



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 04, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Oath of Office:

- [1.](#) Oath of Office - Nicky Lama, Councilmember Ward 2

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking)*

Minutes:

- [2.](#) Mayor & Council Minutes of November 27, 2023

New Business:

- [3.](#) Resolution 23-25 to Adopt the 2024 Budgets for the General Fund, Debt Service Fund, Capital Projects Funds, and the Special Revenue Funds
- [4.](#) (1) 2023 & 2024 New Alcohol Application
- [5.](#) (146) 2024 Alcohol Application Renewals
- [6.](#) Approval of the Service Agreement between Police Department and Flock Group Inc
- [7.](#) Mowing & Landscaping Services FY 2024-2026 Bid Alternate "A" Contract with Dilbeck Lawn and Landscape Design Inc.
- [8.](#) Mowing & Landscaping Services FY 2024-2026 Bid Alternate "B" & "C" Contract with Imperial Landscapes, Inc.
- [9.](#) Traffic Control Change - N. Selvidge Street - No Parking
- [10.](#) Arcadis Task Order #010 - Crown Creek Regional Detention Study & Design
- [11.](#) Appointment of Ken White to the WL&SF Commission for a 5-year term to expire December 31, 2028. Current member is Mark Mixer.
- [12.](#) Ordinance 23-26 The request of HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority to annex 14.93 acres located on Lofts Way, into the City of Dalton, GA as High Density Residential (R-7). Parcel (12-160-25-000)

13. Ordinance 23-27 The request of Hamilton Medical Center, Inc. to annex 30.41 acres located on multiple parcels into the City of Dalton, GA. As General Commercial (C-2). Parcels (12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-16-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000)
14. Ordinance 23-29 The request of Hamilton Children’s Institute, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) a tract of land totaling 7.02 acres located at 1402 Walston Street, Dalton, Georgia. Parcel (12-184-01-047)
15. Ordinance 23-30 The request of HLTC, Inc. to rezone from Neighborhood Commercial (C-1) and High Density Residential (R-7) to General Commercial (C-2) tracts of land totaling 18.73 acres located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd. and 1212 Broadrick Drive, Dalton, Georgia. Parcels (12-160-14-000) (12-160-15-000) (12-160-22-000) (12-183-04-022)
16. Ordinance 23-31 The request of Hamilton Medical Center, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) tracts of land totaling 95.13 acres located in Dalton, Georgia. Parcels (12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039)
17. Ordinance 23-32 The request of Kobayashi Healthcare International, Inc. to de-annex 12.32 acres located at 235 and 245 Kraft Drive, Dalton, GA from the City of Dalton, Parcel (13-025-11-000).
18. Ordinance 23-33 The request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to High Density Residential (R-7) a tract of land totaling 1.12 acres total located on Waring Road, Dalton, Georgia. Parcel (12-143-11-003)
19. Ordinance 23-34 The request of Bryan Spence to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.19 acres located at Straight and Frederick Streets, Dalton, Georgia. Parcel (12-218-02-020)
20. Ordinance 23-35 The request of Gonzalo Galvan to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.29 acres located on Mitchell Street, Dalton, Georgia. Parcel (12-200-11-018)
21. Ordinance 23-36 The request of Jorge Romero Loredó to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.21 acres located at 1127 S. Thornton Avenue, Dalton, Georgia. Parcel (12-257-01-006)
22. Ordinance 23-38 The request of Royal Oak Community, Ltd. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 15.21 acres located at 1220 Broadrick Drive, Dalton, Georgia. Parcel (12-183-04-023)

Supplemental Business

Announcements:

23. The City Council Meeting scheduled for Monday, December 18, 2023 has been cancelled and rescheduled for Tuesday, December 19, 2023. City government offices will be closed Monday, December 25, 2023 and Tuesday, December 26, 2023 for the Christmas holidays.

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/4/23
Agenda Item: Oath of Office - Nicky Lama
Department: Administration
Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Oath of Office - Nicky Lama, Council Member Ward 2

OATH OF OFFICE

I, Nicky Lama, do solemnly swear or affirm that I will, to the best of my ability, discharge the duties of Council Member for the City of Dalton, during my continuance in office; so help me God.

In addition thereto, I do solemnly swear or affirm that:

- (1) I am not the holder of any unaccounted for public money due the State of Georgia, or any political subdivision or authority thereof;
- (2) I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding;
- (3) I am otherwise qualified to hold said office according to the Constitution and laws of the State of Georgia;
- (4) I will support the Constitution of the United States and of this State;
- (5) I have been a resident of the City of Dalton, and the Ward to which I was elected, for the time required by the Constitution and the laws of this State and the Charter of the City of Dalton.

This ____ day of _____, 2023.

NICKY LAMA
COUNCIL MEMBER

ATTESTATION

The foregoing Oath of Office for the City of Dalton was read and duly sworn by the aforesaid individual on the ____ day of _____, 20__ in accordance with Georgia Code Sections 45-3-1 through 45-3-10.

BERNADETTE CHATTAM
CITY CLERK

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 27, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller. Council member Dennis Mock attended via Zoom.

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

APPROVAL OF AGENDA

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC HEARING

The Mayor opened the Public Hearing for the Proposed General Fund, Debt Service, Capital Projects Fund, and Special Revenue Funds 2024 Budgets at 6:01. CFO Cindy Jackson reviewed each of the budgets and the Special Revenue Funds. Jackson stated adoption of this budget will take place on December 6, 2023. The hearing closed at 6:10. A copy of the proposed budget is a part of these minutes.

PUBLIC COMMENTARY

Kathryn Sellers asked the Mayor and Council for an additional \$50,000 for the Library. Sellers stated she has also asked Whitfield County Government for an additional \$100,000. Mayor David Pennington stated that as part of the most recent service delivery agreement with the County, the City allowed for the special tax district (which included the library) to be dissolved. He explained that dissolving the special tax district means all county residents, including city residents, now pay to fund the library through their County M&O taxes. Based on this fact, Mayor Pennington explained that it was understood that all future additional funding for the library should come from Whitfield County since City residents are paying for their portion of the library through their County taxes.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of November 6, 2023. On the motion of Council member Goodlett, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

RECOGNITION OF GRPA STATE VOLLEYBALL CHAMPIONS

Recreation Director Caitlyn Sharpe recognized the players of the 12 and Under GRPA State Volleyball Champions. Sharpe additionally thanked the parents and coaches for their support and participation.

SECOND READING ORDINANCE 23-24 – CLOSING PORTION OF ALABAMA STREET

City Administrator Andrew Parker presented the Second Reading of Ordinance 23-24 – Closing Portion of Alabama Street To Make Findings of Fact Concerning the Public Use and Necessity of a Section of Alabama Street for Public Transportation; To Declare the Closing of Such Portion of Alabama Street; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Retention of An Easement for Utility Infrastructure to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes. On the motion of Council member Goodlett, second Council member Farrow, the Ordinance was adopted. The vote was

unanimous in favor.

Mayor and Council Minutes
Page 2
November 27, 2023

RESOLUTION 23-24 – ELECTION RESULTS CERTIFICATION

City Administrator Andrew Parker presented the following Election Results from the November 7, 2023 General Election:

Mayor - Dalton

Jason Burgin 65
Tom Causby 819
Annalee Harlan Sams 1,906
Total Votes 2,790

Alderman Ward 1 - Dalton

Dennis Mock (I) 2,350
Total Votes 2,350

Special Alderman Ward 2 - Dalton

Nicolas "Nicky" Lama 1,656
Tyler J. Mitchell 509
Peter Pociask 435
Total Votes 2,600

Alderman Ward 3 - Dalton

Tyree Goodlett (I) 2,327
Total Votes 2,327 Total

Muni Board of Education (Johnson) - Dalton

John "Tulley" Johnson (I) 1,237
Laura Orr 1,104
Pablo Perez 391
Total Votes 2,732

Muni Board of Education (Sanders) - Dalton

Sam Sanders (I) 2,269
Total Votes 2,269

RESOLUTION 23-24 – ELECTION RESULTS CERTIFICATION Continued

On the motion of Council member Farrow, second Council member Goodlett, the Resolution was adopted and the Results were ratified. The vote was unanimous in favor. Parker stated a Runoff Election will be held December 5, 2023 for Dalton School Board position held by John Tulley Johnson against Laura Orr.

DEMOLITION AGREEMENT & EASEMENT FOR 313 N. GLENWOOD AVENUE

Assistant City Administrator Todd Pangle presented a Demolition Agreement and Easement for the removal of an abandoned and dilapidated signage located at 313 North Glenwood Avenue. On the motion of Council member Goodlett, second Council member Farrow, the Agreement and Easement was approved. The vote was unanimous in favor.

MUNICIPAL COURT CONTRACT FOR THE DALTON CONVENTION CENTER

Municipal Court Administrator Jason James presented a renewal contract to hold Municipal Court at the Trade Center for January 2024 to June 2024. On the motion of Council member Farrow, second Council member Goodlett, the renewal contract was approved. The vote was unanimous in favor.

APPOINTMENT – DALTON AIRPORT AUTHORITY

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the Reappointment of Danny Morgan to the Airport Authority for a five-year term to expire December 31, 2028. The vote was unanimous in favor.

AIRPORT CHANGE ORDER REQUESTS WITH NWGP

Airport Director Andrew Wiersma presented the Airport Change Order Requests with NWGP for Phase 1 and Phase 2 Ramp Rehab Project in the amount of \$931,816.89. Wiersma stated the contractor encountered very poor subgrade conditions on both phase 1 and 2 of the project when the proof roll test and failed, the amendment will be included soil cementing the subgrade and then paving can be installed. On the motion of Council member Farrow, second Council member Goodlett, the renewal contract was approved. The vote was unanimous in favor.

Mayor and Council Minutes
Page 4
November 27, 2023

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:31 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-4-23

Agenda Item: 2024 Budget Resolution

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved by
City Attorney?** NA

Cost: NA

**Funding Source if Not in
Budget**

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

A resolution to adopt the 2024 Budgets for the General Fund, Debt Service Fund, Capital Projects Funds, and Special Revenue Funds.

RESOLUTION 23-25

TO ADOPT THE 2024 BUDGET FOR EACH FUND OF THE CITY OF DALTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED REVENUE SOURCES; AFFIRMING THAT EXPENDITURES IN EACH FUND MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the City of Dalton Mayor and Council is the governing authority of said Municipality; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balance budget for the City’s fiscal year, which runs from January 1st to December 31st of each year; and

WHEREAS, the Mayor and Council have reviewed the 2024 Proposed Budget as presented by the City Administrator and Chief Financial Officer and which is the City’s financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, each of the funds is a balanced budget, so that anticipated revenues and other financial resources of each fund equal the proposed expenditures; and

WHEREAS, an appropriated advertised public hearing was held on the 2024 Proposed Budget, as required by federal, state, and local laws and regulations.

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

-1-

The 2024 Proposed Budget, attached hereto and incorporated herein as a part of this Resolution, is herein adopted as the Budget for the City of Dalton, Georgia.

-2-

The “legal level of control” as defined by OCGA §36-81 is set at the department level, meaning that the Chief Financial Officer is authorized to move appropriations from one line item to another within a department, but expenditures may not exceed the amount appropriated for a department without a Budget amendment approved by the Mayor and Council.

-3-

All appropriations shall lapse at the end of the fiscal year.

-4-

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted and approved this 4th day of December, 2023.

City of Dalton, Georgia

David Pennington, Mayor

Attested To:

Bernadette Chattam, City Clerk

**2024 PROPOSED BUDGET
GENERAL FUND**

City of Dalton
General Fund 2024 Proposed Budget

With Comparative Amounts - 2022 Actual and 2023 Adopted

	<u>Actual 2022</u>	<u>Adopted 2023</u>	<u>Proposed 2024</u>	<u>% Change 2024 to 2023</u>
Revenues				
Taxes	\$ 23,051,189	\$ 23,967,000	\$ 24,015,000	0.20%
Licenses and permits	409,881	414,000	420,000	1.45%
Intergovernmental	931,923	746,700	774,000	3.66%
Charges for services	1,564,997	1,596,300	1,665,000	4.30%
Fines and forfeitures	532,283	440,000	476,000	8.18%
Investment income	284,889	400,000	850,000	112.50%
Miscellaneous	457,936	372,335	668,000	79.41%
Total Revenues	<u>27,233,098</u>	<u>27,936,335</u>	<u>28,868,000</u>	<u>3.33%</u>
EXPENDITURES				
General Government				
Elections	\$ -	\$ 8,750	\$ -	0.00%
Legislative	156,490	132,565	155,000	16.92%
Administrative	571,493	685,975	991,000	44.47%
City Clerk	382,510	390,810	444,000	13.61%
Finance	802,899	879,500	943,000	7.22%
Information Technology	558,371	644,340	745,000	15.62%
Human Resources	430,979	490,675	569,000	15.96%
Building & Grounds	339,226	376,600	424,000	12.59%
Judicial				
Municipal Court	505,415	513,470	645,000	25.62%
Public Safety				
Police	9,528,719	10,368,480	10,671,000	2.92%
Fire	9,864,825	9,918,365	11,389,000	14.83%
Public Works & Infrastructure				
Public Works	7,700,002	8,607,955	8,955,000	4.03%
Infrastructure	435,294	10,000	15,000	50.00%
Recreation & Culture				
Recreation	3,756,748	3,837,170	4,203,000	9.53%
Payments to Other Agencies	353,600	355,200	363,000	2.20%
Health & Welfare				
Payments to Other Agencies	25,984	1,000	26,000	2500.00%
Housing & Development				
Code Compliance	79,737	343,360	315,000	-8.26%
Payments to Other Agencies	382,500	407,500	427,000	4.79%
Contingency	-	200,000	50,000	-75.00%
Total Expenditures	<u>35,874,792</u>	<u>38,171,715</u>	<u>41,330,000</u>	<u>8.27%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	28,413	2,000	5,000	150.00%
Transfers In	21,380,107	12,152,500	16,656,000	37.06%
Transfers Out	(14,423,645)	(1,919,120)	(4,199,000)	118.80%
Total Other Financing Sources (Uses)	<u>6,984,875</u>	<u>10,235,380</u>	<u>12,462,000</u>	<u>21.75%</u>
Net Increase (Decrease) Fund Balance	<u>\$ (1,656,819)</u>	<u>\$ -</u>	<u>\$ -</u>	

**2024 BUDGET
SUPPLEMENTAL SCHEDULES**

City of Dalton
General Fund 2024 Budget
By Classification

	Proposed 2024	% of Total
Revenues:		
Property taxes	\$ 8,580,000	18.85%
Other taxes	15,435,000	33.90%
Licenses and permits	420,000	0.92%
Charges for services	1,665,000	3.66%
Fines and forfeitures	476,000	1.05%
Investment income	850,000	1.87%
Intergovernmental	774,000	1.70%
Miscellaneous	668,000	1.47%
Total Revenues	28,868,000	63.41%
Other Sources:		
Transfers in:		
Utility transfer	13,700,000	30.09%
Capital project funds	2,281,000	5.01%
Hotel-Motel tax fund	675,000	1.48%
Sale of fixed assets	5,000	0.01%
Total Other Sources	16,661,000	36.59%
Total Revenue & Other Sources	\$ 45,529,000	100.00%
Expenditures:		
Personal services & benefits	\$ 31,554,000	69.31%
Purchased & contracted services	4,674,000	10.27%
Supplies & operating charges	4,136,000	9.08%
Capital outlay	98,000	0.22%
Payments to others	818,000	1.80%
Contingency	50,000	0.11%
Total Expenditures	41,330,000	90.78%
Total Other Uses		
Transfers out:		
SPLOST Fund 2020 (paving)	638,000	1.40%
Airport Operations	76,000	0.17%
Grant Matches	2,281,000	5.01%
Debt Service Fund	1,204,000	2.64%
Total Other Uses	4,199,000	9.22%
Total Expenditures & Other Uses	\$ 45,529,000	100.00%

City of Dalton
General Fund 2024 Budget - Expenditures & Other Financing Uses
As a Percentage of Total Proposed - By Legal Level of Control

	Proposed 2024	% of Total
EXPENDITURES		
General Government		
Elections	\$ -	0.00%
Legislative	155,000	0.34%
Administrative	991,000	2.18%
City Clerk	444,000	0.98%
Finance	943,000	2.07%
Information Technology	745,000	1.64%
Human Resources	569,000	1.25%
Building & Grounds	424,000	0.93%
Judicial		
Municipal Court	645,000	1.42%
Public Safety		
Police	10,671,000	23.44%
Fire	11,389,000	25.01%
Public Works & Infrastructure		
Public Works	8,955,000	19.67%
Infrastructure	15,000	0.03%
Recreation & Culture		
Recreation	4,203,000	9.23%
Payments to Other Agencies	363,000	0.80%
Health & Welfare		
Payments to Other Agencies	26,000	0.06%
Housing & Development		
Code Compliance	315,000	0.69%
Payments to Other Agencies	427,000	0.94%
Contingency	<u>50,000</u>	<u>0.11%</u>
Total Expenditures	<u>41,330,000</u>	<u>90.78%</u>
OTHER FINANCING USES		
Total Other Financing Uses		
SPLOST Fund 2020 (paving)	638,000	1.40%
Airport Operations	76,000	0.17%
Grant Matches	2,281,000	5.01%
Debt Service Fund	<u>1,204,000</u>	<u>2.64%</u>
Total Other Financing Uses	<u>4,199,000</u>	<u>9.22%</u>
Total Revenue & Other Financing Uses	<u>\$ 45,529,000</u>	<u>100.00%</u>

City of Dalton
General Fund 2024 Budget

Expenditures & Other Financing Sources by Classification

	Proposed 2024	Classification Type						
		Personal Services & Benefits	Purchased Services	Supplies	Capital Outlay	Payments to Others	Contingency	Transfer to Other Funds
EXPENDITURES								
General Government								
Legislative	\$ 155,000	\$ 92,800	\$ 41,900	\$ 18,300	\$ -	\$ 2,000	\$ -	\$ -
Administrative	991,000	683,000	292,000	16,000	-	-	-	-
City Clerk	444,000	398,000	40,000	6,000	-	-	-	-
Finance	943,000	621,000	308,000	14,000	-	-	-	-
Information Technology	745,000	403,000	332,000	10,000	-	-	-	-
Human Resources	569,000	496,000	67,000	6,000	-	-	-	-
Building & Grounds	424,000	71,000	218,000	135,000	-	-	-	-
Judicial								
Municipal Court	645,000	403,000	226,300	15,700	-	-	-	-
Public Safety								
Police	10,671,000	9,137,000	1,061,000	473,000	-	-	-	-
Fire	11,389,000	10,535,000	373,000	477,000	4,000	-	-	-
Public Works & Infrastructure								
Public Works	8,955,000	5,861,000	1,005,000	2,010,000	79,000	-	-	-
Infrastructure	15,000	-	15,000	-	-	-	-	-
Recreation & Culture								
Recreation	4,203,000	2,605,000	655,000	928,000	15,000	-	-	-
Payments to Other Agencies	363,000	-	-	-	-	363,000	-	-
Health & Welfare								
Payments to Other Agencies	26,000	-	-	-	-	26,000	-	-
Housing & Development								
Code Compliance	315,000	248,000	40,000	27,000	-	-	-	-
Payments to Other Agencies	427,000	-	-	-	-	427,000	-	-
Contingency	50,000	-	-	-	-	-	50,000	-
Total Expenditures	<u>41,330,000</u>	<u>31,553,800</u>	<u>4,674,200</u>	<u>4,136,000</u>	<u>98,000</u>	<u>818,000</u>	<u>50,000</u>	<u>-</u>
OTHER FINANCING USES								
SPLOST 2020 (paving)	638,000	-	-	-	-	-	-	638,000
Airport Operations	76,000	-	-	-	-	-	-	76,000
Grant Matches	2,281,000	-	-	-	-	-	-	2,281,000
Debt Service Fund	1,204,000	-	-	-	-	-	-	1,204,000
Total Other Financing Uses	<u>4,199,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,199,000</u>
Total Expenditures & Other Financing Uses	<u>\$ 45,529,000</u>	<u>\$ 31,553,800</u>	<u>\$ 4,674,200</u>	<u>\$ 4,136,000</u>	<u>\$ 98,000</u>	<u>\$ 818,000</u>	<u>\$ 50,000</u>	<u>\$ 4,199,000</u>
		<u>69.3%</u>	<u>10.3%</u>	<u>9.1%</u>	<u>0.2%</u>	<u>1.8%</u>	<u>0.1%</u>	<u>9.2%</u>

Other Agency Allocations

	2024	2023
	<u>Proposed Budget</u>	<u>Adopted Budget</u>
General Fund:		
Downtown Development Authority	\$ 135,000	\$ 135,000
Creative Arts Guild	56,000	56,000
Dalton-Whitfield Joint Development Authority	157,500	157,500
Dalton-Whitfield Community Development Corp.	80,000	80,000
Georgia Department of Veterans Affairs	1,000	1,000
Dalton-Whitfield County Library		
Cash	264,000	264,000
In-kind	6,000	6,000
Whitfield Murray Historical Society		
Cash	22,600	22,600
In-kind	2,400	2,400
Huff House - In-kind	1,900	1,800
Crown Mill - In-kind	2,400	2,400
The Greenhouse	25,000	
Emery Center	7,200	-
THRIVE Partnership	20,000	-
Junior Achievement (limited commitment)	10,000	10,000
Believe Greater Dalton (limited commitment)	25,000	25,000
	<u>\$ 816,000</u>	<u>\$ 763,700</u>

**2024 PROPOSED BUDGET
DEBT SERVICE & CAPITAL PROJECTS**

City of Dalton
Debt Service Fund & Capital Projects Funds
2024 Proposed Budgets

	Debt Service Fund	Capital Projects Funds	
		Amendment to 2020 SPLOST	Amendment to Bonded Debt
Revenues			
Interest income	\$ 1,000	\$ -	\$ -
Total Revenues	<u>1,000</u>	<u>-</u>	<u>-</u>
Expenditures			
General government and administrative	18,450	-	-
Public works and infrastructure	-	638,000	-
Debt service - principle & interest	1,186,550	-	-
Total Expenditures	<u>1,205,000</u>	<u>638,000</u>	<u>-</u>
(Deficiency) of Revenues (Under Expenditures)	<u>(1,204,000)</u>	<u>(638,000)</u>	<u>-</u>
Other Financing Sources (Uses)			
Transfers in (out)	1,204,000	638,000	(2,281,000)
Proceeds from sale of capital assets	-	-	-
Total Other Financing Sources (Uses)	<u>1,204,000</u>	<u>638,000</u>	<u>(2,281,000)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (2,281,000)</u>

Please note the 2015 SPLOST Fund, 2020 SPLOST Fund, and the 2021 Bonded Capital Projects Funds are multi-year budgets and not adopted annually. Any changes to these funds are achieved by Budget Amendments.

**2024 PROPOSED BUDGETS
SPECIAL REVENUE FUNDS**

**City of Dalton
Special Revenue Funds
2024 Proposed Budgets**

	<u>Hotel Motel Tax</u>	<u>Confiscated Assets</u>	<u>Economic Development</u>	<u>CDBG Grant Fund</u>	<u>Airport Grant Fund</u>	<u>Amendment to State Fiscal Recovery (ARP) Fund</u>	<u>OPIOID Settlement Fund</u>
Revenues							
Hotel motel taxes	\$ 1,774,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	50,000	-	-	-	-	-
Property taxes	-	-	-	-	-	-	-
PILOT payments	-	-	36,000	-	-	-	-
Intergovernmental - federal and state	-	-	-	368,000	4,102,000	-	20,000
Investment earnings	-	3,000	-	-	-	-	-
Total Revenues	<u>1,774,000</u>	<u>53,000</u>	<u>36,000</u>	<u>368,000</u>	<u>4,102,000</u>	<u>-</u>	<u>20,000</u>
Expenditures							
General government	-	-	-	73,500	4,679,000	-	-
Housing and development	-	-	1,850,000	239,300	-	-	-
Public safety	-	85,000	-	-	-	-	20,000
Public works and infrastructure	-	-	-	-	-	60,000	-
Health and welfare	-	-	-	55,200	-	-	-
Culture, recreation and tourism	1,099,000	-	-	-	-	-	-
Total Expenditures	<u>1,099,000</u>	<u>85,000</u>	<u>1,850,000</u>	<u>368,000</u>	<u>4,679,000</u>	<u>60,000</u>	<u>20,000</u>
(Deficiency) of Revenues (Under Expenditures)	<u>675,000</u>	<u>(32,000)</u>	<u>(1,814,000)</u>	<u>-</u>	<u>(577,000)</u>	<u>(60,000)</u>	<u>-</u>
Other Financing Sources (Uses)							
Transfers in (out)	(675,000)	-	-	-	577,000	60,000	-
Proceeds from sale of capital assets	-	8,000	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(675,000)</u>	<u>8,000</u>	<u>-</u>	<u>-</u>	<u>577,000</u>	<u>60,000</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ (24,000)</u>	<u>\$ (1,814,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Utilization of Fund Balance		<u>\$ 24,000</u>	<u>1,814,000</u>				

Please note the State Fiscal Recovery (ARP) Grant Fund is a multi-year budget and not adopted annually. Any changes to this fund is achieved by Budget Amendments.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/04/2023
Agenda Item: 2023 & 2024 New Alcohol Application
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:

(1) 2023 & 2024 New Alcohol Application

2023 & 2024 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MONDAY DECEMBER 4, 2023

(1) 2023 & 2024 ALCOHOL APPLICATION(S)

1. Business Owner: The Waggle, LLC
d/b/a: The Waggle, LLC
Applicant: Jeffery Tatum
Business Address: 825 Chattanooga Ave. Ste 35
License Type: Pouring Beer, Wine (Lounge)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/04/2023
Agenda Item: 2024 Alcohol Application Renewals
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? N/A
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:

(146) 2024 Alcohol Application Renewals

2024 ALCOHOL APPLICATION RENEWALS

	DBA	LOC DESCRIPTION	CHANGE	RENEWAL DATE
1	1 STOP SHOP	700 REDWINE ST. STE 1	NO CHANGE	M&C - 12/04/23
2	1704 DALTON SHELL	1704 ABUTMENT RD	NO CHANGE	M&C - 12/04/23
3	ABC PACKAGE STORE	530 N GLENWOOD AVE	NO CHANGE	M&C - 12/04/23
4	ACCESS FOOD MART	1128 S. THORNTON AVE	NO CHANGE	M&C - 12/04/23
5	AK SMOKE & VAPE SHOP	908 S. THORNTON AVE STE 1	NO CHANGE	M&C - 12/04/23
6	AK TOBACCO OUTLET & GIFT	906 S THORNTON ST STE B	NO CHANGE	M&C - 12/04/23
7	ALDI #93	2210 E WALNUT AVE	NO CHANGE	M&C - 12/04/23
8	ALONDRA'S #2	101 W. WALNUT AVE STE 9	NO CHANGE	M&C - 12/04/23
9	ANTOJO COCINA Y CANTINA	116 W. KING ST	NO CHANGE	M&C - 12/04/23
10	APPALACHIAN ALE HOUSE, LLC	265 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23
11	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	DESIGNATED AGENT	M&C - 12/04/23
12	BAJA COOP	222 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23
13	BIG'S AXE THROWING, LLC	825 CHATTANOOGA AVE	NO CHANGE	M&C - 12/04/23
14	BIRDIES ON MORRIS INC.	307 E. MORRIST ST	NO CHANGE	M&C - 12/04/23
15	BP WALNUT AVE	1522 W WALNUT AVE	NO CHANGE	M&C - 12/04/23
16	CAFE OSTRO	240 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23
17	CARNICERIA 18	737 RIVERBEND RD	NO CHANGE	M&C - 12/04/23
18	CHEF LIN	100 W WALNUT AVE 146	NO CHANGE	M&C - 12/04/23
19	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	NO CHANGE	M&C - 12/04/23
20	CHEVRON FOOD MART	100 N. OAKS DR.	NO CHANGE	M&C - 12/04/23
21	CHIHUAHUA MEXICAN FOOD	314 N. GLENWOOD AVE	NO CHANGE	M&C - 12/04/23
22	CHILI'S GRILL & BAR	881 HOLIDAY INN DR.	DESIGNATED AGENT	M&C - 12/04/23
23	CIGAR TYME LOUNGE	267 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23
24	CIRCLE K #2723523	1010 E. WALNUT AVE	NO CHANGE	M&C - 12/04/23
25	CIRCLE K #2723590	2214 E WALNUT AVE	NO CHANGE	M&C - 12/04/23
26	CIRCLE K #2723604	1200 CLEVELAND HWY	NO CHANGE	M&C - 12/04/23
27	CIRCLE K STORES INC #2709345	2000 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23
28	CITY LIQUOR	1215 N GLENWOOD AVE	NO CHANGE	M&C - 12/04/23
29	CMI DESIGNS, INC.	921 S. THORNTON AVE	NO CHANGE	M&C - 12/04/23
30	COLD CREEK, LLC	101 N. OAKS DR SUITE 1	NO CHANGE	M&C - 12/04/23
31	CORNER EXPRESS 2	324 N. GLENWOOD AVE	NO CHANGE	M&C - 12/04/23
32	COURTYARD DALTON	785 COLLEGE DR.	NO CHANGE	M&C - 12/04/23
33	COX'S LIQUOR	1301 EAST WALNUT AVE	NO CHANGE	M&C - 12/04/23
34	CREATIVE ARTS GUILD COMMUNITY SUPPORT CO	520 WEST WAUGH ST	NO CHANGE	M&C - 12/04/23
35	CRESCENT CITY TAVERN	324 S. DEPOT ST	NO CHANGE	M&C - 12/04/23
36	CVS/PHARMACY #5608	2501 EAST WALNUT AVE	NO CHANGE	M&C - 12/04/23
37	CYRA'S OPEN RANGE & GARDEN	208 NORTH PENTZ ST	NO CHANGE	M&C - 12/04/23
38	D FOOD COLLAB	301 E. MORRIS ST	NO CHANGE	M&C - 12/04/23
39	D. DONATELLI, LLC	825 CHATTANOOGA AVE STE 1	NO CHANGE	M&C - 12/04/23
40	DALTON BEVERAGES	1007 THORNTON AVE	NO CHANGE	M&C - 12/04/23
41	DALTON BREWING COMPANY	112 W. KING ST	NO CHANGE	M&C - 12/04/23
42	DALTON DISTILLERY	109 E MORRIS ST	NO CHANGE	M&C - 12/04/23
43	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	NO CHANGE	M&C - 12/04/23
44	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	NO CHANGE	M&C - 12/04/23
45	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	NO CHANGE	M&C - 12/04/23
46	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	NO CHANGE	M&C - 12/04/23
47	DELRAY FARMS	2518 E WALNUT AVE	NO CHANGE	M&C - 12/04/23
48	DISCOTEQUE EL VENENO	600 MLK JR BLVD SUITE A	NO CHANGE	M&C - 12/04/23
49	DIWAN FOOD MART	2201 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23
50	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	NO CHANGE	M&C - 12/04/23
51	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	NO CHANGE	M&C - 12/04/23
52	DOWNTOWN DALTON DEVELOPMENT AUTHORITY	101 S. HAMILTON ST.	NO CHANGE	M&C - 12/04/23
53	EL MAGUEY MEXICAN CUISINE	209 W. CUYLER ST	NO CHANGE	M&C - 12/04/23
54	EL MILAGRO	608 MLK JR. BLVD	NO CHANGE	M&C - 12/04/23
55	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	NO CHANGE	M&C - 12/04/23
56	EL REY DE ORO	1103 NEW DORIS ST.	NO CHANGE	M&C - 12/04/23

57	EZ STOP	1524 E. MORRIS ST	NO CHANGE	M&C - 12/04/23	
58	FAMILY DOLLAR 20036	1210 E. MORRIS ST.	NO CHANGE	M&C - 12/04/23	
59	FARM GOLF CLUB	187 S GOOSE HILL RD	NO CHANGE	M&C - 12/04/23	
60	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	NO CHANGE	M&C - 12/04/23	
61	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
62	FOOD CITY #211	1308 WEST WALNUT AVE	NO CHANGE	M&C - 12/04/23	
63	FORTUNE COOKIE	801 E. WALNUT AVE SUITE J	NO CHANGE	M&C - 12/04/23	
64	FREYA'S LOUNGE CORP.	303 EAST MORRIS ST	NO CHANGE	M&C - 12/04/23	
65	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	NO CHANGE	M&C - 12/04/23	
66	GARMONY HOUSE	109 W. CUYLER ST	NO CHANGE	M&C - 12/04/23	
67	GONDOLIER PIZZA	1229 N GLENWOOD AVE	NO CHANGE	M&C - 12/04/23	
68	GONDOLIER PIZZA	900 S. THORNTON AVE	NO CHANGE	M&C - 12/04/23	
69	GOOD TIMES LIQUOR	100 N. OAKS DR. SUITE B	NO CHANGE	M&C - 12/04/23	
70	GUADALAJARA OF DALTON	817 S. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
71	HAMILTON'S	243 N HAMILTON ST STE 5	NO CHANGE	M&C - 12/04/23	
72	HILTON GARDEN INN	879 COLLEGE DR	NO CHANGE	M&C - 12/04/23	
73	HOLMES LIQUOR	2205 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
74	HOME 2 SUITES DALTON	865 HOLIDAY INN DR.	NO CHANGE	M&C - 12/04/23	
75	JAX'S LIQUOR	1300 E MORRIS ST	NO CHANGE	M&C - 12/04/23	
76	JEFFERSON'S OF DALTON	200 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
77	JIM'S LIQUOR	1507 E. WALNUT AVE	NO CHANGE	M&C - 12/04/23	
78	KROGER COMPANY #265	1205 CLEVELAND RD	NO CHANGE	M&C - 12/04/23	
79	KROGER STORE #458	1365 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
80	KUMO SUSHI HIBACHI	1277 N. GLENWOOD AVE	NO CHANGE	M&C - 12/04/23	
81	KWIK SERV 10	2224 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
82	LA CORONITA	1001 E. MORRIS ST	NO CHANGE	M&C - 12/04/23	
83	LA DONA NIGHT CLUB	700 REDWINE ST STE 3,4,5	NO CHANGE	M&C - 12/04/23	
84	LA ESQUINITA	1205 EAST MORRIS ST	NO CHANGE	M&C - 12/04/23	
85	LA FOGATA FUSION RESTAURANT	702 5TH AVE	NO CHANGE	M&C - 12/04/23	
86	LA HIDALGUENSE	628 FIFTH AVE	NO CHANGE	M&C - 12/04/23	
87	LA PROVIDENCIA	1300 UNDERWOOD ST	NO CHANGE	M&C - 12/04/23	
88	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
89	LIN'S MONGOLIAN GRILL	1223 CLEVELAND HWY	NO CHANGE	M&C - 12/04/23	
90	LOGAN'S ROADHOUSE #427	811 WALNUT SQR BLVD	NO CHANGE	M&C - 12/04/23	
91	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
92	LOS PABLO'S MEXICAN RESTAURANT #1	2204 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
93	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	NO CHANGE	M&C - 12/04/23	
94	MAGANA'S LIQUOR	604 MLK JR BLVD	NO CHANGE	M&C - 12/04/23	
95	MAPCO #3622	811 RIVERBEND RD	NO CHANGE	M&C - 12/04/23	
96	MARISCOS COSTA ALEGRE	603 FLEMING ST	NO CHANGE	M&C - 12/04/23	
97	MARISCOS EL CUHHHMARON	229 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
98	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	NO CHANGE	M&C - 12/04/23	
99	MURPHY USA #7812	885 SHUGART RD	NO CHANGE	M&C - 12/04/23	
100	NATIVE	825 CHATTANOOGA AVE	NO CHANGE	M&C - 12/04/23	
101	NIZZIE PACKAGE STORE	1902 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
102	NORTHWEST GA TRADE & CONV CTR AUTHORITY	2211 DUG GAP BATTLE RD	NO CHANGE	M&C - 12/04/23	
103	OUTBACK STEAKHOUSE #1128	955 MARKET ST	NO CHANGE	M&C - 12/04/23	
104	OYSTER PUB	930 MARKET ST STE# 12	NO CHANGE	M&C - 12/04/23	
105	PABLITO'S CANTINA & GRILL LLC	933 MARKET ST STE 13, 14, 14A	NO CHANGE	M&C - 12/04/23	
106	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	NO CHANGE	M&C - 12/04/23	
107	QIK-N-EZ	705 S. THORNTON AVE	NO CHANGE	M&C - 12/04/23	
108	RACETRAC #213	1907 CHATTANOOGA RD	NO CHANGE	M&C - 12/04/23	
109	RACETRAC #289	1511 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
110	RAPIDS	1016 N. GLENWOOD AVE	NO CHANGE	M&C - 12/04/23	
111	RASPBERRY ROW	205 W CUYLER ST	NO CHANGE	M&C - 12/04/23	
112	RED LOBSTER #0782	901 W BRIDGE	NO CHANGE	M&C - 12/04/23	
113	ROYAL FOODMART #2	1246 N. THORNTON AVE	NO CHANGE	M&C - 12/04/23	
114	SALON RIO GRANDE	514 COMMERCE DR	NO CHANGE	M&C - 12/04/23	

115	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	NO CHANGE	M&C - 12/04/23	
116	SMILE FOOD	400 N. GLENWOOD AVE.	NO CHANGE	M&C - 12/04/23	
117	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	NO CHANGE	M&C - 12/04/23	
118	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	NO CHANGE	M&C - 12/04/23	
119	SUNRISE MARKET 4	105 W. WALNUT AVE.	NO CHANGE	M&C - 12/04/23	
120	SUPER D MARKET	1523 E MORRIS ST. STE 2	NO CHANGE	M&C - 12/04/23	
121	TABOO LOUNGE	238 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
122	TACOS LA DONA	700 REDWINE ST STE 2	NO CHANGE	M&C - 12/04/23	
123	TAQUERIA EL REY #2	1215 N. THORNTON AVE	NO CHANGE	M&C - 12/04/23	
124	TAQUERIA EL REY #3	801 E. WALNUT AVE STE C,D,E	NO CHANGE	M&C - 12/04/23	
125	TENOCH	319 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
126	TEQUILA'S LIQUOR	312 NORTH GLENWOOD AVE	NO CHANGE	M&C - 12/04/23	
127	THE BUCKIN' BURRITO	212 N HAMILTON ST	NO CHANGE	M&C - 12/04/23	
128	THE CARPENTRY	204 W. CUYLER ST.	NO CHANGE	M&C - 12/04/23	
129	THE GALLANT GOAT	307 S. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
130	THE GREEN DOOR GENERAL STORE LLC	246 N. HAMILTON ST	NO CHANGE	M&C - 12/04/23	
131	THE JUICY SEAFOOD KITCHEN & BAR	819 WALNUT SQUARE BLVD	NO CHANGE	M&C - 12/04/23	
132	THE OLIVE GARDEN ITALIAN REST. #6491	1430 W. WALNUT AVE	NO CHANGE	M&C - 12/04/23	
133	TIBBS CONVENIENCE STORE	813 N TIBBS RD	NO CHANGE	M&C - 12/04/23	
134	TIENDA TIKAL #2	616 4TH AVE SUITE 4-6	NO CHANGE	M&C - 12/04/23	
135	TIJUANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	NO CHANGE	M&C - 12/04/23	
136	TOBACCO OUTLET	1339 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
137	TOP SHELF PACKAGE	101 W. WALNUT AVE STE 13	NO CHANGE	M&C - 12/04/23	
138	UNDERWOOD MARKET	532 UNDERWOOD ST STE B	NO CHANGE	M&C - 12/04/23	
139	VIP LIQUORS	785 SHUGART RD STE 1	NO CHANGE	M&C - 12/04/23	
140	VIP TOBACCO MART 2	314 N. GLENWOOD AVE STE 105	NO CHANGE	M&C - 12/04/23	
141	WALGREENS #05954	1247 W. WALNUT AVE	NO CHANGE	M&C - 12/04/23	
142	WALGREENS #11994	2225 E. WALNUT AVE	NO CHANGE	M&C - 12/04/23	
143	WALGREENS #17232	1320 CLEVELAND HWY	NO CHANGE	M&C - 12/04/23	
144	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	NO CHANGE	M&C - 12/04/23	
145	WALMART SUPERCENTER #5173	815 SHUGART RD	NO CHANGE	M&C - 12/04/23	
146	WALNUT EXPRESS	2524 E WALNUT AVE	NO CHANGE	M&C - 12/04/23	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: December 4, 2023

Agenda Item: Approval of the Service Agreement between Police Department and Flock Group Inc

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget

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

This is an updated service agreement and order form between the Police Department and Flock Group, Inc for the purchase and installation of two additional mounted cameras and a yearly price guarantee on all cameras.

Flock Safety + GA - Dalton PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Myron Maret
myron.maret@flocksafety.com
(404) 631-6599



EXHIBIT A
ORDER FORM

Customer: GA - Dalton PD
 Legal Entity Name: GA - Dalton PD
 Accounts Payable Email: rlong@daltonga.gov
 Address: 301 Jones St Dalton, Georgia 30720

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included
Flock Safety Falcon® Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

Subtotal Year 1:	\$19,300.00
Annual Recurring Subtotal:	\$18,000.00
Discounts:	\$17,500.00
Estimated Tax:	\$0.00
Contract Total:	\$91,300.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$19,300.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$91,300.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$17,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Dalton PD

DocuSigned by:

By: AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 11/29/2023

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 02 day of November 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and

withholding, equals the amount Flock would have received if no deduction or withholding had been required.

Notwithstanding anything hereinabove to the contrary, Customer being a Georgia tax exempt municipality shall not be invoiced for, be liable for, or pay any amount constituting Georgia sales, use, excise, gross receipts or other similar taxes or federal taxes with respect to any aspect of the Agreement.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule attached as Exhibit D. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B. Additionally Flock will maintain its status as an approved vendor with Customer and maintain all insurance coverages required in the Customer's Vendor Packet, attached as Exhibit C.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE OF GEORGIA FOR MUNICIPALITIES CONTRACTING WITH VENDORS FOR GOODS OR SERVICES SUCH AS CONTEMPLATED IN THIS AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN

EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule attached as Exhibit D. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule attached as Exhibit D and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

This Agreement is in addition to and separate from the agreement entered between these same parties on January __, 2023. This Agreement does not modify the terms of said pre-existing agreement.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	12/04/2023
Agenda Item:	Mowing & Landscaping Services FY 2024-2026 Bid Alternate "A" Contract
Department:	Public Works
Requested By:	Chad Townsend
Reviewed/Approved by City Attorney?	Yes
Cost:	\$295,000
Funding Source if Not in Budget	General Budget

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

This request is to award the Mowing and Landscaping Services Bid Alternate "A" contract for fiscal years 2024-2026 to Dilbeck Lawn & Landscape Design, Incorporated. The total amount of the contract for the three years of services is \$295,000 or \$98,400 per year. Bid alternate "A" is inclusive of the three cemeteries that are maintained by the Public Works Department, which are; West Hill Cemetery, Oak Hill Cemetery and the Old Presbyterian Cemetery.

We received a total of six bids for these services. Dilbeck was not the initial low bid, the low bid had to be dismissed due to material errors on the bid form that lead to their bid not being considered.

This comes with a positive recommendation from the Public Works Committee.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**2024 thru 2026 MOWING & OTHER LANDSCAPING SERVICES
26 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
&
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BIDS

CITY OF DALTON

Sealed bids will be received by City of Dalton for **MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Friday, November 3rd** until 2:00 PM at the Office of Finance Director, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

PROJECT DESCRIPTION

The work consists of **MOWING AND OTHER SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 26 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, and C. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2024, 2025, 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor awarded the bid must provide workers' compensation insurance for all Contractor's employees and agents and must maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by the Contractor. Additionally, the contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website www.daltonga.gov on the Finance Department's Policies and Forms page.

In order to be considered a responsive bidder, the contractor must be in compliance with the Georgia Security and Immigration Compliance Act and **shall submit with their bid**, a signed and notarized affidavit verifying its compliance with O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verify.

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Jerome Key, Landscape Foreman & Arborist, at 706-278-7077.

A **Mandatory** pre-bid meeting is scheduled for 9:00 AM Tuesday, October 10, 2023 to begin at the Public Works Office. Site visits to be performed by proposing contractor.

Any questions pertaining to the bid documents and specifications should be addressed to Jerome Key or Chad Townsend, by phone at 706-278-7077 or by email jkey@daltonga.gov. Deadline for receiving questions will be 5:00 PM October 13th. All questions received prior to deadline will be address by October 20th.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Finance Director, City of Dalton**, and marked as follows: **"DO NOT OPEN - Proposal for Mowing and Other Services (Dalton Public Works Department & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

AD-1

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

[Signature]
BY: Authorized Officer or Agent

10/31/23
Date

11/16/2011
Authorization Date for EEV Program

DILBECK LAW & LANDSCAPE DESIGN, INC.
Contractor Name

466411
Employment Eligibility (EEV) #

OWNER
Title of Authorized Officer or Agent of Contractor

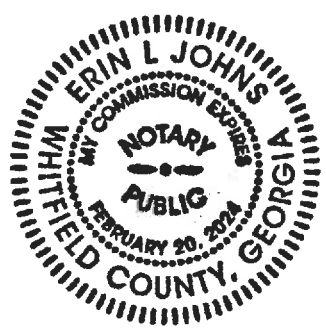
CRIG DILBECK
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
This 31st day of October, 20 23

[Signature]
Notary Public

My Commission Expires: 02/20/24

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared

CRAIG DILBECK (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of DILBECK LANDSCAPE DESIGN, INC. (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2024 Thru 2026 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 31st day of October, 2023.

Company Officer:




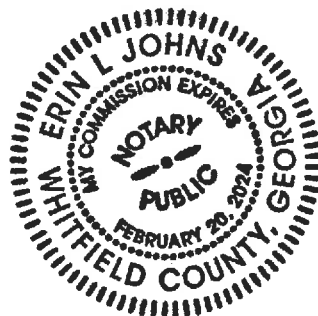
By

CRAIG DILBECK/DWNER

Print

Sworn to and subscribed before me,
this 31st day of October, 2023.


Notary Public



CITY OF DALTON
DALTON, GA

BID FORM

MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Item Description:

Provide mowing and other services at all twenty six (26) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

LUMP SUM BID: \$ N/A
Per Calendar Year for
2024, 2025, 2026

Bid Alternate A:

Provide mowing and other services at the following locations within the City of Dalton:

- | | |
|--------------------------------|---------------------|
| 1. West Hill Cemetery & Chapel | \$ <u>91,400.00</u> |
| 2. Oak Hill Cemetery | \$ <u>5,400.00</u> |
| 3. Old Presbyterian Cemetery | \$ <u>1,600.00</u> |

BID ALTERNATE "A": \$ 98,400.00
Per Calendar Year for
2024, 2025, 2026

Bid Alternate B:

Provide mowing and other services at the following locations within the City of Dalton:

- | | |
|--|--------------------|
| 4. Huff House | \$ <u>6,000.00</u> |
| 5. Hamilton House & Crown Gardens and Park Areas | \$ <u>7,200.00</u> |
| 6. Trammell Street | \$ <u>6,000.00</u> |
| 7. East Morton & Sheryl Drives Islands | \$ <u>1,500.00</u> |
| 8. Kenilworth Court Median | \$ <u>1,500.00</u> |
| 9. Willow Park Median | \$ <u>1,500.00</u> |
| 10. Thornton Avenue/Walnut Avenue Islands | \$ <u>3,000.00</u> |
| 11. Public Works Office | \$ <u>7,200.00</u> |
| 12. City Hall | \$ <u>7,200.00</u> |
| 13. Burr Park | \$ <u>7,200.00</u> |

BID ALTERNATE "B": \$ 48,300.00

Per Calendar Year for
2024, 2025, 2026

Bid Alternate C:

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

- 14. Old City Park/Adjacent Corner & Dalton Green Park \$ _____
- 15. Gateway / Central Park \$ _____
- 16. Civitan Park/Mockingbird Trail \$ _____
- 17. Brookwood Park \$ _____
- 18. V. D. Parrott Park \$ _____
- 19. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain \$ _____
- 20. Crown Mill Cut Through \$ _____
- 21. Mack Gaston Community Center \$ _____
- 22. Otis Cook Tree Park \$ _____
- 23. Waterfall Park \$ _____
- 24. Veterans Park \$ _____
- 25. Carpet Capital Rotary Park \$ _____
- 26. Heritage Point Soccer Complex \$ _____

BID ALTERNATE "C": \$ N/A
Per Calendar Year for
2024, 2025, 2026

Addendum Acknowledgment:

Addenda #1: CD

Bid(s) submitted by (Contractor Name): DILBECK LAWN & LANDSCAPE DESIGN, INC.

Signed by (Company Officer): 

Print Name and Title: CHRIS DILBECK / OWNER

Witnessed by (Name and Signature): Heather Fugate 

CITY OF DALTON

AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 4th day of December, 20 23 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dilbeck Lawn & Landscape Design, LLC hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative A Specifications which is attached hereto as Exhibit "A" and included herein by reference.
2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.
3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on January 1, 2024 and continue said services through December 31, 2026. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.
4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 295,200⁰⁰ Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.
5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and

incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:
 - (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative A & B, and Parks and Recreation Director for Bid Alternative C;
 - (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
 - (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, at its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or

property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

9. **INSURANCE:** CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. **ASSIGNMENT:** CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Craig Dilbeck
P.O. Box 1975
Dalton, GA 30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:
DILORCA LANDSCAPE DESIGN, INC.
By: [Signature]
Title: Owner

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT “A”

Bid Specifications

BID ALTERNATE “A”

City of Dalton Landscaping Bid Package “A” Specifications

I. **West Hill Cemetery**

A. Description of services

- The contractor will mow and weed eat all maintained areas (indicated in red on the map) of Dalton’s West Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The contractor will utilize mowers equipped with mulching decks to minimize grass accumulation on tombstones and monuments. Should grass clippings get on tombstones and monuments, contractor must blow these clippings off as soon as possible.
- The cemetery should be completed on a weekly basis, weather permitting. The contractor will make every effort to finish West Hill each week before the weekend, as the cemetery receives more visitors at that time. No mowing on Sunday whatsoever.
- The contractor shall maintain a full staff of a minimum of **four workers** for completing the work at this location each week.
- Special consideration must be given to the cemetery around the time of the Easter, Mother’s Day, Father’s Day, Memorial Day, and Fourth of July holiday weeks.
- The contractor’s mowing services are to be provided from March 01 through November 15 on a weekly basis and twice a month from November 15 through December 15.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor’s employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor’s on-site contact person.
- The cemetery sexton will provide a list and show the contractor the location of grave sites that are maintained by individuals and are not to be disturbed. This list is subject to change.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.
- The contractor shall prune shrubs, plant spring and fall annuals, install mulch (only ground pine bark) and provide weed control in beds at Cemetery Chapel.

B. Additional contract requirements

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton
- The service provider will bill Dalton Public Works Department monthly
- The contract period runs from January 1, 2024 – Dec. 31, 2026. Contractors should submit bids that include a yearly bid for each of the three year contract duration.

II. Oak Hill Cemetery

A. Description of services

- The contractor will mow and weed eat all maintained areas of Dalton’s Oak Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. The narrow islands of grass between the sidewalk and both Waugh and Boundary streets must be maintained by the contractor as well. All sidewalks and curbs should be edged and blown off.
- The cemetery should be completed on a weekly basis
- The contractor’s services are to be provided from March 01 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor’s employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor’s on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

III. Old Presbyterian Cemetery

A. Description of services

- The contractor will mow and weed eat all maintained areas of Dalton’s Old Presbyterian Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The cemetery should be completed on a weekly basis.
- The contractor’s services are to be provided from March 01 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor’s employees.

- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.







Chapel to be included as part of contract

EXHIBIT "B"

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2024, 2025, and 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor's Bid Price for each of these years are:

Alternate "A" = \$98,400

Alternate "B" = Not Awarded

Alternate "C" = Not Awarded

Note: These Alternates shall be billed separately.

- Contractor will submit payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City's designees.



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	12/04/2023
Agenda Item:	Mowing & Landscaping Services FY 2024-2026 Bid Alternate "B" & "C" Contract
Department:	Public Works & Parks and Recreation
Requested By:	Chad Townsend
Reviewed/Approved by City Attorney?	Yes
Cost:	\$323,699.82
Funding Source if Not in Budget	General Budget

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

This request is to award the Mowing and Landscaping Services Bid Alternate "B" and "C" contract for fiscal years 2024-2026 to Imperial Landscapes, Incorporated. The total amount of the contract for the three years of services is \$323,699.82. The Public Works portion of this contract is \$125,999.88 and Parks and Rec is \$197,699.94 for the three years.

Bid alternate "B" is inclusive of miscellaneous properties that are maintained by the Public Works Department, some of which are City Hall, Public Works Office, and Burr Park.

Bid alternate "C" is inclusive of the majority of the Parks and Recreation facilities.

We received a total of five bids for these services and Imperial was the low bidder for both alternates.

This comes with a positive recommendation from the Public Works Committee as well as the Recreation Commission.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**2024 thru 2026 MOWING & OTHER LANDSCAPING SERVICES
26 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
&
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BIDS

CITY OF DALTON

Sealed bids will be received by City of Dalton for **MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Friday, November 3rd** until 2:00 PM at the Office of Finance Director, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

PROJECT DESCRIPTION

The work consists of **MOWING AND OTHER SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 26 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, and C. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2024, 2025, 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor awarded the bid must provide workers' compensation insurance for all Contractor's employees and agents and must maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by the Contractor. Additionally, the contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website www.daltonga.gov on the Finance Department's Policies and Forms page.

In order to be considered a responsive bidder, the contractor must be in compliance with the Georgia Security and Immigration Compliance Act and **shall submit with their bid**, a signed and notarized affidavit verifying its compliance with O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verify.

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Jerome Key, Landscape Foreman & Arborist, at 706-278-7077.

A **Mandatory** pre-bid meeting is scheduled for 9:00 AM Tuesday, October 10, 2023 to begin at the Public Works Office. Site visits to be performed by proposing contractor.

Any questions pertaining to the bid documents and specifications should be addressed to Jerome Key or Chad Townsend, by phone at 706-278-7077 or by email jkey@daltonga.gov. Deadline for receiving questions will be 5:00 PM October 13th. All questions received prior to deadline will be address by October 20th.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Finance Director, City of Dalton**, and marked as follows: **"DO NOT OPEN - Proposal for Mowing and Other Services (Dalton Public Works Department & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH, NOT.

Timothy B Whitmore
BY: Authorized Officer or Agent

11-1-23
Date

September 2010
Authorization Date for EEV Program

Imperial Landscapes, Inc.
Contractor Name

342271
Employment Eligibility (EEV) #

Owner
Title of Authorized Officer or Agent of Contractor

Timothy Brian Whitmore
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

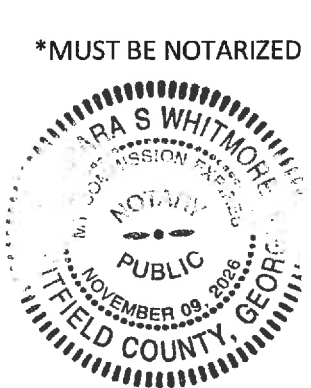
This 1 day of November, 2023

Barbara S Whitmore
Notary Public

My Commission Expires: 11-9-2026

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

*MUST BE NOTARIZED



OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared

Timothy B. Whitmore (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of Imperia 1 Landscapes, Inc. ("Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2024 Thru 2026 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 1 day of November, 2023.

Company Officer:

Timothy B. Whitmore
By

Timothy Brian Whitmore
Print

Sworn to and subscribed before me,
this 1 day of November, 2023.

Barbara J. Whitmore
Notary Public



Imperial Landscapes Inc
Landscaping*Irrigation*Maintenance*
429 Hwy 2
Tunnel Hill, GA 30755
Phone/Fax: (706) 694-0075

CITY OF DALTON
DALTON, GA

BID FORM

MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Item Description:

Provide mowing and other services at all **twenty six (26) locations** within the City of Dalton and Dalton Parks and Recreation Department Facilities.

LUMP SUM BID: \$ 224,999.88
Per Calendar Year for 2024, 2025, 2026

Bid Alternate A:

Provide mowing and other services at the following locations within the City of Dalton:

- | | |
|--------------------------------|----------------------|
| 1. West Hill Cemetery & Chapel | \$ <u>109,000.00</u> |
| 2. Oak Hill Cemetery | \$ <u>8,000.00</u> |
| 3. Old Presbyterian Cemetery | \$ <u>2,899.94</u> |

BID ALTERNATE "A": \$ 119,899.94
Per Calendar Year for 2024, 2025, 2026

Bid Alternate B:

Provide mowing and other services at the following locations within the City of Dalton:

- | | |
|--|--------------------|
| 4. Huff House | \$ <u>2,596.00</u> |
| 5. Hamilton House & Crown Gardens and Park Areas | \$ <u>7,408.96</u> |
| 6. Trammell Street | \$ <u>4,760.00</u> |
| 7. East Morton & Sheryl Drives Islands | \$ <u>1,700.00</u> |
| 8. Kenilworth Court Median | \$ <u>1,700.00</u> |
| 9. Willow Park Median | \$ <u>1,900.00</u> |
| 10. Thornton Avenue/Walnut Avenue Islands | \$ <u>2,880.00</u> |
| 11. Public Works Office | \$ <u>6,035.00</u> |
| 12. City Hall | \$ <u>6,560.00</u> |
| 13. Burr Park | \$ <u>4,760.00</u> |

- WOOD PARK ESTATES ISLANDS

1,700.00

BID ALTERNATE "B": \$ 41,999.96

Per Calendar Year for
2024, 2025, 2026

Bid Alternate C:

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

14. Old City Park/Adjacent Corner & Dalton Green Park	\$	<u>4470.00</u>
15. Gateway / Central Park	\$	<u>3306.00</u>
16. Civitan Park/Mockingbird Trail	\$	<u>10,280.00</u>
17. Brookwood Park	\$	<u>7937.98</u>
18. V. D. Parrott Park	\$	<u>5520.00</u>
19. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain	\$	<u>2746.00</u>
20. Crown Mill Cut Through	\$	<u>2346.00</u>
21. Mack Gaston Community Center	\$	<u>10,440.00</u>
22. Otis Cook Tree Park	\$	<u>2346.00</u>
23. Waterfall Park	\$	<u>2686.00</u>
24. Veterans Park	\$	<u>2746.00</u>
25. Carpet Capital Rotary Park	\$	<u>2746.00</u>
26. Heritage Point Soccer Complex	\$	<u>8330.00</u>

BID ALTERNATE "C": \$ 65,899.98
Per Calendar Year for
2024, 2025, 2026

Addendum Acknowledgment:

Addenda #1: TBW

Bid(s) submitted by (Contractor Name): Imperial Landscapes, Inc.

Signed by (Company Officer): Timothy BW Whitmore

Print Name and Title: Timothy Brian Whitmore Adair

Witnessed by (Name and Signature): Barbara Whitmore, Barbara Whitmore

CITY OF DALTON

AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 4th day of December, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Imperial Landscapes, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative B & C Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on January 1, 20__ and continue said services through December 31, 20__. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 323,699.82 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and

incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative A & B , and Parks and Recreation Director for Bid Alternative C ;
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, at its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or

property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Imperial Landscapes, Inc.
429 Hwy 2
Tunnell Hill, GA 30755

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:

Timothy Brian Whitmore

By: Timothy Brian Whitmore

Title: Admin

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK

EXHIBIT “A”

Bid Specifications

Bid Alternate "B"

Locations:

Veterans Park, Huff House, Hamilton House & Crown Gardens, Trammell Street, East Morton & Sheryl Islands, Kenilworth Court, Rotary Park, Willow Parks Median, Thornton and Walnut Islands, Wood Park Estates Islands, Public Works Office, and City Hall, and Cemetery Chapel

Awarded contractor for bid alternate "B" shall provide individual pricing for the Huff House, Hamilton House and Crown Gardens, for accounting purposes.

A. Mowing:

* Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 10. (Except for City Hall should be mowed weekly from March 1 through December 10.)

* Each mowing is accompanied by edging all sidewalks, curbs, patios, and bed edges; blowing off all walkways, patios, and entrances.

* City's Landscaping Foreman shall direct the mowing height of all areas.

* No grass clippings should be blown on beds or tree rings.

* Grass clippings shall be bagged at City Hall and Public Works. Mulching decks are permitted.

B. Leafing:

* The grounds should be kept free of leaf litter.

* No leaf mulching is permissible at City Hall or Public Works. Leaves should be bagged or raked in piles and removed.

C. Shrubs and Flower Beds:

* Prune shrubs at City Hall, Public Works, Thornton and Walnut islands, Veterans Park, Hamilton House & Crown Gardens, Rotary Park, and Cemetery Chapel in spring and summer, as needed.

* Plant flower beds with spring and fall annuals at City Hall, Public Works, Thornton and Walnut islands, Cemetery Chapel, and Veterans Park. Place fertilizer, soil conditioner and pre-emergent herbicides at time of planting.

* Type or species of annuals shall be selected in consultation with the City's Landscape

Foreman.

*Any weeds that do arise following pre-emergent application need to be removed by hand. Use of herbicides does not constitute weed removal from flower beds.

D. Mulching:

- * All landscaped beds and tree rings shall be mulched during spring with a layer of ground pine mulch.
- Before being mulched, each bed and tree ring should be edged. No “volcano” mulching around shrubs or tree rings will be allowed.
- Only "ground pine bark" mulch may be used. Absolutely no hardwood bark is permitted.
- Old mulch shall be removed from base of trees prior to installing new mulch.

E. Additional contract requirements:

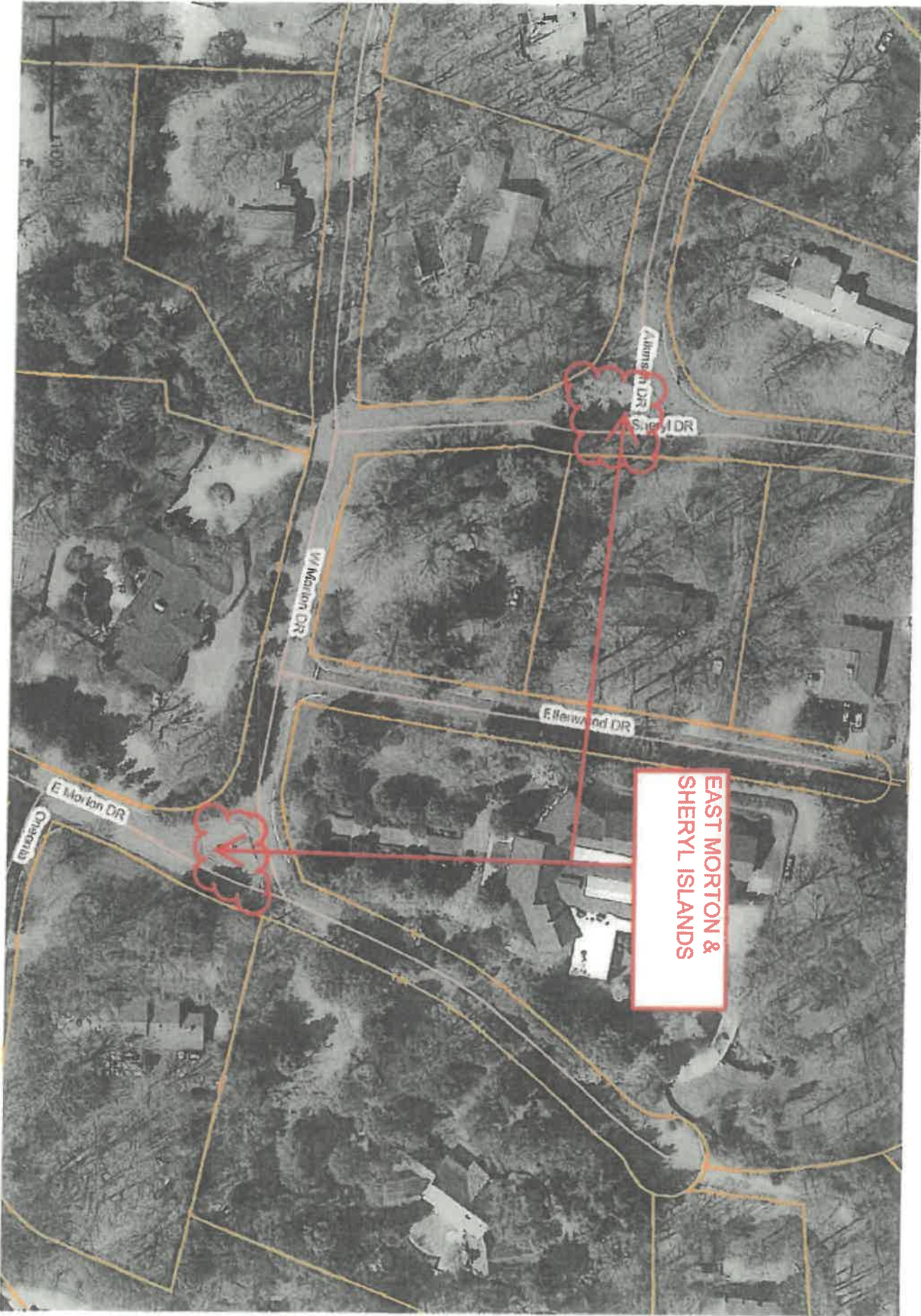
- * The City's Public Works Landscape Foreman shall be the City's contact person for this contract.
- The contractor will be required to sign a written statement that affirms that all employees have legal work status and all terms and conditions of State and Federal laws have been complied with.
- The contractor will provide three current references.
- The contractor will be responsible for providing ant killer and keep ant hills knocked down at the Public Works Office and City Hall, if necessary.
- The contractor will honor special request from the City of Dalton.
- The service provider will bill Dalton Public Works monthly.

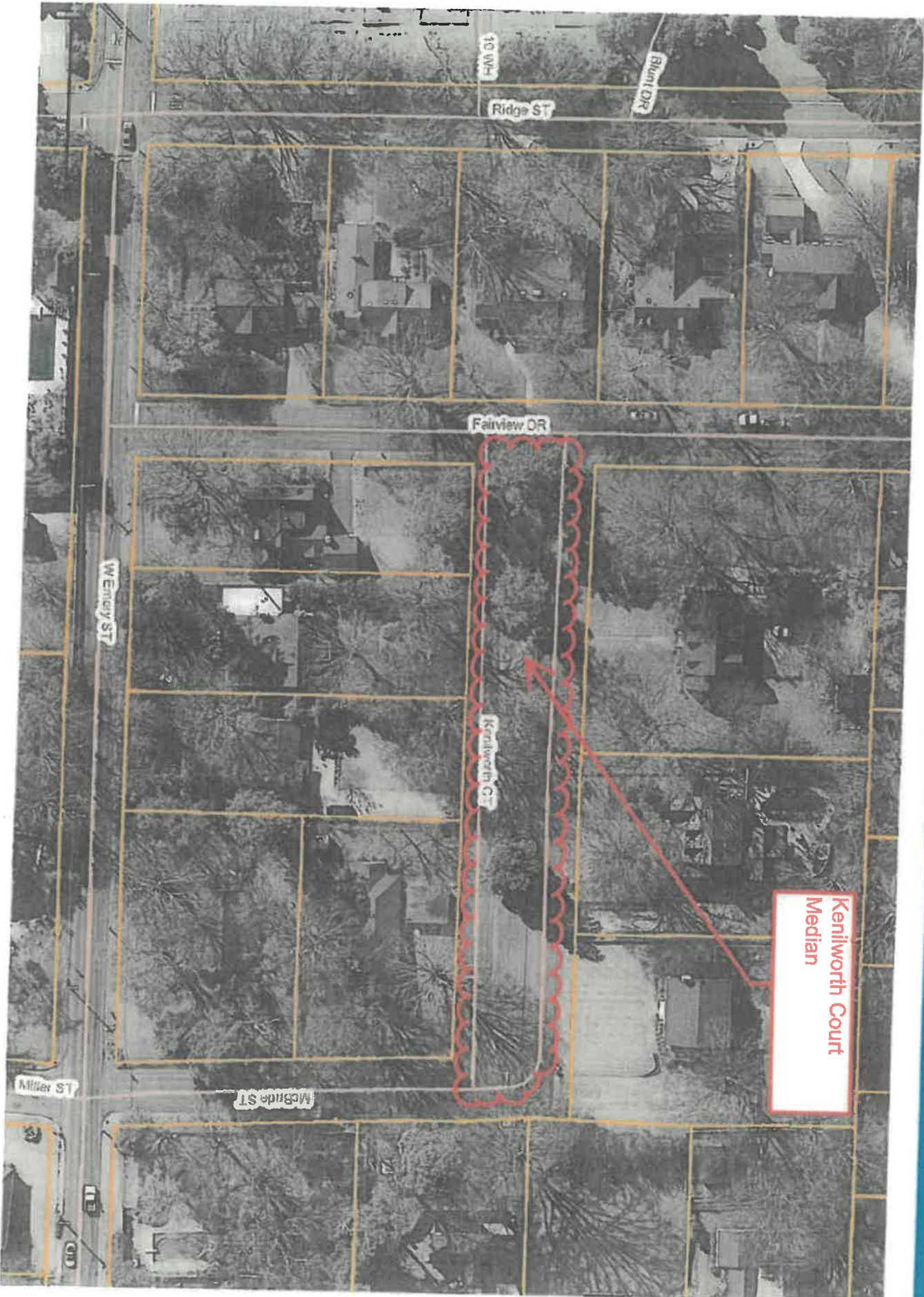




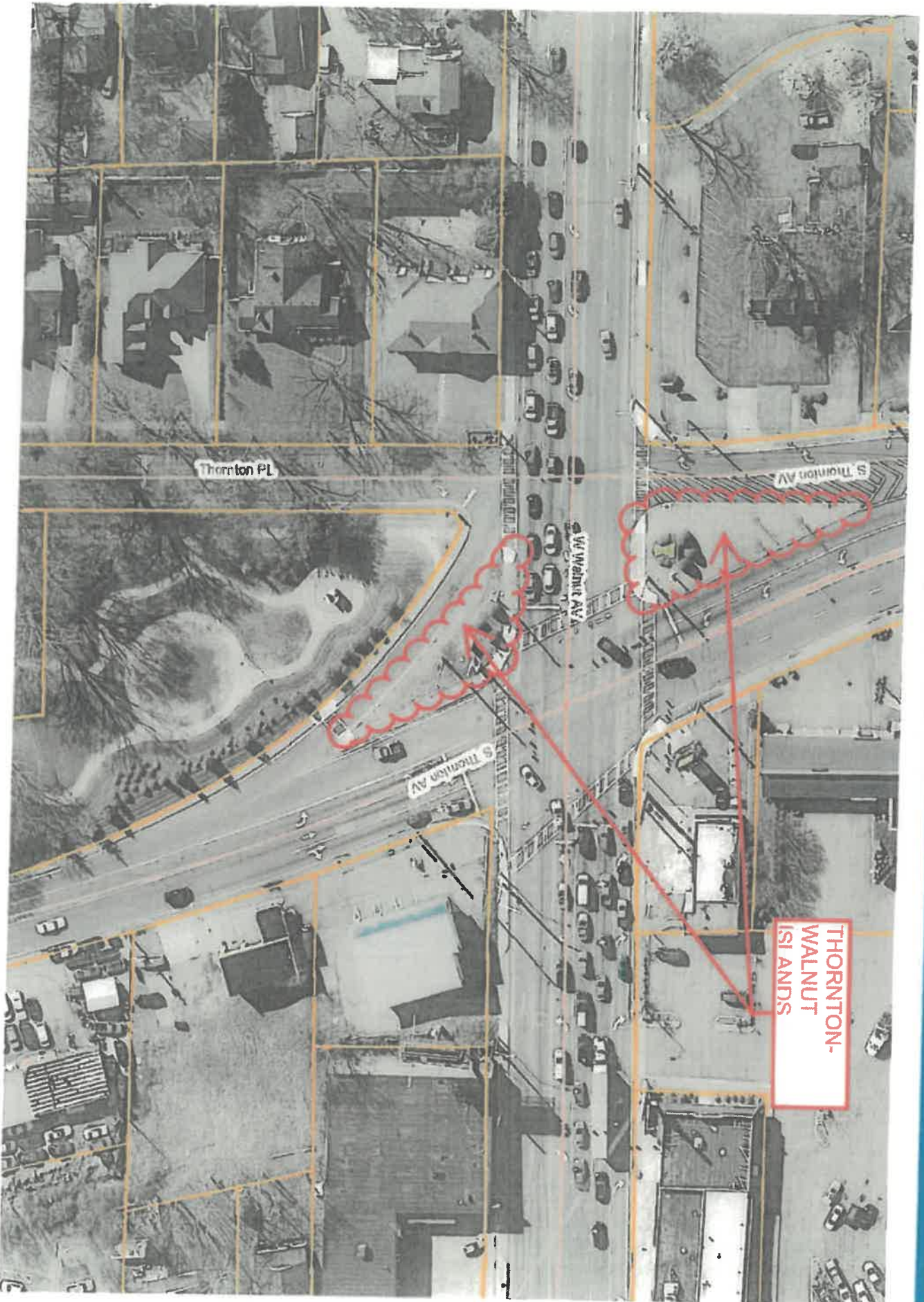
HAMILTON HOUSE &
CROWN GARDENS &
PARK

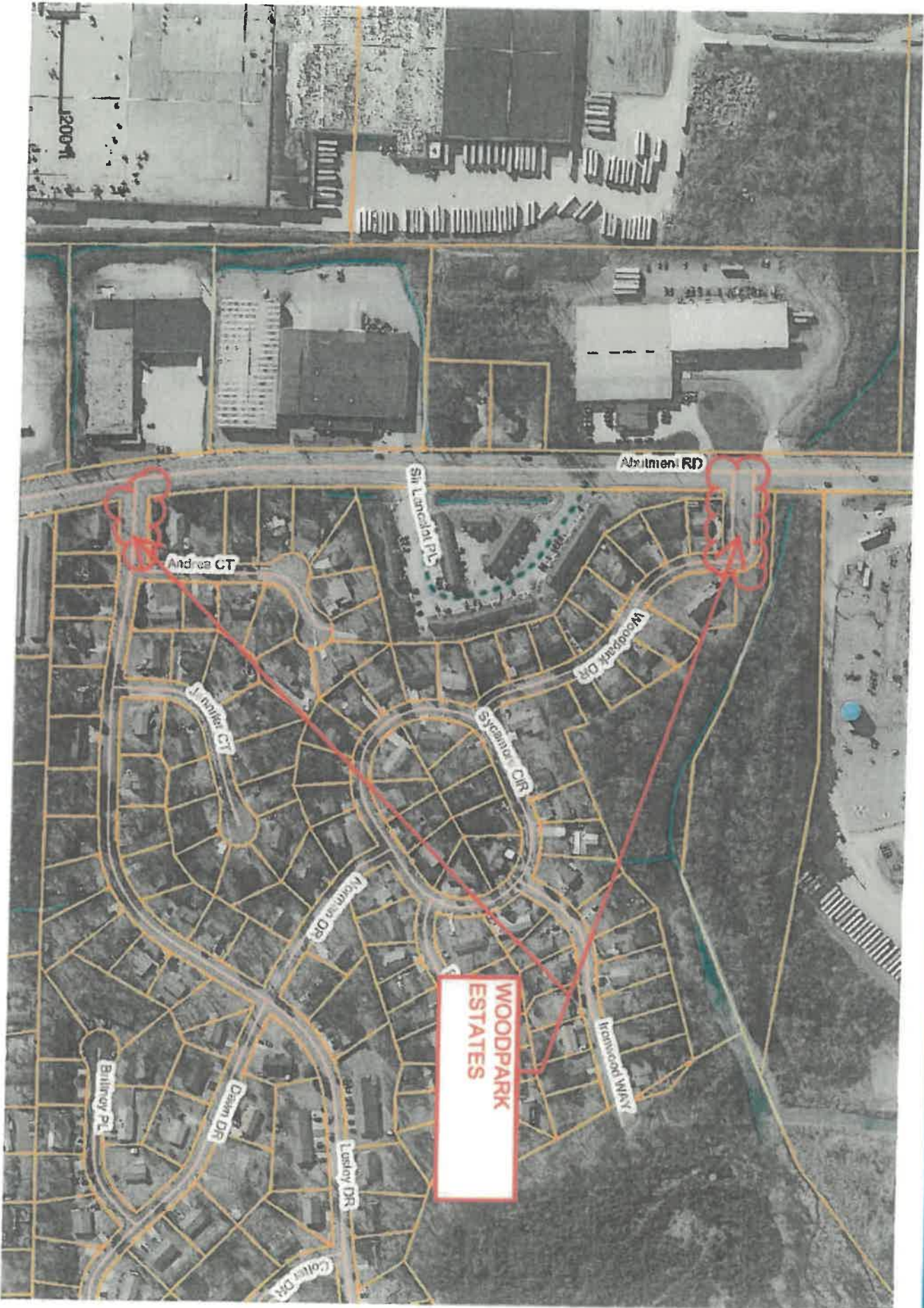


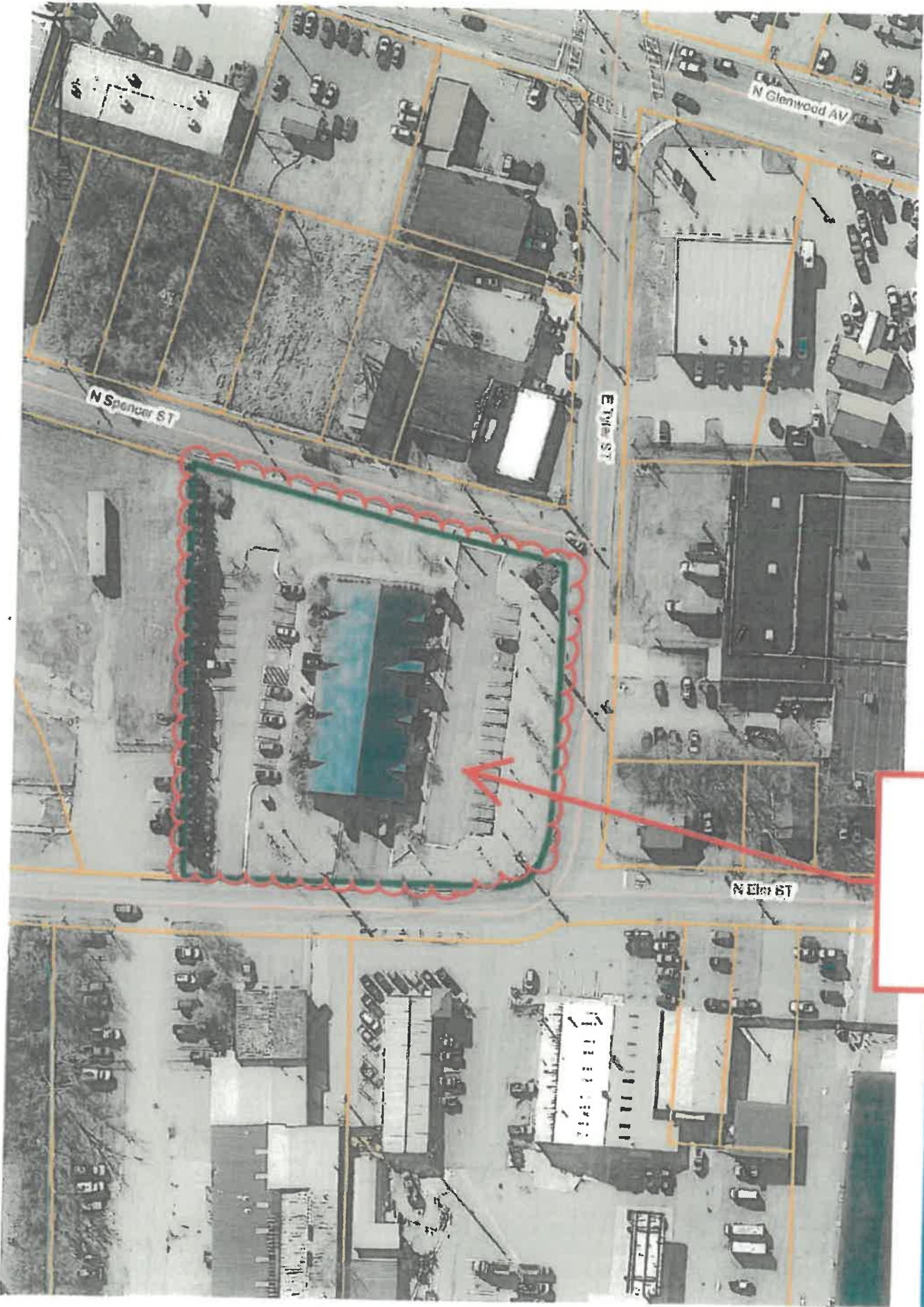




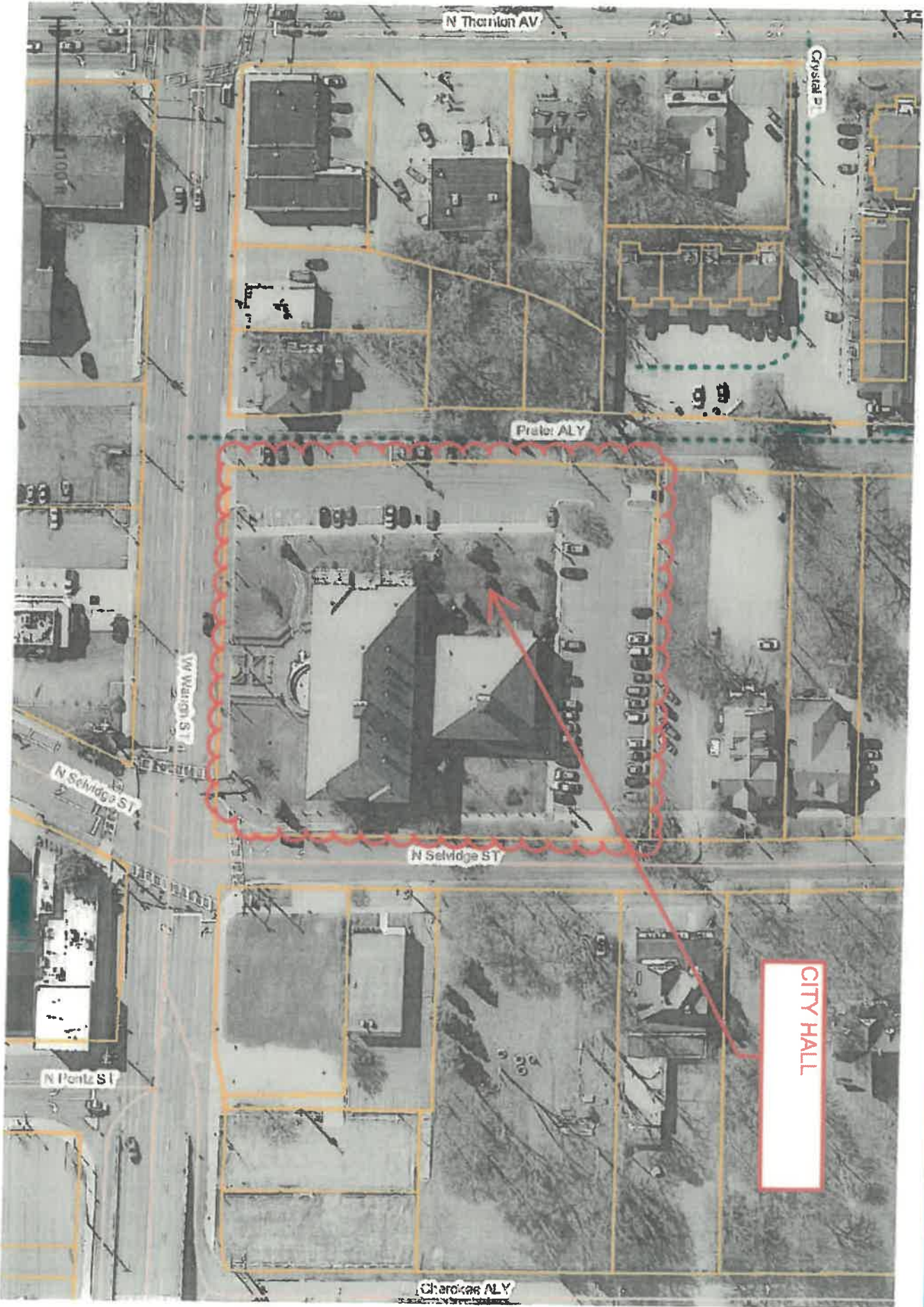




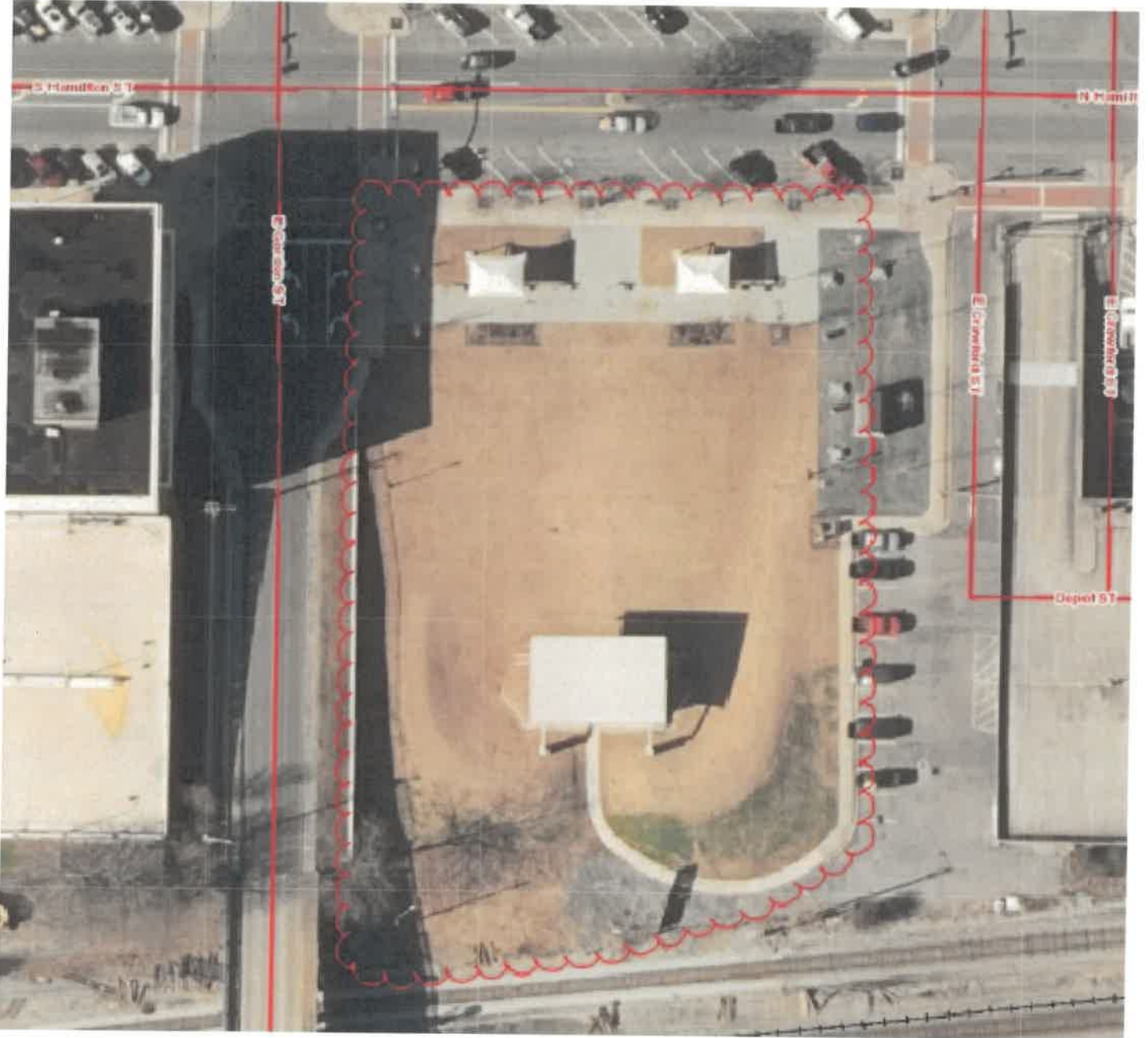




PUBLIC WORKS
535 ELM STREET



Burr Park





General Guidelines for Mowing and Landscape Contracts

Adherence to park guidelines is essential to uphold DPRD's standards.

1. Grass mowing heights should adhere to these guidelines:
 - a. Bermuda Grass: Maintain heights between 1.5 - 2 inches, avoiding excessive trimming before winter. Scalping Bermuda grass is acceptable in mid-April, followed by regrowth to the preferred height.
 - b. Fescue or Cool Season Blend Grass: Maintain heights at a minimum of 3 inches and raise them to 4 inches from June 15th to September 15th.
2. Utilize bagging-style mower decks or equip them with mulching kits to prevent debris discharge; no side or rear eject decks are allowed.
3. Mulched areas must receive pre-emergent treatment compatible with landscaping in the beds.
4. Landscape design changes require pre-approval from Parks and Facilities Superintendent, Michael Hendricks.
5. DPRD crew Supervisors and the Parks and Facilities Superintendent will conduct regular park inspections. Any deviations from the guidelines will prompt communication via phone or email to address the issue.
6. Failure to maintain parks may lead to contract termination or liquidated damages payment to the city.
7. In the event of wet weather, DPRD acknowledges work delays but expects a prompt schedule recovery.
8. Signage promoting the landscaping company's work in our parks is permitted upon approval of placement.



Dalton Park and Recreation Department – Mowing and Landscape Bid Package Specifications 2024

Old City Park School and Adjacent Corner - 210 N Thornton Ave (beside Dalton Green)

1. Lawn Maintenance
 - a. Weekly mowing from April 1st to October 15th; bi-weekly mowing from March 1st to April 1st and from October 16th to December 31st.
 - b. Mowing includes edging sidewalks, curbs, pads, and bed edges, as well as blowing walkways, pads, and entrances. Weeding of beds and tree rings is also part of the process.
 - c. Remove collected sticks either immediately or create a pile for DPRD to pick up.
2. Pruning
 - a. No pruning required at this location.
3. Mulching
 - a. No mulching needed at this location.
4. Herbicides and Insecticides
 - a. Maintain weed-free walkways, pads, and mulched areas using glyphosate-based applications. Preemergent herbicides may be used if compatible with existing vegetation in beds. Soil sterilants require approval from the Park Superintendent.
 - b. Any damage due to spills or other misuses of chemicals will be the sole responsibility of the landscaper. Any loss of plant material due to negligence or misapplication will be reinstalled, seeded or sodded at the landscaper's expense.
 - c. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care
 - a. Exercise caution when mowing, trimming, or mulching around trees. "Volcano" mulching is not allowed. Avoid pushing mulch above root flares during mowing.
 - b. Mechanical damage to tree bark from weed eaters or machinery can harm or kill trees. Protect and preserve trees, as they are valuable assets.
 - c. DPRD handles all tree-related care and maintenance, except for mulching.
 - d. No pruning of crape myrtles is necessary by the landscaper.

Dalton Green - 117 N Selvidge St. Dalton, GA 30721 (beside Old City Park School w/Adjacent Corner)

1. Mowing:
 - a. Weekly mowing from April 1st to October 15th, bi-weekly from March 1st to April 1st and from October 16th to December 31st.
 - b. Mowing includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks promptly or create a pile for DPRD pickup.
2. Pruning:
 - a. The landscaper will prune shrubs and bushes as needed to maintain their health and appearance, with responsibility for clippings removal.
3. Mulching:
 - a. Apply ground pine mulch annually to all shrubbery beds and tree rings after edging with a bed edger. NO HARDWOOD BARK is allowed due to fungal spores and disease risks.
4. Herbicides and Insecticides:



- a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Preemergent herbicides are permissible if compatible with existing vegetation. Soil sterilants require Park Superintendent's approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
- a. Exercise care when working around trees to avoid "volcano" mulching and bark damage from machinery. DPRD handles tree-related care, except for mulching.
 - b. No pruning of crape myrtles by the landscaper.
6. Leaf Management:
- a. Keep grounds free of leaf litter, with no leaf mulching allowed.
 - b. Bag leaves or rake them into piles for removal.
7. Annuals



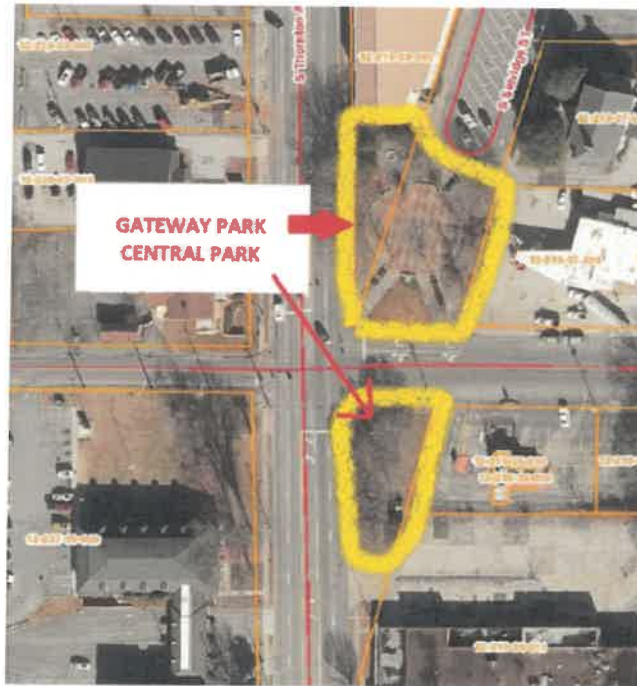
8.

Gateway Park/Central Park – corners of W Cuyler St along S. Thornton Ave

1. Mowing:
- a. Weekly mowing from April 1st to October 15th; bi-weekly from March 1st to April 1st and from October 16th to December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
2. Pruning:
- a. Landscaper prunes shrubs and bushes as needed for health and appearance, responsible for clippings removal.
3. Mulching:
- a. Apply ground pine mulch annually to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to disease risks.
4. Herbicides and Insecticides:



- a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Preemergent herbicides are permissible if compatible with existing vegetation. Soil sterilants require Park Superintendent's approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
- a. Remove collected sticks promptly or create a pile for DPRD pickup
 - b. Exercise care around trees to avoid "volcano" mulching and bark damage from machinery. DPRD handles tree-related care except for mulching.
 - c. No landscaper pruning of crape myrtles.
6. Leaf Management:
- a. Keep grounds free of leaf litter. No leaf mulching allowed.
 - b. Bag leaves or rake them into piles for removal.
7. Color Beds:
- a. In September, install winter pansies around the "Welcome to Dalton" sign on the Central Park side.
 - b. In late April or early May, the sign bed receives summer annuals.
 - c. No flower plantings on the Gateway side.
 - d. Replace prematurely perishing annual material (pansies or summer annuals) at the landscaper's expense.
 - e. Maintain weed-free year-round.



Civitan Park/Mockingbird Trail - 505 Shugart Rd. Dalton, GA 30721

1. Mowing:
- a. Weekly mowing: April 1st - October 15th; Bi-weekly: March 1st - April 1st, October 16th - December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding all beds and tree rings.



- c. Remove collected sticks promptly or inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance and removes clippings.
3. Mulching:
 - a. Apply ground pine mulch annually to all shrubbery beds and tree rings after bed edging. **NO HARDWOOD BARK** is allowed due to disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Use preemergent herbicides if compatible with existing vegetation. Soil sterilants require Park Superintendent's approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
 - a. Exercise care when working around trees to avoid "volcano" mulching and bark damage. DPRD handles all tree-related care except mulching.
 - b. No pruning of crape myrtles by the landscaper.
6. Leaf Management:
 - a. Keep grounds free of leaf litter. No leaf mulching allowed.
 - b. Bag leaves or rake them into piles for removal.
7. Color Beds:
 - a. In September, install winter pansies around the "Welcome to Dalton" sign on the Central Park side.
 - b. In late April or early May, plant summer annuals in the sign bed.
 - c. No flower plantings on the Gateway side.
 - d. Replace prematurely perishing annual material (pansies or summer annuals) at the landscaper's expense.
 - e. Maintain weed-free conditions year-round.





Brookwood Park - 901 W. Lakeshore Drive Dalton, GA 30720

1. Mowing:
 - a. Weekly from April 1st to October 15th; Bi-weekly from March 1st to April 1st and from October 16th to December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks promptly or notify DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply annual ground pine mulch to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Preemergent herbicides are permissible if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
 - a. Exercise caution around trees during mowing, trimming, and mulching to avoid "volcano" mulching and bark damage. DPRD manages tree-related care except for mulching.
 - b. No crape myrtle pruning by the landscaper.
6. Leaf Management:
 - a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag leaves or rake them into piles for removal.
7. Color Beds:
 - a. In September, install winter pansies on each side of the Brookwood entrance sign bordering Walnut Avenue and in the bed between the pickleball courts and the road (about 5 rows wide).
 - b. In late April or early May, plant summer annuals in the same locations.
 - c. Replace prematurely perishing annual material (pansies or summer annuals) at the landscaper's expense.
 - d. Maintain weed-free conditions year-round.
8. Maintain Creek Area:
 - a. Contactor must weed eat along creek bank.



V.D. Parrott Park – 807 Thornton Pl, Dalton, GA 30720

1. Mowing:
 - a. Weekly mowing: April 1st - October 15th; Bi-monthly: March 1st - April 1st, October 16th - December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks; inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply annual ground pine mulch to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Preemergent herbicides allowed if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
 - a. Exercise caution around trees during mowing, trimming, and mulching to avoid "volcano" mulching and bark damage. DPRD manages tree-related care except for mulching.
 - b. No crape myrtle pruning by the landscaper.
6. Leaf Management:
 - a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.



Joan Lewis/Fifth Avenue Island - 700 Fourth Ave. Dalton, GA 30721

1. Mowing:
 - a. Weekly: April 1st - October 15th; Bi-monthly: March 1st - April 1st, October 16th - December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks; inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply annual ground pine mulch to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Use preemergent herbicides if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
 - a. Exercise caution around trees during mowing, trimming, and mulching to avoid "volcano" mulching and bark damage. DPRD manages tree-related care except for mulching.
 - b. No crape myrtle pruning by the landscaper.
6. Leaf Management:



- a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.
7. Color Beds:
- a. In September, install winter pansies in the bed containing the Joan Lewis Park Sign.
 - b. In late April or early May, the sign bed receives summer annuals.
 - c. Replace prematurely perishing annual material (pansies or summer annuals) at the contractor's expense.
 - d. Maintain weed-free conditions year-round.



Mack Gaston Community Center - 218 North Fredrick St. Dalton, GA

1. Mowing:
 - a. Weekly from April 1st to October 15th; Bi-monthly from March 1st to April 1st and October 16th to December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks or inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply annual ground pine mulch to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Use preemergent herbicides if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Landscaper is responsible for damage or loss due to chemical spills, misuses, or negligence. Replacement of plant material due to misapplication is at the landscaper's expense.
6. Use insecticides as needed for plant health and appearance (e.g., ants, armyworms, bagworms).
7. Tree Care:



- a. Exercise caution around trees during mowing, trimming, or mulching to avoid "volcano" mulching, bark damage, and mechanical contact with tree bark. DPRD manages tree-related care, except for mulching.
- b. No crape myrtle pruning by the landscaper.
8. Leaf Management:
 - a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.
9. Color Beds:
 - i. In September, install winter pansies in the bed containing the Community Center Signs on the corner of MLK / N. Fredrick St and N. Fredrick St / McAfee St.
 - b. In late April or early May, these sign beds receive summer annuals.
 - c. Replace prematurely perishing annual material (pansies or summer annuals) at the contractor's expense.
 - d. Maintain weed-free conditions year-round.



Waterfall Park - 890 College Drive Dalton, GA 30720

1. Mowing:
 - a. Weekly from April 1st to October 15th, and bi-monthly from March 1st to April 1st and from October 16th to December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks promptly.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply ground pine mulch annually to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Preemergent herbicides may be used if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Landscaper is solely responsible for damage or losses due to chemical spills or misapplication. Replacement of plant material due to negligence is at the landscaper's expense.



- c. Use insecticides as needed for plant health and appearance (e.g., ants, armyworms, bagworms).
 - d. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:
- a. Exercise caution when working around trees during mowing, trimming, or mulching to avoid "volcano" mulching and mechanical damage to tree bark. DPRD handles tree-related care, except for mulching.
 - b. No crape myrtle pruning by the landscaper.
6. Leaf Management:
- a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.



Carpet City Rotary Park - 701 W Crawford St, Dalton, GA 30720

1. Mowing:
 - a. Weekly: April 1st - October 15th; Bi-monthly: March 1st - April 1st, October 16th - December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks; inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Mulching:
 - a. Apply annual ground pine mulch to all shrubbery beds and tree rings after bed edging. NO HARDWOOD BARK allowed due to fungal spore and disease risks.
4. Herbicides and Insecticides:
 - a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Use preemergent herbicides if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
5. Tree Care:



- a. Exercise caution around trees during mowing, trimming, and mulching to avoid "volcano" mulching and bark damage. DPRD manages tree-related care except for mulching.
- b. No crape myrtle pruning by the landscaper.
6. Leaf Management:
 - a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.
7. Color Beds:
 - a. In September, install winter pansies in the bed containing the Joan Lewis Park Sign.
 - b. In late April or early May, the sign bed receives summer annuals.
 - c. Replace prematurely perishing annual material (pansies or summer annuals) at the contractor's expense.
 - d. Maintain weed-free conditions year-round.



Heritage Point Soccer Complex – 1500 Hale Bowen Drive, Dalton, GA, 30721

1. Mowing:
 - a. Weekly: April 1st - October 15th; Bi-monthly: March 1st - April 1st, October 16th - December 31st.
 - b. Includes edging sidewalks, curbs, pads, and bed edges, blowing walkways, pads, and entrances, and weeding beds and tree rings.
 - c. Remove collected sticks; inform DPRD for pickup.
2. Pruning:
 - a. Landscaper prunes shrubs and bushes as needed for health and appearance, with clippings removal responsibility.
3. Pine Straw:
 - a. Apply pine straw to all shrubbery beds and tree rings after bed edging.
4. Evergreen Tree Bed –
 - a. Keep bed preemerge and weed free
 - b. Apply Mulch to area - NO HARDWOOD BARK allowed due to fungal spore and disease risks.
5. Herbicides and Insecticides:



- a. Maintain weed-free walkways, pads, and mulched areas with glyphosate-based applications. Use preemergent herbicides if compatible with existing vegetation; soil sterilants require Park Superintendent approval.
 - b. Any weeds that arise following premerge application need to be removed by hand. Use of herbicide does not constitute weed removal from flower bed.
6. Tree Care:
- a. Exercise caution around trees during mowing, trimming, and mulching to avoid "volcano" mulching and bark damage. DPRD manages tree-related care except for mulching.
 - b. No crape myrtle pruning by the landscaper.
7. Leaf Management:
- a. Keep grounds free of leaf litter; no leaf mulching allowed.
 - b. Bag or pile leaves for removal.



Otis Cook Tree Park – Southeast of the intersection of Juniper Ave and Parkway Dr



Crown Mill Cut Through – connects Chattanooga Ave to Rachel Street





Price Sheet

Park	Monthly Cost	Yearly Cost
Old City Park School and Adjacent Corner & Dalton Green Park	\$ 372.50	\$ 4470.00
Gateway Park/Central Park	\$ 275.50	\$ 3306.00
Civitan Park/Mockingbird Trail	\$ 856.66	\$ 10,280.00
Brookwood Park	\$ 661.50	\$ 7937.98
V.D. Parrott Park	\$ 460.00	\$ 5520.00
Joan Lewis Park/5 th Ave	\$ 228.83	\$ 2746.00
Crown Mill Cut Through	\$ 195.50	\$ 2346.00
Mack Gaston Community Center	\$ 870.00	\$ 10,440.00
Otis Cook Tree Park	\$ 195.50	\$ 2346.00
Waterfall Park	\$ 223.83	\$ 2686.00
Veteran's Park	\$ 228.83	\$ 2746.00
Carpet City Rotary Park	\$ 228.83	\$ 2746.00
Heritage Point Soccer Complex	\$ 694.17	\$ 8330.00
Lump Sum:		65,899.98

SUBMITTED:

Imperial Landscapes Inc,
Company Name

429 Hwy 2 Tunnel Hill Ga 30755
Company Address

Timothy B. Whitmore
Authorized Signature

Timothy Brian Whitmore Admin
Print Name & Title

EXHIBIT "B"

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2024, 2025, and 2026. At the end of calendar years 2024 and 2025, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor's Bid Price for each of these years are:

Alternate "A" = ~~119,899.94~~ *Not Awarded*

Alternate "B" = 41,999.96

Alternate "C" = 65,899.98

Note: These Alternates shall be billed separately.

- Contractor will submit payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City's designees.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/04/2023

Agenda Item: Traffic Control Change - N Selvidge St. No Parking

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? No

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:

We are proposing to make N Selvidge Street from Waugh Street to Chattanooga Avenue No Parking, on both sides of the road. This is stemming from a citizens request as well as request from the Police Department to aid in safety issues that the corridor is experiencing due to Selvidge being reduced to one lane for several hundred feet for long periods of time forcing vehicles into on coming traffic. This corridor is not sufficient for on street parking, and by approving the request, it will allow the Police Department to enforce the ordinance ultimately eliminating the safety concern.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

TRAFFIC CONTROL CHANGE

Type: Two-Lane Transitional Commercial No Parking

Location: North Selvidge Street

Comments: The purpose of this Traffic Control Change is to implement a No Parking zone for both sides of N. Selvidge Street from Waugh Street to Chattanooga Avenue. The City of Dalton Police Department has received complaints about on-street parking within this portion of street impeding sight distance for through traffic. Vehicular traffic is forced to encroach into oncoming traffic, creating unsafe conditions; said situation could potentially obstruct emergency vehicles. In addition, the properties in the section of N. Selvidge Street described above have sufficient off-street parking. If the Traffic Control Change is approved, the Public Works Department will install the required signage.

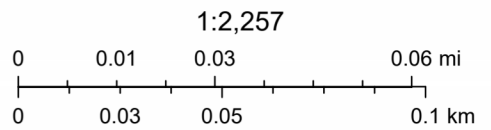
Date of Approval: _____

Mayor's Signature: _____

Traffic Control Change - North Selvidge Street No Parking



11/20/2023, 1:46:57 PM





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/04/2023

Agenda Item: Arcadis Task Order #010 - Crown Creek Regional Detention Study & Design

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$309,761

Funding Source if Not in Budget Bonded Capital Projects

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

This request is to execute Task Order #010 in the amount of \$309,761 with Arcadis to perform a study of the Crown Creek watershed originating around the Vernon Avenue area and terminating at Chattanooga Avenue near Chenille Drive. The purpose of the task order is to study the drainage basin and design a detention facility on City owned property around the Beverly Drive and Vernon Avenue area. This is similar to the N. Walnut drainage study and has the ability to produce great returns in relation to flow attenuation and minimizing flooding impacts from Beverly Drive down to Chattanooga Avenue.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 010
Task Order Date: November 21, 2023

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated March 1st, 2020, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client’s Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____

Project Name: Crown Creek Regional Detention Study & Design
Client's Representative: Jackson Sheppard

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 305 days from Notice to Proceed

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ \$309,761 [] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

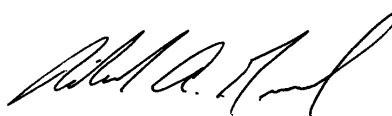
5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached, and incorporated into this Task Order:

6. Amendment: [] This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.



By: _____

By: Richard A. Greuel, PE

Title: _____

Title: Principal Engineer

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 010

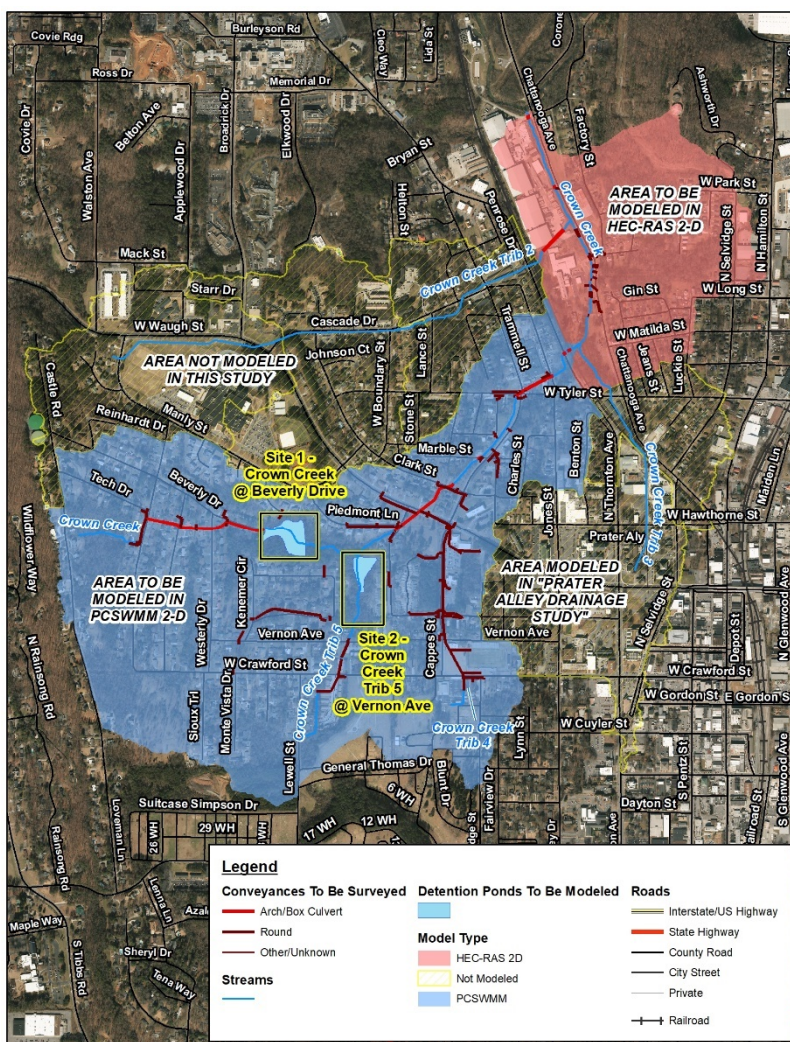
Attachment 1

Description of Project & Scope of Work

Introduction

To address flooding along Crown Creek, the City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis support for improvements within the watershed. Previously, Arcadis had created a hydrologic study of all watersheds within the city’s limits, which included the entire Crown Creek watershed (see report titled “Flood Abatement Plan – Hydrologic Modeling” dated November 2022). The goal of this study was to identify areas that significant detention facilities could be built that would have watershed scale impacts. Two such potential detention facilities were identified in the upper reaches of the Crown Creek watershed.

While it was demonstrated that these facilities could reduce flow rates in Crown Creek, no hydraulic evaluations of Crown Creek were performed to ascertain how much impact that would have on the flood elevations in the creek itself. For example, if flow rates were decreased 10%, how much would that affect road crossings favorably, and would that reduce the extents of flooding. This proposal provides engineering analysis and support to create a two-dimensional hydraulic model of the Crown Creek. This modeling will provide the engineering to design the two detention facilities as well as quantify the impacts along the creek channel from the two detention facilities to Mill Creek. Refer to the figure below for reference regarding limits of the proposed evaluations associated with this scope of work.



Phase 1 – Alternatives Evaluation

The purpose of Phase 1 is to analyze the drainage system's existing conditions and test different regional stormwater detention solutions to relieve flooding within downstream portions of Crown Creek.

Task 1 – Survey

Task 2 – Existing Conditions Analysis

Task 3 – Alternatives Analysis

Task 4 – Report

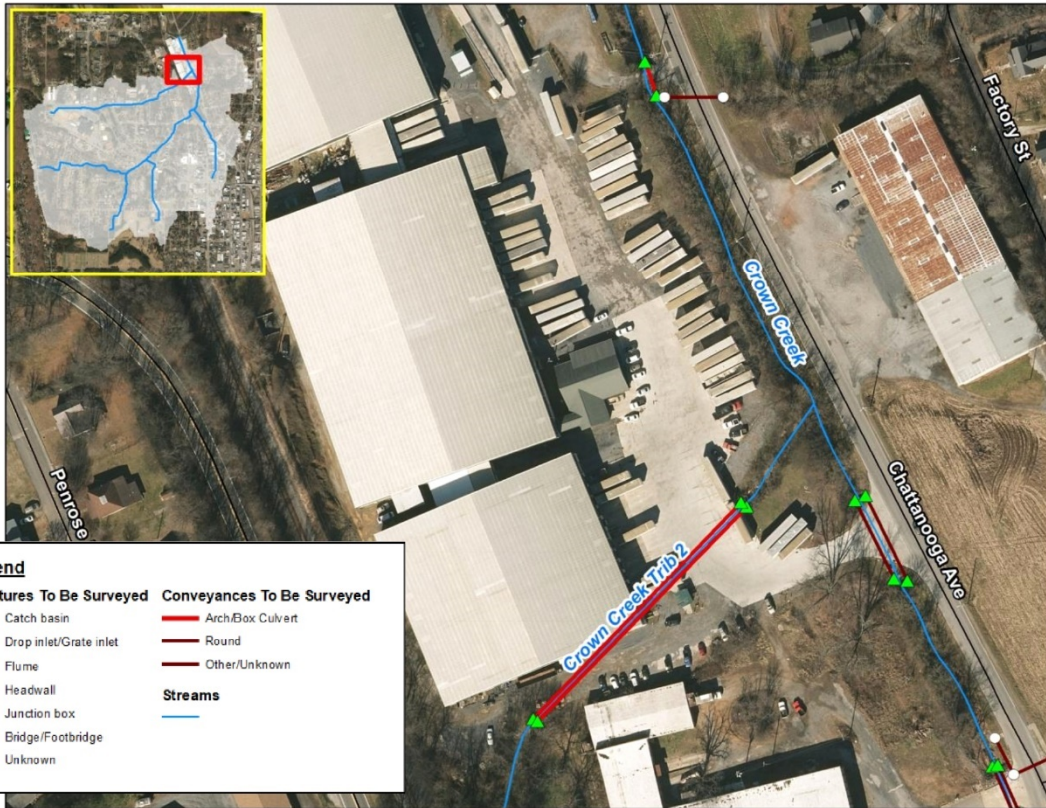
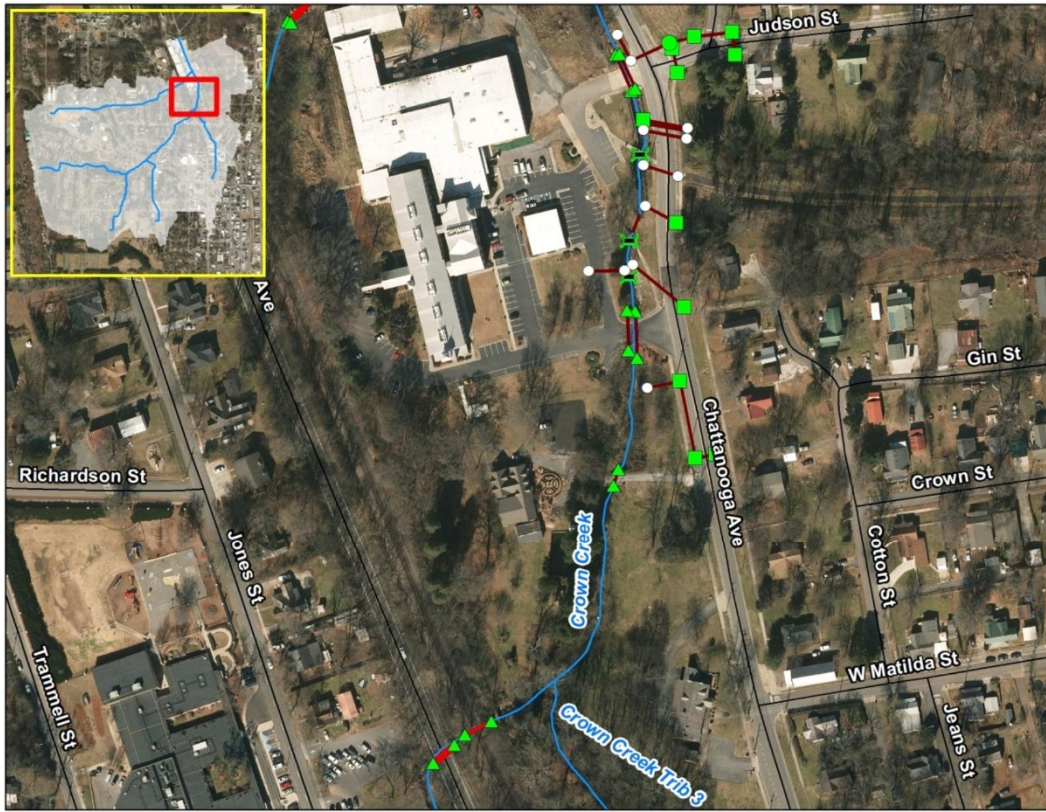
Task 5 – Public Meeting

Task 1 – Survey

Arcadis will subcontract Southeastern Engineering, Inc. (SEI) to conduct a survey of an estimated 111 conveyance pipes and corresponding structures directly connected or adjacent to Crown Creek, Crown Creek Tributary 4, and Crown Creek Tributary 5, and any others deemed necessary to conduct an accurate assessment. The surveying effort will be limited to that necessary to create a connection from the drainage system from Mill Creek and Chattanooga Ave. upstream to the two proposed detention areas on Crown Creek. The following figures highlight the 5 key drainage basin areas and storm systems to be surveyed.

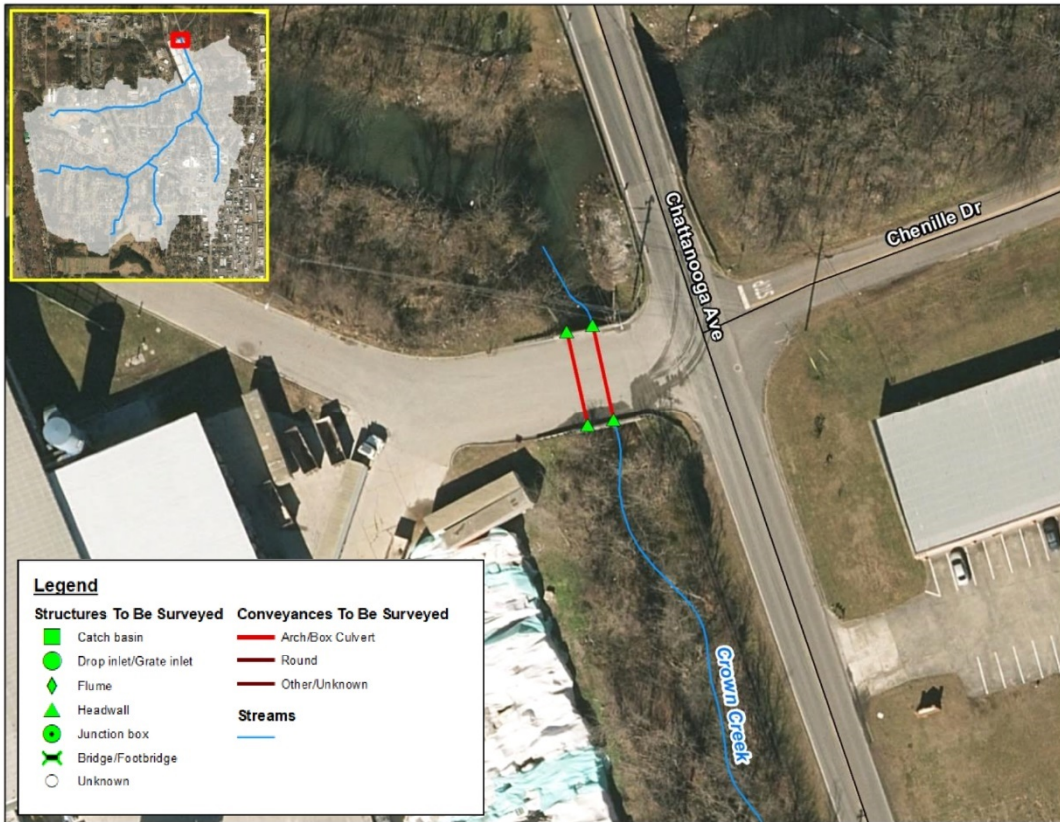


Legend	
Structures To Be Surveyed	Conveyances To Be Surveyed
■ Catch basin	— Arch/Box Culvert
● Drop inlet/Grate inlet	— Round
◆ Flume	— Other/Unknown
▲ Headwall	Streams
● Junction box	—
⊗ Bridge/Footbridge	
○ Unknown	



Legend

Structures To Be Surveyed	Conveyances To Be Surveyed
■ Catch basin	— Arch/Box Culvert
● Drop inlet/Grate inlet	— Round
◆ Flume	— Other/Unknown
▲ Headwall	Streams
● Junction box	—
✕ Bridge/Footbridge	
○ Unknown	



Number of Conveyance Pipes	111
Length (ft) of Conveyance Pipes	8,776
Length (mi) of Conveyance Pipes	1.66
Number of Structures	141

Structure Type	Count
Bridge/Footbridge	3
Catch basin	52
Drop inlet	12
Headwall	26
Hooded grate inlet	9
Junction box	8
Unknown	31
TOTAL	141

Task 2 – Existing Conditions Analysis

Task 2 will consist of development of appropriate hydraulic computer models to quantify the nature of the drainage conditions that currently exist within the Crown Creek basin. Arcadis will develop an existing conditions model based on the data collected or provided. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

PCSWMM 2D Hydraulic Modeling

Arcadis will use 2D PCSWMM to conduct the hydrologic and hydraulic (H&H) modeling needed for both this task and Task 3. PCSWMM is primarily used to evaluate closed drainage systems which are prevalent in the upper portions of Crown Creek. By utilizing a 2D analysis software, Arcadis will be able to identify overflows in the drainage system as well as identify flooding extents and patterns under various storm events. Arcadis will coordinate with the city to obtain any geographic information systems (GIS) data for the drainage area's pipes and structures along with stormwater survey data collected during Task 1.

The focus of the 2D PCSWMM modeling effort will be the upper portions of the main stem of the Crown Creek drainage system including a portion of Crown Creek Tributary 5 that runs downstream of the two potential stormwater detention facilities located at 1299 Beverly Drive and 502 Leighton's Landing and at 206 Auburn Drive and 297 N. Boundary Street ultimately extending down to where Crown Creek flows under the existing CSX Railway line. Refer to the previous figure which depicts the watershed area and details of proposed survey collected to support this effort. Arcadis staff will also conduct a limited field reconnaissance within the project area to assess existing drainage patterns including open channel and culvert connectivity.

HEC-RAS 2D Hydraulic Modeling

In addition to PCSWMM, Arcadis will use HEC-RAS 2D to conduct two-dimensional hydraulic modeling for the lower portion of the Crown Creek watershed. HEC-RAS 2D is primarily used to evaluate open drainage systems (example bridges and culverts) and natural streams which are prevalent in the lower portion of Crown Creek. Information from the PCSWMM model will be used as the starting point for the HEC-RAS modeling. The ultimate downstream point of analysis for the H&H modeling will be Crown Creek's confluence with Mill Creek.

This modeling effort will focus on the main stem of Crown Creek from just past where the CSX Railroad crosses over Crown Creek above W. Tyler Street, to the outlet into Mill Creek. In addition, the most downstream portions of Crown Creek from the CSX Railroad track to its outlet and Crown Creek Tributary 3 from W. Tyler Street to its outlet will be included in the model. Rain-on-grid hydrology will be used for the model area, and three inflows from the upstream portion of Crown Creek, Tributary 2 and Tributary 3 will be used as boundary conditions. Survey data collected will be specific to that best fit for HEC-RAS 2D which is singular linear culverts/bridges/pipes that ensure flow travels through high ground in accordance with the conveyance systems.

Assumptions:

- GIS Data transfer from County and City will be via electronic means.
- Land use will be based on parameters previously completed as part of the Flood Abatement Plan – Hydrologic Modeling
- The runoff hydrographs from the previously completed Prater Alley Drainage Study will be used to represent Crown Creek Tributary 3.
- The runoff hydrographs generated during the previously completed Flood Abatement Plan – Hydrologic Modeling will be used for Crown Creek Tributary 2.

Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the analysis.

Task 3 – Alternatives Analysis

The purpose of this task is to test different alternatives' flood reduction effectiveness. Three scenarios have been discussed with City staff and are described below:

Scenario 1 – Regional Detention of Crown Creek at the Site Along Beverly Drive

Scenario 1 will evaluate the impacts and conceptual size of a stormwater regional detention facility at two land parcels on Crown Creek along Beverly Drive to mitigate flooding downstream in the study area. This site is referred to as Site 1 in the figure in Attachment 4. In "Flood Abatement Study – Hydrologic Modeling", it was found that a pond with 14.7 ac-ft of storage and a depth of 14 feet would result in significant reductions in downstream flows, particularly for the 100-year storm event. Further hydraulic modeling is required to evaluate the true detention area needed to mitigate flooding downstream. Target levels of service and/or reductions in peak flow values for detention capacity will be determined before the evaluations are performed based on discussions with City staff. Arcadis will compare the results of Scenario 1 with the existing conditions modeling results. Please note that this evaluation will be conceptual in nature to determine the storage volume and outlet structures required to provide reduction of flows downstream. This effort will not include detailed design of the detention facilities.

Scenario 2 – Regional Detention of Crown Creek Tributary 5 at the Site Along Vernon Avenue

Scenario 2 will evaluate the impacts and conceptual size of a regional detention facility at Site 2 in the figure in Attachment 4. In "Flood Abatement Study – Hydrologic Modeling", it was found that a pond with 6.5 ac-ft of storage and a depth of 11 feet would result in significant reductions in downstream flows, particularly for the 100-year storm event. Further hydraulic modeling is required to evaluate the true detention area needed to mitigate flooding downstream. Target levels of service and/or reductions in peak flow values for detention capacity will be determined before the evaluations are performed based on discussions with City staff. As is the case with Scenario 1, Arcadis will compare the results of Scenario 1 with the existing conditions modeling results. Please note that this evaluation will be conceptual in nature to determine the storage volume and outlet structures required to provide reduction of flows downstream. This effort will not include detailed design of the detention facilities.

Scenario 3 – Both Detention Systems at the Sites Along Beverly Drive and Vernon Avenue

Scenario 3 will include both conceptual sized regional detention ponds from Scenario 1 and Scenario 2. This scenario will evaluate the maximum mitigation benefit downstream based on the results of the first two scenarios. A target level of service and/or reductions in peak flow values for detention capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario 1 and 2, Arcadis will compare the results of Scenario 3 with the existing conditions modeling results.

Meetings and Deliverables:

- Up to two remote meetings to discuss findings prior to moving to Task 4.

Task 4 – Report

Arcadis will submit a draft technical memorandum summarizing the methodology utilized to conduct the analysis as well as the results of the alternative analysis outlined in Task 3. A final version of the report will be submitted two weeks after receipt of City comments. Following completion of the draft report, we will schedule a meeting with city staff to discuss the report prior to finalization.

Assumptions:

- Draft and final reports will be electronic format.

Deliverables:

- Draft Report
- Final Report that incorporates appropriate revisions resulting from City comments received.
- Review meeting of Draft Report

Task 5 – Public Meeting

Following acceptance of the report, it is our understanding that the city will schedule a public meeting to present the findings of the effort to the city officials and public. Arcadis will prepare a Power Point presentation outlining the analysis and findings and present at a public meeting at City Hall.

Assumptions:

- Arcadis will present at one Public Meeting.
- All coordination for time, location, and notifications to the public will be handled by the city.

Deliverables:

- Power Point Presentation

Phase 2 – Regional Detention Design

Following completion of Phase 1, we understand that the city wishes to immediately begin design of a regional detention facility. This facility will consist of one of the two facilities previously identified in the Flood Abatement Plan. The decision of which facility to begin design of will be based on the results of the findings in Phase 1 and consultation with the city. The purpose of Phase 2 will be to create construction drawings for the selected regional detention facility. The following tasks will guide the development of such plans.

Task 5 – Design Survey

Arcadis will subcontract Southeastern Engineering, Inc. (SEI) to conduct a survey of proposed detention facility site. The survey will consist of a field run 1-foot contour interval topographic survey. Horizontal projection will be Georgia State Plane (NAD83-2011 Datum). Elevations will be based on NAVD88 Datum. All main features of the topography will be delineated including but not limited to the following; creeks, streams, ditches, lakes, adjacent property lines, above ground utilities, marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on spot elevations taken at an approximate 50' grid pattern to ensure that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to Georgia Technical Standards for Property Surveys. SEI will show the location of all trees with a diameter of 8-inches at breast height and larger. Additionally, property lines contiguous to the proposed detention pond will also be identified.

Additionally, the survey will include an aquatic resource delineation by qualified Ecologist/Biologist observing the United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and will include:

- Review of available USGS topographic maps, U.S. Fish & Wildlife Service National Wetland Inventory Maps, and USDA Soil Survey;
- Field study by qualified Ecologist/Biologist to identify and delineate jurisdictional waters of the U.S. (including wetlands) within the property using the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. Limits of the jurisdictional areas will be marked with surveyor's tape;
- Limits of natural wretched vegetation (due to water movement) within the on-site stream channels will be clearly marked in the field with pin flags and surveyor's ribbon;
- If necessary, the on-site stream will be scored using the North Carolina Division of Water Quality Methodology for Identification of Intermittent and Perennial Streams and their Origins (Version 4.11 – dated September 1, 2010);

- Once the survey of the wetland delineation boundary will be completed, a written report summarizing the findings will be provided.

Task 6 – Geotechnical Evaluation

Arcadis will subcontract Terracon to conduct a limited geotechnical investigation of the proposed detention facility site. Arcadis will provide a proposed work plan for the site once the detention facility has been identified and the approximate footprint of the pond dam has been sited. For the purposes of this analysis, it is assumed that the detention pond will not hold a permanent pool of water, the dam will be less than 25-feet high (as measured from the downstream toe to the crest of the dam), and the maximum storage capacity of the pond will be less than 100 acre-feet. For the purposes of this proposal, Arcadis has provided a budget of \$11,000 for this task. This fee is subject to change pending final site selection and accessibility to the site with drilling equipment.

Task 7 – Construction Plans

Following completion of the design survey and geotechnical evaluation, Arcadis will work with the city to create construction plans for the detention facility.

30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The purpose of the 30% plans is to provide a engineering design that identifies all constraints to the design and provide “proof of concept”. The 30-percent design drawings and deliverables will include:

- 30% Submittal Construction Plan Sheets
 - Title Sheet
 - Existing Conditions Plan
 - Demolition Plan
 - Site, Grading and Drainage Plan
 - Limited Construction Details

Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. As such, this memo will focus on illustrating the differences between the existing and proposed conditions of the design / plan.

Deliverables:

- 30% Construction Plans (PDF Format)
- Technical Memo outlining anticipated performance of the detention facility and the impacts to Crown Creek

Assumptions:

- No more than 2 Design Iterations for Final Concept.
- Arcadis will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.
- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City’s Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be greater than 1 acre, as such, a NPDES Construction permit will be required for this project. Additionally, the city will need to issue a Land Disturbance Permit for the project under the Georgia Erosion & Sedimentation Act.
- GDOT standard details and specifications will be sufficient for the project for drainage elements.
- No structural design services will be required for the project.

60% Plans

Arcadis will prepare a design submittal at the 60-percent design stage and submit to the city for review. The 60-percent design drawings and deliverables will include:

- 60% Submittal Construction Plan Sheets
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan
 - Pipe Profiles
 - Traffic Control Plan (if required)
 - Erosion & Sedimentation Plans
 - Erosion & Sedimentation Details
 - Standard Details

Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

Assumptions:

- Arcadis will address one round of review comments for the 60-percent design.
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet
- No renderings are included in the scope of work

90% Plans

Arcadis will prepare a design submittal at the 90-percent design stage and submit to the city for review. The 90-percent design drawings and deliverables will include:

- 90% Submittal Construction Plan Sheets
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan
 - Pipe Profiles
 - Traffic Control Plan (if required)
 - Erosion & Sedimentation Plans
 - Erosion & Sedimentation Details
 - Standard Details

It is the intent of the 90% drawings to be sufficient for permitting. Following completion of the effort, Arcadis will provide a 90% set of construction plans marked “For Permitting” signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

Deliverables:

- 90% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

Assumptions:

- Arcadis will address one round of review comments for the 90% design.
- The city will provide one set of consolidated review comments for the 90% Design Plan submittal prior to the plan review meeting.
- Following completion of this task, the plans will be considered final and sealed / signed drawings will be provided.

Task 8 - Permitting

It is assumed that no significant permitting will be encountered. The proposed project will attempt avoid impacts to wetlands, buffers, and other environmentally sensitive areas. Finally, it is anticipated that there will be no impacts to FEMA floodplains. Should permitting with Georgia EPD, US Fish & Wildlife, US Army Corps of Engineers, or FEMA, a budget of \$20,000 has been allocated. Prior to finalization of the design, a permitting effort will be evaluated to determine the permitting requirements. This will be presented to the city at that time to determine if the design should be modified or if the budget needs to be adjusted.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 010

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2023 rate table below.

2023 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/ Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 010

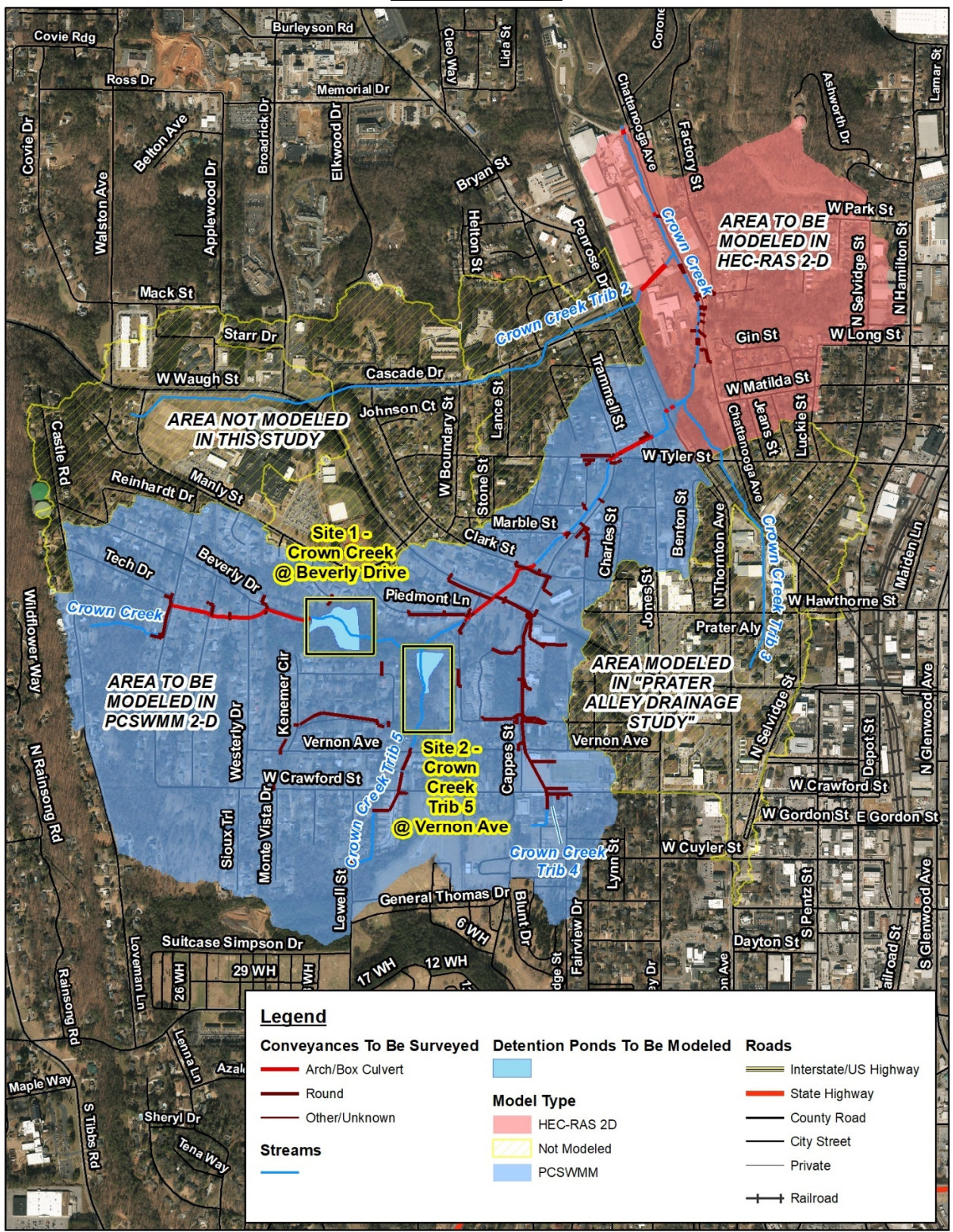
Attachment 3
Special Conditions

None.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 010

Attachment 4 Project Area Map





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/4/23
Agenda Item: Appointment to the WL&SF Commission
Department: Administration
Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Appointment of Ken White to the WL&SF Commission for a 5-year term to expire December 31, 2028. Current member is Mark Mixer.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority to annex 14.93 acres located on Lofts Way, into the City of Dalton, GA as High Density Residential (R-7). Parcel (12-160-25-000)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-26

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As High Density Residential R-7 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, HMC Holdings, Inc., and Dalton-Whitfield County Joint Development Authority, have made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton being approximately 14.93 acres located at Lofts Way and identified as Tax Parcel No. 12-160-25-000; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the Owner is requesting the Property be zoned R-7 High Density Residential under the Unified Zoning Ordinance;

WHEREAS, the zoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated by reference and are adopted as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Council find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter annexed into the corporate limits of the City of Dalton are described as follows:

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia and being part of Tract Nos. 1 and 2 of W. E. Lount Estate, and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, Inc. by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated August 3, 2018, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west right of way line of Broadrick Drive (60' R/W), said iron pin being located north 03 degrees 51 minutes 37 seconds west a distance of 468.11 feet from the intersection of the centerline of the right of way of Broadrick Drive with the centerline of the right of way of Professional Boulevard; thence south 80 degrees 34 minutes 59 seconds west a distance of 1,065.56 feet to an iron pin; thence north 01 degrees 09 minutes 50 seconds west a distance of 741.73 feet to a T post; thence north 73 degrees 49 minutes 08 seconds east a distance of 280.84 feet to an iron pin; thence south 00 degrees 23 minutes 22 seconds east a distance of 251.54 feet; thence north 77 degrees 11 minutes 12 seconds east a distance of 812.37 feet to an iron pin; thence south 00 degrees 16 minutes 02 seconds east, along the west right of way line of Broadrick Drive, a distance of 574.13 feet to an iron pin, which is the POINT OF BEGINNING.

Parcel ID: 12-160-25-000

Section 4.

The Property is to remain zoned as R-7 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 14.93 acres. No streets or roads are affected by this annexation.

Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation 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 United States Census Bureau, to the Georgia Department of Community Affairs, the Legislative and Congressional Reapportionment Office of the General Assembly, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 7.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 8.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation has occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable,

have been met.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____.

Upon second reading a motion for passage of the ordinance was made by Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

MAYOR

Attest:

CITY CLERK

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 the ___ day of _____, 20__.

CITY CLERK
CITY OF DALTON



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:	HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority
APPLICANT ADDRESS:	1200 Memorial Drive, Dalton, GA 30720
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	706.272.6411

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	Lofts Way, Dalton, Georgia
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Apartments

- PROPOSED ZONING CLASSIFICATION R-7, High Density Residential
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 14.93 Acres
- TAX MAP NUMBER/PARCEL NUMBER 12-160-25-000
- HOUSING UNITS 218 Units

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(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) N/A

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CAUCASIAN

LATINO

AFRICAN AMERICAN

OTHER

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Dalton-Whitfield County Joint Development Authority

Kerr W. Hahn

 SIGNATURE OF APPLICANT(S)

10/16/23
 DATE

Applicant Signature Page continued

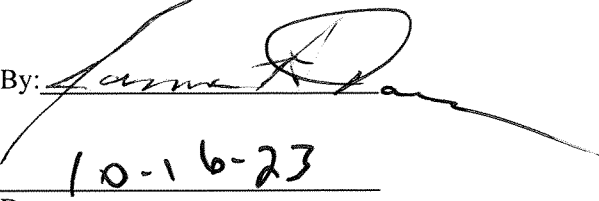
HMC Holdings, Inc.

By: Jason Meyer

10-16-23
Date

Applicant Signature Page continued

Lofts at Hamilton, LLC

By: 

10-16-23
Date

OWNERSHIP VERIFICATION

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and percentage of interest*

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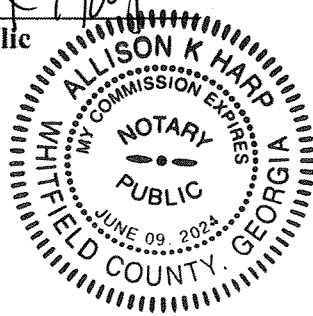
I hereby appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached **annexation contract.**

Dalton-Whitfield County Joint Development Authority
Kenn W. Harner
(Owner's Name)

Sworn to and subscribed
Before me, this 16 day
of October, 2023.

Allison K Harp
Notary Public

(Seal)



OWNERSHIP VERIFICATION

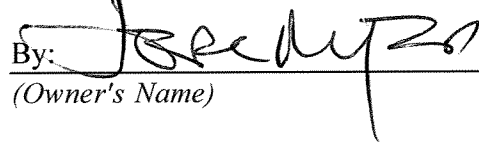
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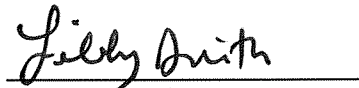
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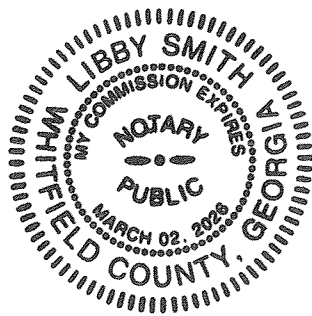
HMC Holdings, Inc.

By: 
(Owner's Name)

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Before me, this 16th day
of October, 2023.


Notary Public

(Seal)



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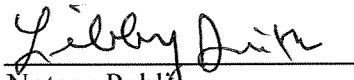
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Lofts at Hamilton, LLC

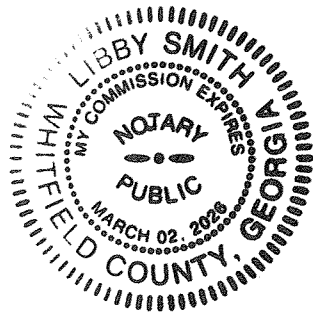
By: 

(Owner's Name)

Sworn to and subscribed
Before me, this 16th day
of October, 2023.


Notary Public

(Seal)





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 assessed value is 100% or \$100,000 X 2.237 mils, your Dalton City tax would be \$223.7 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.

Dalton-Whitfield County Joint Development Authority

Ken W. Harris

SIGNED

10/16/2023

DATE

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority to annex 14.93 acres located on Lofts Way, into the City of Dalton, GA as High Density Residential (R-7). Parcel (12-160-25-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have a consistent and conforming zone district for all their combined properties.

With no other comments heard for or against, this hearing closed at approximately 7:07 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested annexation. **Octavio Perez then made a motion to recommend approval of the annexation. Chris Shiflett then seconded the motion and a unanimous recommendation to annex the subject property into the City of Dalton followed, 4-0.**

**PSTAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: HMC Holdings Inc. is petitioning the City of Dalton for the annexation of Parcel 12-160-25-000 totaling 14.9-acres zoned *High-Density Residential (R-7)*.

The surrounding uses and zoning are as follows: Neighborhood Commercial to the north, east, and south. Low-Density Single-Family Residential to the west. *The subject property is adjacent to the City of Dalton boundary along its eastern and southern boundaries. The petitioner has requested to annex their property into the City of Dalton.*

CONSIDERING FACTORS FOR 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 property.

The proposed annexation would be suitable considering that the parcel is bounded by the City of Dalton along two of its property boundaries. No concerns regarding the creation of an unincorporated county island would result if the requested annexation is approved.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economic values of adjacent and nearby property as the underlying zoning and land use will not change if the subject property is annexed.

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

The annexation will not change the character of the subject property, nor will it influence the character of the area.

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. The petitioner is applying to annex the subject property into the City of Dalton, so it is their choice to be included in the jurisdiction of the City of Dalton.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause 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 on services are expected. Sewer, water, police, and fire services are already available at the site via automatic aide agreements.

(F) Whether the property sought to be rezoned (or 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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Medical District* character area, which is a shared character area for both Whitfield County and the City of Dalton. The purpose of this character area is to accommodate medical and healthcare related services. Altering the jurisdictional boundary of this area would have no impact in regard to the character of the area.

(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 zoning) as interpreted by current Georgia law.

While there are some adjacent parcels that will remain in the unincorporated county, no county islands will result from this annexation if it is approved.

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

N/A

Conclusion: Staff recommend approval for the annexation of parcels 12-160-25-000.

Reasons for approval:

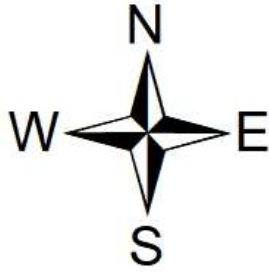
- 1) The subject property is adjacent to the City of Dalton's incorporated boundary to the east and south property boundaries.
- 2) Annexation will improve the consistency of the City boundary in this area.

- 3) There is no proposed change in current use, including zoning for the parcel due to the Unified Zoning Ordinance shared by the City and County.

HMC Holdings Inc & Dalton-Whitfield JDA Annexation Request

City of Dalton

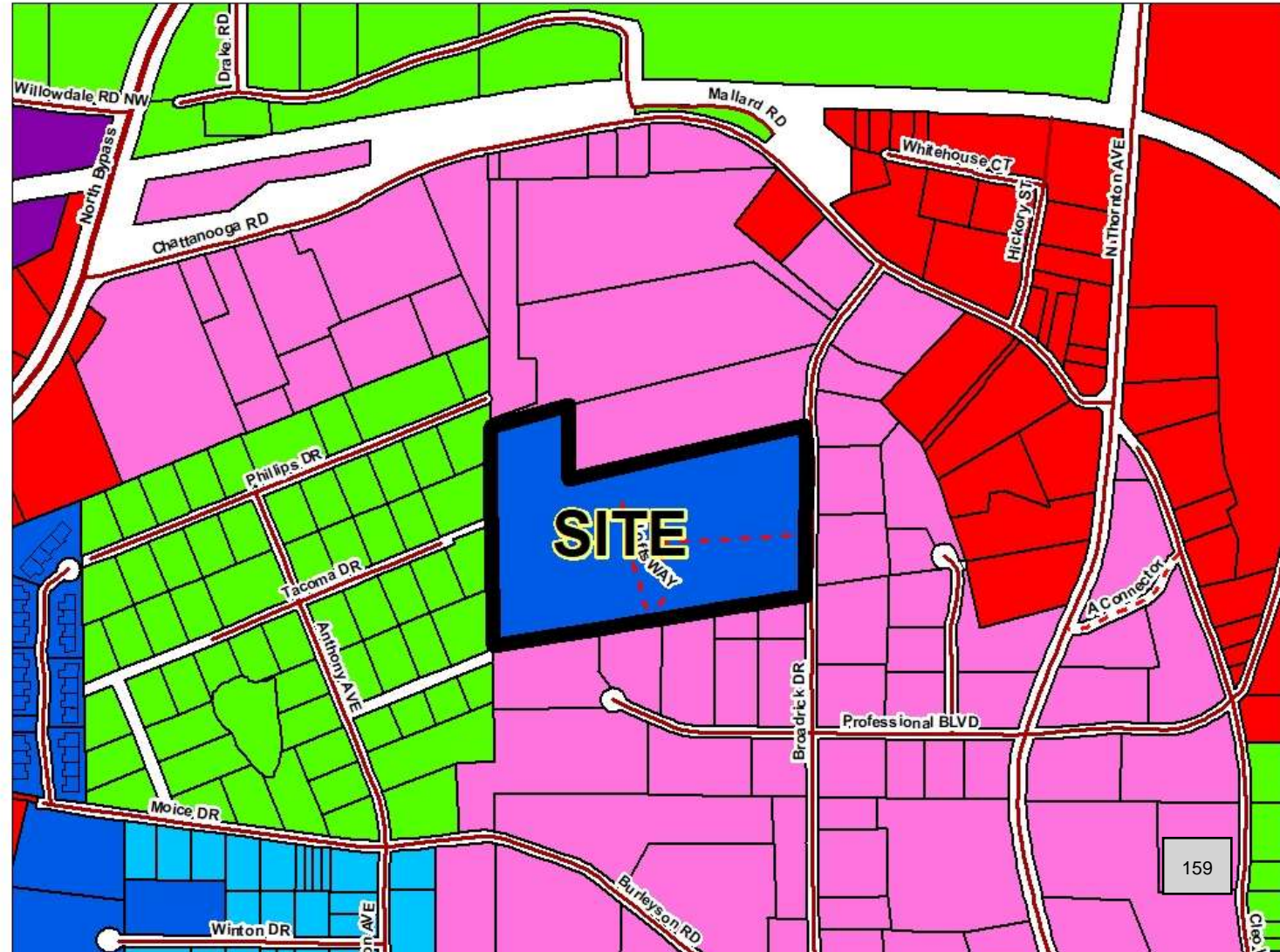
Zoning to remain R-7, High Density Residential



ZONING DISTRICT

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

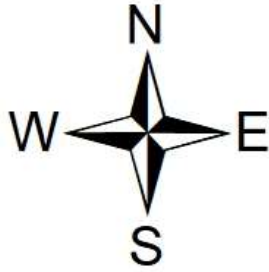
FEET
500




HMC Holdings Inc & Dalton-Whitfield JDA Annexation Request

City of Dalton

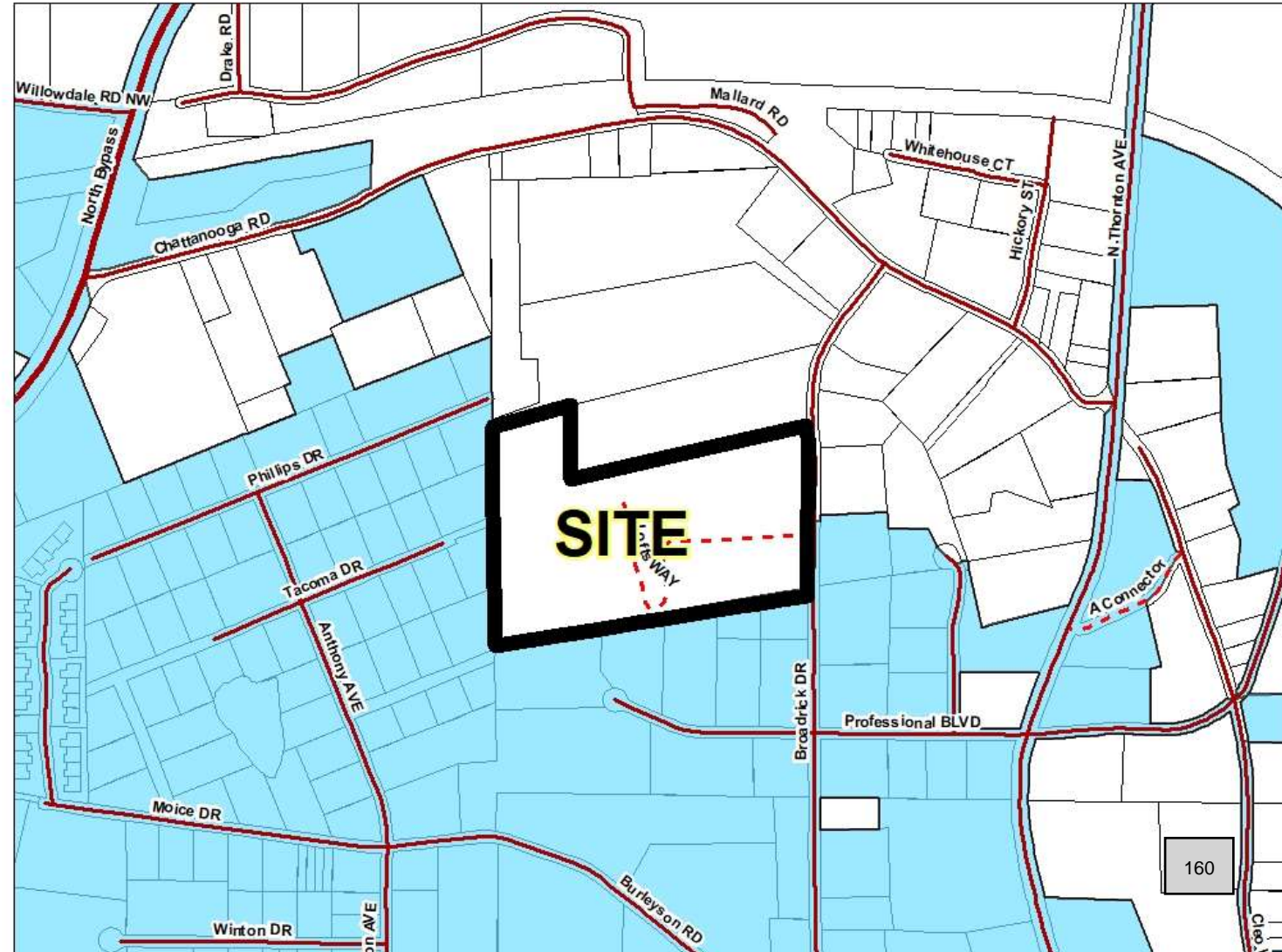
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DALTON CITY LIMITS

 Town_Boundaries

FEET
500



HMC Holdings Inc & Dalton-Whitfield JDA Annexation Request City of Dalton Zoning to remain R-7, High Density Residential



FEET
500





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:	HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority
APPLICANT ADDRESS:	1200 Memorial Drive, Dalton, GA 30720
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	706.272.6411

PROPOSED PROPERTY TO BE ANNEXED

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(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Apartments

• PROPOSED ZONING CLASSIFICATION	R-7, High Density Residential
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	14.93 Acres
• TAX MAP NUMBER/PARCEL NUMBER	12-160-25-000
• HOUSING UNITS	218 Units

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<input type="checkbox"/> CAUCASIAN	<input type="checkbox"/> LATINO
<input type="checkbox"/> AFRICAN AMERICAN	<input type="checkbox"/> OTHER
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Dalton-Whitfield County Joint Development Authority

 SIGNATURE OF APPLICANT(S)

10/16/23
 DATE

Applicant Signature Page continued

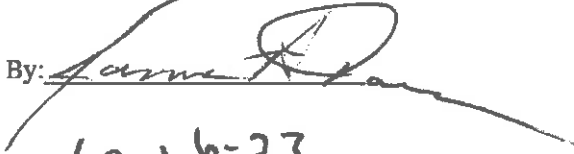
HMC Holdings, Inc.

By: Jason Meyer

10-16-23
Date

Applicant Signature Page continued

Lofts at Hamilton, LLC

By: 

10-16-23
Date

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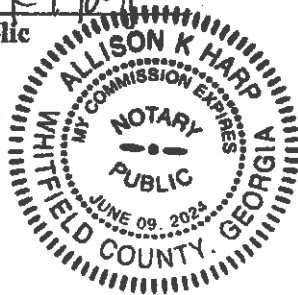
Dalton-Whitfield County Joint Development Authority

Ken W. Harner
(Owner's Name)

Sworn to and subscribed
Before me, this 16 day
of October, 2023.

Alli K Harp
Notary Public

(Seal)



OWNERSHIP VERIFICATION

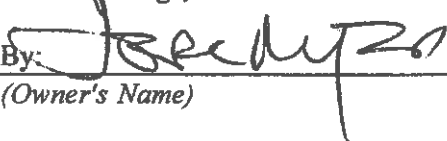
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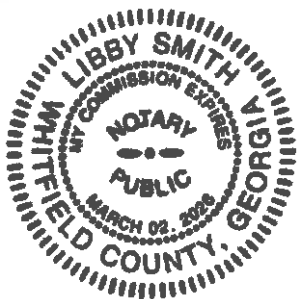
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Notary Public

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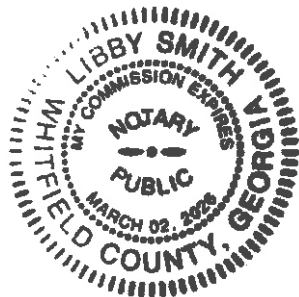
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By: 
(Owner's Name)

Sworn to and subscribed
Before me, this 16th day
of October, 2023.


Notary Public

(Seal)



PTel 003361

Deed Doc: WD
Recorded 12/23/2020 11:48AM
Georgia Transfer Tax Paid : 30.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06815 Pg 0861-0864

After recording, return to:

James R. Woodward, Esq.
Gray Pannell & Woodward LLP
347 W. Hancock Ave., Suite 100
Athens, Georgia 30601

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WHITFIELD

THIS INDENTURE, made this 1st day of December, 2020, between HMC HOLDINGS, INC., a Georgia corporation (hereinafter called "GRANTOR") and the DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY (hereinafter called "GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00), in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, forever, in FEE SIMPLE, subject only to those matters described on Exhibit "B" attached hereto and by reference made a part hereof.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons claiming by, through, or under GRANTOR, but not otherwise, except for those matters described on Exhibit "B" attached hereto.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this deed to be executed by the duly authorized officers of its general partner and the corporate seal of its general partner to be affixed hereto, the day and year above written.

(CORPORATE SEAL)

HMC HOLDINGS, INC., a Georgia corporation

By: [Signature]
Name: Jeff D. Myers
Title: President

Signed, sealed and delivered in presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

3-2-2022

(NOTARY SEAL)



[Limited Warranty Deed]

EXHIBIT "A"

Legal Description

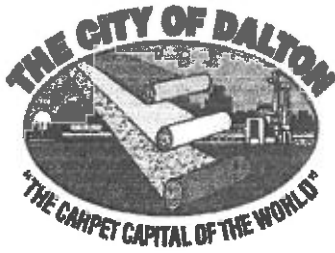
All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia and being part of Tract Nos. 1 and 2 of W. E. Lount Estate, and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, Inc. by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated August 3, 2018, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west right of way line of Broadrick Drive (60' R/W), said iron pin being located north 03 degrees 51 minutes 37 seconds west a distance of 468.11 feet from the intersection of the centerline of the right of way of Broadrick Drive with the centerline of the right of way of Professional Boulevard; thence south 80 degrees 34 minutes 59 seconds west a distance of 1,065.56 feet to an iron pin; thence north 01 degrees 09 minutes 50 seconds west a distance of 741.73 feet to a T post; thence north 73 degrees 49 minutes 08 seconds east a distance of 280.84 feet to an iron pin; thence south 00 degrees 23 minutes 22 seconds east a distance of 251.54 feet; thence north 77 degrees 11 minutes 12 seconds east a distance of 812.37 feet to an iron pin; thence south 00 degrees 16 minutes 02 seconds east, along the west right of way line of Broadrick Drive, a distance of 574.13 feet to an iron pin, which is the POINT OF BEGINNING.

EXHIBIT "B"

Permitted Encumbrances

Any encumbrances which are filed and recorded in the deed records of Whitfield County as of the date hereof shall be considered Permitted Encumbrances.



NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

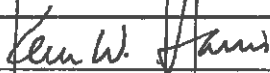
If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils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

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 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.

Dalton-Whitfield County Joint Development Authority


SIGNED


DATE

EXHIBIT "B"

4-1-9- ***High density residential (R-7)*** This district is established as a high-density residential district allowing as many as 20 dwelling units per acre. Multiple structures per lot shall be permitted in this district. Because of the increased density allowed in this district, any such lots must be served by public sewer or an approved central on-site sewage management system.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-25-000
 Realkey 15170
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name DATON WHITFIELD COUNTY JDA
 Owner Address 100 SOUTH HAMILTON STREET
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30720
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name BROADRICK
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 485972
 Current 485972
 Land 485972
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Exempt
 Strata Charity Hospitals
 Tax District County
 Neighborhood
 Legal Description 14.93A W E LOUNT EST
 Total Acres 14.93
 Zoning See GIS Map
 GMD\Map Number 056
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 485972
 2020 485972
 2019 485972

Exemption Information

Homestead S0
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

[GIS Quickmap](#)



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	DATON WHITFIELD COUNTY JDA	Legal Description	14.93A W E LOUNT EST
Year	2023	Sale Date	
Parcel Number	12-160-25-000	Taxes Due	0
Bill	209863	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7094263	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	485972	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

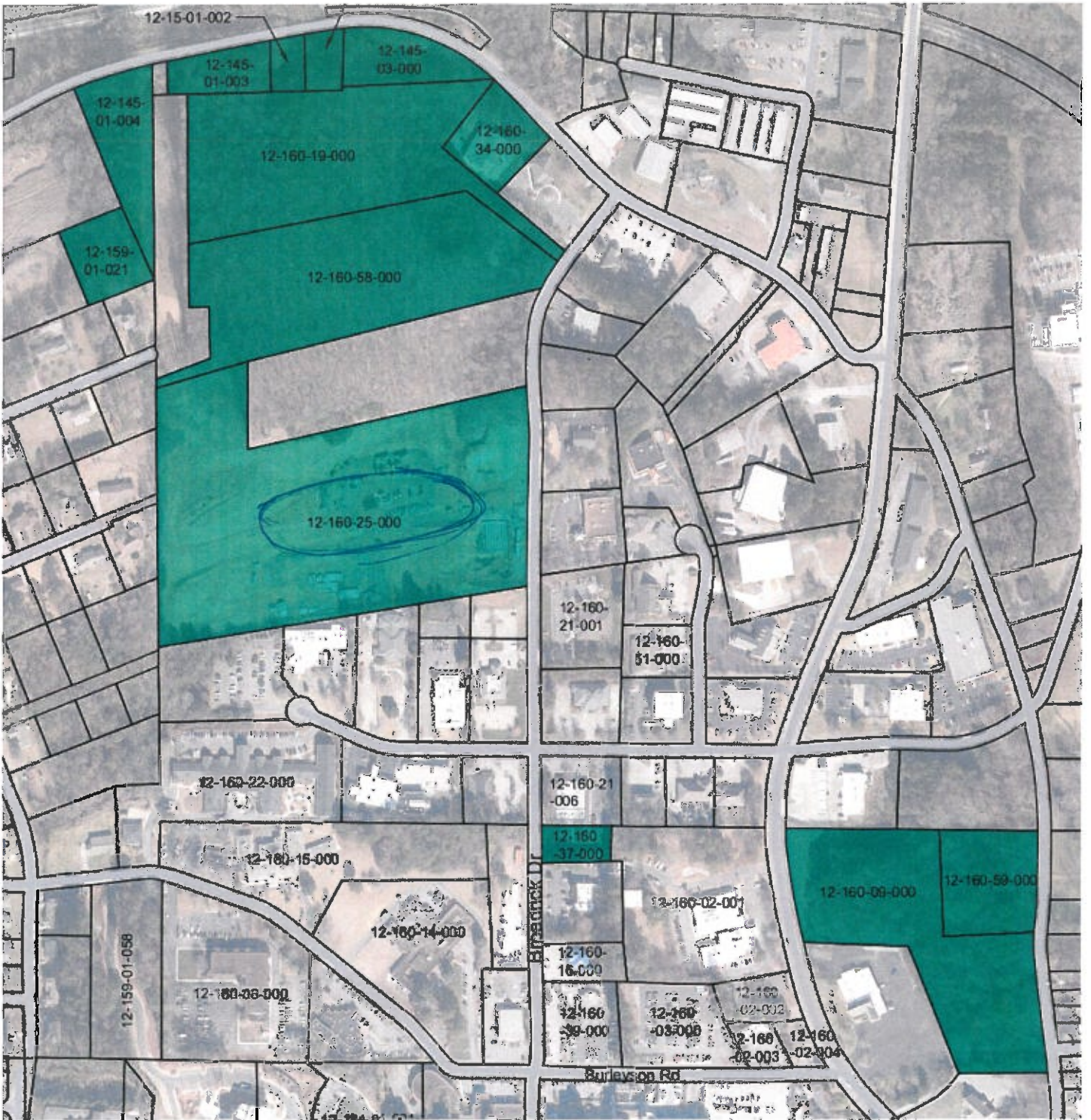
Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information



MATT DANIEL
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mdaniel@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Anthony Walker
Alex Brown

November 11, 2023

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-160-25-000 Lofts Way.

Greetings,

A review of the proposed listed annexation request has been completed and the determination has been made there would be no negative impact to fire protection in the area as a result of annexation. Dalton Fire Department currently responds to this location as a result of the current automatic aid agreement with Whitfield County Fire Department. The proposed annexation will result in Dalton Fire Department having sole jurisdiction with no automatic aid needed or provided from Whitfield County Fire Department. There is sufficient water supply available in the area, as well the structure located on the property meets the proximity requirements associated with our ordinance.

Dalton Fire Department would not oppose annexation of the listed property.

Thank you,

A handwritten signature in black ink that reads "Matt Daniel".

Matt Daniel
Fire Chief
Dalton Fire Department

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Anthony Walker
Truman Whitfield
Alex Brown

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

Date: November 1, 2023

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – 1161 Lofts Way (Lofts at Hamilton)

Chief Cason:

I have reviewed the annexation request for 1161 Lofts Way, which is the location of the new Lofts at Hamilton Luxury Apartments, and have visited the site. The complex is situated on 14.93 acres, and, once complete, will include 218 residential units. It is possible that this location could increase call volume for the West District, but it should have no significant impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", with a stylized flourish at the end.

Captain Shaun Scott
Patrol Division Commander



November 1, 2023

Mr. David Pennington, III
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Lofts at Hamilton – Parcel Number 12-160-25-000

Dear Mayor Pennington:

As requested in your October 30, 2023, memorandum, Dalton Utilities has reviewed the annexation request of HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority for 14.93 acres +/- located along Broadrick Drive. This property is further described as parcel number 12-160-25-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities is providing water, wastewater electrical and telecommunications services to this site from nearby existing utility infrastructure.

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

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner, P.E.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR
ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: DAVID PENNINGTON III, MAYOR
ATTN: BERNADETTE CHATTAM, CITY CLERK

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

RE: ANNEXATION REQUEST
HMC HOLDINGS AND DALTON-WHITFIELD JOINT DEVELOPMENT AUTHORITY
LOFTS WAY (PRIVATE DRIVE OFF BROADRICK DR)
14.93 ACRES
PARCEL NUMBER: (12-160-25-000)

DATE: NOVEMBER 1, 2023

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

The end use of this parcel is a multifamily development resulting in minimal services rendered by the Public Works Department.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Hamilton Medical Center, Inc. to annex 30.41 acres located on multiple parcels into the City of Dalton, GA. As General Commercial (C-2). Parcels (12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-16-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-27

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As General Commercial C-2 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Hamilton Medical Center, Inc., has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton being approximately 30.41 acres located in multiple parcels and identified as Tax Parcel No. 12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-16-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the Owner is requesting the Property to be zoned as General Commercial (C-2) under the Unified Zoning Ordinance;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Council find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter annexed into the corporate limits of the City of Dalton are described as follows:

Tract 1: Parcel 12-145-01-001:

All that tract or parcel of land lying and being in Land Lot No. 145 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 1 and 2 of the Mock Subdivision, and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, date September 26, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the southeast corner of said Lot No. 2 of the Mock Subdivision as recorded in Plat Book 4 Page 96 (Plat Cabinet A Slide 119) Whitfield County, Georgia Land Records, said point being located south 86 degrees 47 minutes 57 seconds west a distance of 434.04 feet from the intersection of the south line of said Land Lot No. 145 and the southeastern right of way line of Chattanooga Avenue; thence south 89 degrees 04 minutes 55 seconds west a distance of 98.80 feet to an iron pin; thence north 00 degrees 18 minutes 09 seconds east a distance of 151.87 feet; thence north 80 degrees 28 minutes 57 seconds east, along the southwest right of way line of Chattanooga Road (60' R/W, f/k/a old Highway 41), a distance of 100.15 feet to an iron pin; thence south 00 degrees 16 minutes 06 seconds west a distance of 166.84 feet to an iron pin, which is the POINT OF BEGINNING.

Tract 2: Parcel 12-145-01-002:

All that tract or parcel of land lying and being in Land Lot No. 145 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot Nos. 3 and 4 of Mock Subdivision, and being more particularly described according to a plat of survey of said subdivision prepared by R E Smith, Georgia Registered Land Surveyor No. 262, dated June 9, 1955 and recorded in Plat Book 4 Page 6, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Tract 3: Parcel 12-145-01-003, Parcel 12-160-19-000 and Parcel 12-160-58-000:

All that tract or parcel of land lying and being in Land Lot Nos. 145 and 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for T Mountain Acquisitions, LLC, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated December 30, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the northwest right of way line of Broadrick Drive (60' R/W), said point being located south 36 degrees 36 minutes 18 seconds west, as measured along said right of way line, a distance of 145.84 feet from the point of intersection of said right of way line and the southwest right of way line of Chattanooga Road (60' R/W, a/k/a Old U.S. Highway 41); thence running in a southwesterly direction, along the northwest right of way line of Broadrick Drive, the following courses and distances: south 36 degrees 37 minutes 03 seconds west, 50.0 feet; south 36 degrees 37 minutes 03 seconds west, 90.0 feet; south 25 degrees 14 minutes 23 seconds west, 127.75 feet to a painted rock; thence leaving said right of way and running north 00 degrees 21 minutes 57 seconds west a distance of 100.0 feet to an iron pin; thence south 73 degrees 51 minutes 23 seconds west a distance of 829.70 feet to a post; thence south 73 degrees 49 minutes 08 seconds west a distance of 280.84 feet to a post; thence north 01 degrees 02 minutes 07 seconds west, along the west line of said Land Lot No. 160, a distance of 32.15 feet; thence north 68 degrees 52 minutes 03 seconds east a distance of 149.68 feet to a concrete monument; thence north 00 degrees 24 minutes 57 seconds west a distance of 137.18 feet to an iron pin; thence south 89 degrees 35 minutes 03 seconds west a distance of 40 feet to an iron pin; thence north 00 degrees 24 minutes 57 seconds west a distance of 99.94 feet; thence north 01 degrees 11 minutes 57 minutes west 95.34 feet to an iron pin; thence north 01 degrees 11 minutes 57 seconds west a distance of 429.32 feet to an iron pin; thence south 89 degrees 29 minutes 16 seconds west along the south line of said Land Lot No. 145, a distance of 40.62 feet to an iron pin; thence north 00 degrees 30 minutes 35 seconds east a distance of 82.50 feet to an iron pin; thence north 79 degrees 16 minutes 43 seconds east, along the southeast right of way line of Chattanooga Road, a distance of 302.91 feet to an iron pin; thence south 00 degrees 26 minutes 05 seconds west a distance of 136.19 feet to an iron pin; thence north 89 degrees 29 minutes 16 seconds east, along the north line of said Land Lot No. 160, a distance of 99.01 feet to an iron pin; thence north 89 degrees 04 minutes 55 seconds east, along the north line of said Land Lot No. 160, a distance of 98.80 feet to an iron pin; thence north 86 degrees 47 minutes 43 seconds east, along the north line of said Land Lot No. 160, a distance of 434.08 feet to an iron pin located at the intersection of the southwest right of way line of Chattanooga Road and the north line of said Land Lot No. 160; thence south 42 degrees 03 minutes 48 seconds west a distance of 237.31 feet to an iron pin; thence south 55 degrees 57 minutes 57 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Tract 4: Parcel 12-145-01-004:

All that tract or parcel of land lying and being in Land Lot Nos. 146 and 159 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot No. 9 of Mock Subdivision, and being more particularly described according to a plat of survey of said subdivision prepared by R. E. Smith, Registered Surveyor No. 262, dated June 9, 1955, and recorded in Plat Book 4 Page 6 (Plat Cabinet A Slide 119), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Tract 5: Parcel 12-145-03-000:

All that tract or parcel of land lying and being in Land Lot No. 145 In the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, Inc. by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated February 7, 2021, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the intersection of the south line of said Land Lot No. 145 and the southwest right of way line of Chattanooga Road (Old U.S. Highway No. 41, 60' R/W); thence south 86 degrees 47 minutes 43 seconds west, along the south line of said Land Lot No. 145, a distance of 434.08 feet to an iron pin; thence north 00 degrees 16 minutes 06 seconds east a distance of 166.84 feet to an iron pin located in the south right of way line of Chattanooga Avenue; thence running in a southeasterly direction, along and the southwest right of way line of Chattanooga Avenue, along a curve to the right (471.71' Radius) an arc distance of 471.71 feet, said curve being subtended by a chord with a bearing of south 71 degrees 45 minutes 35 seconds east, and a chord distance of 455.51 feet to an iron pin which is the POINT OF BEGINNING.

Tract 6: Parcel 12-159-01-021:

All that tract or parcel of land lying and being in Land Lot No. 159 in the 12th District and 3rd Section of Whitfield County, Georgia, and being the south 250 feet of Lot Nos. 21 and 22 of Willowdale Subdivision as shown on the plat of survey of said subdivision recorded in Plat Book 1 Page 107, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Tract 7: Parcel 12-160-34-000:

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey dated September 19, 2017, prepared for Hamilton Medical Center, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the southwest right of way line of Chattanooga Road (60' R/W, f/k/a U. S. Highway No. 41) at the intersection of said right of way line and the north line of said Land Lot No. 160; thence south 45 degrees 33 minutes 00 seconds east, along the southwest right of way line of Chattanooga Road, a distance of 193.21 feet to an iron pin; thence south 35 degrees 05 minutes 46 seconds west a distance of 194.92 feet to an iron pin located in the north line of an easement; thence north 57 degrees 35 minutes 00 seconds west, along the north line of said easement, a distance of 213.00 feet to an iron pin; thence

north 40 degrees 26 minutes 45 seconds east a distance of 237.31 feet to the iron pin, which is the POINT OF BEGINNING.

TOGETHER WITH that certain 50-foot easement for ingress and egress, and being more particularly described according to a plat of survey prepared for Fred M. Avett and Elizabeth M. Avett by Joseph R. Evans, Georgia Land Records No. 2168, dated April 18, 2000, revised May 18, 2000, recorded in Plat Cabinet C Slide 2049, Whitfield County, Georgia Land Records, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west right of way line of Broadrick Drive, said point being located south 35 degrees 00 minutes 00 seconds west, as measured along the west right of way line of Broadrick Drive, a distance of 145.84 feet from the intersection of said right of way line and the south right of way line of Chattanooga Road, f/k/a U.S. Highway No. 41; thence running south 33 degrees 21 minutes 14 seconds west, along the west right of way line of Broadrick Drive, a distance of 50 feet; thence running north 57 degrees 35 minutes 00 seconds west a distance of 469.88 feet; thence running north 32 degrees 25 minutes 00 seconds east a distance of 50 feet to an iron pin; thence running south 57 degrees 35 minutes 00 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Tract 8: Parcel 12-160-09-000 and Parcel 12-160-59-000:

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Hamilton Health Care System, Inc. by William C. Smith, Georgia Registered Land Surveyor No. 1803, dated December 3, 1999, revised January 12, 2001, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the intersection of the west right of way of Old Chattanooga Road and the south line of said Land Lot No. 160; thence running south 88 degrees 26 minutes 30 seconds west, along the south line of said Land Lot No. 160, a distance of 257.36 feet; thence running north 24 degrees 42 minutes 26 seconds west a distance of 374.00 feet; thence running north 88 degrees 53 minutes 32 seconds west a distance of 303.85 feet; thence running north 14 degrees 52 minutes 01 seconds west, along the east right of way line of Chattanooga Road, a distance of 137.44 feet; thence running in a northerly direction, along the east right of way line of Chattanooga Road, along an arc to the right (1,262.16' Radius) an arc distance of 202.69 feet (being subtended by a chord of north 10 degrees 15 minutes 59 seconds west for a distance of 202.47 feet); thence running north 87 degrees 33 minutes 03 seconds east a distance of 730.15 feet; thence running south 02 degrees 31 minutes 36 seconds east, along the west right of way of Old Chattanooga Road, a distance of 152.90 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the right (1,109.73' Radius) an arc distance of 87.0 feet (being subtended by a chord of south 00 degrees 16 minutes 51 seconds east for a distance of 86.98 feet); thence running south 01 degrees 57 minutes 55 seconds west, along the west right of way of Old Chattanooga Road, a distance of 68.31 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the left (648.25' Radius) an arc distance of 133.57 feet (being subtended by a chord of south 03 degrees 56 minutes 20 seconds east for a distance of 133.34 feet); thence running south 09 degrees 50 minutes 33 seconds east, along the west right of way of Old Chattanooga Road, a distance of 264.78 feet to the POINT OF BEGINNING.

Tract 9: Parcel 12-160-37-000:

All that tract or parcel of land lying and being in Land Lot 160 of the 12th District and 3rd Section of Whitfield County, Georgia, and being a portion of that property as shown by plat of survey by Peter L. Bakkum, Georgia Registered Land Surveyor, dated October 16, 1986, and being more particularly described as follows:

BEGINNING at an iron pin on the east right of way of Broadrick Drive, said pin being located southerly along the east side of said drive a distance of 200 feet from the southeast intersection of Broadrick Drive and Professional Boulevard; thence north 88 degrees 48 minutes 45 seconds east 207.39 feet to an iron pin; thence south 02 degrees 16 minutes 20 seconds west 100.14 feet to an iron pin; thence south 88 degrees 48 minutes 45 seconds west 198.60 feet to an iron pin on the east right of way of Broadrick Drive; thence north 02 degrees 45 minutes 15 seconds west, with and along the east side of Broadrick Drive, a distance of 100 feet to an iron pin and the point of BEGINNING.

Section 4.

The Property is to remain zoned as C-2 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 30.41 acres. No streets or roads are affected by this annexation.

Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation 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 United States Census Bureau, to the Georgia Department of Community Affairs, the Legislative and Congressional Reapportionment Office of the General Assembly, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 7.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 8.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation has occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____.

Upon second reading a motion for passage of the ordinance was made by Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON



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: Hamilton Medical Center, Inc.
APPLICANT ADDRESS: 1200 Memorial Drive, Dalton, GA 30720
CITY, STATE & ZIP: Dalton, GA 30720
TELEPHONE NUMBER: 706.272.6411

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: See Attached
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED: N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: Medical Offices

- PROPOSED ZONING CLASSIFICATION: C-2, General Commercial
PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED: 30.41 Acres
TAX MAP NUMBER/PARCEL NUMBER: See Attached
HOUSING UNITS: None

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS: N/A
(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): N/A
(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD: N/A
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD: NA
(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS: N/A

- (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: N/A

Hamilton Medical Center, Inc.

SIGNATURE OF APPLICANT(S)

10-16-23
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:

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

100% interest owned in fee simple by Hamilton Medical Center, Inc.

I hereby appoint

J. Tom Minor, IV

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.

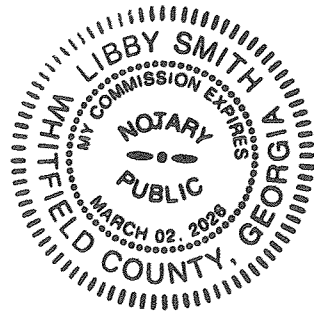
Hamilton Medical Center, Inc.

[Handwritten Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 16th day
of October, 2023

[Handwritten Signature]
Notary Public

(Seal)





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

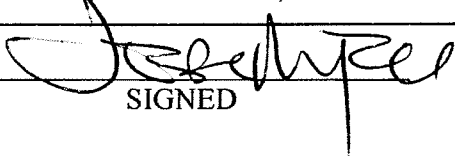
If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils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

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 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.

Hamilton Medical Center, Inc.


SIGNED

10-16-23
DATE

Annexation List

Address	Parcel Number	Acerage
1711 Chattanooga Road	12-145-01-001	0.37
1713 Chattanooga Road	12-145-01-002	0.34
1721 Chattanooga Road	12-145-01-003	0.76
Chattanooga Road	12-145-01-004	1.61
Chattanooga Avenue	12-145-03-000	1.31
Phillips Drive	12-159-01-021	1.13
Broadrick Drive	12-160-19-000	7.09
Thornton	12-160-34-000	1.00
Thornton	12-160-09-000	6.76
1446 Broadrick Dr.	12-160-37-000	0.47
Broadrick Drive	12-160-58-000	7.57
Cleo Way	12-160-59-000	2.00
		30.41

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Hamilton Medical Center, Inc. to annex 30.41 acres located on multiple parcels into the City of Dalton, GA. As General Commercial (C-2). Parcels (12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-16-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner’s attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the annexation be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have all their properties in this area within the same jurisdiction.

With no other comments heard for or against, this hearing closed at approximately 7:10 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested annexation. **Octavio Perez then made a motion to recommend approval of the annexation. Chris Shiflett then seconded the motion and a unanimous recommendation to annex the subject property into the City of Dalton followed, 4-0.**

**PSTAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Hamilton Medical Center Inc. is petitioning the City of Dalton for the annexation of Parcels 12-145-01-001, 002, 003, 004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-160-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, 12-160-59-000, totaling 30.41-acres zoned *Neighborhood Commercial (C-1)*.

The surrounding uses and zoning are as follows: Low-Density Single-Family Residential to the north. *General and Neighborhood Commercial* to the east. *Neighborhood Commercial and High-Density Residential* to the south. *Low-Density single-Family Residential* to the west. *The subject property is adjacent to the City of Dalton boundary along its collective eastern boundary. The subject property lies within a small unincorporated island surrounded by the City of Dalton. The petitioner has requested to annex their property into the City of Dalton.*

CONSIDERING FACTORS FOR 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 property.

The proposed annexation would be suitable considering that the parcel is bounded by the City of Dalton along its eastern property boundary. While not all individual parcels are adjacent to the city boundary, the collective sum of the parcels are contiguous and would therefore create a uniform boundary if annexed as requested.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economic values of adjacent and nearby property as the underlying zoning and land use will not change if the subject property is annexed.

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

The annexation will not change the character of the subject property, nor will it influence the character of the area.

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. The petitioner is applying to annex all of the subject property into the City of Dalton, so it is their choice to be included in the jurisdiction of the City of Dalton.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause 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 on services are expected. Sewer, water, police, and fire services are already available at the site via automatic aide agreements.

(F) Whether the property sought to be rezoned (or 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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Medical District* character area, which is a shared character area for both Whitfield County and the City of Dalton. The purpose of this character area is to accommodate medical and healthcare related services. Altering the jurisdictional boundary of this area would have no impact in regard to the character of the area.

(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 zoning) as interpreted by current Georgia law.

An additional consideration of annexation is that the approval will shrink a "County Island" which will create a more consistent boundary for the City of Dalton. The practice of shrinking or eliminating unincorporated county islands should always be given consideration. While there are some adjacent parcels that will remain in the unincorporated county, no county islands will result from this annexation if it is approved.

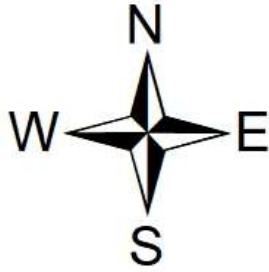
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, stormwater, or historical issues that influence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

N/A

Conclusion: Staff recommend approval for the annexation of parcels 12-145-01-001, 002, 003, 004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-160-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, 12-160-59-000.

Reasons for approval:

- 1) The subject property is adjacent to the City of Dalton's incorporated boundary to the east.
- 2) Annexation will reduce an unincorporated county island.
- 3) There is no proposed change in current use, including zoning for the parcel due to the Unified Zoning Ordinance shared by the City and County.

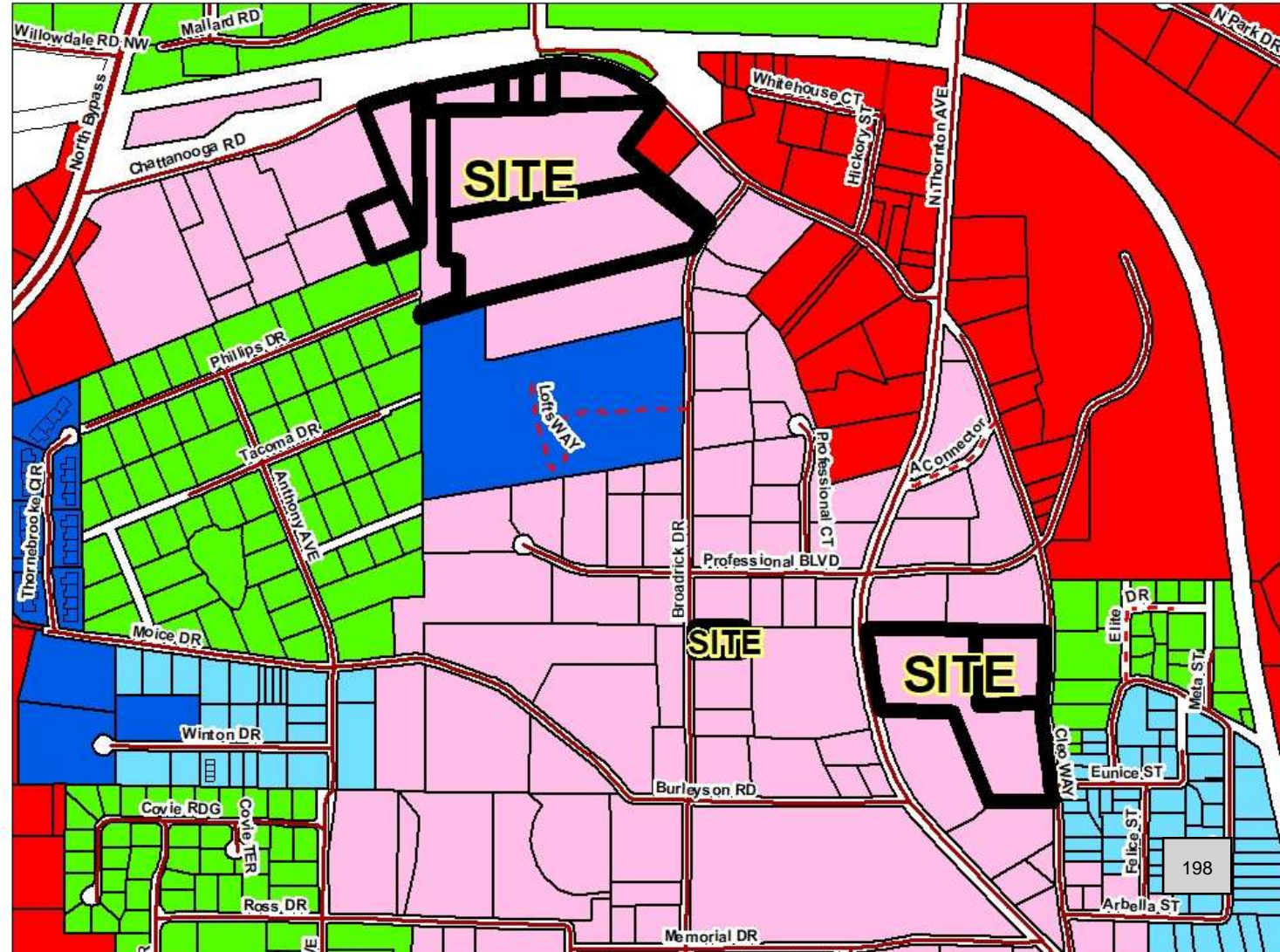


Hamilton Medical Center Annexation Request City of Dalton Zoning to remain C-1, Neighborhood Commercial

ZONING DISTRICT

-  Low Density Single Family Residential (R-2)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)

FEET
600



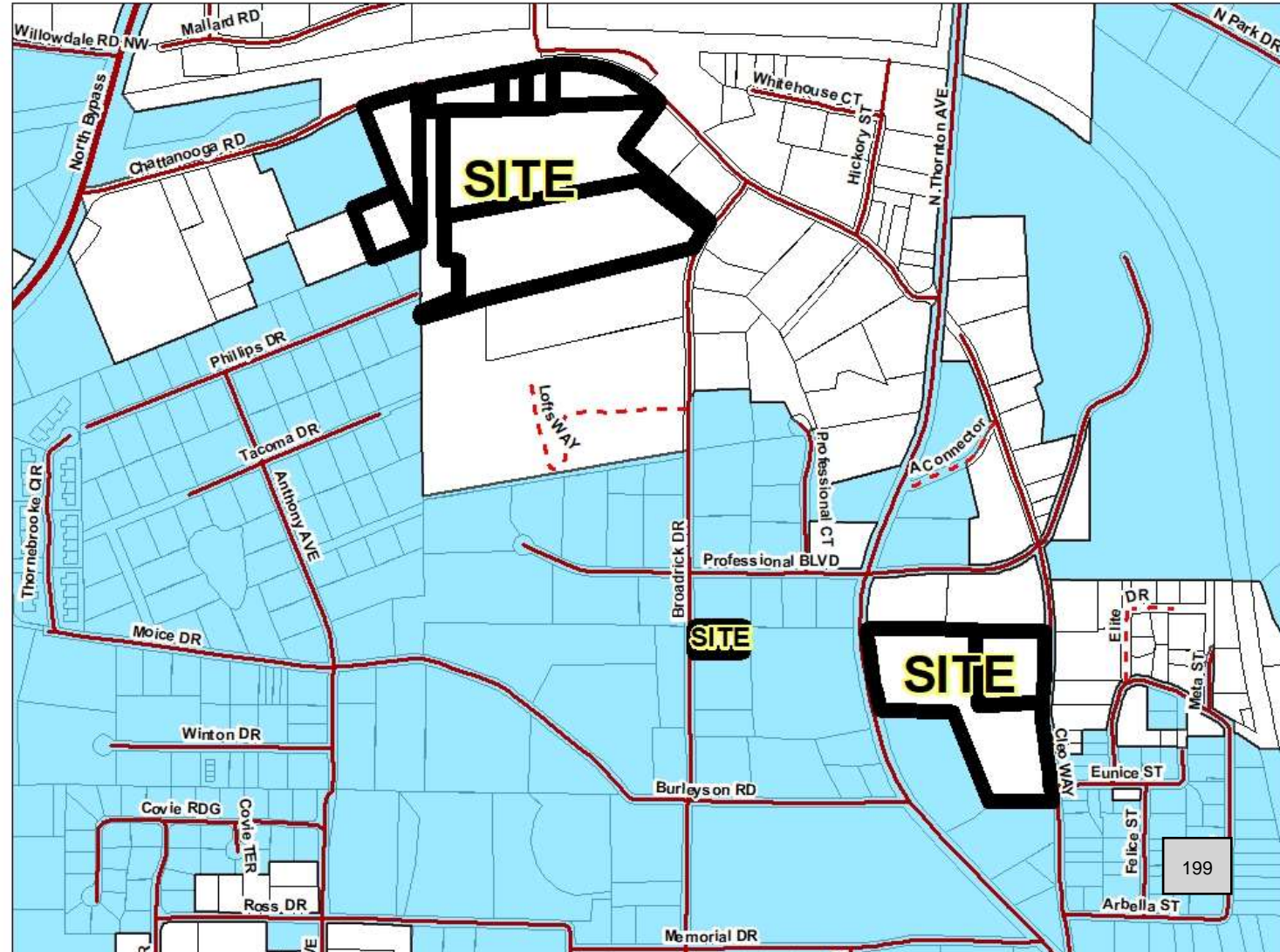


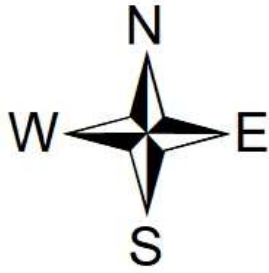
Hamilton Medical Center Annexation Request City of Dalton Zoning to remain C-1, Neighborhood Commercial

DALTON CITY LIMITS

 Town_Boundaries

FEET
600





Hamilton Medical Center Annexation Request City of Dalton Zoning to remain C-1, Neighborhood Commercial

**FEET
600**





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:	Hamilton Medical Center, Inc.
APPLICANT ADDRESS:	1200 Memorial Drive, Dalton, GA 30720
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	706.272.6411

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	See Attached
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Medical Offices
• PROPOSED ZONING CLASSIFICATION	C-2, General Commercial
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	30.41 Acres
• TAX MAP NUMBER/PARCEL NUMBER	See Attached
• HOUSING UNITS	None

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS

N/A

(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)

N/A

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

N/A

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

NA

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.

N/A

(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.

N/A

Hamilton Medical Center, Inc.

SIGNATURE OF APPLICANT(S)

10-16-23
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:

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

100% interest owned in fee simple by Hamilton Medical Center, Inc.

I hereby appoint

J. Tom Minor, IV

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.**

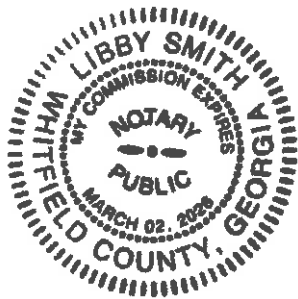
Hamilton Medical Center, Inc.

[Handwritten Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 16th day
of October, 2023

[Handwritten Signature]
Notary Public

(Seal)





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

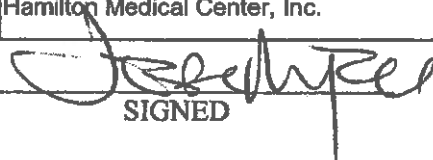
If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils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

Example: If your property is valued at \$100,000 – your asessed value is 100% or \$100,000 X 2.237 mils, your Dalton City tax would be \$223.7 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.

Hamilton Medical Center, Inc.


SIGNED

10-16-23
DATE

Annexation List

Address	Parcel Number	Acerage
1711 Chattanooga Road	12-145-01-001	0.37
1713 Chattanooga Road	12-145-01-002	0.34
1721 Chattanooga Road	12-145-01-003	0.76
Chattanooga Road	12-145-01-004	1.61
Chattanooga Avenue	12-145-03-000	1.31
Phillips Drive	12-159-01-021	1.13
Broadrick Drive	12-160-19-000	7.09
Thornton	12-160-34-000	1.00
Thornton	12-160-09-000	6.76
1446 Broadrick Dr.	12-160-37-000	0.47
Broadrick Drive	12-160-58-000	7.57
Cleo Way	12-160-59-000	2.00
		30.41

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-145-01-001
 Realkey 13973
 Property Record Card [Click Here](#)
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 1711
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CHATTANOOGA
 Parcel Street Units
 Parcel Street Type RD

Current Fair Market Value Information

Previous 38629
 Current 38625
 Land 9990
 Residential Improvement
 Commercial Improvement 28635
 Accessory Improvement
 Conservation Use Value

Property Information

Class Exempt
 Strata Charity Hospitals
 Tax District County
 Neighborhood
 Legal Description L1&2 MOCK
 Total Acres 0.37
 Zoning See GIS Map
 GMD\Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 38629
 2020 38629
 2019 38629

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	L1&2 MOCK
Year	2023	Sale Date	
Parcel Number	12-145-01-001	Taxes Due	0
Bill	215908	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7090390	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	38625	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

General

Improvement Number 1
 Section Number 1
 Sketch [Click Here](#)
 Class Exempt
 Strata Charity Hospitals
 Built As 14Service Repair Garage-D
 Used As 14Service Repair Garage-D
 Grade 100
 Physical Deprediation 0.48
 Structure value 28635

Construction Information

Construction Type Reinforced Concrete
 Wall Height 10
 Year Built 1963
 Effective Year Built 1975
 Section Area 1536
 Total Building Area 1536
Plumbing
 One Fixture 0
 Two Fixture 1
 Three Fixture 0

Section Value 28635
 Total Improvement Value 28635
 Comments:

Parcel Details

Bath\Kitchen 0
 1.5 Bath\Kitchen 0
 2 Bath\Kitchen 0



Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	EAGLE	Strata	Improvement
Sale Price	55000	Reason	SCHOOL/CHURCH/CHARITABLE ORGANIZATION
Sale Date	10/7/2019	State	N
Deed Book/Page	6732 513	PT-61	PT-61 155-2019-000000
Deed Link	Click Here	Comments	
Grantee	BURNETT A NANCY	Class	Commercial
Grantor	BURNETT REG	Strata	Improvement
Sale Price	0	Reason	WILLS/ESTATES/TRUSTEES DEEDS/TRUSTS
Sale Date	6/1/2014	State	N
Deed Book/Page	6041 248	PT-61	PT-61 155-2014-000000
Deed Link	Click Here	Comments	
Grantee	EAGLE PROPERTY SERVICES INC	Class	Commercial
Grantor	BURNETT A NANCY	Strata	Improvement
Sale Price	40000	Reason	QUIT CLAIM
Sale Date	3/1/2014	State	N
Deed Book/Page	6041 253	PT-61	PT-61 155-2014-000000
Deed Link	Click Here	Comments	
Grantee	BURNETT REG	Class	Commercial
Grantor	REG BURNETT INC	Strata	Improvement
Sale Price	36000	Reason	
Sale Date	8/9/2006	State	N
Deed Book/Page	4822 103	PT-61	PT-61 155-2006-002677
Deed Link	Click Here	Comments	WARRANTY DEED
Grantee	REG BURNETT INC	Class	Commercial
Grantor		Strata	Lot
Sale Price	75000	Reason	FAIR MARKET IMPROVED SALE
Sale Date	1/1/1998	State	N
Deed Book/Page	2927 257	PT-61	
Deed Link	Click Here	Comments	

Deed Doc: WD
Recorded 10/08/2019 02:43PM
Georgia Transfer Tax Paid : \$55.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06732 Pg 0513-0515

Pre1002724

[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

Georgia, Whitfield County

THIS INDENTURE made this 7th day of October, 2019, between **Eagle Property Services, Inc.**, a Georgia corporation, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia not for profit 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.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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 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] JOHN T. MINOR IV
NOTARY PUBLIC
SEPTEMBER 09, 2021
WHITEFIELD COUNTY, GEORGIA
File No. 2019062

Eagle Property Services, Inc.
By: Sonya Adkins Blake
Sonya Adkins Blake, President

Attest: Jeanette Lermon
Jeanette Lermon, Secretary

(Corporate Seal)



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 145 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 1 and 2 of the Mock Subdivision, and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, date September 26, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the southeast corner of said Lot No. 2 of the Mock Subdivision as recorded in Plat Book 4 Page 96 (Plat Cabinet A Slide 119) Whitfield County, Georgia Land Records, said point being located south 86 degrees 47 minutes 57 seconds west a distance of 434.04 feet from the intersection of the south line of said Land Lot No. 145 and the southeastern right of way line of Chattanooga Avenue; thence south 89 degrees 04 minutes 55 seconds west a distance of 98.80 feet to an iron pin; thence north 00 degrees 18 minutes 09 seconds east a distance of 151.87 feet; thence north 80 degrees 28 minutes 57 seconds east, along the southwest right of way line of Chattanooga Road (60' R/W, f/k/a old Highway 41), a distance of 100.15 feet to an iron pin; thence south 00 degrees 16 minutes 06 seconds west a distance of 166.84 feet to an iron pin, which is the POINT OF BEGINNING.

For prior title, see Deed book 6041 Page 253, Whitfield County, Georgia Land Records.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-145-01-002
 Realkey 13974
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HANEY DAVID S
 Owner Address 1713 CHATTANOOGA RD
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30720
 Latitude
 Longitude

Parcel Address

Parcel House Number 1713
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CHATTANOOGA
 Parcel Street Units
 Parcel Street Type RD

Current Fair Market Value Information

Previous 42034
 Current 56649
 Land 8505
 Residential Improvement 48144
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood
 Legal Description L3&4 MOCK
 Total Acres 0.34
 Zoning See GIS Map
 GMD\Map Number 055
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 42034
 2020 42034
 2019 42034

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HANEY DAVID S	Legal Description	L3&4 MOCK
Year	2023	Sale Date	
Parcel Number	12-145-01-002	Taxes Due	624.08
Bill	216134	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7075575	Taxes Paid Date	
Millage Rate	0	Current Due	624.08
Fair Market Value	56649	Back Taxes	0
Assessed Value	22660	Total Due	624.08
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value 48144
 Class Residential
 Strata Improvement
 Occupancy Single Family Residence
 Year Built 1960
 Observed Condition Average
 Heated Area 931

Construction Information

Foundation Masonry
 Exterior Walls Wood
 Roofing Asphalt Shingle
 Roof Shape Gable/Hip
 Floor Construction Cont. Wall
 Floor Finish Carpet/Tile
 Interior Wall Sheetrock/Drywall

Parcel Details

Structure Sketch [Click Here](#)
 Comments: MINOR IMPROVEMENTS MADE. TB 9/15
Plumbing
 Full Baths 1
 Half Baths 0
 Standard Complements 1
 Extra Features 0

Interior Ceiling Sheetrock
 Heat Central Htg and Air
 Story Height
Basement/Attic Information
 Basement Description None
 Basement Finish
 Attic Description **No Attic**



Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HANEY DAVID S	Class	Residential
Grantor	MATHIS TERRY	Strata	Improvement
Sale Price	45000	Reason	FAIR MARKET IMPROVED SALE
Sale Date	7/28/2015	State	Y
Deed Book/Page	6209 189	PT-61	PT-61 155-2015-000000
Deed Link	Click Here	Comments	WARRANTY DEED
Grantee	MATHIS TERRY	Class	Residential
Grantor	MANNING CORTLAND & MARY ELIZABETH W	Strata	Improvement
Sale Price	24000	Reason	FAIR MARKET IMPROVED SALE
Sale Date	11/30/2001	State	N
Deed Book/Page	3580 142	PT-61	
Deed Link	Click Here	Comments	WARRANTY DEED, 3551-293 (22.00TT) 10-24-01. 3422-

After Recording Return To:

W Lane Halev, P C
610 S Glenwood Ave
Suite 106
Dalton GA 30721

File No. 0615RE120

Dead Doc: WD
Recorded 07/30/2015 09:54AM
Georgia Transfer Tax Paid \$45.00

MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga

Bk 06209 Pg 0189
Penalty Interest

Free 001772
doc # 5980



WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WHITFIELD

This INDENTURE made 28th day of July, 2015, by and between

TERRY MATHIS

party or parties of the first part hereinafter referred to as 'Grantor,' and

DAVID S. HANEY

and party or parties of the second part hereinafter referred to as 'Grantee' the words 'Grantor' and 'Grantee' to include their respective heirs successors and assigns where the context requires or permits

WITNESSETH that For and In Consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid and delivered to Grantor by Grantee at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, Grantor has and hereby does grant bargain sell convey and confirm unto Grantee

A tract or parcel of land in Land Lot 145 in the 12th District, 3rd Section of Whitfield County, Georgia and being Lots 3 and 4 of Mock Subdivision as shown by plat of said subdivision as prepared by R E Smith, Surveyor, dated June 9, 1955, and recorded in Plat Book 4 Page 6 Whitfield County, Georgia records which plat is incorporated by reference herein

SUBJECT to restrictive covenants and general utility easements of record

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever

IN WITNESS WHEREOF the Grantor has signed and sealed this deed the day and year above written

Terry Mathis (Seal)
TERRY MATHIS

(Seal)

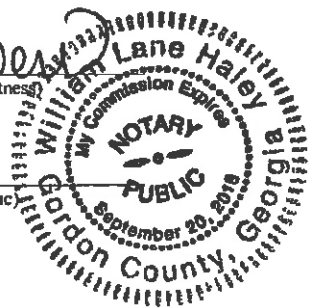
Signed Sealed and Delivered
in the presence of

Jongja Bowes

(Unofficial Witness)

W. J. [Signature]

(Notary Public)



Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-145-01-003
 Realkey 13975
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P P BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30722
 Latitude
 Longitude

Parcel Address

Parcel House Number 1721
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CHATTANOOGA
 Parcel Street Units
 Parcel Street Type RD

Current Fair Market Value Information

Previous 57305
 Current 73377
 Land 11235
 Residential Improvement 60467
 Commercial Improvement
 Accessory Improvement 1675
 Conservation Use Value

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood
 Legal Description L577 MOCK
 Total Acres 0.76
 Zoning See GIS Map
 GMD\Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 57305
 2020 57305
 2019 57305

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	L577 MOCK
Year	2023	Sale Date	
Parcel Number	12-145-01-003	Taxes Due	808.35
Bill	215909	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7094547	Taxes Paid Date	
Millage Rate	0	Current Due	808.35
Fair Market Value	73377	Back Taxes	0
Assessed Value	29351	Total Due	808.35
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value 60467
 Class Residential
 Strata Improvement
 Occupancy Single Family Residence
 Year Built 1959
 Observed Condition Average
 Heated Area 1156

Construction Information

Foundation Slab
 Exterior Walls Wood
 Roofing Asphalt Shingle
 Roof Shape Gable/Hip
 Floor Construction Cont. Wall
 Floor Finish Carpet/Tile
 Interior Wall Sheetrock/Drywall

Parcel Details

Structure Sketch	Click Here
Comments:	
Plumbing	
Full Baths	1
Half Baths	0
Standard Complements	1
Extra Features	0

Interior Ceiling	Sheetrock
Heat	Floor/Wall Furnace
Story Height	
Basement/Attic Information	
Basement Description	None
Basement Finish	
Attic Description	No Attic



Accessory Information

Description	F GARAGE	Length	24
Value	1675	Width	24
Year Built	1980	Class	Residential
Calculated Area	576	Strata	Production/Storage/Auxiliary

Sales Information

Grantee	WHITFIELD HEALTHCARE FOUNDATION INC	Class	Residential
Grantor	T MOUNTAIN AQUISITIONS LLC	Strata	Improvement
Sale Price	0	Reason	DEED OF GIFT
Sale Date	1/25/2021	State	N
Deed Book/Page	6824 508	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	T MOUNTAIN AQUISITIONS LLC	Class	Residential
Grantor	CHURCH FAMILY LIMITED PARTNERSHIP	Strata	Improvement
Sale Price	1540000	Reason	MULTIPLE PARCELS INCLUDED IN SALE (FM)
Sale Date	1/10/2020	State	N
Deed Book/Page	6749 158	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	CHURCH FAMILY LIMITED PARTNERSHIP	Class	Residential
Grantor	BROADRICK MARY ANN MAULDIN ETA	Strata	Improvement
Sale Price	62500	Reason	FAIR MARKET IMPROVED SALE
Sale Date	12/27/2006	State	N
Deed Book/Page	4912 290	PT-61	PT-61 000-2007-000000
Deed Link	Click Here	Comments	WARRANTY DEED
Grantee	BROADRICK MARY ANN MAULDIN ETAL	Class	Residential
Grantor	MAULDIN GERALD TUCKER, BY CO-EXEC	Strata	Improvement
Sale Price	0	Reason	
Sale Date	7/7/2004	State	N
Deed Book/Page	4329 291	PT-61	PT-61 155-2004-000000
Deed Link	Click Here	Comments	INCL. 12-259-01-138

eFiled & eRecorded
DATE: 2/2/2021
TIME: 1:51 PM
DEED BOOK: 06824
PAGE: 00508 - 00510
RECORDING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 9346900302,7067927936
CLERK: Babs Bailey
Whitfield County, GA
PT61: 000288

[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

Georgia, Whitfield County

THIS INDENTURE made this 25th day of January, 2021, between T Mountain Acquisitions, LLC, a Georgia limited liability company, Grantor, and Whitfield Healthcare Foundation, Inc., a Georgia non profit 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.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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 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:

T. Mountain Acquisitions, LLC



Unofficial Witness

By:  _____ (Seal)
W. Bryan Peoples, Manager



Notary Public
My Commission Expires: 2/21/2023

[Notarial Seal]

File No. 20210060

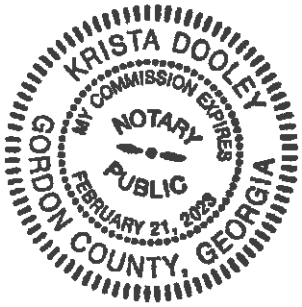


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 145 and 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for T Mountain Acquisitions, LLC, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated December 30, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the northwest right of way line of Broadrick Drive (60' R/W), said point being located south 36 degrees 36 minutes 18 seconds west, as measured along said right of way line, a distance of 145.84 feet from the point of intersection of said right of way line and the southwest right of way line of Chattanooga Road (60' R/W, a/k/a Old U.S. Highway 41); thence running in a southwesterly direction, along the northwest right of way line of Broadrick Drive, the following courses and distances: south 36 degrees 37 minutes 03 seconds west, 50.0 feet; south 36 degrees 37 minutes 03 seconds west, 90.0 feet; south 25 degrees 14 minutes 23 seconds west, 127.75 feet to a painted rock; thence leaving said right of way and running north 00 degrees 21 minutes 57 seconds west a distance of 100.0 feet to an iron pin; thence south 73 degrees 51 minutes 23 seconds west a distance of 829.70 feet to a post; thence south 73 degrees 49 minutes 08 seconds west a distance of 280.84 feet to a post; thence north 01 degrees 02 minutes 07 seconds west, along the west line of said Land Lot No. 160, a distance of 32.15 feet; thence north 68 degrees 52 minutes 03 seconds east a distance of 149.68 feet to a concrete monument; thence north 00 degrees 24 minutes 57 seconds west a distance of 137.18 feet to an iron pin; thence south 89 degrees 35 minutes 03 seconds west a distance of 40 feet to an iron pin; thence north 00 degrees 24 minutes 57 seconds west a distance of 99.94 feet; thence north 01 degrees 11 minutes 57 minutes west 95.34 feet to an iron pin; thence north 01 degrees 11 minutes 57 seconds west a distance of 429.32 feet to an iron pin; thence south 89 degrees 29 minutes 16 seconds west along the south line of said Land Lot No. 145, a distance of 40.62 feet to an iron pin; thence north 00 degrees 30 minutes 35 seconds east a distance of 82.50 feet to an iron pin; thence north 79 degrees 16 minutes 43 seconds east, along the southeast right of way line of Chattanooga Road, a distance of 302.91 feet to an iron pin; thence south 00 degrees 26 minutes 05 seconds west a distance of 136.19 feet to an iron pin; thence north 89 degrees 29 minutes 16 seconds east, along the north line of said Land Lot No. 160, a distance of 99.01 feet to an iron pin; thence north 89 degrees 04 minutes 55 seconds east, along the north line of said Land Lot No. 160, a distance of 98.80 feet to an iron pin; thence north 86 degrees 47 minutes 43 seconds east, along the north line of said Land Lot No. 160, a distance of 434.08 feet to an iron pin located at the intersection of the southwest right of way line of Chattanooga Road and the north line of said Land Lot No. 160; thence south 42 degrees 03 minutes 48 seconds west a distance of 237.31 feet to an iron pin; thence south 55 degrees 57 minutes 57 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-145-01-004
 Realky 13976
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CHATTANOOGA
 Parcel Street Units
 Parcel Street Type RD

Current Fair Market Value Information

Previous 15225
 Current 70000
 Land 70000
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

2021 15225
 2020 15225
 2019 15225

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood
 Legal Description LT 9 MOCK
 Total Acres 1.61
 Zoning See GIS Map
 GMD\Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	LT 9 MOCK
Year	2023	Sale Date	
Parcel Number	12-145-01-004	Taxes Due	771.15
Bill	215910	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7091343	Taxes Paid Date	
Millage Rate	0	Current Due	771.15
Fair Market Value	70000	Back Taxes	0
Assessed Value	28000	Total Due	771.15
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Residential
Grantor	HISE ALVIN WAYNE	Strata	Lot

Parcel Details

Sale Price	65000	Reason	SALE BETWEEN ADJACENT PARCEL OWNERS
Sale Date	5/15/2020	State	N
Deed Book/Page	6770 394	PT-61	PT-61 155-2020-000000
Deed Link	Click Here	Comments	LAND BOUGHT BY HOSPITAL

eFiled & eRecorded
DATE: 5/19/2020
TIME: 4:15 PM
DEED BOOK: 06770
PAGE: 00394 - 00396
RECORDING FEES: \$25.00
TRANSFER TAX: \$65.00
PARTICIPANT ID: 9346900302,7067927936
CLERK: Melica Kendrick
Whitfield County, GA
PT61: 001180

[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

EXECUTOR'S DEED

Georgia, Whitfield County

THIS INDENTURE made this 15th day of May, 2020, between Nancy Ann Walsh, as Executor of the Last Will and Testament of Alvin Wayne Hise, deceased, as Grantor, and Hamilton Medical Center, Inc., a Georgia not for profit 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.

PURSUANT TO AND IN CONFORMITY WITH the powers and authority granted in the Last Will and Testament of Alvin Wayne Hise, duly probated in Solemn Form in the Probate Court of Whitfield County, Georgia, and in consideration of the sum of Sixty Five Thousand dollars (\$65,000.00), cash in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Grantor has bargained and sold and by these presents does grant, bargain, sell and convey unto said 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.

TO HAVE AND TO HOLD the said tract of land together 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 as full and as ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said Alvin Wayne Hise.

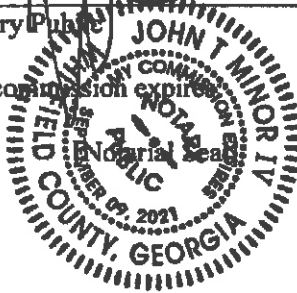
IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires



Nancy Ann Walsh (Seal)

Nancy Ann Walsh, as Executor of the Last Will and Testament of Alvin Wayne Hise, deceased

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 146 and 159 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot No. 9 of Mock Subdivision, and being more particularly described according to a plat of survey of said subdivision prepared by R. E. Smith, Registered Surveyor No. 262, dated June 9 , 1955, and recorded in Plat Book 4 Page 6 (Plat Cabinet A Slide 119), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 139 Page 382, Whitfield County, Georgia Land Records.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-145-03-000
 Realkey 13979
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P P BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30722
 Latitude
 Longitude

Parcel Address

Parcel House Number 1701
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CHATTANOOGA
 Parcel Street Units
 Parcel Street Type RD

Current Fair Market Value Information

Previous 16790
 Current 16790
 Land 16790
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Residential
 Strata Small Tract
 Tax District County
 Neighborhood
 Legal Description 1.31A CHATTA HWY
 Total Acres 1.31
 Zoning See GIS Map
 GMD/Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0006
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 16790
 2020 16790
 2019 16790

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	1.31A CHATTA HWY
Year	2023	Sale Date	
Parcel Number	12-145-03-000	Taxes Due	184.97
Bill	215911	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7094547	Taxes Paid Date	
Millage Rate	0	Current Due	184.97
Fair Market Value	16790	Back Taxes	0
Assessed Value	6716	Total Due	184.97
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Residential
Grantor	PHILLIPS TROY & DOUBLE J INVESTMENTS LLC	Strata	Small Tract

Parcel Details

Sale Price	85000	Reason	SALE BETWEEN ADJACENT PARCEL OWNERS
Sale Date	2/17/2021	State	N
Deed Book/Page	6828 577	PT-61	PT-61 155-2021-000459
Deed Link	Click Here	Comments	LIMITED WARRANTY DEED
Grantee	PHILLIPS TROY & DOUBLE J INVESTMENTS LLC	Class	Residential
Grantor	ALLEN JACKIE	Strata	Improvement
Sale Price	67000	Reason	MOBILE HOME INCLUDED IN SALE
Sale Date	4/22/2008	State	N
Deed Book/Page	5196 016	PT-61	PT-61 155-2009-000000
Deed Link	Click Here	Comments	WARRANTY DEED
Grantee	ALLEN JACKIE	Class	Residential
Grantor	KELEHEAR L STEPHEN	Strata	Lot
Sale Price	0	Reason	
Sale Date	3/17/2008	State	N
Deed Book/Page	5173 240	PT-61	PT-61 155-2009-000000
Deed Link	Click Here	Comments	
Grantee	KELEHEAR L STEPHEN & PATRICIA S	Class	Residential
Grantor	ALLEN JACKIE K	Strata	Lot
Sale Price	53000	Reason	FAIR MARKET VACANT SALE
Sale Date	2/21/2008	State	N
Deed Book/Page	5167 340	PT-61	PT-61 155-2008-000000
Deed Link	Click Here	Comments	**THIS WAS ONLY AN AGREEMENTI NOT A VALID TRANSFE
Grantee	ALLEN JACKIE A	Class	Residential
Grantor		Strata	Lot
Sale Price	0	Reason	Value Change
Sale Date	8/1/1994	State	N
Deed Book/Page	2535 292	PT-61	-000000
Deed Link	Click Here	Comments	

eFiled & eRecorded
DATE: 2/22/2021
TIME: 8:40 AM
DEED BOOK: 06828
PAGE: 00577 - 00579
RECORDING FEES: \$25.00
TRANSFER TAX: \$85.00
PARTICIPANT ID: 9346900302,7067927936
CLERK: Babs Bailey
Whitfield County, GA
PT61: 000459

[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

Georgia, Whitfield County

THIS INDENTURE made this 17th day of February, 2020, between **Troy Phillips and Double J Investments, LLC**, a Georgia limited liability company, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia non-profit 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 ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 only to the matters (the "permitted encumbrances") set out in Exhibit "B" attached hereto, the terms of which are made a part hereof.

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:

Kim Atkins
Unofficial Witness

[Signature]
Notary Public

My commission expires
October 3, 2023
[Notary Seal]

Double J Investments, LLC

By: *Joel A. Goldberg* (Seal)
Joel A. Goldberg, Managing Member

Troy Phillips (Seal)
Troy Phillips

EXHIBIT "A"
TO LIMITED WARRANTY DEED

All that tract or parcel of land lying and being in Land Lot No. 145 in the 12th District and 3rd Section of Whitfield County, Georgia and being 1.19 acres. more or less as shown on a plat of survey prepared for L. Stephen Kelehear by Joseph R. Evans, Georgia Registered Land Surveyor dated February 29, 2008, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the intersection of the south line of Land Lot No. 145 and the southeasterly right of way line of Old U.S. Highway 41 (a/k/a Chattanooga Road); thence along the south line of Land Lot No. 145 south 85 degrees 06 minutes 29 seconds west 434.34 feet to an iron pin; thence north 01 degree 15 minutes 27 seconds west 167.22 feet to an iron pin located in the southerly right of way line of Old U.S. Highway 41; thence along and with said highway north 84 degrees 36 minutes 57 seconds east 74.54 feet to an iron pin; thence south 87 degrees 42 minutes 22 seconds east a distance of 50.14 feet; thence south 82 degrees 59 minutes 10 seconds east 61.79 feet; thence south 75 degrees 34 minutes 46 seconds east 51.99 feet; thence south 67 degrees 48 minutes 55 seconds east 85.18 feet; thence south 60 degrees 57 minutes 51 seconds east 51.23 feet thence south 53 degrees 16 minutes 25 seconds east 96.96 feet to an iron pin which marks the POINT OF BEGINNING.

EXHIBIT "B"

1. Taxes for the year 2021 not yet due and payable.
2. Any and all applicable building and zoning laws and regulations.
3. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-159-01-021
 Realkey 14959
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name
 Parcel Street Units
 Parcel Street Type

Current Fair Market Value Information

Previous 8899
 Current 8899
 Land 8899
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Exempt
 Strata Charity Hospitals
 Tax District County
 Neighborhood
 Legal Description SPL21&22 WILLOWDALE
 Total Acres 1.13
 Zoning See GIS Map
 GMD\Map Number 052
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 8899
 2020 8899
 2019 8899

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	SPL21&22 WILLOWDALE
Year	2023	Sale Date	
Parcel Number	12-159-01-021	Taxes Due	0
Bill	215913	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7088265	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	8899	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	SHARON BEAVERS AS TRUSTEE OF THE JOHN WI	Class	Exempt
Grantor	PRATT SYNTHIA LYNN ETAL	Strata	Charity Hospitals

Parcel Details

Sale Price	0	Reason	WILLS/ESTATES/TRUSTEES DEEDS/TRUSTS
Sale Date	2/14/2019	State	N
Deed Book/Page	6694 501	PT-61	PT-61 155-2022-000000
Deed Link	Click Here	Comments	EXECUTOR'S DEED UNDER POWER
Grantee	HAMILTON MEDICAL CENTER INC	Class	Exempt
Grantor	SHARON BEAVERS AS TRUSTEE OF THE JOHN WI	Strata	Charity Hospitals
Sale Price	0	Reason	SCHOOL/CHURCH/CHARITABLE ORGANIZATION
Sale Date	2/14/2019	State	N
Deed Book/Page	6697 94	PT-61	PT-61 155-2022-000000
Deed Link	Click Here	Comments	WARRANTY DEED
Grantee	PRATT SYNTHIA LYNN ETAL	Class	Residential
Grantor	MCARTHUR GEORGE TRAMMELL	Strata	Lot
Sale Price	0	Reason	WILLS/ESTATES/TRUSTEES DEEDS/TRUSTS
Sale Date	2/13/2018	State	N
Deed Book/Page		PT-61	PT-61 155-2018-000000
Deed Link	Click Here	Comments	TRANSFERRED BY WILL
Grantee	MCARTHUR GEORGE TRAMMELL	Class	Residential
Grantor		Strata	Lot
Sale Price	0	Reason	FAIR MARKET VACANT SALE
Sale Date		State	N
Deed Book/Page		PT-61	
Deed Link		Comments	LETTER OF TESTAMENTARY 10-18-02

Daed Doc: ESTD
*Recorded 02/21/2019 03:27PM
Georgia Transfer Tax Paid : \$392.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06694 . Pg 0501-0503

PTU000394

RETURN TO:

L. STEPHEN KELEHEAR
LITTLE, BATES & KELEHEAR, P.C.
P. O. BOX 488
101 EAST CRAWFORD STREET
FIFTH FLOOR, LANDMARK BUILDING
DALTON, GA 30722-0488

STATE OF GEORGIA

COUNTY OF WHITFIELD

EXECUTOR'S DEED UNDER POWER

THIS INDENTURE, Made this the 14th day of February, 2019, between Synthia Lynn Pratt, as Executor of the Last Will and Testament of George Trammell McArthur, deceased, of the First Part, (hereinafter called "grantor") and Sharon Beavers, Trustee of The John Willis Mashburn Charitable Trust, of the State of Georgia and County of Whitfield, of the Second Part (hereinafter called "grantee"); the words "grantor" and "grantee" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH, that the said grantor (acting under and by virtue of the power and authority contained in the said Will, the same having been duly probated and recorded in the Court of Probate of Whitfield County, Georgia), for and in consideration of the sum of ten (\$10.00) Dollars and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, all that tract or parcel of land as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF


TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.


IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year above written.



(SEAL)
Synthia Lynn Pratt, as Executor of the Last Will and Testament of George Trammell McArthur

Sworn to and subscribed before me this 14th day of February, 2019.



WITNESS


NOTARY PUBLIC

Judy L Yarbrough
Notary Public, Whitfield County, Georgia
My Comm. Expires 04/07/2021

EXHIBIT "A"

TRACT 1:

Lot No. 12 of Price Hills Subdivision, as shown on the plat of said subdivision of record in Plat Book 5, Page 147, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, lying and being in land Lot 159 in the 12th District and 3rd Section of Whitfield County, Georgia.

Also, the south 250 feet of Lots 21 and 22 of the Willowdale Subdivision as shown on the plat of said subdivision of record in Plat Book 1, Page 107, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, lying and being in Land Lot 159 of the 12th District and 3rd Section of Whitfield County, Georgia.

TRACT 2:

A tract or parcel of land lying and being in Land Lot 159 of the 12th District, 3rd Section, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the south side of the right of way to be known as Winton Drive 118 feet west of the southwest corner of the intersection of Winton Drive and Walston Avenue; thence running southerly a distance of 149.2 feet to a point; thence running westerly a distance of 118 feet to a point; thence running northerly a distance of 148.5 feet to a point on the south side of the right of way known as Winton Drive; thence easterly a distance of 118 feet to the point of beginning.

Said tract of land being Lot No. 88 in the Price Hills Subdivision. Said Lot No. 88 being shown on the plat of Price Hills Subdivision dated October 26, 1964, as prepared by R. E. Smith, Registered Surveyor 262, Civil Engineer 725, and recorded in Plat Book 5, Page 147 in the Office of the Clerk of Whitfield County, Georgia

GLP

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-19-000
 Realkey 15153
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30722
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name BROADRICK
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 234500
 Current 234500
 Land 234500
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

2021 234500
 2020 234500
 2019 234500

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Property Information

Class Commercial
 Strata Small Tract
 Tax District County
 Neighborhood
 Legal Description PT TR 1 W E LOUNT EST
 Total Acres 7.09
 Zoning See GIS Map
 GMD/Map Number 55
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	PT TR 1 W E LOUNT EST
Year	2023	Sale Date	
Parcel Number	12-160-19-000	Taxes Due	2583.35
Bill	215923	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7094550	Taxes Paid Date	
Millage Rate	0	Current Due	2583.35
Fair Market Value	234500	Back Taxes	0
Assessed Value	93800	Total Due	2583.35
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	WHITFIELD HEALTHCARE FOUNDATION INC	Strata	Small Tract

Parcel Details

Sale Price	0	Reason	CORPORATE NAME CHANGE
Sale Date	1/29/2021	State	N
Deed Book/Page	6824 511	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	WHITFIELD HEALTHCARE FOUNDATION INC	Class	Commercial
Grantor	T MOUNTAIN AQUISITIONS LLC	Strata	Small Tract
Sale Price	0	Reason	DEED OF GIFT
Sale Date	1/25/2021	State	N
Deed Book/Page	6824 508	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	T MOUNTAIN AQUISITIONS LLC	Class	Commercial
Grantor	CHURCH FAMILY LIMITED PARTNERSHIP	Strata	Small Tract
Sale Price	1540000	Reason	MULTIPLE PARCELS INCLUDED IN SALE (FM)
Sale Date	1/10/2020	State	N
Deed Book/Page	6749 158	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	CHURCH FAMILY LIMITED PARTNERSHIP	Class	Commercial
Grantor	GOWAN EBER E	Strata	Small Tract
Sale Price	248200	Reason	FAIR MARKET VACANT SALE
Sale Date	11/22/2002	State	N
Deed Book/Page	3814 353	PT-61	-000000
Deed Link	Click Here	Comments	
Grantee	GOWAN EBER E	Class	Commercial
Grantor		Strata	Small Tract
Sale Price	75000	Reason	FAIR MARKET VACANT SALE
Sale Date	5/1/1995	State	N
Deed Book/Page	2611 205	PT-61	-000000
Deed Link	Click Here	Comments	

eFiled & eRecorded
DATE: 2/2/2021
TIME: 1:51 PM
DEED BOOK: 06824
PAGE: 00511 - 00513
RECORDING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 9346900302,7067927936
CLERK: Babs Bailey
Whitfield County, GA
PT61: 000292

[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

Georgia, Whitfield County

THIS INDENTURE made this 29th day of January, 2021, between **Whitfield Healthcare Foundation, Inc.**, a Georgia limited liability company, Grantor, and **Hamilton Medical Center, Inc.** a Georgia non profit 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.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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 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:

Whitfield Healthcare Foundation, Inc.

Unofficial Witness

By:  (Seal)
Jeff D. Myers, President



Attest:  (Seal)
Jane Shipes, Secretary

Notary Public

My Commission Expires:

9.01.2024

[Notarial Seal]

File No. 20210060

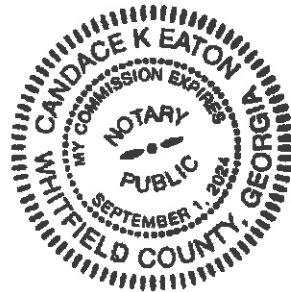


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 145 and 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for T Mountain Acquisitions, LLC, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated December 30, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the northwest right of way line of Broadrick Drive (60' R/W), said point being located south 36 degrees 36 minutes 18 seconds west, as measured along said right of way line, a distance of 145.84 feet from the point of intersection of said right of way line and the southwest right of way line of Chattanooga Road (60' R/W, a/k/a Old U.S. Highway 41); thence running in a southwesterly direction, along the northwest right of way line of Broadrick Drive, the following courses and distances: south 36 degrees 37 minutes 03 seconds west, 50.0 feet; south 36 degrees 37 minutes 03 seconds west, 90.0 feet; south 25 degrees 14 minutes 23 seconds west, 127.75 feet to a painted rock; thence leaving said right of way and running north 00 degrees 21 minutes 57 seconds west a distance of 100.0 feet to an iron pin; thence south 73 degrees 51 minutes 23 seconds west a distance of 829.70 feet to a post; thence south 73 degrees 49 minutes 08 seconds west a distance of 280.84 feet to a post; thence north 01 degrees 02 minutes 07 seconds west, along the west line of said Land Lot No. 160, a distance of 32.15 feet; thence north 68 degrees 52 minutes 03 seconds east a distance of 149.68 feet to a concrete monument; thence north 00 degrees 24 minutes 57 seconds west a distance of 137.18 feet to an iron pin; thence south 89 degrees 35 minutes 03 seconds west a distance of 40 feet to an iron pin; thence north 00 degrees 24 minutes 57 seconds west a distance of 99.94 feet; thence north 01 degrees 11 minutes 57 minutes west 95.34 feet to an iron pin; thence north 01 degrees 11 minutes 57 seconds west a distance of 429.32 feet to an iron pin; thence south 89 degrees 29 minutes 16 seconds west along the south line of said Land Lot No. 145, a distance of 40.62 feet to an iron pin; thence north 00 degrees 30 minutes 35 seconds east a distance of 82.50 feet to an iron pin; thence north 79 degrees 16 minutes 43 seconds east, along the southeast right of way line of Chattanooga Road, a distance of 302.91 feet to an iron pin; thence south 00 degrees 26 minutes 05 seconds west a distance of 136.19 feet to an iron pin; thence north 89 degrees 29 minutes 16 seconds east, along the north line of said Land Lot No. 160, a distance of 99.01 feet to an iron pin; thence north 89 degrees 04 minutes 55 seconds east, along the north line of said Land Lot No. 160, a distance of 98.80 feet to an iron pin; thence north 86 degrees 47 minutes 43 seconds east, along the north line of said Land Lot No. 160, a distance of 434.08 feet to an iron pin located at the intersection of the southwest right of way line of Chattanooga Road and the north line of said Land Lot No. 160; thence south 42 degrees 03 minutes 48 seconds west a distance of 237.31 feet to an iron pin; thence south 55 degrees 57 minutes 57 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-34-000
 Realkey 15179
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 1619
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name BROADRICK
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 231118
 Current 310792
 Land 120750
 Residential Improvement
 Commercial Improvement 190042
 Accessory Improvement
 Conservation Use Value

Property Information

Class Exempt
 Strata Charity Hospitals
 Tax District County
 Neighborhood
 Legal Description PTRR1 W E LOUNT EST
 Total Acres 1
 Zoning See GIS Map
 GMD\Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 231118
 2020 231118
 2019 231118

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	PTTR1 W E LOUNT EST
Year	2023	Sale Date	
Parcel Number	12-160-34-000	Taxes Due	0
Bill	215926	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7083036	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	310792	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

General

Improvement Number 1
 Section Number 1
 Sketch [Click Here](#)
 Class Exempt
 Strata Charity Hospitals
 Built As 14Lt Ind WHSE Shell-S
 Used As 14Lt Ind WHSE Shell-S
 Grade 100
 Physical Depreciation 0.7
 Structure Value 190042
 Section Value 190042

Construction Information

Construction Type Prefab Structural Steel
 Wall Height 14
 Year Built 1981
 Effective Year Built 1986
 Section Area 8400
 Total Building Area 8400
Plumbing
 One Fixture 0
 Two Fixture 3
 Three Fixture 0
 Bath\Kitchen 0

Parcel Details

Total Improvement Value 190042 1.5 Bath\Kitchen 0
 Comments: 2 Bath\Kitchen 0



Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	AVETT FRED M& ELIZABETH M	Strata	Improvement
Sale Price	175000	Reason	SCHOOL/CHURCH/CHARITABLE ORGANIZATION
Sale Date	10/13/2017	State	N
Deed Book/Page	6586 292	PT-61	PT-61 155-2018-000000
Deed Link	Click Here	Comments	

Deed Doc: WD
Recorded 10/13/2017 02:42PM
Georgia Transfer Tax Paid : \$175.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06586 Pg 0292-0294

PT1002750

[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

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 13th day of October, 2017, between Fred M. Avett, Jr. and Elizabeth M. Avett, Grantor, and Hamilton Medical Center, Inc., a Georgia not for profit 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 ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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.

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:

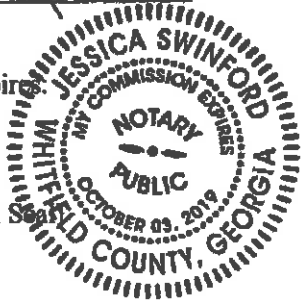
[Handwritten signature]
Unofficial Witness

[Handwritten signature]
Notary Public

My commission expires

[Notarial Seal]

20170724



[Handwritten signature] (Seal)
Fred M. Avett, Jr.

[Handwritten signature] (Seal)
Elizabeth M. Avett

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey dated September 19, 2017, prepared for Hamilton Medial Center, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the southwest right of way line of Chattanooga Road (60' R/W, f/k/a U. S. Highway No. 41) at the intersection of said right of way line and the north line of said Land Lot No. 160; thence south 45 degrees 33 minutes 00 seconds east, along the southwest right of way line of Chattanooga Road, a distance of 193.21 feet to an iron pin; thence south 35 degrees 05 minutes 46 seconds west a distance of 194.92 feet to an iron pin located in the north line of an easement; thence north 57 degrees 35 minutes 00 seconds west, along the north line of said easement, a distance of 213.00 feet to an iron pin; thence north 40 degrees 26 minutes 45 seconds east a distance of 237.31 feet to the iron pin, which is the POINT OF BEGINNING.

TOGETHER WITH that certain 50 foot easement for ingress and egress, and being more particularly described according to a plat of survey prepared for Fred M. Avett and Elizabeth M. Avett by Joseph R. Evans, Georgia Land Records No. 2168, dated April 18, 2000, revised May 18, 2000, recorded in Plat Cabinet C Slide 2049, Whitfield County, Georgia Land Records, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west right of way line of Broadrick Drive, said point being located south 35 degrees 00 minutes 00 seconds west, as measured along the west right of way line of Broadrick Drive, a distance of 145.84 feet from the intersection of said right of way line and the south right of way line of Chattanooga Road, f/k/a U.S. Highway No. 41; thence running south 33 degrees 21 minutes 14 seconds west, along the west right of way line of Broadrick Drive, a distance of 50 feet; thence running north 57 degrees 35 minutes 00 seconds west a distance of 469.88 feet; thence running north 32 degrees 25 minutes 00 seconds east a distance of 50 feet to an iron pin; thence running south 57 degrees 35 minutes 00 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-09-000
 Realkey 15145
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction N
 Parcel Street Name THORNTON
 Parcel Street Units
 Parcel Street Type AVE

Current Fair Market Value Information

Previous 816270
 Current 816270
 Land 816270
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Commercial
 Strata Small Tract
 Tax District County
 Neighborhood
 Legal Description 6.76A LL160-12
 Total Acres 6.76
 Zoning See GIS Map
 GMD\Map Number 056
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 816270
 2020 816270
 2019 816270

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	6.76A LL160-12
Year	2023	Sale Date	
Parcel Number	12-160-09-000	Taxes Due	8992.36
Bill	215922	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7088264	Taxes Paid Date	
Millage Rate	0	Current Due	8992.36
Fair Market Value	816270	Back Taxes	0
Assessed Value	326506	Total Due	8992.36
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	HAMILTON HEALTH CARE SYSTEMS INC	Strata	Small Tract

Parcel Details

Sale Price	0	Reason	CORPORATE NAME CHANGE
Sale Date	3/15/2019	State	N
Deed Book/Page	6699 466	PT-61	PT-61 155-2019-000000
Deed Link	Click Here	Comments	
<hr/>			
Grantee	HAMILTON HEALTH CARE SYSTEM INC	Class	Commercial
Grantor	HOLCOMB RHEBA HELTON	Strata	Improvement
Sale Price	750000	Reason	FAIR MARKET IMPROVED SALE
Sale Date	2/22/2001	State	N
Deed Book/Page	3397 071	PT-61	
Deed Link	Click Here	Comments	
<hr/>			
Grantee	HOLCOMB RHEBA HELTON	Class	Commercial
Grantor		Strata	Small Tract
Sale Price	0	Reason	Value Change
Sale Date	9/1/1999	State	N
Deed Book/Page	3189 274	PT-61	
Deed Link	Click Here	Comments	

Deed Doc: WD
Recorded 03/27/2019 09:44AM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06699 Pg 0466-0468

Pre1000719

[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

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 15th day of March, 2019, between **Hamilton Health Care System, Inc.**, a Georgia non profit corporation, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia non profit 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 ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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.

GRANTOR AND GRANTEE acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

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 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.

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:

Patsy A. Ogles
Unofficial Witness

Candace K Eaton
Notary Public

Hamilton Health Care System, Inc.

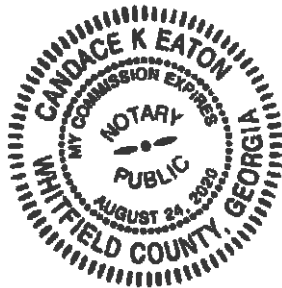
By: [Signature]
President

Attest: [Signature]
Assistant Secretary

My commission expires:

8/24/2020

[Notarial Seal]



[Corporate Seal]



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Hamilton Health Care System, Inc. by William C. Smith, Georgia Registered Land Surveyor No. 1803, dated December 3, 1999, revised January 12, 2001, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the intersection of the west right of way of Old Chattanooga Road and the south line of said Land Lot No. 160; thence running south 88 degrees 26 minutes 30 seconds west, along the south line of said Land Lot No. 160, a distance of 257.36 feet; thence running north 24 degrees 42 minutes 26 seconds west a distance of 374.00 feet; thence running north 88 degrees 53 minutes 32 seconds west a distance of 303.85 feet; thence running north 14 degrees 52 minutes 01 seconds west, along the east right of way line of Chattanooga Road, a distance of 137.44 feet; thence running in a northerly direction, along the east right of way line of Chattanooga Road, along an arc to the right (1,262.16' Radius) an arc distance of 202.69 feet (being subtended by a chord of north 10 degrees 15 minutes 59 seconds west for a distance of 202.47 feet); thence running north 87 degrees 33 minutes 03 seconds east a distance of 730.15 feet; thence running south 02 degrees 31 minutes 36 seconds east, along the west right of way of Old Chattanooga Road, a distance of 152.90 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the right (1,109.73' Radius) an arc distance of 87.0 feet (being subtended by a chord of south 00 degrees 16 minutes 51 seconds east for a distance of 86.98 feet); thence running south 01 degrees 57 minutes 55 seconds west, along the west right of way of Old Chattanooga Road, a distance of 68.31 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the left (648.25' Radius) an arc distance of 133.57 feet (being subtended by a chord of south 03 degrees 56 minutes 20 seconds east for a distance of 133.34 feet); thence running south 09 degrees 50 minutes 33 seconds east, along the west right of way of Old Chattanooga Road, a distance of 264.78 feet to the POINT OF BEGINNING.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-37-000
 Realkey 15182
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1168
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30722
 Latitude
 Longitude

Parcel Address

Parcel House Number 1446
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name BROADRICK
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 56753
 Current 56753
 Land 56753
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Exempt
 Strata Charitable Organization
 Tax District County
 Neighborhood
 Legal Description .47A BROADRICK DR
 Total Acres 0.47
 Zoning See GIS Map
 GMD\Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 56753
 2020 56753
 2019 56753

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	.47A BROADRICK DR
Year	2023	Sale Date	
Parcel Number	12-160-37-000	Taxes Due	0
Bill	215927	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	22773	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	56753	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	CENT PROPERTIES LLLP ETAL	Strata	Lot

Parcel Details

Sale Price	0	Reason	
Sale Date	4/13/2010	State	N
Deed Book/Page	5461 265	PT-61	PT-61 155-2011-000000
Deed Link	Click Here	Comments	POEHLMAN JOHN H IS PART OF ETAL

Deed Doc: WD
Recorded 04/13/2010 03:35PM
Georgia Transfer Tax Paid : \$2,400.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk: 05461 Pg: 0265-0267

[Space above this line for recording data.]

PT 1069

Please Record and Return To:

J. Tom Minor, IV
Minor, Bell & Neal
P.O. Box 2586
Dalton, GA 30722-2586

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 13th day of April, 2010, between **CENT Properties, LLLP**, a Georgia limited liability limited partnership, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia not for profit 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.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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.

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:

Bianca White
Unofficial Witness
Shannon D. Coleman
Notary Public

CENT Properties, LLLP

By: John H. Pochlman (Seal)
John H. Pochlman, General Partner

By: Gary W. Olson (Seal)
Gary Wayne Olson, General Partner

My commission expires: 9/6/2011

[Notarial Seal]
File No. 2010030414

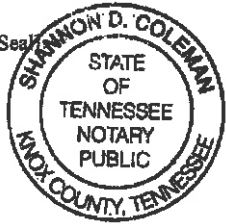


EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot 160 of the 12th District and 3rd Section of Whitfield County, Georgia, and being Tract 13 of Professional Park Subdivision as per plat of same recorded at Plat Cabinet A Slide 354, Whitfield County Clerk's Records, and being a portion of that property as shown by plat of survey by Peter L. Bakkum, Georgia Registered Land Surveyor, dated October 16, 1986, and being more particularly described as follows:

BEGINNING at an iron pin at the southeast intersection of Broadrick Drive and Professional Boulevard; thence north 88 degrees 47 minutes 46 seconds east, with and along the south side of Professional Boulevard, a distance of 243.01 feet to an iron pin; thence south 01 degrees 59 minutes east 200 feet, more or less, to an iron pin; thence south 88 degrees 47 minutes 46 seconds west 35.64 feet to an iron pin; thence south 88 degrees 48 minutes 45 seconds west 207.39 feet to an iron pin on the east side of Broadrick Drive; thence north 01 degrees 59 minutes west, with and along the east side of Broadrick Drive, a distance of 200 feet to an iron pin and the POINT OF BEGINNING.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot 160 of the 12th District and 3rd Section of Whitfield County, Georgia, and being a portion of that property as shown by plat of survey by Peter L. Bakkum, Georgia Registered Land Surveyor, dated October 16, 1986, and being more particularly described as follows:

BEGINNING at an iron pin on the east right of way of Broadrick Drive, said pin being located southerly along the east side of said drive a distance of 200 feet from the southeast intersection of Broadrick Drive and Professional Boulevard; thence north 88 degrees 48 minutes 45 seconds east 207.39 feet to an iron pin; thence south 02 degrees 16 minutes 20 seconds west 100.14 feet to an iron pin; thence south 88 degrees 48 minutes 45 seconds west 198.60 feet to an iron pin on the east right of way of Broadrick Drive; thence north 02 degrees 45 minutes 15 seconds west, with and along the east side of Broadrick Drive, a distance of 100 feet to an iron pin and the POINT OF BEGINNING.

For prior title, see Deed Book 3719 Page 231, Whitfield County, Georgia Land Records.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-58-000
 Realkey 15202
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30722
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name BROADRICK
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 349500
 Current 349500
 Land 349500
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Commercial
 Strata Small Tract
 Tax District County
 Neighborhood
 Legal Description PT TR 1 W E LOUNT
 Total Acres 7.57
 Zoning See GIS Map
 GMD/Map Number 56
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2021 349500
 2020 349500
 2019 349500

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	PT TR 1 W E LOUNT
Year	2023	Sale Date	1/29/2022
Parcel Number	12-160-58-000	Taxes Due	3850.23
Bill	215930	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7094549	Taxes Paid Date	
Millage Rate	0	Current Due	3850.23
Fair Market Value	349500	Back Taxes	0
Assessed Value	139800	Total Due	3850.23
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	WHITFIELD HEALTHCARE FOUNDATION INC	Strata	Small Tract

Parcel Details

Sale Price	0	Reason	CORPORATE NAME CHANGE
Sale Date	1/29/2022	State	N
Deed Book/Page	6824 511	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	WHITFIELD HEALTHCARE FOUNDATION INC	Class	Commercial
Grantor	T MOUNTAIN AQUISITIONS LLC	Strata	Small Tract
Sale Price	0	Reason	DEED OF GIFT
Sale Date	1/25/2021	State	N
Deed Book/Page	6824 508	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	T MOUNTAIN AQUISITIONS LLC	Class	Commercial
Grantor	CHURCH FAMILY LIMITED PARTNERSHIP	Strata	Small Tract
Sale Price	1540000	Reason	MULTIPLE PARCELS INCLUDED IN SALE (FM)
Sale Date	1/10/2020	State	N
Deed Book/Page	6749 158	PT-61	PT-61 155-2021-000000
Deed Link	Click Here	Comments	
Grantee	CHURCH FAMILY LIMITED PARTNERSHIP	Class	Commercial
Grantor	MCBRAYER W EARL	Strata	Small Tract
Sale Price	302800	Reason	FAIR MARKET VACANT SALE
Sale Date	11/22/2002	State	N
Deed Book/Page	3815 001	PT-61	
Deed Link	Click Here	Comments	3736-351 (DOA) 08-07-02 DB 83-382

eFiled & eRecorded
DATE: 2/2/2021
TIME: 1:51 PM
DEED BOOK: 06824
PAGE: 00511 - 00513
RECORDING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 9346900302,7067927936
CLERK: Babs Bailey
Whitfield County, GA
PT61: 000292

[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

Georgia, Whitfield County

THIS INDENTURE made this 29th day of January, 2021, between Whitfield Healthcare Foundation, Inc., a Georgia limited liability company, Grantor, and Hamilton Medical Center, Inc. a Georgia non profit 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.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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 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 Grantor.

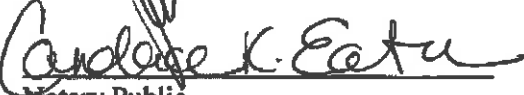
IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

Whitfield Healthcare Foundation, Inc.

Unofficial Witness

By:  (Seal)
Jeff D. Myers, President


Notary Public

Attest:  (Seal)
Jane Shipes, Secretary

My Commission Expires:

9.01.2024

[Notarial Seal]

File No. 20210060

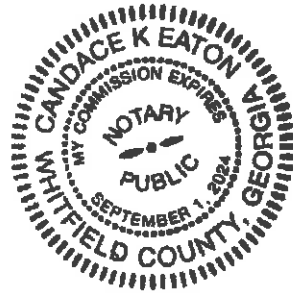


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 145 and 160 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for T Mountain Acquisitions, LLC, by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated December 30, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the northwest right of way line of Broadrick Drive (60' R/W), said point being located south 36 degrees 36 minutes 18 seconds west, as measured along said right of way line, a distance of 145.84 feet from the point of intersection of said right of way line and the southwest right of way line of Chattanooga Road (60' R/W, a/k/a Old U.S. Highway 41); thence running in a southwesterly direction, along the northwest right of way line of Broadrick Drive, the following courses and distances: south 36 degrees 37 minutes 03 seconds west, 50.0 feet; south 36 degrees 37 minutes 03 seconds west, 90.0 feet; south 25 degrees 14 minutes 23 seconds west, 127.75 feet to a painted rock; thence leaving said right of way and running north 00 degrees 21 minutes 57 seconds west a distance of 100.0 feet to an iron pin; thence south 73 degrees 51 minutes 23 seconds west a distance of 829.70 feet to a post; thence south 73 degrees 49 minutes 08 seconds west a distance of 280.84 feet to a post; thence north 01 degrees 02 minutes 07 seconds west, along the west line of said Land Lot No. 160, a distance of 32.15 feet; thence north 68 degrees 52 minutes 03 seconds east a distance of 149.68 feet to a concrete monument; thence north 00 degrees 24 minutes 57 seconds west a distance of 137.18 feet to an iron pin; thence south 89 degrees 35 minutes 03 seconds west a distance of 40 feet to an iron pin; thence north 00 degrees 24 minutes 57 seconds west a distance of 99.94 feet; thence north 01 degrees 11 minutes 57 minutes west 95.34 feet to an iron pin; thence north 01 degrees 11 minutes 57 seconds west a distance of 429.32 feet to an iron pin; thence south 89 degrees 29 minutes 16 seconds west along the south line of said Land Lot No. 145, a distance of 40.62 feet to an iron pin; thence north 00 degrees 30 minutes 35 seconds east a distance of 82.50 feet to an iron pin; thence north 79 degrees 16 minutes 43 seconds east, along the southeast right of way line of Chattanooga Road, a distance of 302.91 feet to an iron pin; thence south 00 degrees 26 minutes 05 seconds west a distance of 136.19 feet to an iron pin; thence north 89 degrees 29 minutes 16 seconds east, along the north line of said Land Lot No. 160, a distance of 99.01 feet to an iron pin; thence north 89 degrees 04 minutes 55 seconds east, along the north line of said Land Lot No. 160, a distance of 98.80 feet to an iron pin; thence north 86 degrees 47 minutes 43 seconds east, along the north line of said Land Lot No. 160, a distance of 434.08 feet to an iron pin located at the intersection of the southwest right of way line of Chattanooga Road and the north line of said Land Lot No. 160; thence south 42 degrees 03 minutes 48 seconds west a distance of 237.31 feet to an iron pin; thence south 55 degrees 57 minutes 57 seconds east a distance of 470.70 feet to an iron pin, which is the POINT OF BEGINNING.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-160-59-000
 Reakey 36044
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMILTON MEDICAL CENTER INC
 Owner Address P O BOX 1900
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307221900
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name CLEO
 Parcel Street Units
 Parcel Street Type WAY

Current Fair Market Value Information

Previous 265650
 Current 265650
 Land 265650
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

2021 265650
 2020 265650
 2019 265650

Property Information

Class Commercial
 Strata Lot
 Tax District County
 Neighborhood
 Legal Description 2.00A LL160-12
 Total Acres 2
 Zoning See GIS Map
 GMD/Map Number 056
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

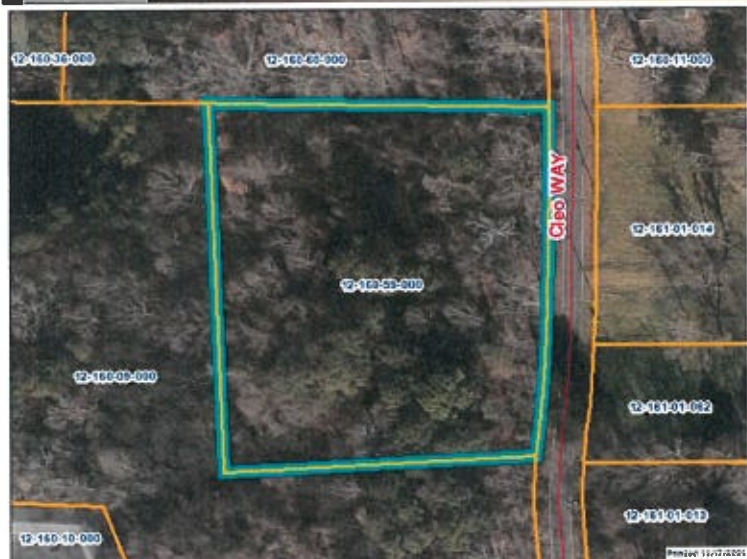
Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HAMILTON MEDICAL CENTER INC	Legal Description	2.00A LL160-12
Year	2023	Sale Date	
Parcel Number	12-160-59-000	Taxes Due	2926.51
Bill	215931	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7088265	Taxes Paid Date	
Millage Rate	0	Current Due	2926.51
Fair Market Value	265650	Back Taxes	0
Assessed Value	106260	Total Due	2926.51
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	HAMILTON MEDICAL CENTER INC	Class	Commercial
Grantor	HAMILTON HEALTH CARE SYSTEMS INC	Strata	Lot

Parcel Details

Sale Price	0	Reason	CORPORATE NAME CHANGE
Sale Date	3/15/2019	State	N
Deed Book/Page	6699 466	PT-61	PT-61 155-2019-000000
Deed Link	Click Here	Comments	
<hr/>			
Grantee	HAMILTON HEALTH CARE SYSTEMS INC	Class	Commercial
Grantor	HOLCOMB DON	Strata	Lot
Sale Price	250000	Reason	FAIR MARKET VACANT SALE
Sale Date	2/22/2001	State	N
Deed Book/Page	3397 74	PT-61	
Deed Link	Click Here	Comments	
<hr/>			
Grantee	HOLCOMB DON	Class	Commercial
Grantor	HOLCOMB RHEBA H	Strata	Lot
Sale Price	0	Reason	FAIR MARKET VACANT SALE
Sale Date	11/30/2000	State	N
Deed Book/Page	3361 142	PT-61	
Deed Link	Click Here	Comments	

Deed Doc: WD
Recorded 03/27/2019 09:44AM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06699 Pg 0466-0468

Prel1000719

[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

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 15th day of March, 2019, between **Hamilton Health Care System, Inc.**, a Georgia non profit corporation, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia non profit 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 ten dollars and other valuable considerations, in hand paid at or 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 and convey unto the said 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.

GRANTOR AND GRANTEE acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

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 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.

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:

Patricia A. Ogles
Unofficial Witness

Candace K Eaton
Notary Public

Hamilton Health Care System, Inc.

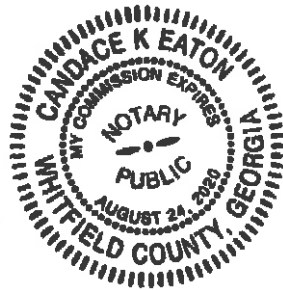
By: Jose Nifon
President

Attest: Jilly Smith
Assistant Secretary

My commission expires:

8/24/2020

[Notarial Seal]



[Corporate Seal]

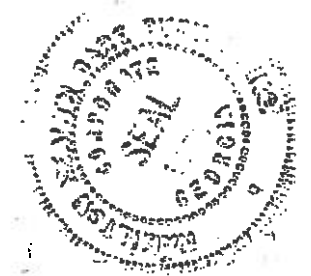


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 160 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Hamilton Health Care System, Inc. by William C. Smith, Georgia Registered Land Surveyor No. 1803, dated December 3, 1999, revised January 12, 2001, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located at the intersection of the west right of way of Old Chattanooga Road and the south line of said Land Lot No. 160; thence running south 88 degrees 26 minutes 30 seconds west, along the south line of said Land Lot No. 160, a distance of 257.36 feet; thence running north 24 degrees 42 minutes 26 seconds west a distance of 374.00 feet; thence running north 88 degrees 53 minutes 32 seconds west a distance of 303.85 feet; thence running north 14 degrees 52 minutes 01 seconds west, along the east right of way line of Chattanooga Road, a distance of 137.44 feet; thence running in a northerly direction, along the east right of way line of Chattanooga Road, along an arc to the right (1,262.16' Radius) an arc distance of 202.69 feet (being subtended by a chord of north 10 degrees 15 minutes 59 seconds west for a distance of 202.47 feet); thence running north 87 degrees 33 minutes 03 seconds east a distance of 730.15 feet; thence running south 02 degrees 31 minutes 36 seconds east, along the west right of way of Old Chattanooga Road, a distance of 152.90 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the right (1,109.73' Radius) an arc distance of 87.0 feet (being subtended by a chord of south 00 degrees 16 minutes 51 seconds east for a distance of 86.98 feet); thence running south 01 degrees 57 minutes 55 seconds west, along the west right of way of Old Chattanooga Road, a distance of 68.31 feet; thence running in a southerly direction, along the west right of way of Old Chattanooga Road, along a curve to the left (648.25' Radius) an arc distance of 133.57 feet (being subtended by a chord of south 03 degrees 56 minutes 20 seconds east for a distance of 133.34 feet); thence running south 09 degrees 50 minutes 33 seconds east, along the west right of way of Old Chattanooga Road, a distance of 264.78 feet to the POINT OF BEGINNING.

EXHIBIT "B"

4-1-14

General commercial (C-2) This district is established to provide for and to encourage appropriate development along collector and arterial thoroughfares, which includes the broadest mix of commercial retail and service uses with associated storage capabilities, and other commercial activities which will both accommodate the needs of residents and those of the traveling public. Shopping centers and large retail stores would be common, along with a host of supporting commercial uses.

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Anthony Walker
Truman Whitfield
Alex Brown

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

Date: November 1, 2023

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – Multiple parcels owned by Hamilton Medical Center, Inc.

Chief Cason:

I have reviewed the annexation request for the following locations and have visited each site. The annexation of these properties will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

1711 Chattanooga Rd – 12-145-01-001 – 0.37 acres
1713 Chattanooga Rd – 12-145-01-002 – 0.34 acres
1721 Chattanooga Rd – 12-145-01-003 – 0.76 acres
0 Chattanooga Rd – 12-145-01-004 – 1.61 acres
1701 Chattanooga Rd – 12-145-03-000 – 1.31 acres
0 Phillips Dr – 12-159-01-021 – 1.13 acres
0 Broadrick Dr – 12-160-19-000 – 7.09 acres
1619 Broadrick Dr – 12-160-34-000 – 1.00 acres
0 N. Thornton Ave – 12-160-19-000 – 6.76 acres
1446 Broadrick Dr – 12-160-37-000 – 0.47 acres
0 Broadrick Dr – 12-160-58-000 – 7.57 acres
0 Cleo Way – 12-160-59-000 – 2.00 acres

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", is written over a white rectangular area.

Captain Shaun Scott
Patrol Division Commander



November 1, 2023

Mr. David Pennington, III
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Multiple sites by Hamilton Medical Center – Parcel Numbers 12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-160-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000 and 12-160-59-000

Dear Mayor Pennington:

As requested in your October 30, 2023, memorandum, Dalton Utilities has reviewed the annexation request of Hamilton Medical Center, Inc. for multiple parcels listed above which total 30.41 acres +/- located in multiple locations.

Dalton Utilities may be able to provide electrical service to some of these locations, however others may be served by other local providers depending upon specific locations as prescribed by the Electrical Territory Agreement which governs where existing providers can serve load. With respect to water service, we can comfortably state that water service is available on every public road within the scope of these annexations. Sewer service can also be made available to these properties, however each site needs to be evaluated individually to determine the best and most cost effective way to serve with sewer. In some cases, a sewer main extension may be required at the developer's expense. Similarly, data and telecommunications services may also be available from nearby existing infrastructure for some of these parcels, however others may require line extensions in order to serve those utility needs.

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

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner".

Mark Buckner, P.E.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

**TO: DAVID PENNINGTON III, MAYOR
ATTN: BERNADETTE CHATTAM, CITY CLERK**

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

**RE: ANNEXATION REQUEST
HAMILTON MEDICAL CENTER, INC.
MULTIPLE STREET ADDRESSES (BROADRICK & OLD CHATTANOOGA)
30.41 ACRES
MULTIPLE PARCELS**

DATE: NOVEMBER 6, 2023

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

The proposed end use of this parcel is a multifamily development resulting in minimal services rendered by the Public Works Department.

MATT DANIEL
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mdaniel@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Anthony Walker
Alex Brown

November 11, 2023

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-160-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000

Greetings,

A review of the proposed listed annexation request has been completed and the determination has been made there would be no negative impact to fire protection in the area as a result of annexation. Dalton Fire Department currently responds to this location as a result of the current automatic aid agreement with Whitfield County Fire Department. The proposed annexation will result in Dalton Fire Department having sole jurisdiction with no automatic aid needed or provided from Whitfield County Fire Department. There is sufficient water supply available in the area, as well the structure located on the property meets the proximity requirements associated with our ordinance.

Dalton Fire Department would not oppose annexation of the listed property.

Thank you,

Matt Daniel
Fire Chief
Dalton Fire Department



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Hamilton Children’s Institute, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) a tract of land totaling 7.02 acres located at 1402 Walston Street, Dalton, Georgia. Parcel (12-184-01-047)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-29

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Neighborhood Commercial (C-1) To General Commercial (C-2) Being A Tract of Land Totaling 7.02 Acres Located at 1402 Walston Street, Dalton, Georgia (Parcel No. 12-184-01-047); To Provide An Effective Date; And For Other Purposes

WHEREAS, Hamilton Children’s Institute, Inc., (Owner) has filed an application with the City to rezone property located at 1402 Walston Street (Parcel No. 12-184-01-047);

WHEREAS, the Property is currently zoned Neighborhood Commercial (C-1);

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial (C-2);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-2 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 1402 Walston Street identified as Parcel No. 12-184-01-047 is hereby rezoned from Neighborhood Commercial (C-1) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-184-01-047

FOR OFFICE USE ONLY: DATE RECEIVED: 9/28/2023

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

APPLICATION FOR AMENDMENT OF THE UNIFIED ZONING ORDINANCE/MAP

Dalton: X Varnell: _____ Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Hamilton Children's Institute, Inc. Telephone: 706.272.6173

Mailing Address: PO Box 1168, Dalton, GA 30722

Email: TODDHARRISON@HHCS.org

Address of Property to be Rezoned: 1 Parcel attached hereto

Amendment to: Zoning Map X Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: One Parcel 7.02 acres; _____ square feet

Existing Zone Classification: C-1, Limited Commercial

Proposed Zone Classification: C-2, General Commercial

Present Use of Property: Hospital/Medical Offices

Proposed Use of Property: Hospital/Medical Offices

If multi-family, total number of units: _____

Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Hamilton Children's Institute, Inc

Signed: By: [Signature]

Date: 09-19-2023

1402 Walston Street	12-184-01-047	C-1	7.02
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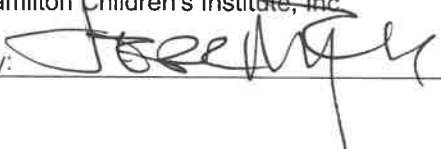
VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

Properties owned by Hamilton Children's Institute, Inc. including parcel 12-184-01-047

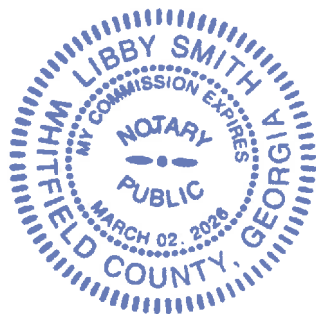
I appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Hamilton Children's Institute, Inc.
By: 
Owner

Sworn to and subscribed
before me, this 19th day
of September, 2023


Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9/19/27

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

(yes or no) No.

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

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

(yes or no) No.

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

1

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

2

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

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

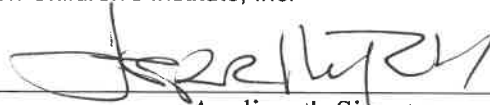
(yes or no) No.

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

Hamilton Children's Institute, Inc.

By:



Applicant's Signature

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

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

Date of Rezoning Application: 9/19/23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No.

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

Hamilton Children's Institute, Inc.

By: 

Applicant's Signature

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

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

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Hamilton Children’s Institute, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) a tract of land totaling 7.02 acres located at 1402 Walston Street, Dalton, Georgia. Parcel (12-184-01-047)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner’s attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have a consistent and conforming zone district for all their combined properties.

With no other comments heard for or against, this hearing closed at approximately 7:05 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **David Pennington then made a motion to recommend approval of the C-2 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Hamilton Medical Center Inc, Hamilton’s Children’s Institute Inc, and HLTC Inc, Are jointly seeking to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) 57 tracts of land (parcels 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, 12-184-01-039, 12-160-14-000, 12-160-15-000, 12-160-22-000, 12-183-04-022, 12-184-01-047, 12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-09-000, 12-160-19-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000) containing a total of 0.45-acres located at the corner of Straight St. and Frederick St. The subject properties make up various developed and undeveloped tracts of land that are all part of the Hamilton Medical Center campus: The petitioner’s request is to be ensure conformity of their various medical offices, and hospital facilities in regard to the Unified Zoning Ordinance. Currently, hospitals, health and medical institutions are not permitted in the C-1 zone district. The requested C-2 rezoning would ensure zoning conformity of all the petitioner’s properties.

The surrounding uses and zoning are Low-Density Single-Family Residential, Neighborhood Commercial, High-Density Residential, Transitional Residential, and General Commercial.

The subject property is primarily within the jurisdiction of the City of Dalton Mayor and Council, but 13 tracts of land are currently within the jurisdiction of the Whitfield County Board of Commissioners.

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.

All of the collective tracts of land that make up the subject property are currently zoned C-1. The vast majority of the subject property has been developed for hospital or medical institution use for multiple decades. Only a few individual tracts of land within the subject property remain undeveloped. All setback and buffer requirements for the C-1 and C-2 zone districts are identical. The C-2 zone district can be found adjacent to the collective subject property to the east and near the subject property to the west. Both the subject property and many adjacent tracts of land have been developed for various commercial uses for a number of decades. Much of the commercial property in this area is directly associated with the medical industry including pharmacies, offices and private medical

practices, medical supplies, retail, dining, and other supporting retail and offices.

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

The proposed C-2 rezoning would certainly increase the opportunity for more intensive commercial uses, but the majority of land within the subject property has already been developed. The remaining tracts of land within the subject property are limited in size. It is also worth noting here that any new development or redevelopment would be required to meet the same setbacks and buffers that are currently in place.

(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.

Much of the subject property would be considered non-conforming under the current C-1 zoning. The proposed C-2 rezoning would permit all the uses already existing within the subject property as well as any future development associated with Hamilton Medical Center. While this area is zoned as Neighborhood Commercial, the established development pattern exceeds the intent of the Neighborhood Commercial zone district. The established development pattern of this area and existing uses are more representative of the General Commercial zone district. The adjacent neighborhoods are not expected to be negatively impacted if the subject property is rezoned C-2 based on the large existing commercial zoning district and longstanding commercial development of the surrounding area.

(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.

The Hamilton Medical Center and its affiliates have long served Whitfield County's public health needs. Under the current C-1 zoning of the collective subject property, the hospital and other medical institutions are in non-conforming status. This means that the hospital nor other medical institutions would be permitted to expand in any way.

(E) Whether the proposed (C-2) 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.

Based on the existing commercial zoning and development of this area, the requested rezoning would have minimal potential impact on public utilities and services. This area is heavily served by public water and sewer as well as direct or proximate access to an arterial corridor (N. Thornton Ave.).

(F) Whether the property sought to be rezoned (or 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 majority of the subject property is within the Medical District character area on the

Future Development Map in the Joint Comprehensive Plan. The Medical District character area is intended to represent commercial and residential development surrounding and including the Hamilton Medical Center hospital. The current C-1 zone district assigned to the collective subject property does not permit hospitals or medical institutions, which has placed the majority of the subject property into non-conforming status. The requested C-2 rezoning would bring the subject property into conformity and allow for future expansion of the Hamilton Medical Center's campus. There are several tracts of land along the periphery of the collective subject property that are within the Suburban Neighborhood character area. The Suburban Neighborhood character area is not intended for commercial use, but all of the tracts within the subject property that are found within the Suburban Neighborhood character area are already zoned C-1. As stated previously, any new development or redevelopment of the collective subject property would be required to meet the same setbacks and buffers are required in the current C-1 zone district if the subject property is rezoned C-2.

(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.

The proposed C-2 rezoning would increase the adjacent C-2 zone district while shrinking the existing C-1 zone district in this area. Since much of the subject property is already developed for uses permitted in the C-2 zone district, there is little concern for the issue of an entering wedge. The adjacent C-2 zone district eliminated the concern for the creation of a spot zone in this case.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the collective subject property to be in consistent conforming status.
2. The existing commercial development pattern and zoning do not suggest that the increase in permissible commercial use or development would have a negative impact on the values of adjacent and nearby properties.
3. The requested C-2 zone district would not be in conflict with the Joint

Comprehensive Plan or its Future Development map based on the majority of the subject property being within the Medical District character area. The existing zoning and development of this area fit the intent of the Medical District character area. The current C-1 zoning of the collective subject property does not permit hospitals or medical institutions. The few tracts on the periphery of the subject property within the Suburban character area are already zoned for commercial use, and this rezoning should have minimal impact on the adjacent residential neighborhoods based on the existing zoning and development throughout this area.

Hamilton Rezoning Request

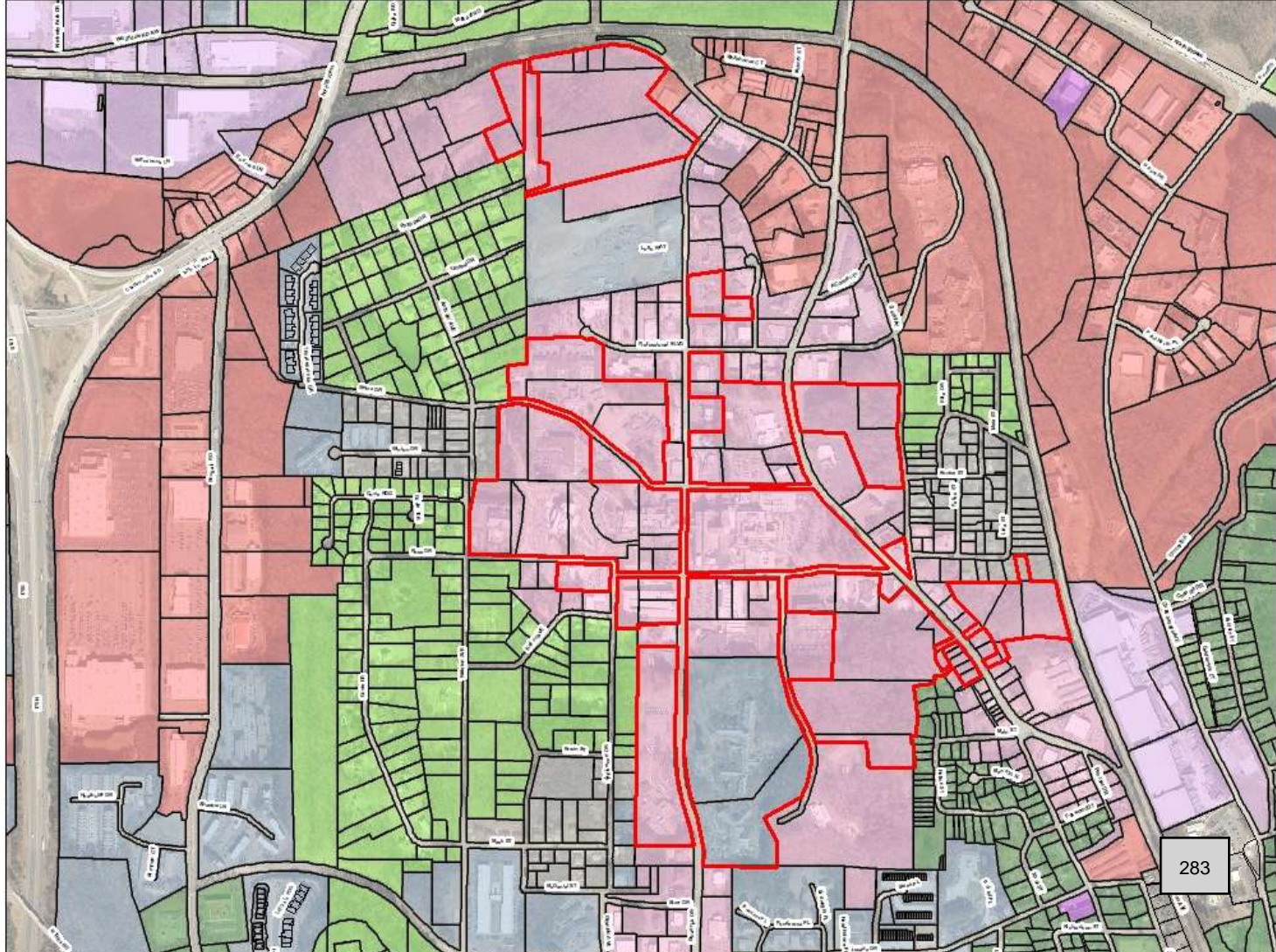
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial



ZONING

- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- High Density Residential (R-7) Cond
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

FEET
1,000



Hamilton Rezoning Request

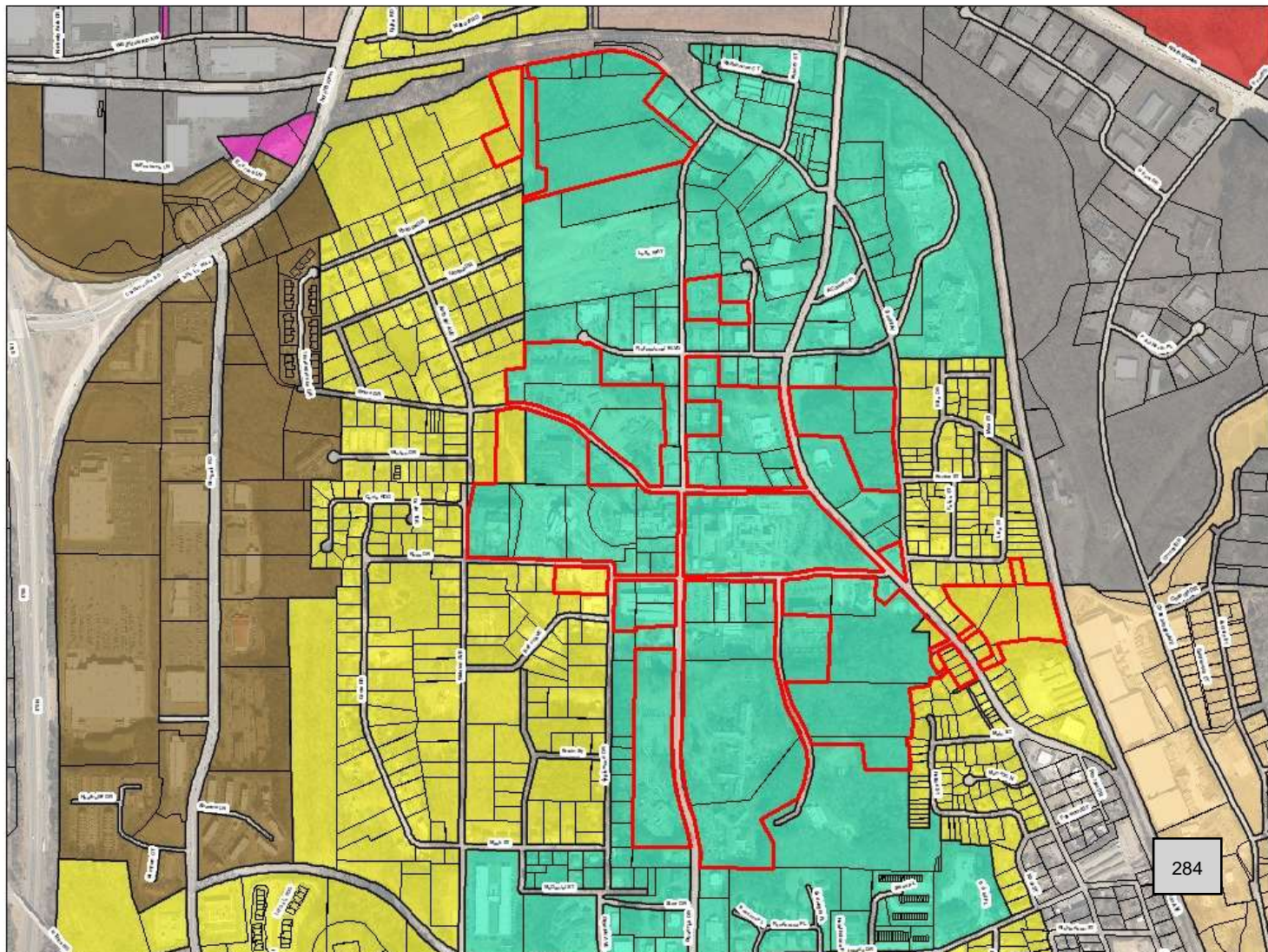
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial

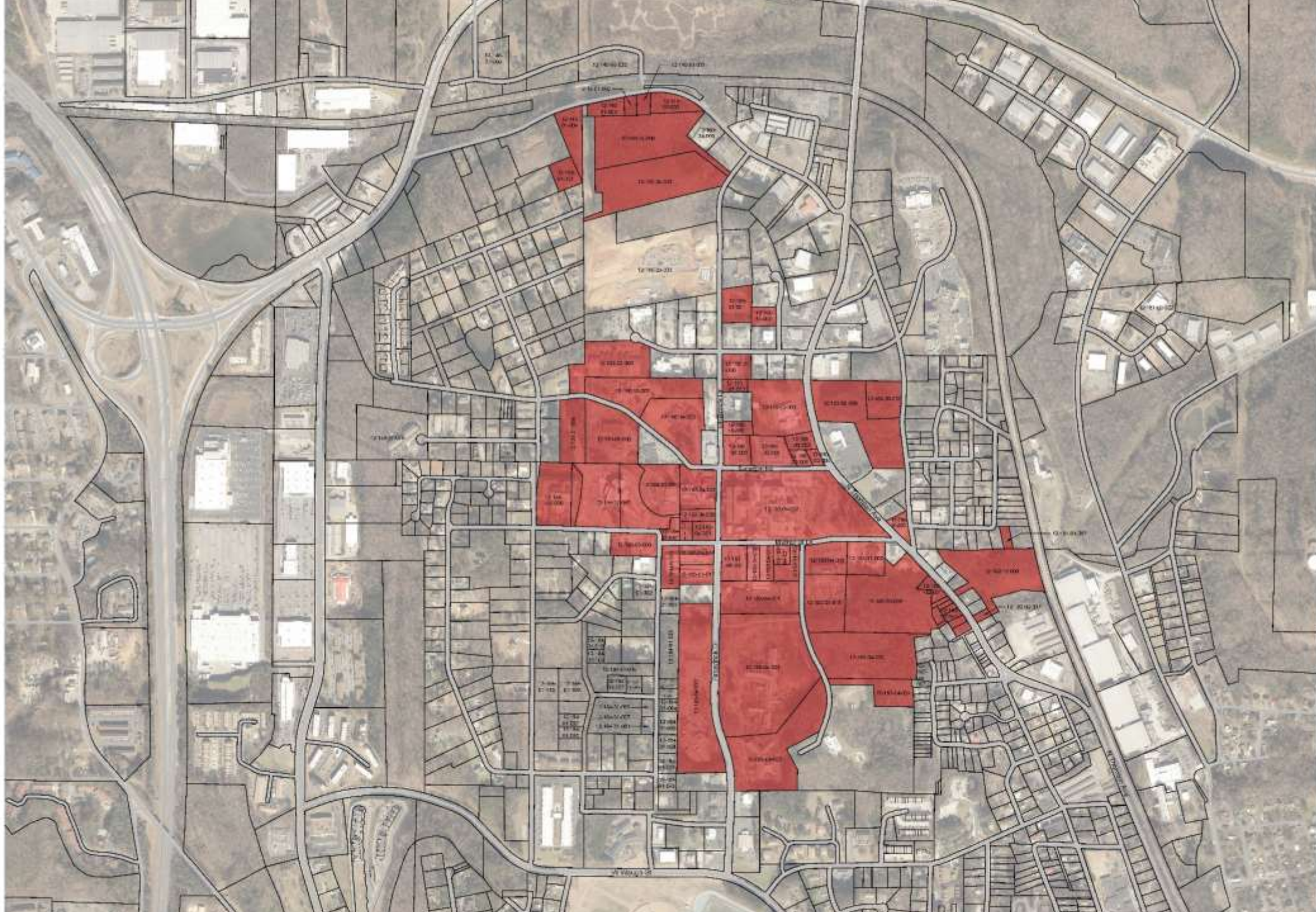


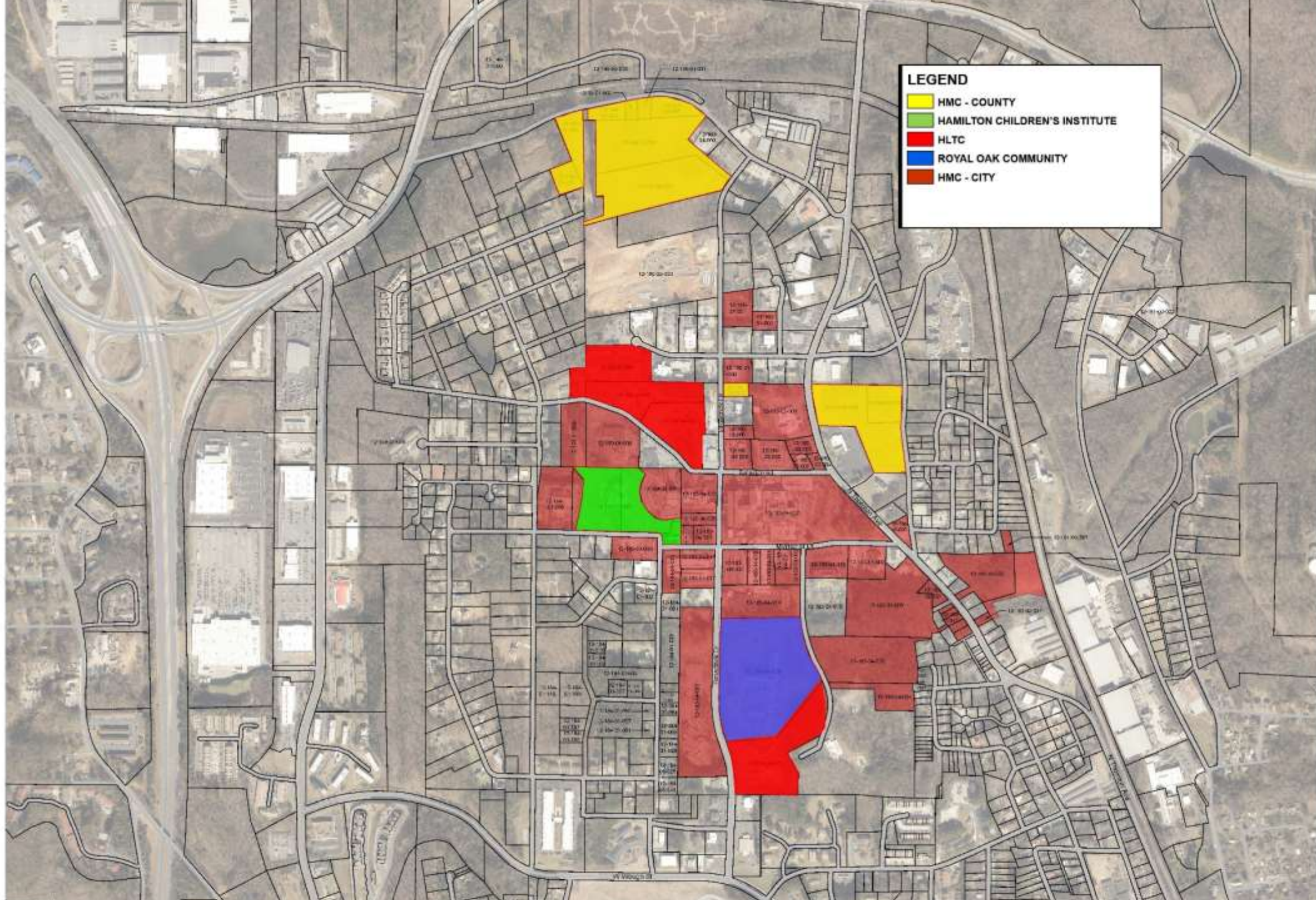
FUTURE DEVELOPMENT MAP

- Commercial Corridor
- Emerging Suburban and Exurban Areas
- Industrial
- Interchange
- Medical District
- Regional Activity Center
- Suburban Neighborhood
- Town Neighborhood Revitalization

FEET
1,000







LEGEND

- HMC - COUNTY
- HAMILTON CHILDREN'S INSTITUTE
- HLTC
- ROYAL OAK COMMUNITY
- HMC - CITY



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of HLTC, Inc. to rezone from Neighborhood Commercial (C-1) and High Density Residential (R-7) to General Commercial (C-2) tracts of land totaling 18.73 acres located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd. and 1212 Broadrick Drive, Dalton, Georgia. Parcels (12-160-14-000) (12-160-15-000) (12-160-22-000) (12-183-04-022)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-30

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Neighborhood Commercial (C-1) and High Density Residential (R-7) to General Commercial (C-2) Being A Tract of Land Totaling 18.73 Acres Located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd., and 1212 Broadrick Drive, Dalton, Georgia (Parcel Nos. 12-160-14-000, 12-160-15-000, 12-160-22-000, and 12-183-04-022); To Provide An Effective Date; And For Other Purposes

WHEREAS, HLTC, Inc., (Owner) has filed an application with the City to rezone property located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd., and 1212 Broadrick Drive, Dalton, Georgia (Parcel Nos. 12-160-14-000, 12-160-15-000, 12-160-22-000, and 12-183-04-022);

WHEREAS, the Property is currently zoned Neighborhood Commercial (C-1) and High Density Residential (R-7);

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial (C-2);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-2 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd., and 1212 Broadrick Drive, Dalton, Georgia identified as Parcel Nos. 12-160-14-000, 12-160-15-000, 12-160-22-000, and 12-183-04-022; are hereby rezoned from Neighborhood Commercial (C-1) and to High Density Residential (R-7) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____ . Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____

ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-160-14-000
12-160-15-000
12-160-22-000
12-183-04-022

FOR OFFICE USE ONLY:
DATE RECEIVED: 9/28/2023

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

**APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP**

Dalton: X
Varnell: _____
Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: HLTC, Inc. Telephone: 706.272.6173

Mailing Address: PO Box 1168, Dalton, GA 30722

Email: TODDHARRISON@HHCS.org

Address of Property to be Rezoned: 4 Parcels attached hereto

Amendment to: Zoning Map X Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: Multiple Parcels 18.73 acres; _____ square feet

Existing Zone Classification: C-1, Limited Commercial and R-7 High Density Residential

Proposed Zone Classification: C-2, General Commercial

Present Use of Property: Hospital/Medical Offices

Proposed Use of Property: Hospital/Medical Offices

If multi-family, total number of units: _____
Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

HLTC, Inc
Signed: By: [Signature]

Date: 09-19-2023

1102 Burleyson	12-160-14-000	C-1	3.8
1110 Burleyson Rd	12-160-15-000	C-1	4.24
1115 Professional Blvd	12-160-22-000	C-1	4.02
1212 Broadrick Drive	12-183-04-022	R-7	6.67
			18.73

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

Properties owned by HLTC, Inc. including Parcels:

12-160-14-000, 12-160-15-000, 12-160-22-000 and 12-183-04-022

I appoint J. Tom Minor, IV

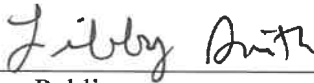
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

HLTC, Inc.

By: _____
Owner

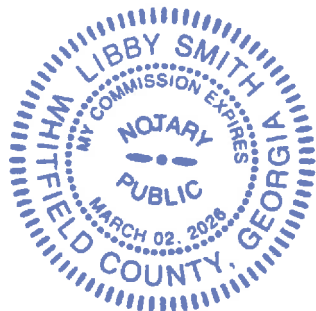


Sworn to and subscribed
before me, this 19th day
of September, 2023



Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9 | 19 | 23

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

(yes or no) No.

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

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

(yes or no) No.

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

1

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

2

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

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

(yes or no) No.

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

HLTC, Inc.

By:



Applicant's Signature

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

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

Date of Rezoning Application: 9/19/23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) of more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No.

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

HLTC, Inc.
By: [Signature]
Applicant's Signature

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

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

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of HLTC, Inc. to rezone from Neighborhood Commercial (C-1) and High Density Residential (R-7) to General Commercial (C-2) tracts of land totaling 18.73 acres located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd. and 1212 Broadrick Drive, Dalton, Georgia. Parcels (12-160-14-000) (12-160-15-000) (12-160-22-000) (12-183-04-022)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have a consistent and conforming zone district for all their combined properties.

With no other comments heard for or against, this hearing closed at approximately 7:05 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **David Pennington then made a motion to recommend approval of the C-2 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Hamilton Medical Center Inc, Hamilton’s Children’s Institute Inc, and HLTC Inc, Are jointly seeking to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) 57 tracts of land (parcels 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, 12-184-01-039, 12-160-14-000, 12-160-15-000, 12-160-22-000, 12-183-04-022, 12-184-01-047, 12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-09-000, 12-160-19-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000) containing a total of 0.45-acres located at the corner of Straight St. and Frederick St. The subject properties make up various developed and undeveloped tracts of land that are all part of the Hamilton Medical Center campus: The petitioner’s request is to be ensure conformity of their various medical offices, and hospital facilities in regard to the Unified Zoning Ordinance. Currently, hospitals, health and medical institutions are not permitted in the C-1 zone district. The requested C-2 rezoning would ensure zoning conformity of all the petitioner’s properties.

The surrounding uses and zoning are Low-Density Single-Family Residential, Neighborhood Commercial, High-Density Residential, Transitional Residential, and General Commercial.

The subject property is primarily within the jurisdiction of the City of Dalton Mayor and Council, but 13 tracts of land are currently within the jurisdiction of the Whitfield County Board of Commissioners.

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.

All of the collective tracts of land that make up the subject property are currently zoned C-1. The vast majority of the subject property has been developed for hospital or medical institution use for multiple decades. Only a few individual tracts of land within the subject property remain undeveloped. All setback and buffer requirements for the C-1 and C-2 zone districts are identical. The C-2 zone district can be found adjacent to the collective subject property to the east and near the subject property to the west. Both the subject property and many adjacent tracts of land have been developed for various commercial uses for a number of decades. Much of the commercial property in this area is directly associated with the medical industry including pharmacies, offices and private medical

practices, medical supplies, retail, dining, and other supporting retail and offices.

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

The proposed C-2 rezoning would certainly increase the opportunity for more intensive commercial uses, but the majority of land within the subject property has already been developed. The remaining tracts of land within the subject property are limited in size. It is also worth noting here that any new development or redevelopment would be required to meet the same setbacks and buffers that are currently in place.

(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.

Much of the subject property would be considered non-conforming under the current C-1 zoning. The proposed C-2 rezoning would permit all the uses already existing within the subject property as well as any future development associated with Hamilton Medical Center. While this area is zoned as Neighborhood Commercial, the established development pattern exceeds the intent of the Neighborhood Commercial zone district. The established development pattern of this area and existing uses are more representative of the General Commercial zone district. The adjacent neighborhoods are not expected to be negatively impacted if the subject property is rezoned C-2 based on the large existing commercial zoning district and longstanding commercial development of the surrounding area.

(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.

The Hamilton Medical Center and its affiliates have long served Whitfield County's public health needs. Under the current C-1 zoning of the collective subject property, the hospital and other medical institutions are in non-conforming status. This means that the hospital nor other medical institutions would be permitted to expand in any way.

(E) Whether the proposed (C-2) 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.

Based on the existing commercial zoning and development of this area, the requested rezoning would have minimal potential impact on public utilities and services. This area is heavily served by public water and sewer as well as direct or proximate access to an arterial corridor (N. Thornton Ave.).

(F) Whether the property sought to be rezoned (or 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 majority of the subject property is within the Medical District character area on the

Future Development Map in the Joint Comprehensive Plan. The Medical District character area is intended to represent commercial and residential development surrounding and including the Hamilton Medical Center hospital. The current C-1 zone district assigned to the collective subject property does not permit hospitals or medical institutions, which has placed the majority of the subject property into non-conforming status. The requested C-2 rezoning would bring the subject property into conformity and allow for future expansion of the Hamilton Medical Center's campus. There are several tracts of land along the periphery of the collective subject property that are within the Suburban Neighborhood character area. The Suburban Neighborhood character area is not intended for commercial use, but all of the tracts within the subject property that are found within the Suburban Neighborhood character area are already zoned C-1. As stated previously, any new development or redevelopment of the collective subject property would be required to meet the same setbacks and buffers are required in the current C-1 zone district if the subject property is rezoned C-2.

(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.

The proposed C-2 rezoning would increase the adjacent C-2 zone district while shrinking the existing C-1 zone district in this area. Since much of the subject property is already developed for uses permitted in the C-2 zone district, there is little concern for the issue of an entering wedge. The adjacent C-2 zone district eliminated the concern for the creation of a spot zone in this case.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the collective subject property to be in consistent conforming status.
2. The existing commercial development pattern and zoning do not suggest that the increase in permissible commercial use or development would have a negative impact on the values of adjacent and nearby properties.
3. The requested C-2 zone district would not be in conflict with the Joint

Comprehensive Plan or its Future Development map based on the majority of the subject property being within the Medical District character area. The existing zoning and development of this area fit the intent of the Medical District character area. The current C-1 zoning of the collective subject property does not permit hospitals or medical institutions. The few tracts on the periphery of the subject property within the Suburban character area are already zoned for commercial use, and this rezoning should have minimal impact on the adjacent residential neighborhoods based on the existing zoning and development throughout this area.

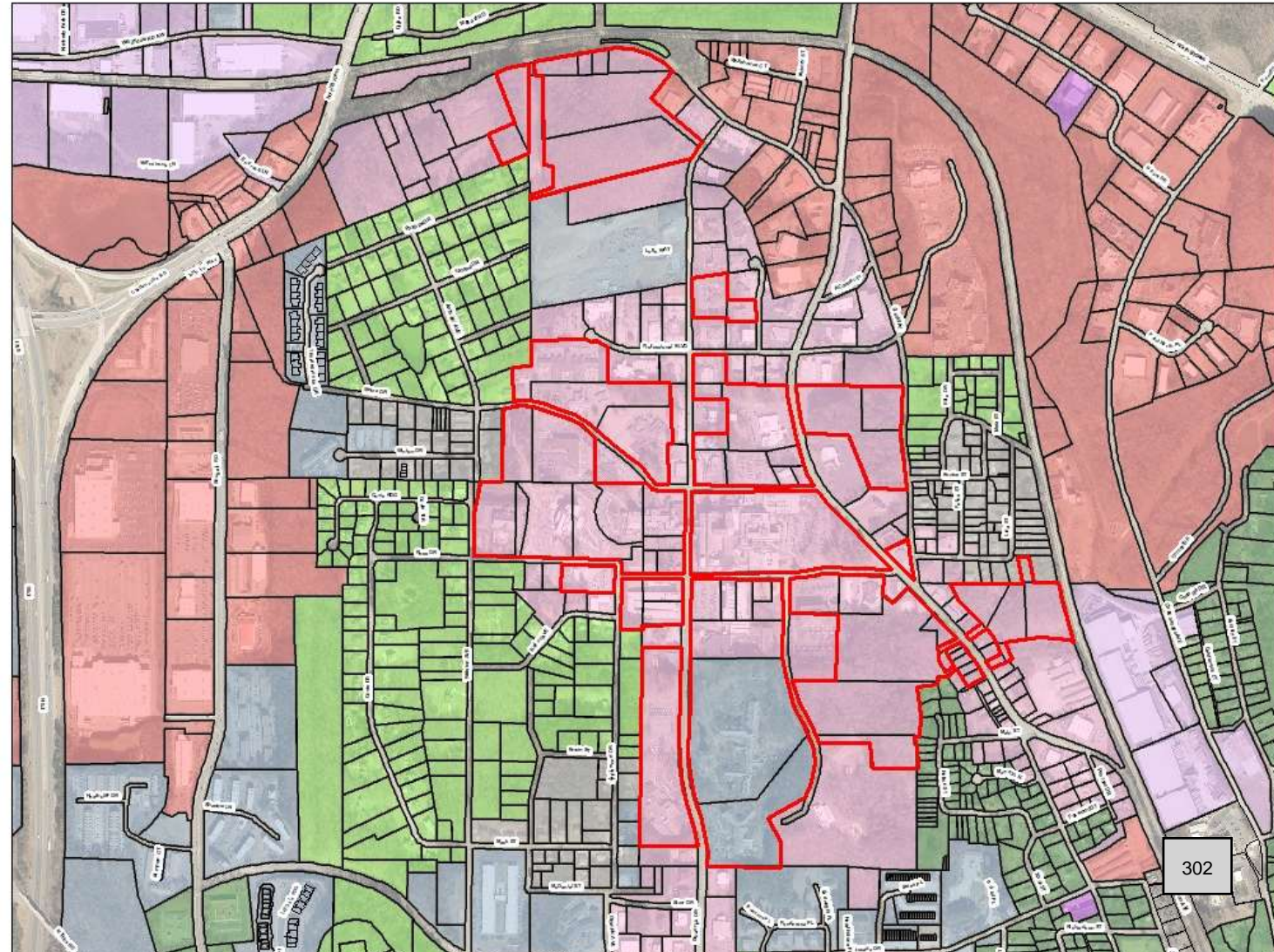
Hamilton Rezoning Request

C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial



ZONING	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	High Density Residential (R-7) Cond
	Neighborhood Commercial (C-1)
	General Commercial (C-2)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

FEET
1,000



Hamilton Rezoning Request

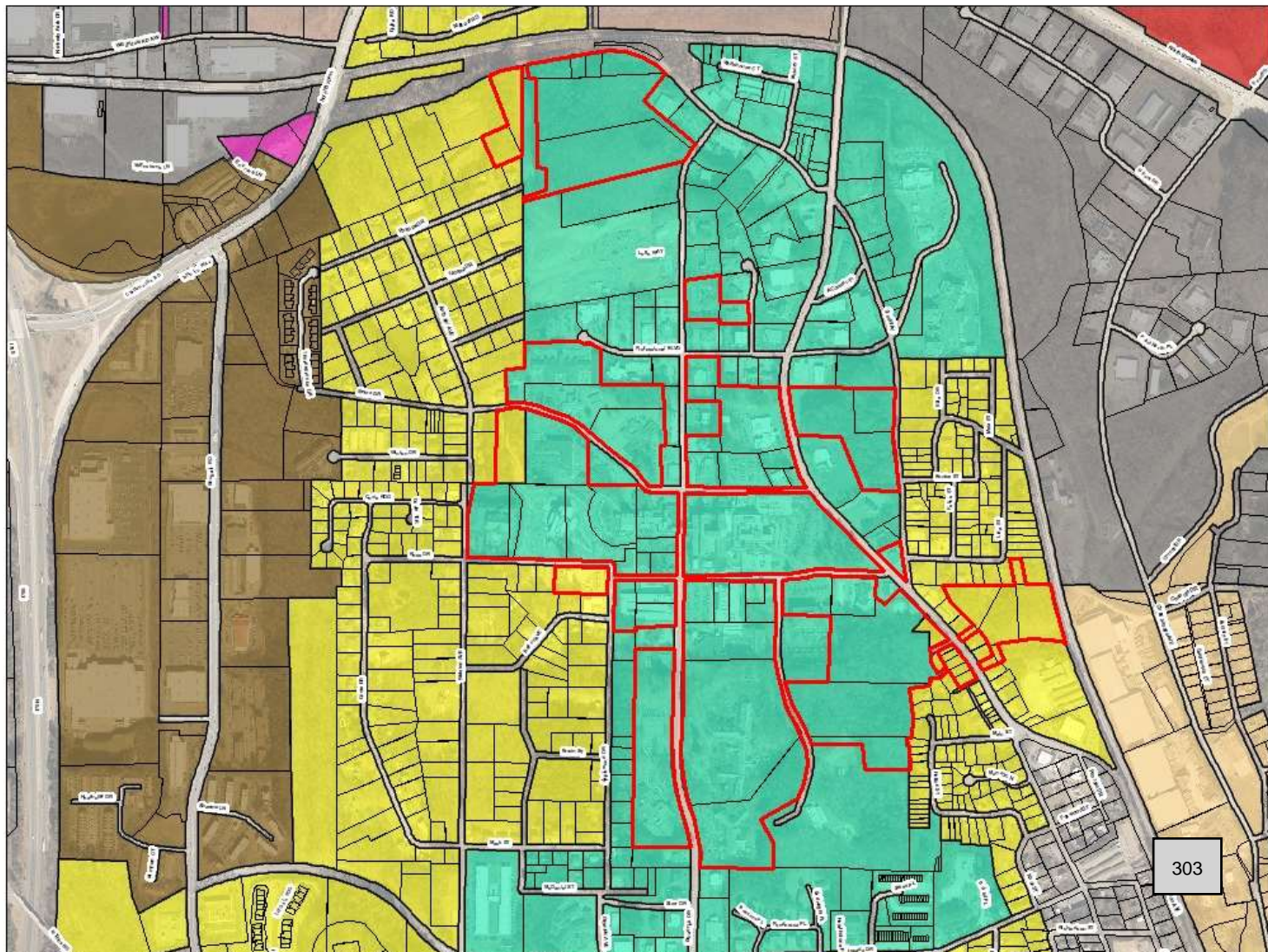
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial

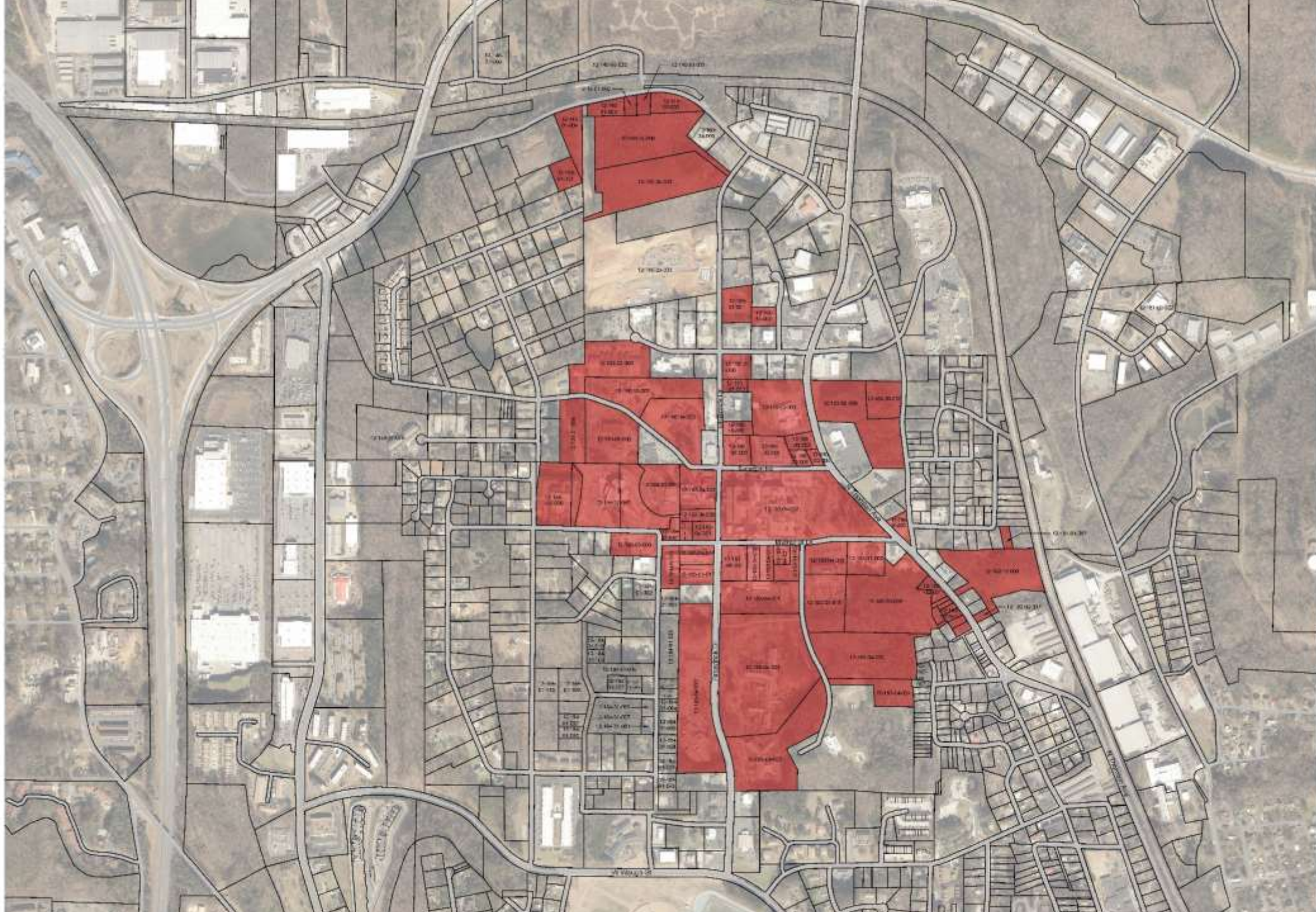


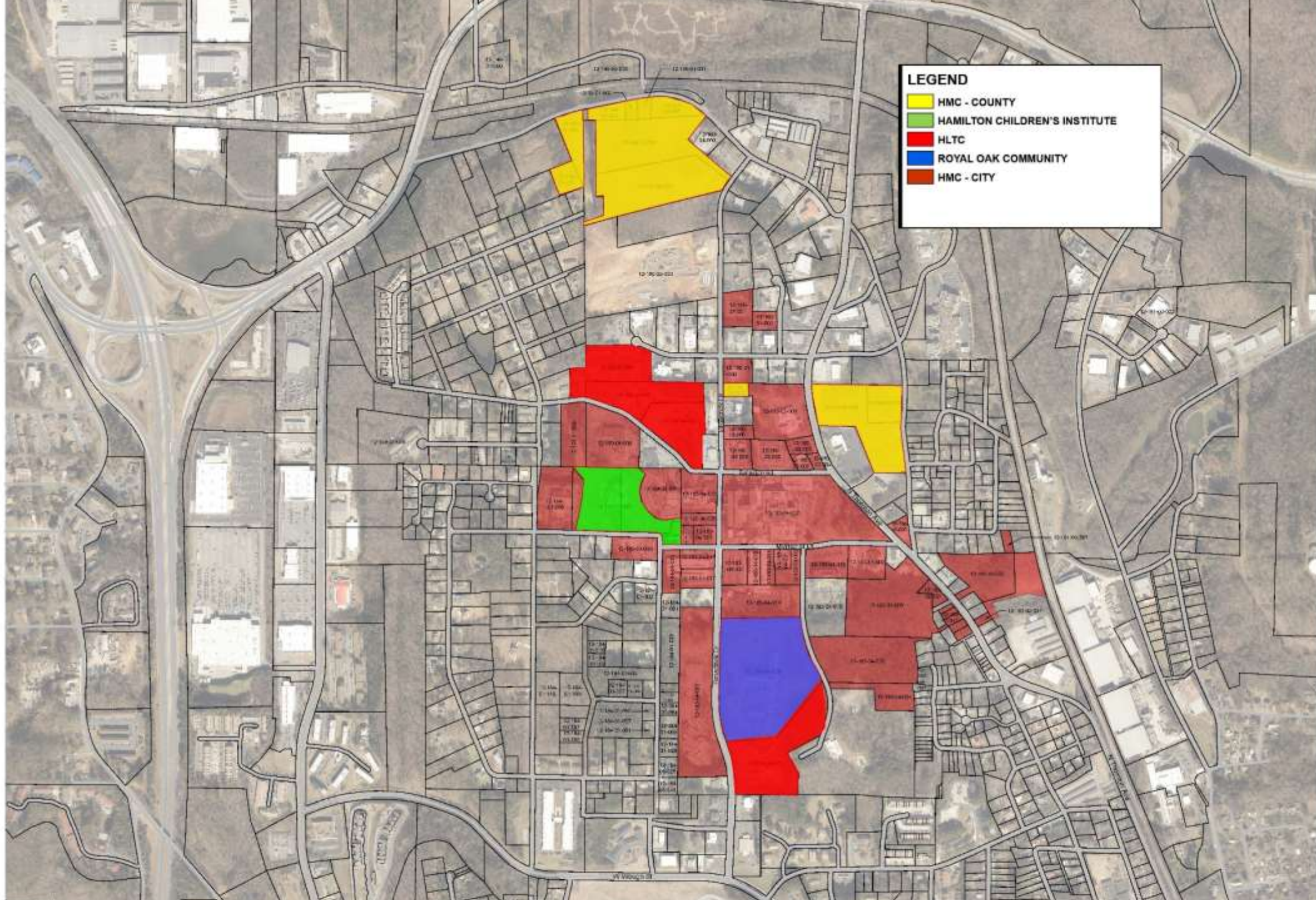
FUTURE DEVELOPMENT MAP

- Commercial Corridor
- Emerging Suburban and Exurban Areas
- Industrial
- Interchange
- Medical District
- Regional Activity Center
- Suburban Neighborhood
- Town Neighborhood Revitalization

FEET
1,000







LEGEND

- HMC - COUNTY
- HAMILTON CHILDREN'S INSTITUTE
- HLTC
- ROYAL OAK COMMUNITY
- HMC - CITY



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Hamilton Medical Center, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) tracts of land totaling 95.13 acres located in Dalton, Georgia. Parcels (12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-31

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Neighborhood Commercial (C-1) To General Commercial (C-2) Being A Tract of Land Totaling 95.13 Acres Located at in the Memorial Drive/Broadrick Drive/Burleyson Road/N. Thornton Avenue area, Dalton, Georgia (Parcel Nos. 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-010, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039); To Provide An Effective Date; And For Other Purposes

WHEREAS, Hamilton Medical Center, Inc. (Owner) has filed an application with the City to rezone property located at Memorial Drive/Broadrick Drive/ Burleyson Road/N. Thornton Avenue area, Dalton, Georgia (Parcel Nos. 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039);

WHEREAS, the Property is currently zoned Neighborhood Commercial (C-1);

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial (C-2);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-2 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and

subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Memorial Drive/Broadrick Drive/Burleyson Road/ N. Thornton Avenue area, Dalton, Georgia identified as Parcel Nos. 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039; is hereby rezoned from Neighborhood Commercial (C-1) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

FOR OFFICE USE ONLY:
DATE RECEIVED: 9/28/2023

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

**APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP**

Dalton: X
Varnell: _____
Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Hamilton Medical Center, Inc. Telephone: 706.272.6173

Mailing Address: PO Box 1168, Dalton, GA 30722

Email: TODDHARRISON@HHCS.org

Address of Property to be Rezoned: 41 Parcels attached hereto

Amendment to: Zoning Map X Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: Multiple Parcels 95.13 acres; _____ square feet

Existing Zone Classification: C-1, Limited Commercial

Proposed Zone Classification: C-2, General Commercial

Present Use of Property: Hospital/Medical Offices

Proposed Use of Property: Hospital/Medical Offices

If multi-family, total number of units: _____

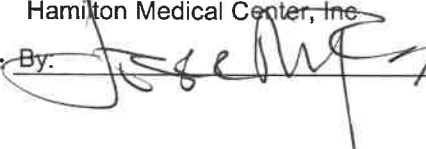
Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Hamilton Medical Center, Inc.
Signed: By. 

Date: 09-19-2023

Burleyson Rd	12-159-01-058	C-1	2.87			
1407 Thornton	12-160-02-001	C-1	5.14			
Thornton	12-160-02-002	C-1	0.33			
1002 Burleyson	12-160-02-003	C-1	0.43			
Corner Burleyson & Chattanooga Rd.	12-160-02-004	C-1	0.34			
1008 Burleyson Rd.	12-160-03-000	C-1	1.72			
1109 Burleyson Rd.	12-160-06-000	C-1	3.85			
1432 Broadrick	12-160-16-000	C-1	0.55			
1504 Broadrick	12-160-21-001	C-1	1.57			
Broadrick Dr.	12-160-21-006	C-1	1.12			
Burleyson Rd	12-160-39-000	C-1	1.24			
1503 Professional Court	12-160-51-000	C-1	0.7			
Arbella St	12-161-01-087	R-6	0.23			
N. Thornton	12-182-02-001	C-1	0.5			
N. Thornton Ave (east side)	12-182-02-007	C-1	0.23			
1223 Chattanooga Road	12-182-02-041	C-1	1.05			
00 Chattanooga Avenue	12-182-15-000	C-1	6.08			
1407 Applewood Dr.	12-183-03-000	C-1	2			
1301 Broadrick	12-183-04-001	C-1	0.62			
Burleyson Rd	12-183-04-002	C-1	1.93			
1200 Memorial	12-183-04-003	C-1	13.5			
1250 Broadrick	12-183-04-004	C-1	1.25			
1203 Memorial Drive	12-183-04-005	C-1	0.81			
1305 Broadrick	12-183-04-009	C-1	0.64			
1225 Broadrick	12-183-04-010	C-1	9.16			
1209 Memorial	12-183-04-011	C-1	0.71			
1217 Memorial	12-183-04-012	C-1	0.6			
1308 Memorial	12-183-04-013	C-1	0.34			
1250 Broadrick	12-183-04-014	C-1	3.34			
Memorial Dr.	12-183-04-015	C-1	2.77			
Broadrick Dr.	12-183-04-017	C-1	**	Combined with 12-183-04-015		
1107 Memorial	12-183-04-019	C-1	4.84			
Elkwood	12-183-04-020	C-1	6.08			
1203 Memorial Drive	12-183-04-021	C-1	0.45			
Elk	12-183-04-024	C-1	2			
1105 Memorial	12-183-05-000	C-1	7.87			
1300 Thornton	12-183-10-000	C-1	0.56			
Memorial Dr.	12-183-11-000	C-1	1.9			
Ross Dr	12-184-01-001	C-1	2.6			
corner Applewood & Memorial	12-184-01-010	C-1	**	Combined with 12-183-04-015		
1201 Burleyson Road	12-184-01-039	C-1	3.21			
			95.13			

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

Properties owned by Hamilton Medical Center, Inc.

I appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Hamilton Medical Center, Inc.
By: *[Signature]*
Owner

Sworn to and subscribed
before me, this 19th day
of September, 2023

Libby Smith
Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9/19/23

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

(yes or no) No.

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

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

(yes or no) No.

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

1

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

2

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

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

(yes or no) No.

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

Hamilton Medical Center, Inc.

By: 
Applicant's Signature

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

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

Date of Rezoning Application: 9/19/23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No.

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023

Hamilton Medical Center, Inc.

By: 

Applicant's Signature

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

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

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Hamilton Medical Center, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) tracts of land totaling 95.13 acres located in Dalton, Georgia. Parcels (12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have a consistent and conforming zone district for all their combined properties.

With no other comments heard for or against, this hearing closed at approximately 7:05 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **David Pennington then made a motion to recommend approval of the C-2 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Hamilton Medical Center Inc, Hamilton’s Children’s Institute Inc, and HLTC Inc, Are jointly seeking to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) 57 tracts of land (parcels 12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, 12-184-01-039, 12-160-14-000, 12-160-15-000, 12-160-22-000, 12-183-04-022, 12-184-01-047, 12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-09-000, 12-160-19-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000) containing a total of 0.45-acres located at the corner of Straight St. and Frederick St. The subject properties make up various developed and undeveloped tracts of land that are all part of the Hamilton Medical Center campus: The petitioner’s request is to be ensure conformity of their various medical offices, and hospital facilities in regard to the Unified Zoning Ordinance. Currently, hospitals, health and medical institutions are not permitted in the C-1 zone district. The requested C-2 rezoning would ensure zoning conformity of all the petitioner’s properties.

The surrounding uses and zoning are Low-Density Single-Family Residential, Neighborhood Commercial, High-Density Residential, Transitional Residential, and General Commercial.

The subject property is primarily within the jurisdiction of the City of Dalton Mayor and Council, but 13 tracts of land are currently within the jurisdiction of the Whitfield County Board of Commissioners.

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.

All of the collective tracts of land that make up the subject property are currently zoned C-1. The vast majority of the subject property has been developed for hospital or medical institution use for multiple decades. Only a few individual tracts of land within the subject property remain undeveloped. All setback and buffer requirements for the C-1 and C-2 zone districts are identical. The C-2 zone district can be found adjacent to the collective subject property to the east and near the subject property to the west. Both the subject property and many adjacent tracts of land have been developed for various commercial uses for a number of decades. Much of the commercial property in this area is directly associated with the medical industry including pharmacies, offices and private medical

practices, medical supplies, retail, dining, and other supporting retail and offices.

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

The proposed C-2 rezoning would certainly increase the opportunity for more intensive commercial uses, but the majority of land within the subject property has already been developed. The remaining tracts of land within the subject property are limited in size. It is also worth noting here that any new development or redevelopment would be required to meet the same setbacks and buffers that are currently in place.

(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.

Much of the subject property would be considered non-conforming under the current C-1 zoning. The proposed C-2 rezoning would permit all the uses already existing within the subject property as well as any future development associated with Hamilton Medical Center. While this area is zoned as Neighborhood Commercial, the established development pattern exceeds the intent of the Neighborhood Commercial zone district. The established development pattern of this area and existing uses are more representative of the General Commercial zone district. The adjacent neighborhoods are not expected to be negatively impacted if the subject property is rezoned C-2 based on the large existing commercial zoning district and longstanding commercial development of the surrounding area.

(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.

The Hamilton Medical Center and its affiliates have long served Whitfield County's public health needs. Under the current C-1 zoning of the collective subject property, the hospital and other medical institutions are in non-conforming status. This means that the hospital nor other medical institutions would be permitted to expand in any way.

(E) Whether the proposed (C-2) 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.

Based on the existing commercial zoning and development of this area, the requested rezoning would have minimal potential impact on public utilities and services. This area is heavily served by public water and sewer as well as direct or proximate access to an arterial corridor (N. Thornton Ave.).

(F) Whether the property sought to be rezoned (or 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 majority of the subject property is within the Medical District character area on the

Future Development Map in the Joint Comprehensive Plan. The Medical District character area is intended to represent commercial and residential development surrounding and including the Hamilton Medical Center hospital. The current C-1 zone district assigned to the collective subject property does not permit hospitals or medical institutions, which has placed the majority of the subject property into non-conforming status. The requested C-2 rezoning would bring the subject property into conformity and allow for future expansion of the Hamilton Medical Center's campus. There are several tracts of land along the periphery of the collective subject property that are within the Suburban Neighborhood character area. The Suburban Neighborhood character area is not intended for commercial use, but all of the tracts within the subject property that are found within the Suburban Neighborhood character area are already zoned C-1. As stated previously, any new development or redevelopment of the collective subject property would be required to meet the same setbacks and buffers are required in the current C-1 zone district if the subject property is rezoned C-2.

(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.

The proposed C-2 rezoning would increase the adjacent C-2 zone district while shrinking the existing C-1 zone district in this area. Since much of the subject property is already developed for uses permitted in the C-2 zone district, there is little concern for the issue of an entering wedge. The adjacent C-2 zone district eliminated the concern for the creation of a spot zone in this case.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the collective subject property to be in consistent conforming status.
2. The existing commercial development pattern and zoning do not suggest that the increase in permissible commercial use or development would have a negative impact on the values of adjacent and nearby properties.
3. The requested C-2 zone district would not be in conflict with the Joint

Comprehensive Plan or its Future Development map based on the majority of the subject property being within the Medical District character area. The existing zoning and development of this area fit the intent of the Medical District character area. The current C-1 zoning of the collective subject property does not permit hospitals or medical institutions. The few tracts on the periphery of the subject property within the Suburban character area are already zoned for commercial use, and this rezoning should have minimal impact on the adjacent residential neighborhoods based on the existing zoning and development throughout this area.

Hamilton Rezoning Request

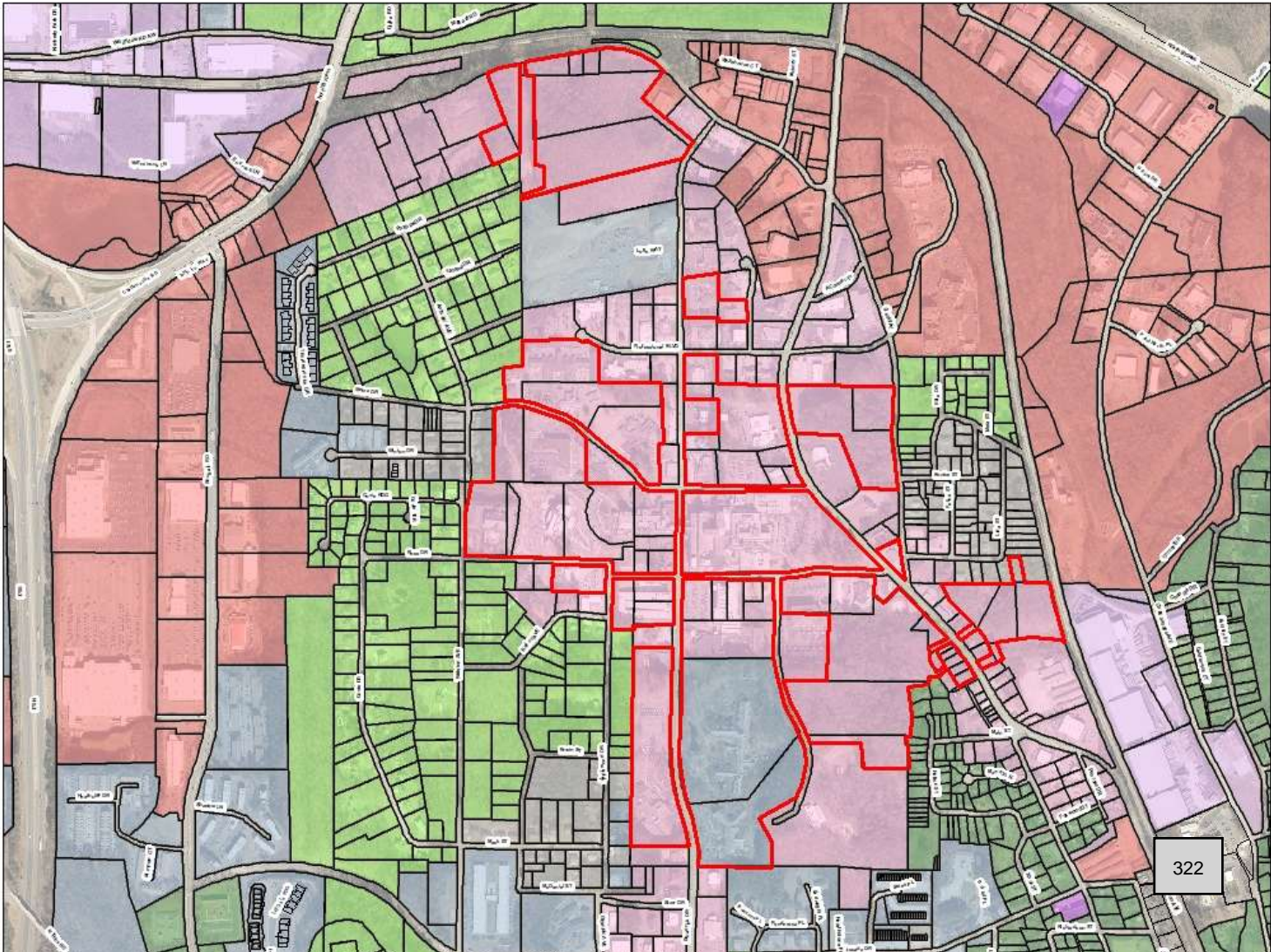
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial



ZONING

- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- High Density Residential (R-7) Cond
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

FEET
1,000



Hamilton Rezoning Request

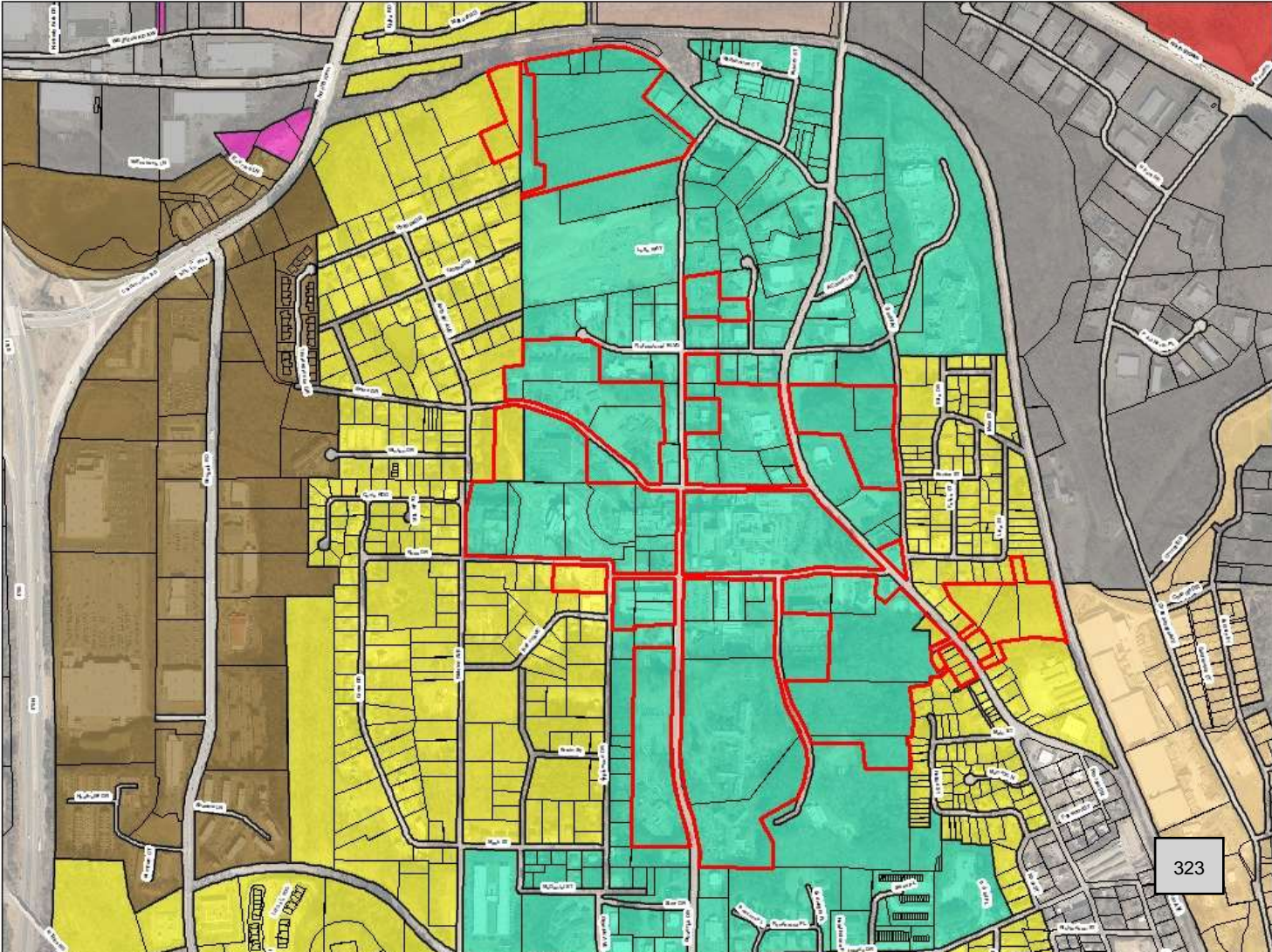
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial

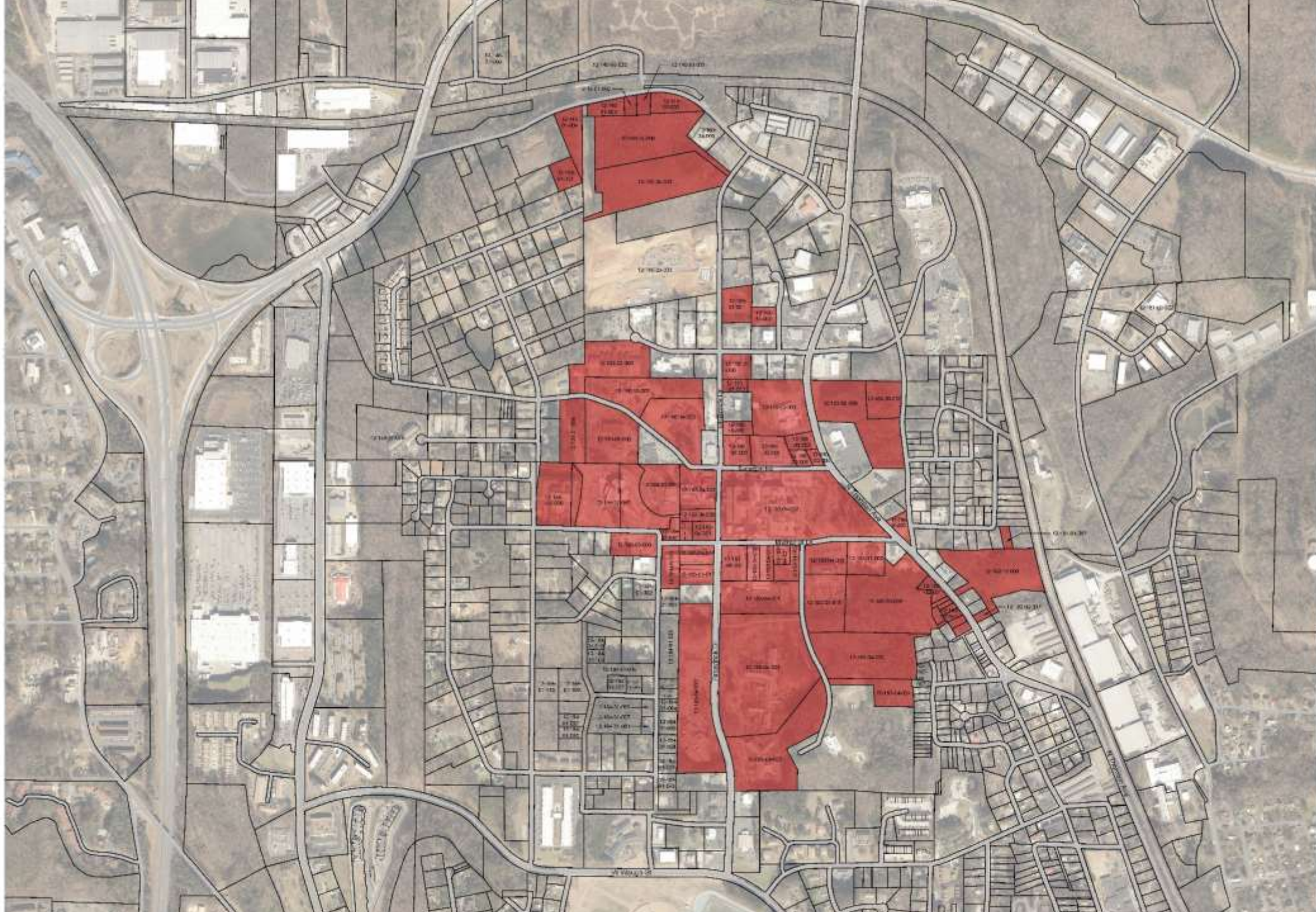


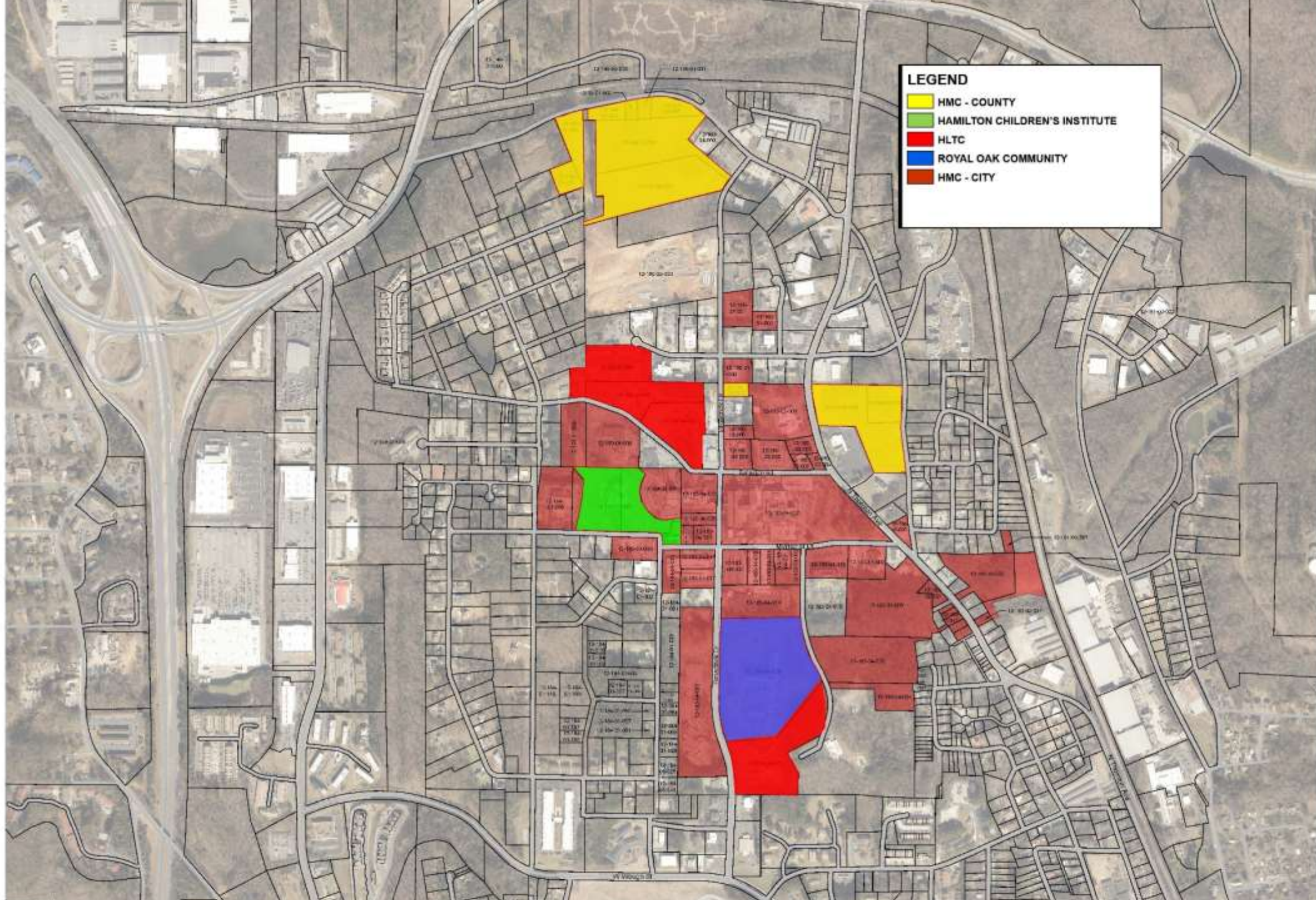
FUTURE DEVELOPMENT MAP

- Commercial Corridor
- Emerging Suburban and Exurban Areas
- Industrial
- Interchange
- Medical District
- Regional Activity Center
- Suburban Neighborhood
- Town Neighborhood Revitalization

FEET
1,000







LEGEND

- HMC - COUNTY
- HAMILTON CHILDREN'S INSTITUTE
- HLTC
- ROYAL OAK COMMUNITY
- HMC - CITY



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Kobayashi Healthcare International, Inc. to de-annex 12.32 acres located at 235 and 245 Kraft Drive, Dalton, GA from the City of Dalton, Parcel (13-025-11-000).**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-32

An Ordinance Of The City Of Dalton To De-Annex Property From The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

WHEREAS, Kobayashi Healthcare International, Inc. has made written application to the City of Dalton for de-annexation of incorporated lands within the existing corporate limits of the City of Dalton located at 235 and 245 Kraft Drive, Dalton, GA and identified as Parcel No. 13-025-11-000; and

WHEREAS, the written application for de-annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be de-annexed;

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Property will be de-annexed as Heavy Manufacturing (M-2) subject to the Unified Zoning Ordinance of the Cities of Dalton and Varnell and Whitfield County, Georgia;

WHEREAS, the City of Dalton is given authority pursuant to O.C.G.A. § 36-36-22 to de-annex an area or areas of the existing corporate limits thereof and as provided therein;

WHEREAS, the Dalton Varnell-Whitfield County Planning Commission considered the proposed De-annexation Application of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation for de-annexation to the Mayor and Council with zoning to remain M-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to de-annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Varnell-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Council find the requested de-annexation to be proper and the land is hereby de-annexed as requested subject to all the provisions and requirements of the M-2 zoning classification.

Section 3.

The lands hereinafter to be de-annexed from the corporate limits of the City of Dalton are described as follows:

All that tract or parcel of land lying and being in Land Lot No. 25 in the 13th District and 3rd Section of Whitfield County, Georgia, being Lot No. 1 of Whitfield Properties North Industrial Park, and being more particular described according to a plat of survey prepared for Jim Boring by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated September 16, 2005 and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the southeast corner of said Land Lot No. 25; thence north 80 degrees 57 minutes 42 seconds west a distance of 1,210.45 feet; thence north 87 degrees 30 minutes 35 seconds west, along the right of way line of Kraft Road (80' R/W), a distance of 620.0 feet to an iron pin, which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence north 87 degrees 30 minutes 35 seconds west, along the north right of way line of Kraft Road, a distance of 519.36 feet to an iron pin; thence north 03 degrees 53 minutes 44 seconds east a distance of 330.21 feet to an iron pin; thence north 86 degrees 57 minutes 35 seconds east a distance of 194.19 feet to an iron pin; thence north 01 degrees 40 minutes 50 seconds east a distance of 502.0 feet to an axle; thence north 36 degrees 11 minutes 57 seconds east a distance of 5.19 feet to an iron pin; thence south 89 degrees 27 minutes 14 seconds east a distance of 296.54 feet to an iron pin, thence south 02 degrees 23 minutes 35 seconds east a distance of 5.13 feet to an iron pin; thence south 00 degrees 47 minutes 56 seconds west a distance of 861.0 feet to an iron pin,

which is the TRUE POINT OF BEGINNING.

Section 4.

The City Clerk of the City of Dalton, Georgia is instructed to send a report of de-annexation that includes certified copies of this Ordinance, the name of the county in which the property being de-annexed is located and a letter from the City requesting that the de-annexed area be removed from Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, to the Georgia Department of Community Affairs, to the Legislative and Congressional Reapportionment Office of the General Assembly of Georgia; and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 5.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the de-annexation of the Property as approved herein.

Section 6.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 7.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 8.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on

the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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

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 Council Member _____, second by Council Member _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

MAYOR

Attest:

CITY CLERK

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 the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON



DE-ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME:	Kobayashi Healthcare International, Inc.
APPLICANT ADDRESS:	245 Kraft Drive
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	706.313.01488

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED:	235 and 245 Kraft Drive
(2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED:	Whitfield Properties N Industrial Park
(3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED:	Part of Lots 2 and 3
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED:	Manufacturing

- PRESENT ZONING CLASSIFICATION
- PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED
- TAX MAP NUMBER/PARCEL NUMBER
- HOUSING UNITS

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, 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 APPLICATION, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS.

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. CAUCASIAN LATINO

AFRICAN AMERICAN OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Daniel H. Jim
DANIEL JIM

SIGNATURE OF APPLICANT

2023/10/10
DATE

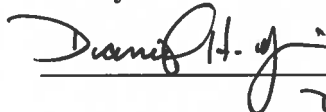
The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

100% interest owned by Kobayashi Healthcare International, Inc. for parcels 13-048-08-000 and 13-048-13-000

I hereby appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

Kobayashi Healthcare International, Inc.



Owner's Name) DANIEL YIM

Sworn to and subscribed
Before me, this 10th day
of October, 2023.


Notary Public



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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Kobayashi Healthcare International, Inc. to de-annex 12.32 acres located at 235 and 245 Kraft Drive, Dalton, GA from the City of Dalton, Parcel (13-025-11-000).

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the de-annexation be approved. There were no further questions for Calhoun.

Tom Minor stated that the petitioner desires to be de-annexed from the City of Dalton.

With no other comments heard for or against, this hearing closed at approximately 6:13 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested de-annexation. **Chris Shiflett then made a motion to recommend approval of the de-annexation. Octavio Perez then seconded the motion and a unanimous recommendation to approve the de-annexation from the City of Dalton followed, 4-0.**

**PSTAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Kobayashi Healthcare Inc. is petitioning the City of Dalton for the de-annexation of Parcel 13-025-11-000 totaling 12.32-acres zoned *Heavy Manufacturing (M-2)*.

The surrounding uses and zoning are as follows: Rural Residential to the north, Heavy Manufacturing to the east, south, and west. *The subject property is adjacent to the City of Dalton boundary along its eastern and southern boundaries, and adjacent to the unincorporated County to the north and east. The petitioner has requested to de-annex their property from the City of Dalton to unincorporated Whitfield County.*

CONSIDERING FACTORS FOR 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 property.

The proposed annexation would be suitable considering that the parcel is bounded by the unincorporated county along two of its property boundaries. No concerns regarding the creation of an unincorporated county island would result if the requested annexation is approved.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economic values of adjacent and nearby property as the underlying zoning and land use will not change if the subject property is annexed.

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

The annexation will not change the character of the subject property, nor will it influence the character of the area.

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. The petitioner is applying to de-annex the subject property from the City of Dalton into unincorporated Whitfield County, so it is their choice to leave the jurisdiction of the City of Dalton.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause 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 on services are expected. Sewer, water, police, and fire services are already available at the site via automatic aide agreements.

(F) Whether the property sought to be rezoned (or 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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Industrial* character area, which is a shared character area for both Whitfield County and the City of Dalton. The purpose of this character area is to accommodate medical and healthcare related services. Altering the jurisdictional boundary of this area would have no impact in regard to the character of the area.

(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 zoning) as interpreted by current Georgia law.

While there are some adjacent parcels that will remain in the unincorporated county, no county islands will result from this annexation if it is approved.

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

N/A

Conclusion: Staff recommend approval for the annexation of parcel 13-025-11-000.

Reasons for approval:

- 1) The subject property is adjacent to the unincorporated county boundary to the north and east property boundaries.
- 2) De-annexation will not create an unincorporated County island .

- 3) There is no proposed change in current use, including zoning for the parcel due to the Unified Zoning Ordinance shared by the City and County.

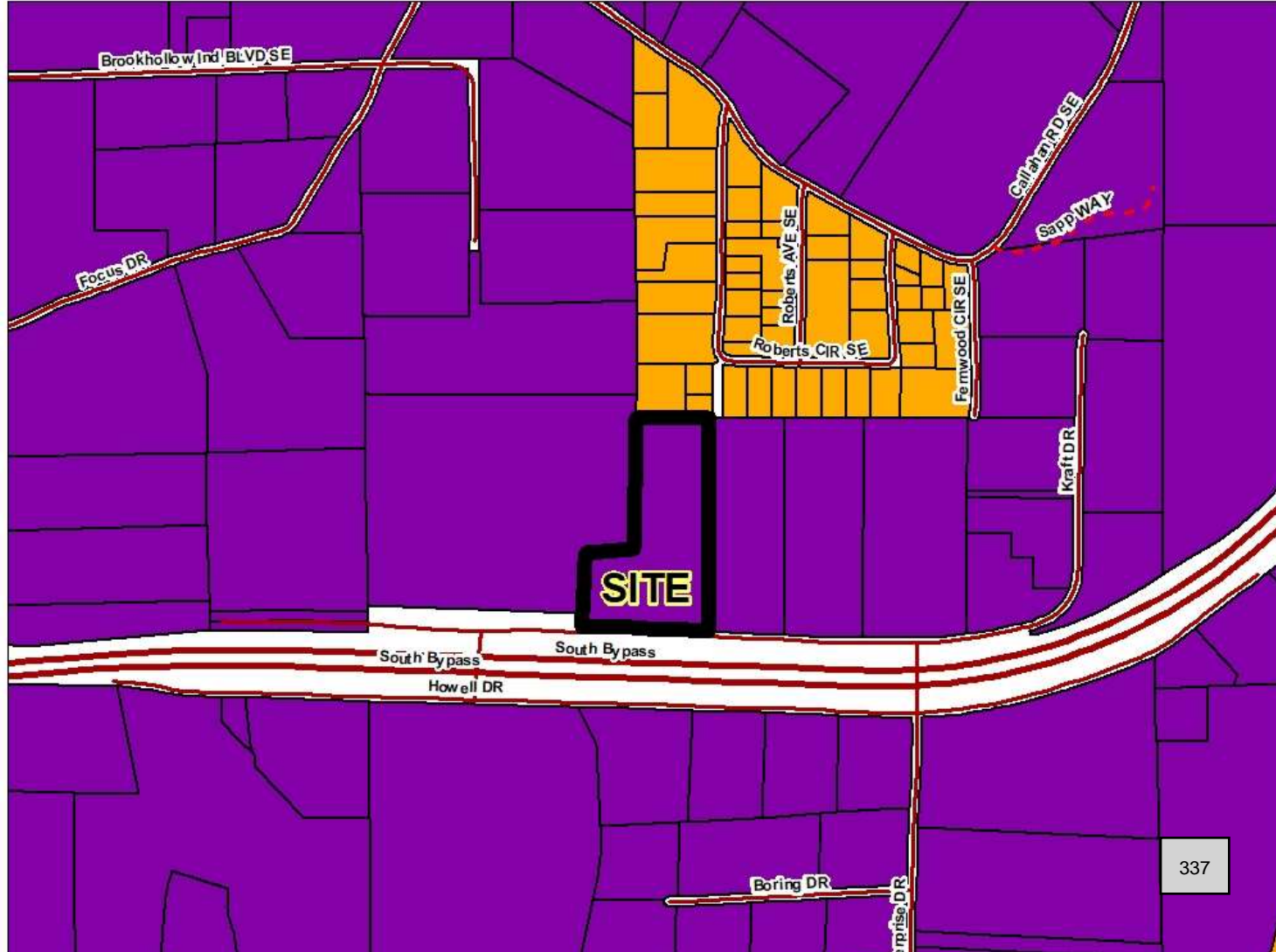
Kobayshi Healthcare International De-Annexation Request Unincorporated Whitfield County Zoning to remain M-2, Heavy Manufacturing



ZONING DISTRICT

-  Rural Residential (R-5)
-  Heavy Manufacturing (M-2)

FEET
500



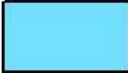
Kobayshi Healthcare International De-Annexation Request

Unincorporated Whitfield County

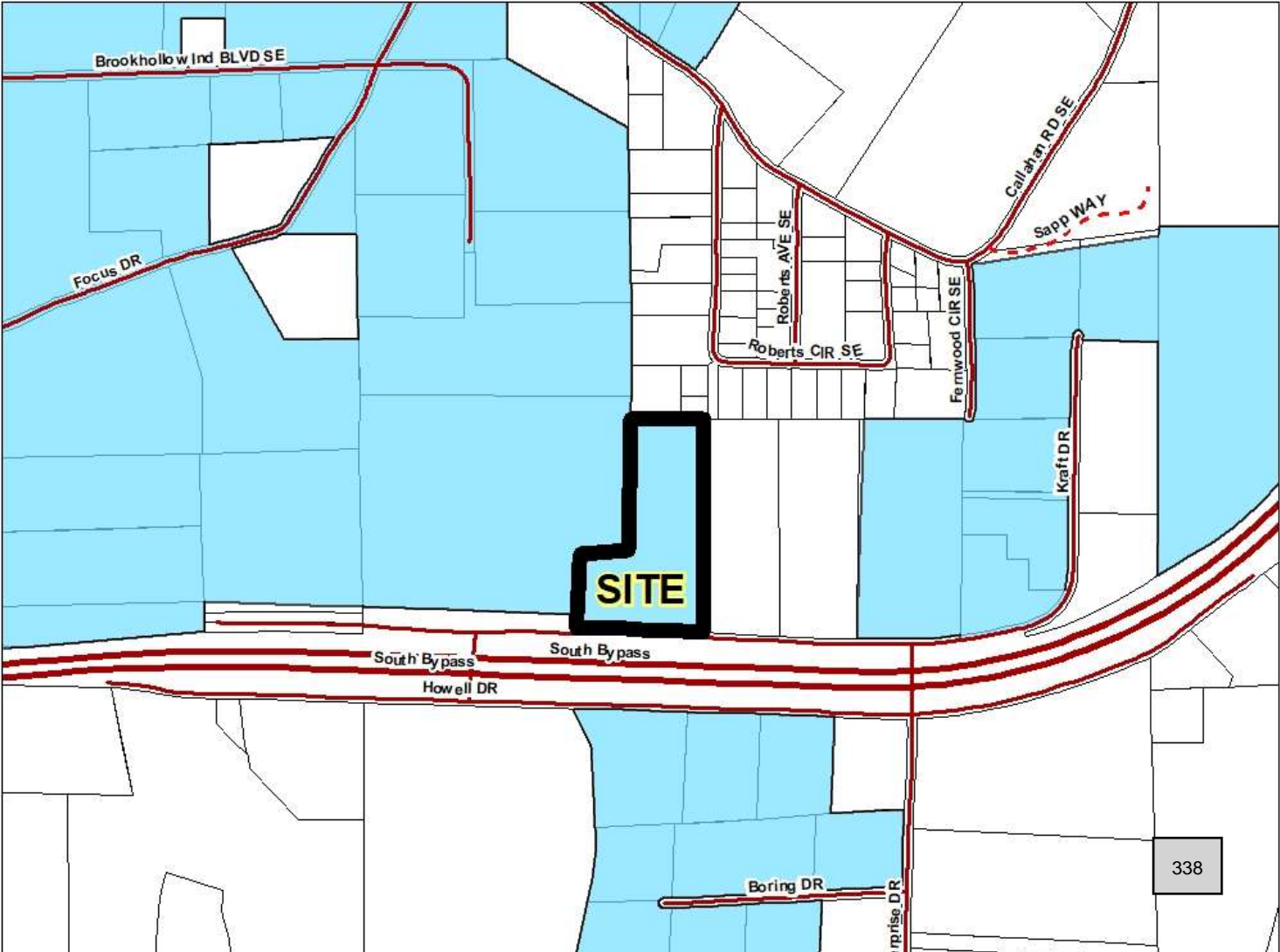
Zoning to remain M-2, Heavy Manufacturing



DALTON CITY LIMITS

 Town_Boundaries

FEET
500



Kobayshi Healthcare International De-Annexation Request Unincorporated Whitfield County Zoning to remain M-2, Heavy Manufacturing



FEET
500



DE-ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME:	Kobayashi Healthcare International, Inc.
APPLICANT ADDRESS:	245 Kraft Drive
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	706.313.1488

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED:	235 Kraft Drive
(2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED:	Whitfield Properties N Industrial Park
(3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED:	Lot 1
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED:	Manufacturing

- PRESENT ZONING CLASSIFICATION M-2

- PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED 7.6

- TAX MAP NUMBER/PARCEL NUMBER 13-025-11-000

- HOUSING UNITS N/A

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS

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(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS.

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

<input type="checkbox"/>	CAUCASIAN	<input type="checkbox"/>	LATINO
<input type="checkbox"/>	AFRICAN AMERICAN	<input type="checkbox"/>	OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Kobayashi Healthcare International, Inc. *David H. G.*
SIGNATURE OF APPLICANT

2023/10/31
DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, 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:

100% Interest owned by Kobayashi Healthcare International, Inc. for parcel 13-025-11-000

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

I hereby appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

Kobayashi Healthcare International, Inc.

[Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 31st day
of October, 2023

[Signature]
Notary Public



(Seal)

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 13-025-11-000
 Realkey 36681
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name JOHNSON PROPERTIES OF DALTON LLC
 Owner Address 5483 KEY POINTE
 Owner Address 2
 Owner Address 3
 Owner City GAINESVILLE
 Owner State GA
 Owner Zip 30504
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name KRAFT
 Parcel Street Units
 Parcel Street Type DR

Current Fair Market Value Information

Previous 304000
 Current 304000
 Land 304000
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

2021 304000
 2020 304000
 2019 304000

Property Information

Class Industrial
 Strata Small Tract
 Tax District City of Dalton
 Neighborhood
 Legal Description TR 1 INDUSTRIAL PARK NORTH
 Total Acres 7.6
 Zoning [See GIS Map](#)
 GMD/Map Number 86
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	JOHNSON PROPERTIES OF DALTON LLC	Legal Description	TR 1 INDUSTRIAL PARK NORTH
Year	2023	Safe Date	
Parcel Number	13-025-11-000	Taxes Due	3889.99
Bill	219788	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7078713	Taxes Paid Date	
Millage Rate	0	Current Due	3889.99
Fair Market Value	304000	Back Taxes	0
Assessed Value	121600	Total Due	3889.99
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

This parcel does not have any accessories to display

Sales Information

Grantee	JOHNSON PROPERTIES OF DALTON LLC	Class	Industrial
		Strata	Small Tract

Parcel Details

Grantor	CARSON LESTER M	Reason	FAIR MARKET VACANT SALE
Sale Price	350000	State	Y
Sale Date	6/23/2016	PT-61	PT-61 155-2016-000000
Deed Book/Page	6355 2	Comments	
Deed Link	Click Here		
Grantor	CARSON LESTER M	Class	Industrial
Grantor	RIDDLE HAZEL V	Strata	Small Tract
Sale Price	0	Reason	WILLS/ESTATES/TRUSTEES DEEDS/TRUSTS
Sale Date	5/6/2015	State	N
Deed Book/Page	6172 211	PT-61	PT-61 155-2015-000000
Deed Link	Click Here	Comments	
Grantor	RIDDLE HAZEL V	Class	Industrial
Grantor	WHITFIELD PROPERTIES INC ETAL	Strata	Small Tract
Sale Price	380500	Reason	FAIR MARKET VACANT SALE
Sale Date	8/3/2006	State	N
Deed Book/Page	4817 68	PT-61	PT-61 155-2006-000000
Deed Link	Click Here	Comments	WARRANTY DEED

De-Annexation Request
Kobayashi American
Manufacturing

Parcel Information

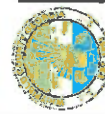
TPN #: 13-025-11-000
Zoning: M-2, Heavy Manufacturing
Total Parcel Area: 7.60 Acres

Legend

-  De-Annexation Request
-  Parcel Boundaries
-  Dalton City Limits

Source: Whitfield County GIS
Date: 10/19/2023

This map is made available for reference only and should not be substituted for a survey product. Whitfield County Board of Commissioners will not accept liability of any kind in conjunction with its use.



Community Development

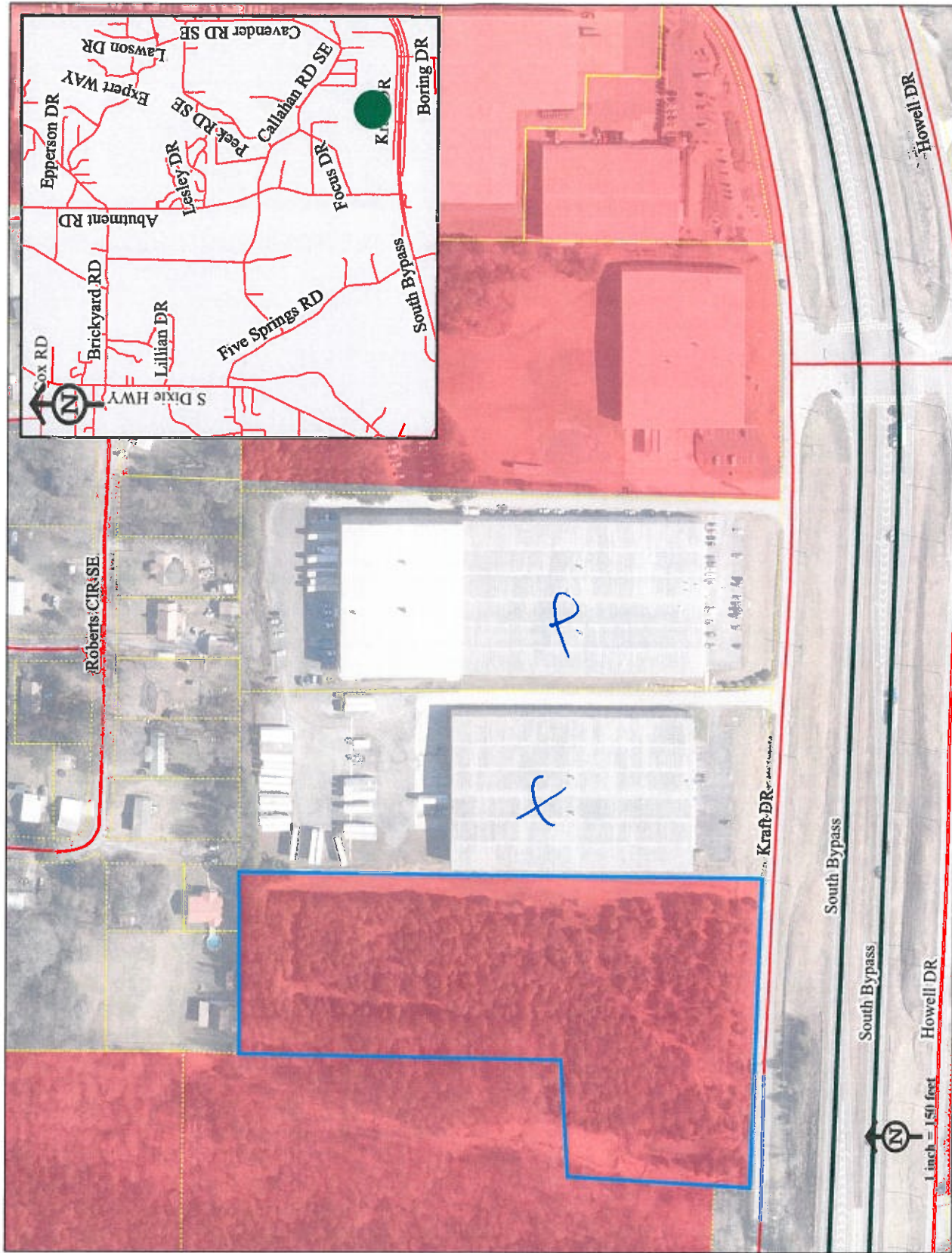


EXHIBIT "B"

4-1-18

Heavy manufacturing (M-2.) This district is established to provide suitable areas for general industrial, carpet manufacturing, distribution, or warehousing activities and/or other intensive activities of industrial nature which may generate external traffic and may include moderate amounts of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: DAVID PENNINGTON III, MAYOR
ATTN: BERNADETTE CHATTAM, CITY CLERK

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

RE: DE-ANNEXATION REQUEST
KOBAYASHI HEALTHCARE INTERNATIONAL, INC.
245 KRAFT DRIVE
7.6 ACRES
PARCEL NUMBER: (13-025-11-000)

DATE: NOVEMBER 1, 2023

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

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Anthony Walker
Truman Whitfield
Alex Brown

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

Date: November 2, 2023

To: Chief Cliff Cason

From: Assistant Chief Chris Crossen

RE: De-Annexation Request Kobayashi Healthcare International, Inc., Kraft Dr

Chief Cason:

I have reviewed the de-annexation request for parcel 13-025-11-000 totaling 7.6 acres on Kraft Dr. and have visited the site. The de-annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Crossen", written over a light blue circular stamp.

Chris Crossen
Assistant Chief of Police

MATT DANIEL
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mdaniel@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Anthony Walker
Alex Brown

November 11, 2023

David Pennington, III
Mayor, City of Dalton

Re: De-Annexation proposal for parcel # **13-025-11-000**

Greetings,

A review of the proposed listed de-annexation request has been completed and the determination has been made there would be no negative impact to fire protection in the area as a result of de-annexation.

Dalton Fire Department would not oppose de-annexation of the listed property.

Thank you,



Matt Daniel
Fire Chief
Dalton Fire Department



November 8, 2023

Mr. David Pennington, III
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: De-Annexation Request for Kraft Street property owned by Kobayashi Healthcare International, Inc. (7.6 acres – Parcel # 13-025-11-000)

Dear Mayor Pennington:

As requested in your October 31, 2023 memorandum, Dalton Utilities has reviewed the de-annexation request of Kobayashi for 7.60 acres +/- located along Kraft Drive. This property is further described as parcel number 13-025-11-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide electrical, fiber optics, water, sewer and natural gas service to this location. The de-annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.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: 12/4/2023

Agenda Item: **The request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to High Density Residential (R-7) a tract of land totaling 1.12 acres total located on Waring Road, Dalton, Georgia. Parcel (12-143-11-003)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-33

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To High Density Residential (R-7) Being A Tract of Land Totaling 1.12 Acres Located at Waring Road, Dalton, Georgia (Parcel No. 12-143-11-003); To Provide An Effective Date; And For Other Purposes

WHEREAS, Juan Figueroa, (Owner) has filed an application with the City to rezone property located at Waring Road (Parcel No. 12-143-11-003);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to High Density Residential (R-7);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-7 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-7;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Waring Road identified as Parcel No. 12-143-11-003 is hereby rezoned from Heavy Manufacturing (M-2) to High Density Residential (R-7) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-143-11-003

FOR OFFICE USE ONLY: DATE RECEIVED: 8/24/2023

ACTION BY THE GOVERNING AUTHORITY: APPROVED: DISAPPROVED:

APPLICATION FOR AMENDMENT OF THE UNIFIED ZONING ORDINANCE/MAP

Dalton: [check] Varnell: Whitfield Co

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: JUAN FIGUEROA Telephone: 706-218-6959

Mailing Address: 348 LEVI CIRCLE CHATSWORTH, GA 30705

Email: jfigueroa2200@gmail.com

Address of Property to be Rezoned: R-7

Amendment to: Zoning Map * Text Section

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 1.12 acres; 48787 square feet

Existing Zone Classification: COMMERCIAL LOT M-2

Proposed Zone Classification: R-7

Present Use of Property: QUADPLEX - 2 BEDROOM ONE BATH

Proposed Use of Property: QUADPLEX - 2 BEDROOM ONE BATH

If multi-family, total number of units: 4 Average size of unit (optional): 1050 square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Signed: [Signature] Date: 08/23/2023

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

OWNER OF THE PROPERTY

JUAN FIGUEROA 100%

I appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.



Owner

Sworn to and subscribed
before me, this ____ day
of _____, _____

Notary Public

(SEAL)

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 08/23/2023

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

(yes or no) NO

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

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

(yes or no) NO

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

1

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

2

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

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

(yes or no) NO

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 23RD day of AUGUST, 2023.



Applicant's Signature

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

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

Date of Rezoning Application: 08/23/2023

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 23RD day of AUGUST, 2023.

*



Applicant's Signature

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

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

Deed Doc: WD
Recorded 08/30/2022 12:27PM
Georgia Transfer Tax Paid : \$200.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06955 Pg 0037-0038

ku100 2764

This space above this line is for recording purposes.

After recording, please return to:

J. Tracy Ward
The Ward Firm, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2022070508

STATE OF GEORGIA,

WHITFIELD COUNTY.

WARRANTY DEED

THIS INDENTURE, made the 26th day of August, 2022, between **GARY SWINNEY** (hereinafter, whether singly or more than one, the "Grantor"), and **JUAN FIGUEROA** (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot Nos. 124 and 143 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:

BEGINNING at the intersection of the easterly side of Waring Road with the line dividing said Land Lot Nos. 124 and 143; thence north 20 degrees 44 minutes west along the easterly side of Waring Road 82 feet; thence north 84 degrees 21 minutes 13 seconds east 238.43 feet; thence south 17 degrees 45 minutes east 210 feet; thence south 85 degrees 0 minutes west 227.82 feet to the easterly side of Waring Road;

thence north 20 degrees 44 minutes west along the easterly side of Waring Road 128 feet to the point of beginning.

Said property being a part of Tract Nos. 10 and 11 as shown on plat of the James F. Smith Estate, of record in Plat Book 1, page 162, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

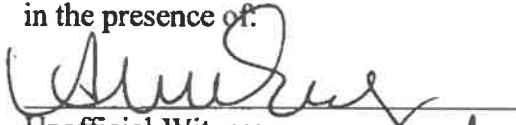
TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor, against all acts and deeds of the Grantor, and of every person lawfully claiming thereunder.

SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

 (SEAL)
Gary Swinney

Notary Public

My Commission Expires: 6/7/2023



[Notary Seal]

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to High Density Residential (R-7) a tract of land totaling 1.12 acres total located on Waring Road, Dalton, Georgia. Parcel (12-143-11-003)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Juan Figueroa.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the R-7 rezoning be approved. There were no further questions for Calhoun.

Juan Figueroa was present and made no additional comments.

With no other comments heard for or against, this hearing closed at approximately 6:43 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-7 rezoning. **Octavio Perez then made a motion to recommend approval of the R-7 rezoning. David Pennington then seconded the motion and a unanimous recommendation to approve the R-7 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Juan Figueroa is seeking to rezone from Heavy Manufacturing (M-2) to High-Density Residential (R-7) a tract of land (parcel 12-143-11-003) containing a total of 1.12-acres located along Waring Road. **The subject property currently contains a single-family detached dwelling:** The petitioner's proposal is to bring the subject property into conformity to use as it has been historically.

The surrounding uses and zoning are M-2 to the north, west, and south, with R-7 to the east. The subject property borders the R-7 zone district along a portion of its eastern boundary.

The subject property is within the jurisdiction of the Mayor and Council of the City of Dalton.

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.

This area is a point of convergence between the R-7 and M-2 zone districts. Commercial and industrial uses are found along Waring Road and Cleveland Highway throughout this area. The adjacent North Oaks Neighborhood consists of hundreds of town houses and condominiums, and there are several duplex dwellings south of the subject property along Waring Road. The proposed R-7 rezoning would allow for a reasonable use of the subject property that better reflects this area than the subject property's current M-2 zoning.

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

The proposed rezoning would simply allow for the subject property to become conforming. There is no anticipation for adverse economic impact to the residential or manufacturing properties in this area if the subject property is rezoned R-7.

(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 has been developed as a quadplex for a number of years, which means that the subject property is in non-conforming status. Non-conformity can affect owner's ability to obtain a mortgage/loan, obtain building permits for significant renovation, or even to reoccupy a unit that has been vacant for a period of more than 12-months.

(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.

N/A

(E) Whether the proposed (R-7) 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.

The R-7 rezoning of the subject property would reduce the potential land use intensity of the subject property. The limited size of the subject property and similar characteristics to other properties in this area also do not create cause for concern regarding public utilities or infrastructure at this location.

(F) Whether the property sought to be rezoned (or 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 comprehensive plan's future development map shows this property to be within the Suburban Neighborhood character area. The Suburban Neighborhood character area is intended to represent areas of the county where conventional post WWII neighborhoods have been developed. The intent of this character area is to protect the integrity of those already established neighborhoods by ensuring that new development is reflective of the development pattern of the existing neighborhood. The Suburban Neighborhood character area recommends that single-family residential be the primary land use. Based on the large adjacent R-7 zone district and existing character of the subject property, the proposed R-7 rezoning and quadplex would be in character with the built environment and zoning of this area.

(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.

The proposed rezoning would simply shrink the M-2 zone district in this area and enlarge the established R-7 zone district.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 zone district does not pose a zoning or land use conflict based on a large consistent R-7 zone district.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing R-7 zone district and the built environment of this area.
3. The requested R-7 zone district is good fit for this location based on the Comprehensive Plan's future development map and narrative based on the established zoning and development character of this area.

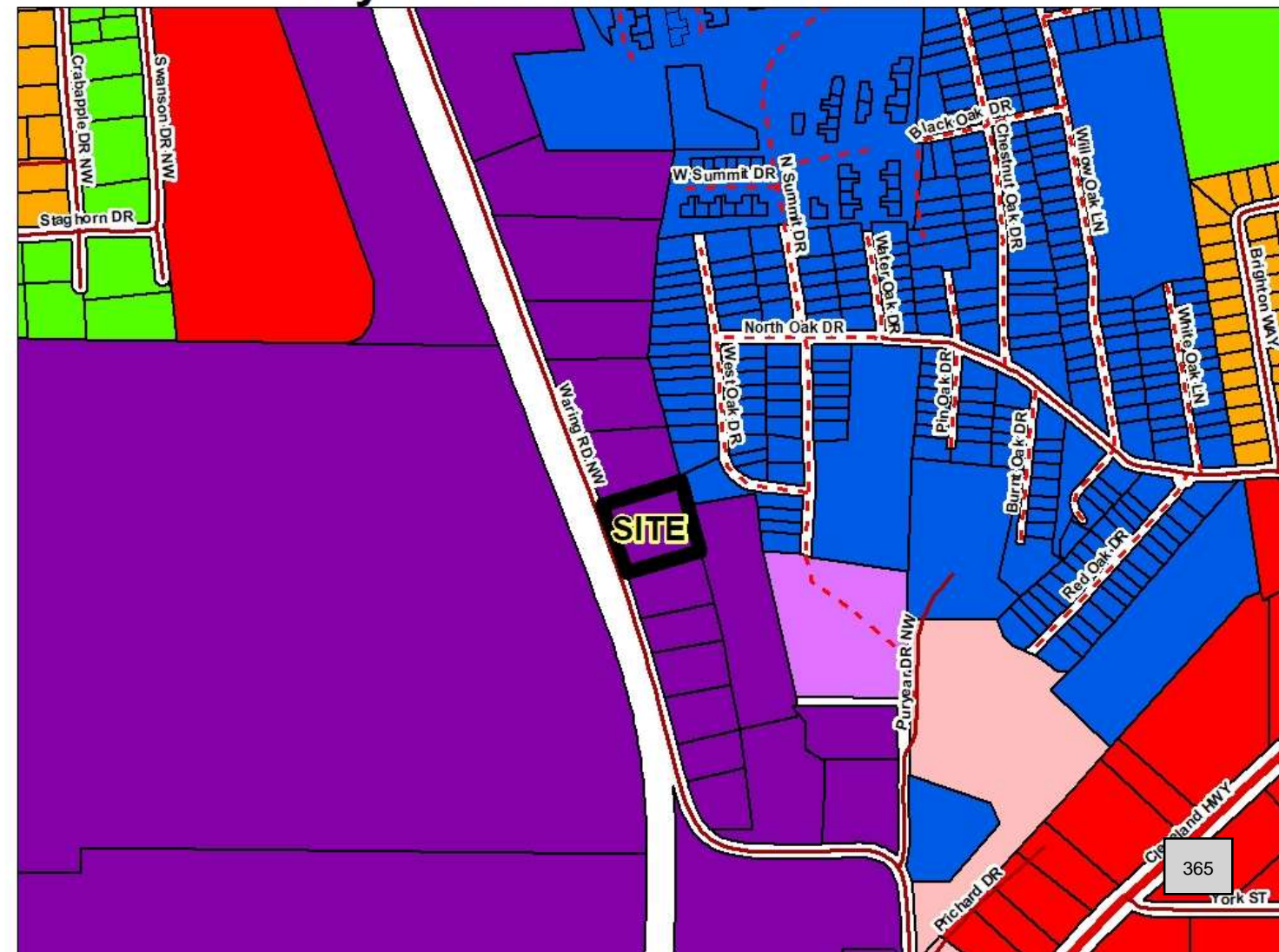
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



ZONING DISTRICT

- Low Density Single Family Residential (R-2)
- Rural Residential (R-5)
- High Density Residential (R-7)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

FEET
300



Figueroa Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



DALTON CITY LIMITS
Town_Boundaries

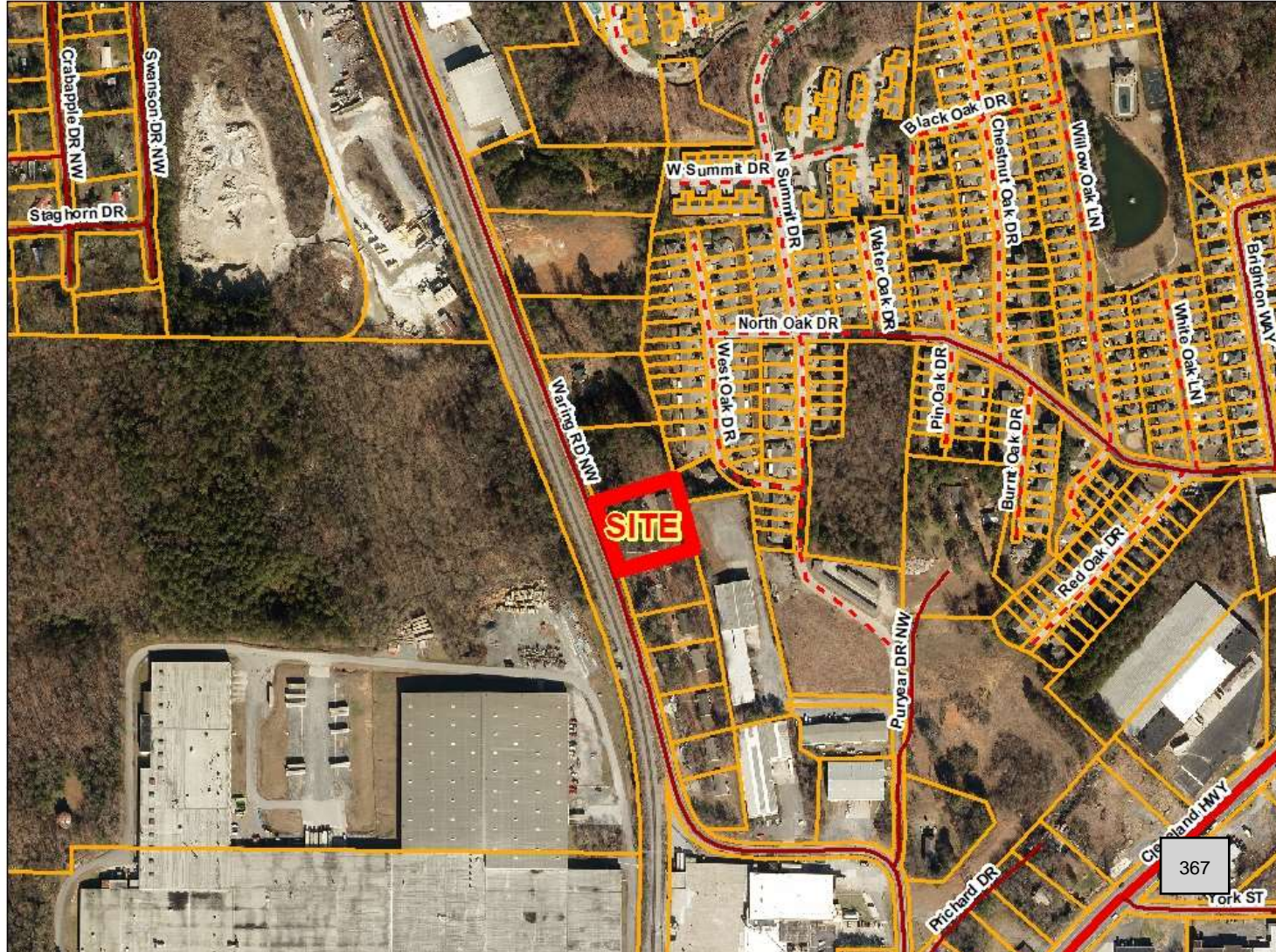
FEET
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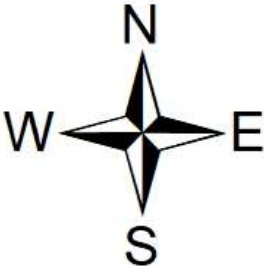
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



FEET
300

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**Figueroa Rezoning Request
M-2, Heavy Manufacturing
to
R-7, High Density Residential
City of Dalton Jurisdiction**



**FEET
200**



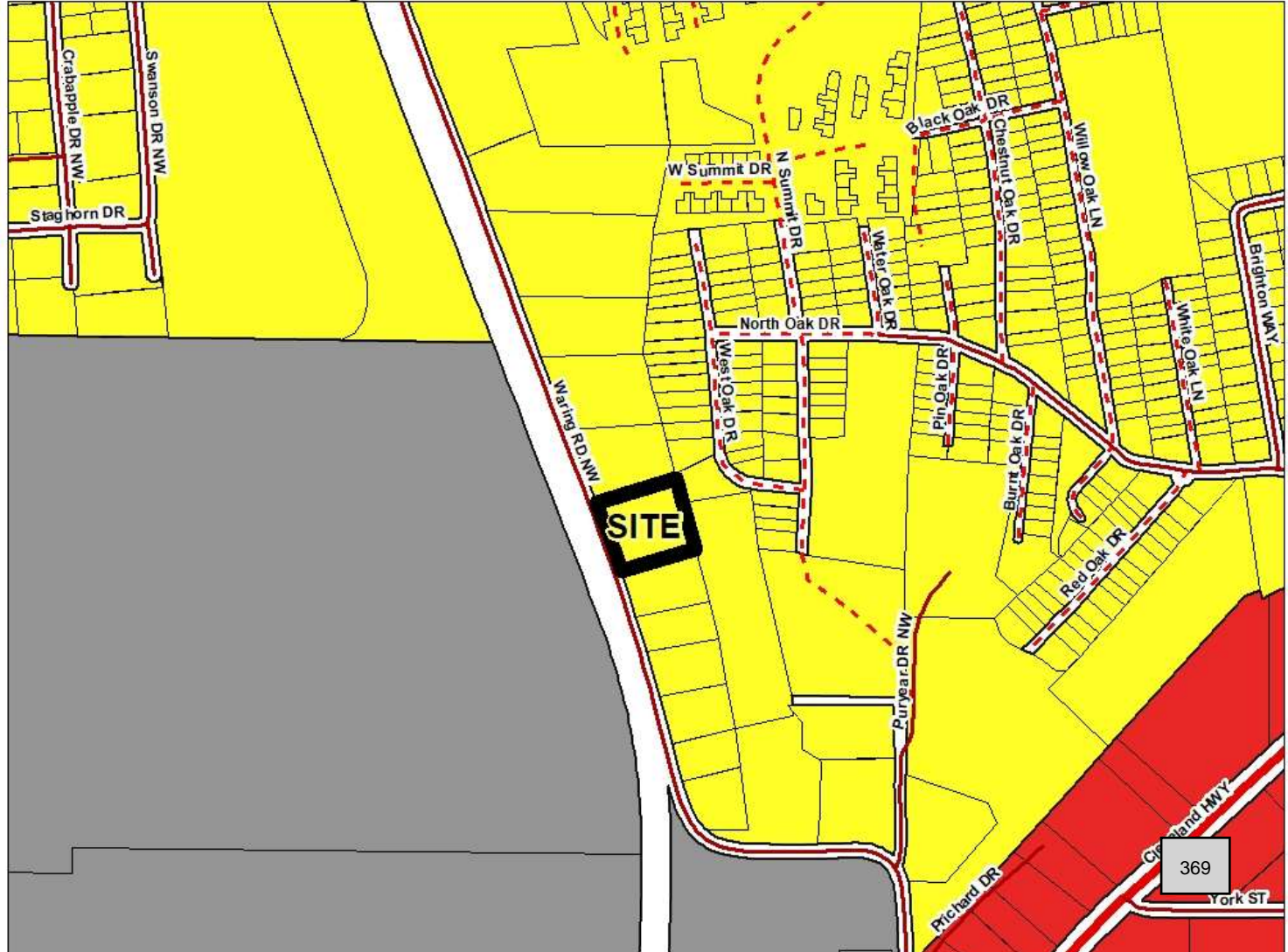
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Suburban Neighborhood

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Bryan Spence to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.19 acres located at Straight and Frederick Streets, Dalton, Georgia. Parcel (12-218-02-020)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-34

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Single Family Residential (R-3) To Rural Residential (R-5) Being A Tract of Land Totaling 0.19 Acres Located at Straight and Fredrick Streets, Dalton, Georgia (Parcel No. 12-218-02-020); To Provide An Effective Date; And For Other Purposes

WHEREAS, Bryan Spence, (Owner) has filed an application with the City to rezone property located at Straight and Fredricks Streets (Parcel No. 12-218-02-020);

WHEREAS, the Property is currently zoned Medium Density Single Family Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-5 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Straight and Fredrick Streets identified as Parcel No. 12-218-02-020 is hereby rezoned from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-218-02-020

FOR OFFICE USE ONLY:
DATE RECEIVED: 10/10/2023

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

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: _____
Varnell: _____
Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Bryan Spence Telephone: 706 847-6995

Mailing Address: 449 Burgess Rd

Email: bspence10@yahoo.com

Address of Property to be Rezoned: straight st & Fredrick

Amendment to: Zoning Map _____ Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: .19 acres; 19,000 sq ft square feet

Existing Zone Classification: R-3

Proposed Zone Classification: R-5

Present Use of Property: Office Trailer

Proposed Use of Property: Duplex & House

If multi-family, total number of units: 1 unit
Average size of unit (optional): 1584 square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Signed: Bryan Spence

Date: 10-7-23

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

100 N Fredrick st, Dalton GA 30721
12-218-02-020 100% ownership
100% CAMERON SMITH Lanford

I appoint Bryan Spivey my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Cameron Smith Lanford
Owner

Sworn to and subscribed before me, this 10 day of October, 2023

[Signature]
Notary Public



(SEAL)

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 16-7-23

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

(yes or no) NO

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

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

(yes or no) NO

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

1

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

2

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

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

(yes or no) no

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 7 day of October, 2023.



Applicant's Signature

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

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

Date of Rezoning Application: 10-7-23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 7 day of October, 2023.



Applicant's Signature

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

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

Deed Doc: QCD
Recorded 11/09/2018 03:12PM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06680 Pg 0768-0773

PL1003072

✓ After recording, return to:
J. Tracy Ward
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, GA 30722-0398

NO TITLE EXAMINATION PERFORMED BY:
SPONCLER & THARPE, LLC

STATE OF GEORGIA

COUNTY OF WHITFIELD.

QUITCLAIM DEED

THIS INDENTURE, made as of the 7 day of November, 2018 between **KIMBERLY RENA LANKFORD DUNN and LORI CATHLEEN RICH**, of the first part, and **CAMERON SMITH LANKFORD** of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of love and affection and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby remise, convey and forever QUITCLAIM unto the said party of the second part, his heirs and assigns, the following property, to-wit:

TRACT 1:

A certain tract or parcel of land, located in the City of Dalton, Whitfield County, Georgia, being 65 feet front on Nelson Street and running back a like width 135 feet, and being more particularly described as follows:

Being in the southwest corner of the intersection of Nelson Street and Emma Street, BEGINNING at a point on the south side of Nelson Street where Emma Street joins Nelson Street and being on the west side of Emma Street; thence running south along Emma Street a distance of 135 feet; thence running west 65

feet to a point; thence running north a distance of 65 feet to a point on south side of Nelson Street; thence running east along south side of Nelson Street to the point of beginning.

There being located on said tract a five room dwelling and bath, and also a four room dwelling with bath.

Tax Parcel No. 12-217-06-011

TRACT 2:

All that tract or parcel of land lying and being in Land Lot No. 238 in the 12th District and 3rd Section of Whitfield County, Georgia, and being the west end of City Lot No. 61, on McCamy Street, in the City of Dalton, fronting 50 feet, more or less, on the east side of Spring Street and running back east to a ditch.

Being the same property conveyed to Erwin Lankford and Cameron Lankford by Johnny Hart and Annie Sue Parks Taylor a/k/a Annie Simmons Taylor, by deed dated April 30th, 1991, and recorded May 1, 1991, in Deed Book 2210, Page 313, in the office of the Clerk of the Superior Court of Whitfield County, Georgia.

Tax Parcel No. 12-238-05-006

TRACT 3

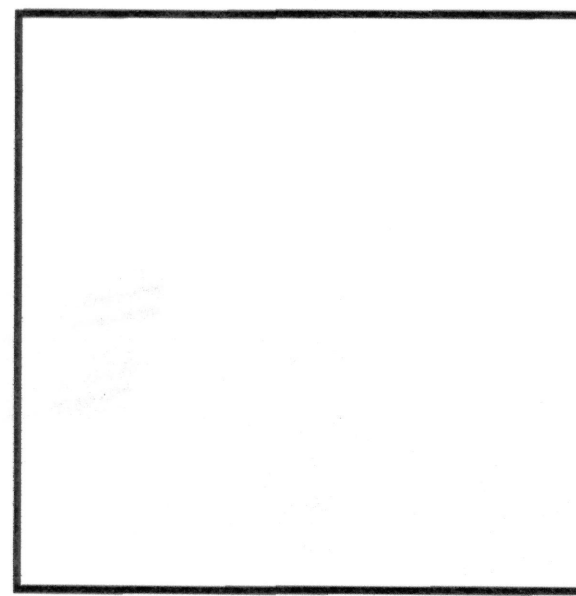
All that tract or parcel of land lying and being in Land Lot No. 218 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 53 through 60, inclusive, of the Bogle Subdivision, as shown by plat of record in Plat Book 1, Page 200 (Plat Cabinet A, Slide 49), in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and described as follows:

BEGINNING at an "x" on concrete marking the northeast corner of the intersection of Frederick Street and Straight Street; thence north along the east side of Frederick Street 100 feet to an iron pin; thence north 89 degrees 57 minutes east 195 feet to an iron pin; thence south 100 feet to an iron pin on the northerly side of Straight Street; thence south 89 degrees 50 minutes west along the northerly side of Straight Street 195 feet to the point of beginning.

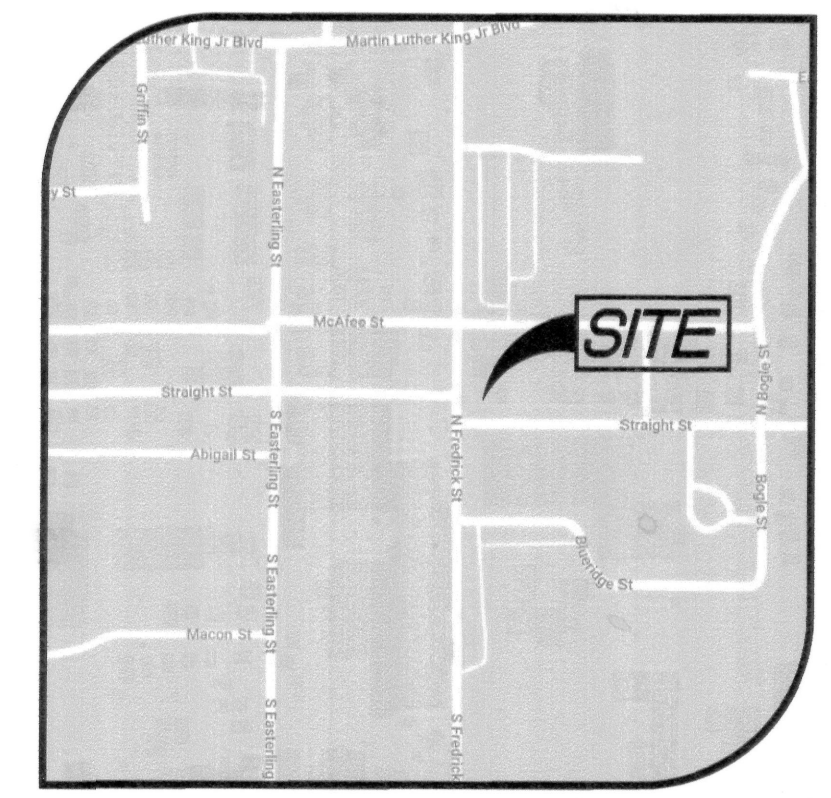
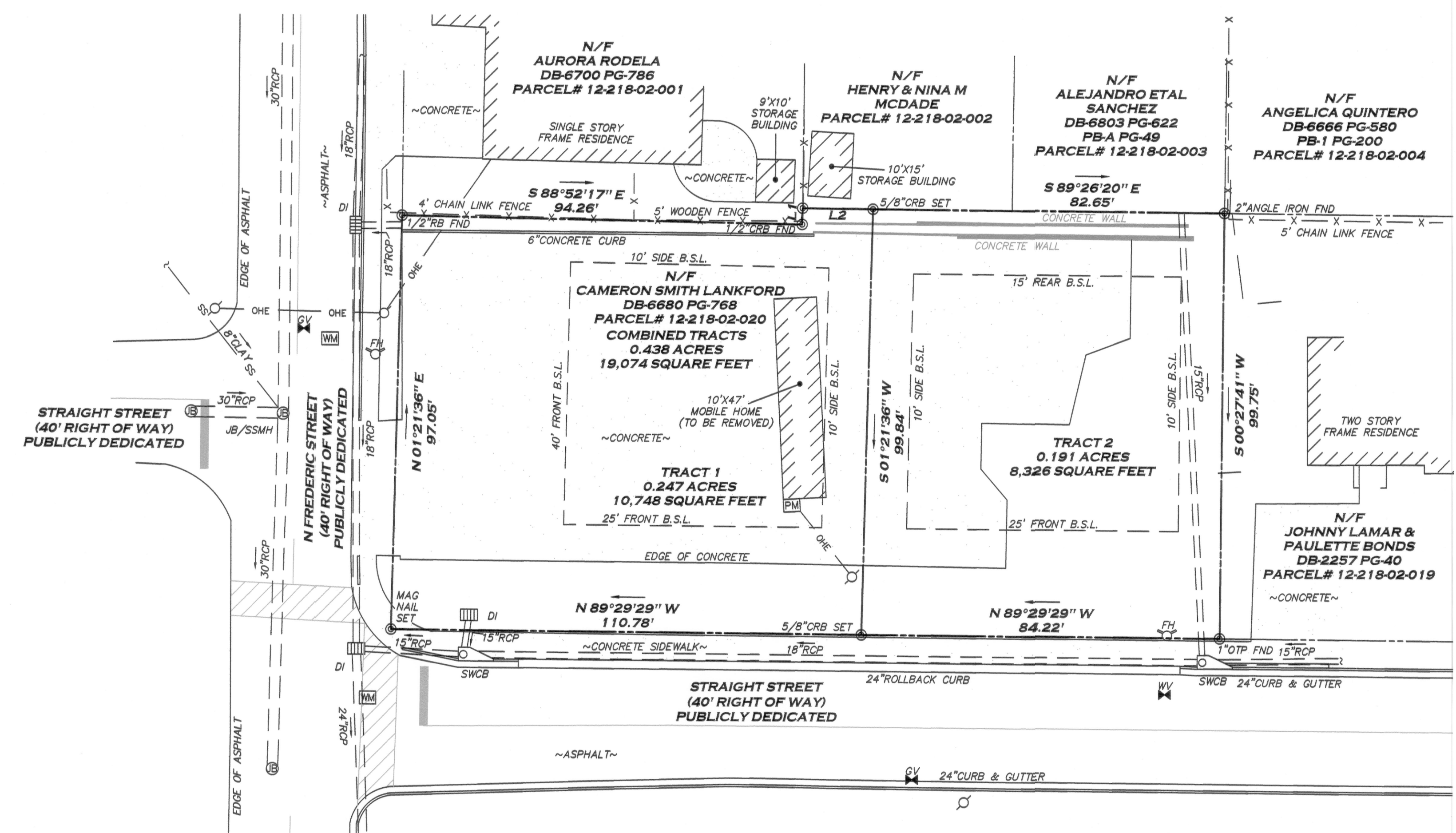
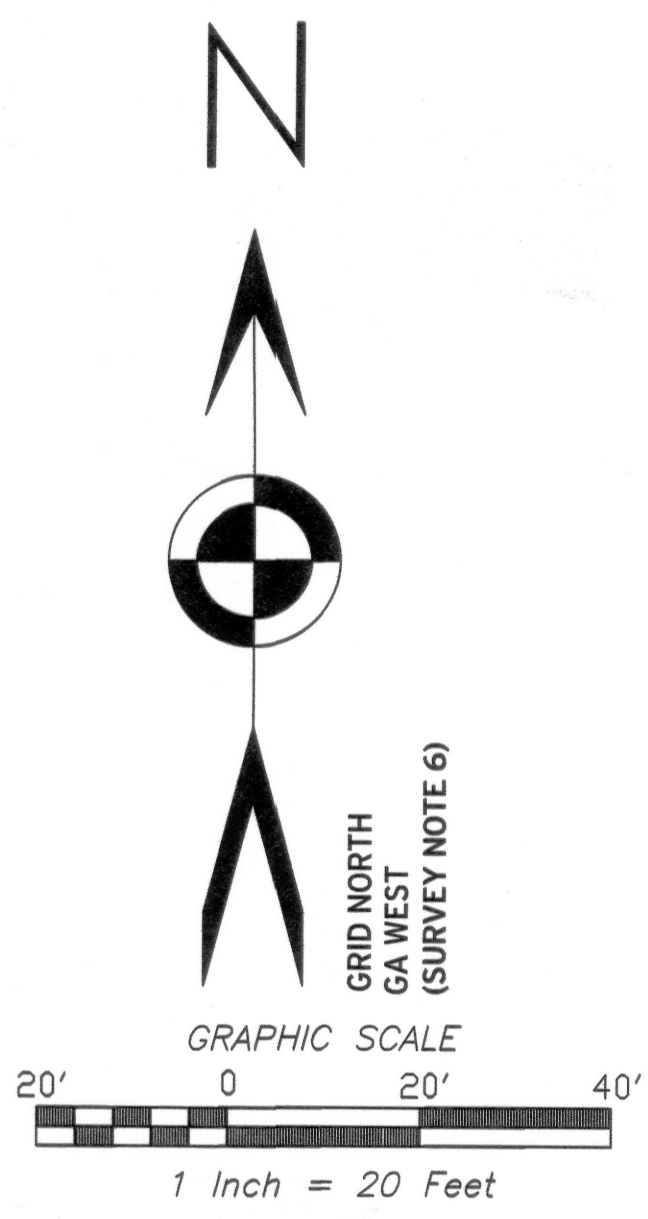
Tax Parcel No. 12-218-02-020

TRACT 4

A tract or parcel of land lying and being in Land Lot No. 217 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:



RESERVED FOR OFFICIAL USE ONLY



VICINITY MAP

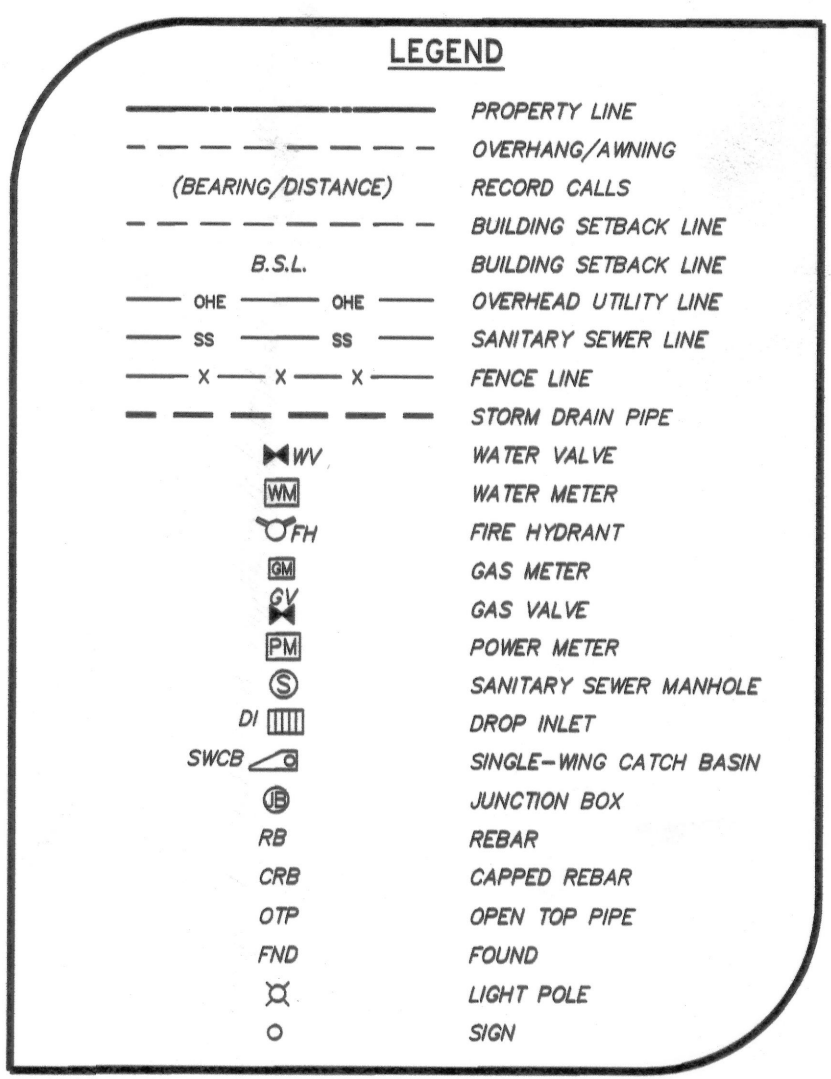
- 1) PROPERTY SHOWN HEREON WAS SURVEYED SEPTEMBER 28, 2023.
2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 37,918' WITH AN ANGULAR ERROR OF 3.46 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
3) A SOKKIA IX SERIES ROBOTIC TOTAL STATION, CARLSON BRX7 GPS RECEIVER AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 335,678'.
5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13313001380, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 19, 2007 FOR COMMUNITY NUMBER 130194, IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRX7 GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .06 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
7) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED FROM BRENDA S. REDWINE TO RW SALES, LLC RECORDED IN DEED BOOK 6446, PAGE 65, WHITFIELD COUNTY RECORDS.
8) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. PROFESSIONAL LAND SURVEYORS MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
9) NO TITLE REPORT WAS PROVIDED TO THE SURVEYOR, NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY THE SURVEYOR. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
10) THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6), AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
11) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.
12) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PROPERTIES AND RIGHTS OF WAY. NO GAPS, GORES, OR OVERLAPS ARE KNOWN TO EXIST.

PROFESSIONAL LAND SURVEYORS, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
770-334-8886
WWW.PLS.US
INFO@PLS.US
GEORGIA C.O.A.: LSF001380

PREPARED FOR:
BRYAN SPENCE

FINAL PLAT (MINOR SUBDIVISION) OF:
100 N FREDRICK ST.
DALTON, GA 30721
(CITY OF DALTON)
STATE: GEORGIA
COUNTY: WHITFIELD
LAND LOT: 218
DISTRICT: 12
SECTION: 3

AREA TABLE
Table with 3 columns: TRACT NO., ACRES, SQUARE FEET.
TRACT 1: 0.247 ACRES, 10748 SQUARE FEET
TRACT 2: 0.191 ACRES, 8326 SQUARE FEET



CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS, AND PUBLIC GROUNDS THEREON SHOWN, EXCEPT AS OTHERWISE NOTED. IT IS UNDERSTOOD THAT THIS CERTIFICATE DOES NOT CONSTITUTE THE DEDICATION OF LAND AND IMPROVEMENTS INTENDED TO BE DEDICATED AND THAT (WE) SHALL HAVE PREPARED TO THE SATISFACTION OF LEGAL COUNSEL FOR THE APPROPRIATE PUBLIC AGENCY, SUCH DOCUMENTATION AND MATERIALS AS NECESSARY TO EFFECT SUCH DEDICATION.

OWNER: _____ DATE: _____

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA AND THAT MONUMENTS OR PINS HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

GA REGISTERED LAND SURVEYOR NO. 3063 DATE: _____

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE PUBLIC WATER SUPPLY AND DISTRIBUTION SYSTEM IN THE SUBDIVISION SHOWN HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED TO MEET THE REQUIREMENTS OF DALTON UTILITIES.

DATE: _____ DALTON UTILITIES

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

I HEREBY CERTIFY THAT THE PUBLIC SEWAGE COLLECTION AND DISPOSAL SYSTEM IN THIS SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTABLE MANNER AND MEET FULLY THE REQUIREMENTS OF DALTON UTILITIES AND ARE HEREBY APPROVED.

DATE: _____ DALTON UTILITIES

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND ARE HEREBY APPROVED.

DATE: _____ CITY OF DALTON, GA FIRE CHIEF

CERTIFICATE OF APPROVAL FOR STREETS & DRAINAGE

I HEREBY CERTIFY THAT THE STREETS AND DRAINAGE IMPROVEMENTS IN THE SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTED MANNER AND MEET ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON.

DATE: _____ CITY OF DALTON PUBLIC WORKS

ZONING

ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS "R-3" (MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL). SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:
FRONT YARD: 40 FEET (MAJOR ROAD)
FRONT YARD: 25 FEET (MINOR ROAD)
SIDE YARD: 10 FEET
REAR YARD: 15 FEET

ZONING AND SETBACK INFORMATION PER THE CITY OF DALTON UNIFIED DEVELOPMENT CODE. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

CERTIFICATE OF APPROVAL FOR RECORDING (MINOR SUBDIVISION)

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA, AND THAT IT HAS BEEN APPROVED BY THE DALTON- WHITFIELD COUNTY PLANNING COMMISSION FOR RECORDING IN THE OFFICE OF SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE: _____ SECRETARY DALTON-WHITFIELD COUNTY PLANNING COMMISSION

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT NO SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



ADAM T. BRATTON GEORGIA PLS# 3489
DATE OF PLAT OR MAP: OCTOBER 3, 2023

PROFESSIONAL LAND SURVEYORS
DATE: OCTOBER 3, 2023
JOB #: 234523
SCALE: 1"=20'
DRAWN BY: D. HALL

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Bryan Spence to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.19 acres located at Straight and Frederick Streets, Dalton, Georgia. Parcel (12-218-02-020)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Bryan Spence.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the R-5 rezoning be approved. There were no further questions for Calhoun.

Bryan Spence stated that he plans to construct a duplex on the subject property.

With no other comments heard for or against, this hearing closed at approximately 6:46 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **David Pennington then made a motion to recommend approval of the R-5 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Bryan Spence is seeking to rezone from Medium-Density Single-Family Residential (R-3) to Rural Residential (R-5) a tract of land (parcel 12-218-02-000) containing a total of 0.45-acres located at the corner of Straight St. and Frederick St. The subject property was formerly developed for commercial use: The petitioner's request is to be able to redevelop the subject property with a duplex and single-family detached dwelling.

The surrounding uses and zoning are Medium Density Single Family Residential to the north, east, south, and Heavy Manufacturing to the west.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

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.

The subject property lies at the point of convergence of the M-2 and R-3 zone districts. The R-3 zone district in which the subject property occupies is part of a small pocket neighborhood. While the subject property is part of a large R-3 zone district, the eastern adjacent property is a non-conforming apartment complex and the southern adjacent property is a City elementary school.

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

The proposed rezoning would be unlikely to impact the values of adjacent properties based on the amount of manufacturing zoning and development the vicinity as well as adjacent multi-family development.

(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 was developed for commercial use and existed as a non-conforming property for a number of years. The subject property could currently be described as blighted. The proposed rezoning would allow for the subject property to be redeveloped similarly to multiple adjacent properties.

(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.

N/A

(E) Whether the proposed (R-5) 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.

The R-5 zone district would allow for additional dwelling units to be added to the subject property. With the maximum permissible density in R-5 being a duplex, the amount of additional units would be limited by the size of the subject property. The subject property has sidewalk access along two of its boundaries as well as access to two City streets. This area is conducive for safe pedestrian walkability connecting to multiple community facilities such as the Mack Gaston Community Center as well as the adjacent elementary school.

(F) Whether the property sought to be rezoned (or 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 comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote reinvestment into aging neighborhoods. The intent of the character area is for neighborhoods to be revitalized while maintaining their historic character. The proposed rezoning would redevelop a former commercial property with a single-family dwelling as well as a duplex. Since there is an adjacent multi-family apartment within the pocket neighborhood, the proposed rezoning would not alter the established pattern of development.

(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.

The proposed rezoning would create an island of R-5 at this location, but the R-3 and R-5 zone districts share similar characteristics with the primary exception of duplexes permitted in the R-5 zone district. With the subject property lying at the western terminus of the pocket neighborhood and being adjacent to an apartment complex, there is no concern for the issue of a spot zone or entering wedge at this location.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the redevelopment of the subject property in a manner that is similar to that of the surrounding neighborhood.
2. The existence of pedestrian infrastructure in this area creates the opportunity for safe pedestrian walkability to multiple public facilities.
3. The requested R-5 zone district would allow for development of the subject property that would not be in conflict with the intent of the Town Neighborhood Revitalization character area.

Spence Rezoning Request

R-3, Medium Density Single Family Residential

to

R-5, Rural Residential

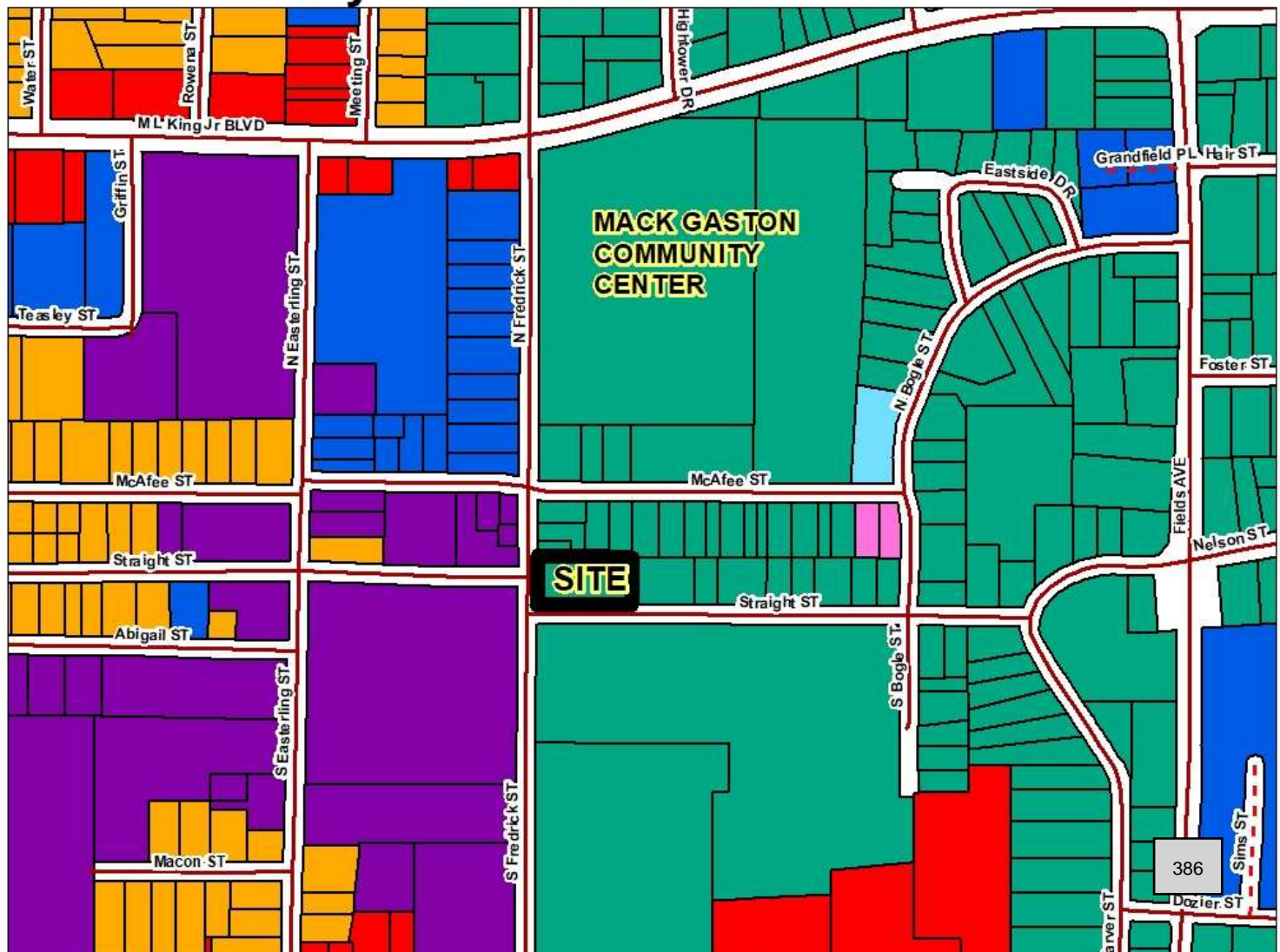
City of Dalton Jurisdiction



ZONING DISTRICT

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

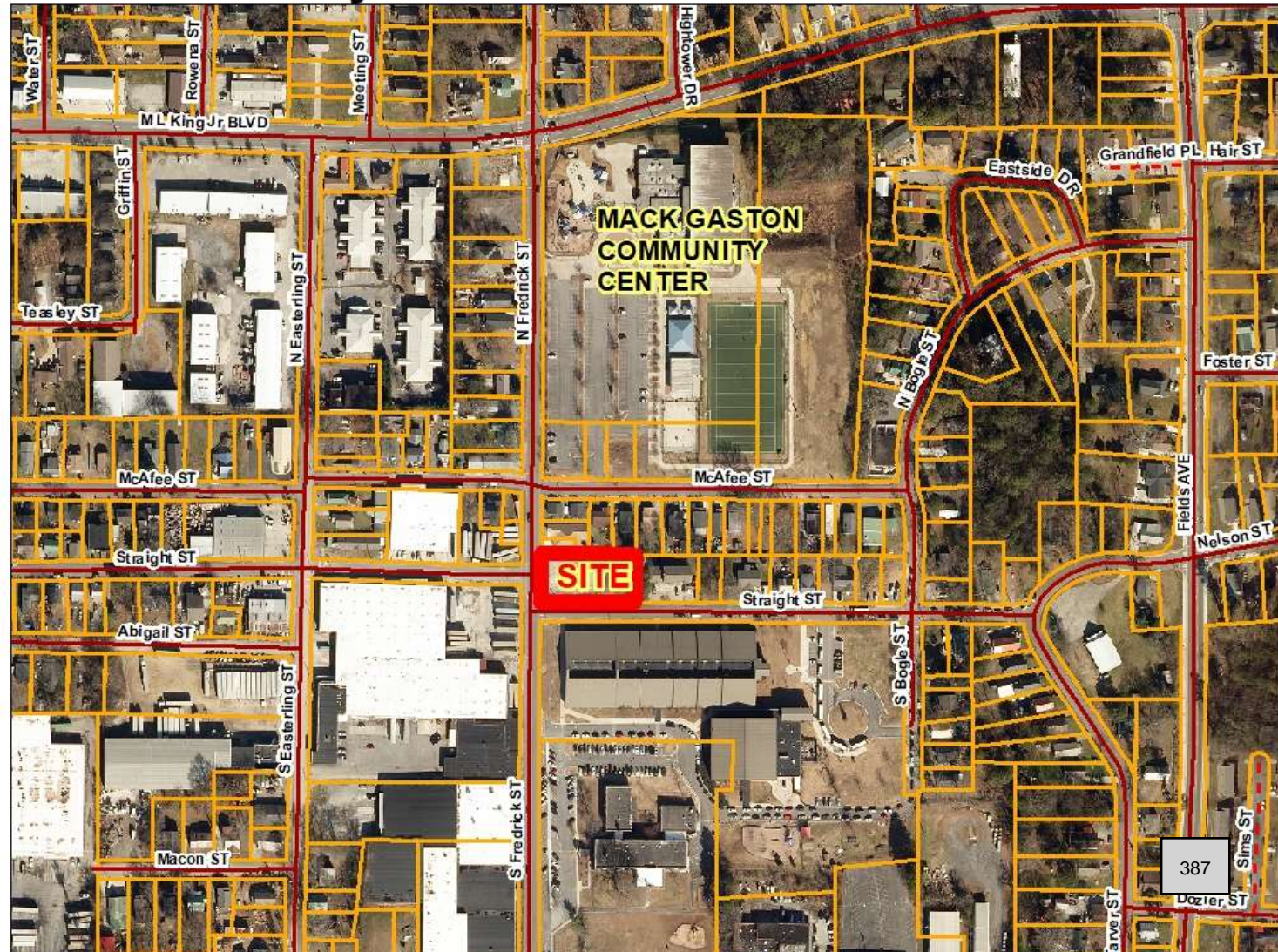
FEET
300



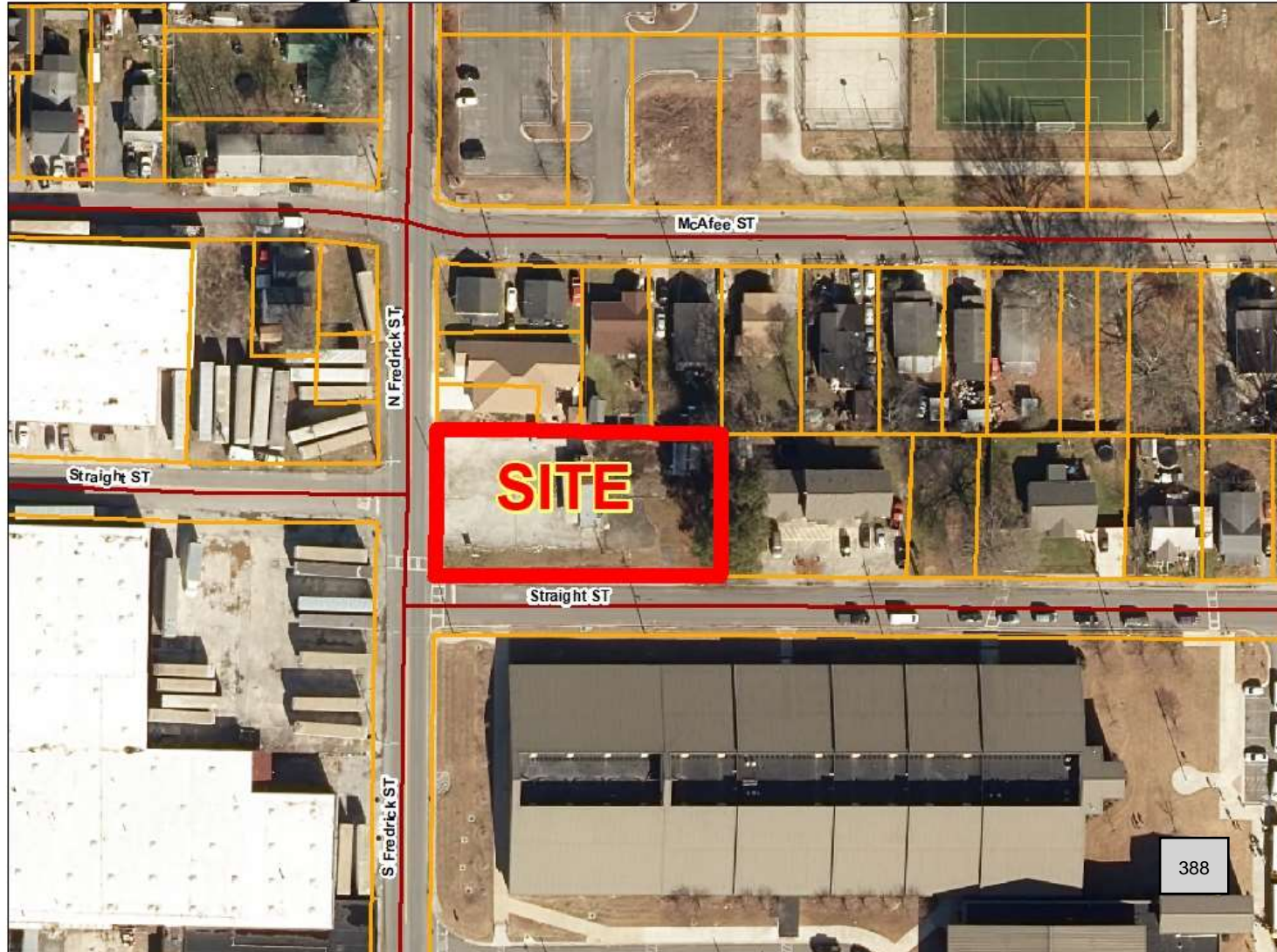
Spence Rezoning Request R-3, Medium Density Single Family Residential to R-5, Rural Residential City of Dalton Jurisdiction



FEET
300



**Spence Rezoning Request
R-3, Medium Density Single Family Residential
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
100**



Spence Rezoning Request

R-3, Medium Density Single Family Residential

to

R-5, Rural Residential

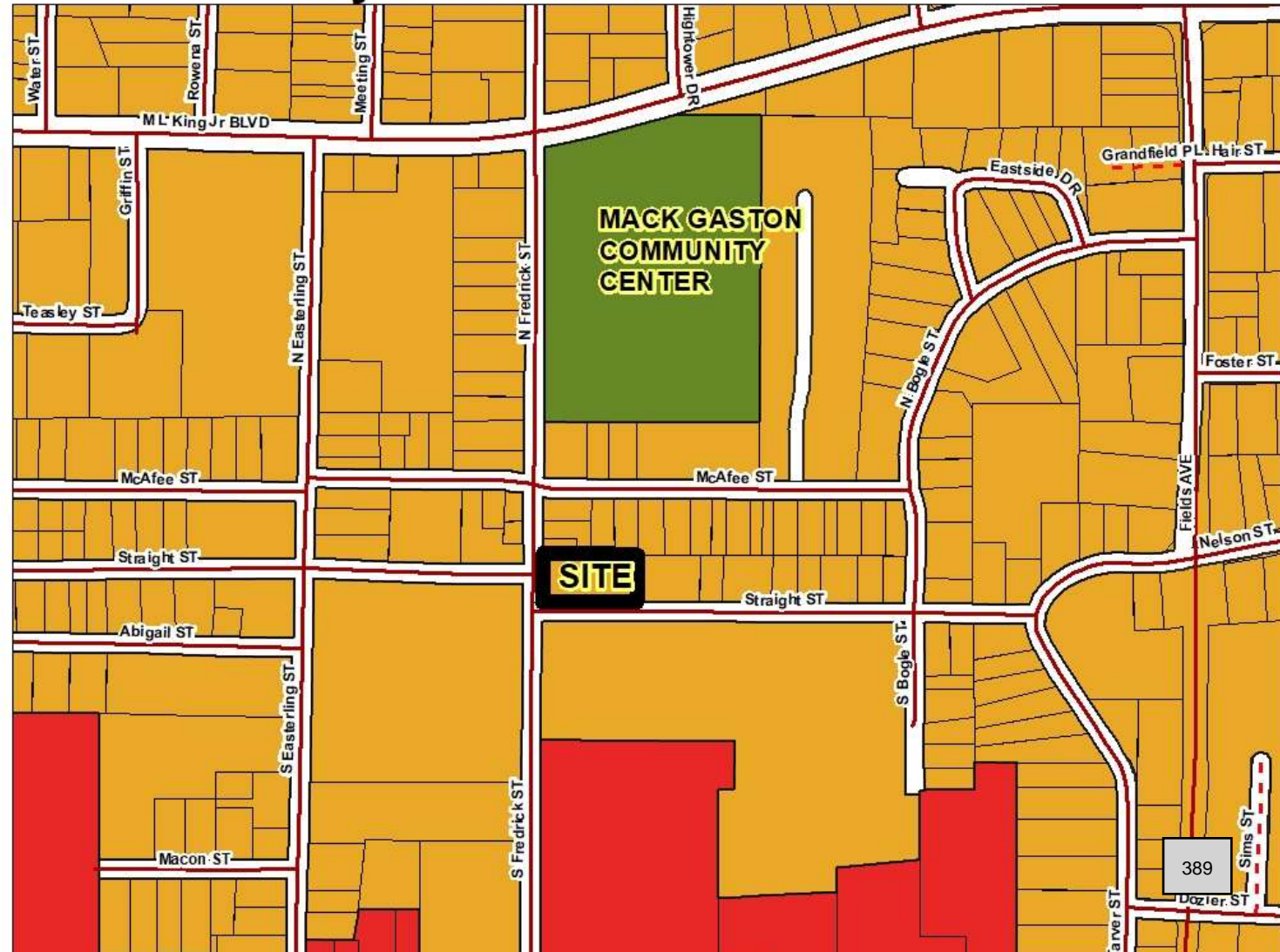
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Preserve
-  Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Gonzalo Galvan to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.29 acres located on Mitchell Street, Dalton, Georgia. Parcel (12-200-11-018)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-35

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Single Family Residential (R-3) To Rural Residential (R-5) Being A Tract of Land Totaling 0.29 Acres Located at Mitchell Street, Dalton, Georgia (Parcel No. 12-200-11-018); To Provide An Effective Date; And For Other Purposes

WHEREAS, Gonzalo Galvan, (Owner) has filed an application with the City to rezone property located at Mitchell Street (Parcel No. 12-200-11-018);

WHEREAS, the Property is currently zoned Medium Density Single Family Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-5 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Mitchell Street identified as Parcel No. 12-200-11-018 is hereby rezoned from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-200-11-018

FOR OFFICE USE ONLY: DATE RECEIVED: 9/13/2023

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

APPLICATION FOR AMENDMENT OF THE UNIFIED ZONING ORDINANCE/MAP

Dalton: [check] Varnell: _____ Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Gonzalo Galvan Telephone: (706) 537-4738

Mailing Address: 123 W Skyview Dr Dalton Ga 30721

Email: JGR1337@gmail.com

Address of Property to be Rezoned: Mitchell St Dalton Ga 30721

Amendment to: Zoning Map [check] Parcel # 12-200-11-018 Text Section 018

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: ~~129~~ 129 acres; ~~10,017~~ 12,752 square feet

Existing Zone Classification: R-3

Proposed Zone Classification: R-5

Present Use of Property: Vacant Lot

Proposed Use of Property: New Construction Duplex

If multi-family, total number of units: 2

Average size of unit (optional): 1100 square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Signed: [Signature]

Date: 9-13-23

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

Gonzalo Gairan of 123 W Skyview Dr Dalton Ga 30721 is the sole owner of Parcel # 12-200-11-018.

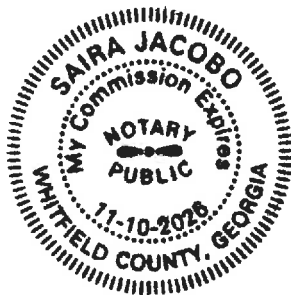
I appoint Jaime Gairan my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Owner [Signature]

Sworn to and subscribed before me, this 13 day of September 2023

Saira Jacobo Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9-13-23

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

(yes or no) NO

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

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

(yes or no) NO

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

1

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

2

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

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

(yes or no) NO

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 13th day of September, 2013.


Applicant's Signature

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

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

Date of Rezoning Application: 9-13-23

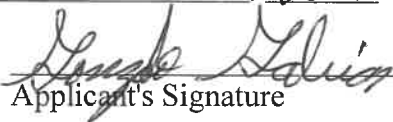
Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) NO

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 13th day of September, 2023.


Applicant's Signature

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

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

PT 20-2978

↓ After Recording Return to:
Harvard H. Kranzlein, Jr.
Gregory H. Kinnamon, P.C.
P.O. Box 6178
Dalton, GA 30722-6178

Deed Doc: WD
Recorded 11/24/2020 03:50PM
Georgia Transfer Tax Paid : \$28.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06808 Pg 0080-0083

[Space above this line for recording data.]

LIMITED WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 5th day of November, 2020, between **M. George Chastain a/k/a George Chastain**, Grantor, and **Gonzalo Galvan**, Grantee.

The words "Grantee" and "Grantor" 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.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or 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 and convey unto the said GRANTEE the following described property:

All that tract or parcel of land lying and being in Land Lot No. 200, in the 12th District and 3rd Section of Whitfield County, Georgia and being shown as PARCEL C, being 12,752 square feet, more or less, as shown on plat of survey prepared for Pauline B. Williams Estate by Joseph R. Evans, GRLS, dated April 7, 2005, revised April 7, 2007, a copy of which plat is attached hereto as Exhibit "B" reference to which plat is hereby made and incorporated herein by reference, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located on the southerly right of way of Mitchell Street (50'R/W), said iron pin being located in an easterly direction as measured along said right of way a distance of 183.5 feet from the point intersection of the southerly right of way of said Mitchell Street with the easterly right of way of Glenwood Avenue; said point of beginning also being the northeast corner of property described in deed recorded at Deed Book 6375, page 258, Whitfield County, Georgia Land Records; thence continue along the

southerly right of way of Mitchell Street, south 88 degrees 53 minutes 20 seconds east, a distance of 25.01 feet to an open top pipe found; thence south 01 degree 13 minutes 55 seconds west, a distance of 113.0 feet to an iron pin; thence south 85 degrees 39 minutes 00 seconds east, a distance of 64.41 feet to an iron pin; thence south 01 degree 13 minutes 55 seconds west, a distance of 119.56 feet to an open top pipe; thence north 88 degrees 42 minutes 19 seconds west a distance of 81.18 feet to an iron pin; thence north 00 degrees 54 minutes 29 seconds east, a distance of 82.14 feet to an open top pipe; thence north 00 degrees 52 minutes 18 seconds west, a distance of 43.05 feet to an open top pipe; thence north 84 degrees 47 minutes 42 seconds west, 6.11 feet to an iron pin; thence running along the easterly line of property described at Deed Book 6375, page 258, north 01 degree 13 minutes 55 seconds east a distance of 110.34 feet to an iron pin located on the southerly right of way of Mitchell Street, which is the point of beginning.

GRANTOR HEREBY RESERVES AND MAKES THIS CONVEYANCE SUBJECT TO a non-exclusive perpetual 10 feet in width easement for ingress, egress, installation and maintenance of utilities, and the installation of maintenance of drainage area and for the purposes of grading and the creation and maintaining of a slope located in said easement area and on the Grantor's remaining property located west of the said easement area, the westerly line of said 10 feet in width easement area being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING of the westerly line of said 10 feet in width easement area herein described, commence at an iron pin located on the southerly right of way of Mitchell Street (50'R/W), said iron pin being located in an easterly direction as measured along said right of way a distance of 183.5 feet from the point intersection of the southerly right of way of said Mitchell Street with the easterly right of way of Glenwood Avenue; said point of beginning also being the northeast corner of property described in deed recorded in Deed Book 6375, page 258, Whitfield County, Georgia Land Records; thence running along the easterly line of property described at Deed Book 6375, page 258, south 01 degree 13 minutes 55 seconds west a distance of 110.34 feet to an iron pin; the running south 84 degrees 47 minutes 42 seconds east 6.11 feet to an open top pipe and the TRUE POINT OF BEGINNING of the WESTERLY line of the 10 feet in width easement herein described, FROM THE TRUE POINT OF BEGINNING thus established, thence running south 00 degrees 52 minutes 18 seconds east a distance of 43.05 feet as measured along the westerly line of said 10 feet in width easement to an open top pipe; thence running south 00 degrees 54 minutes 29 seconds west 82.14 feet as measured along the westerly of said 10 feet in width easement to an iron pin, which marks the terminus of the westerly line of said 10 feet in width easement.

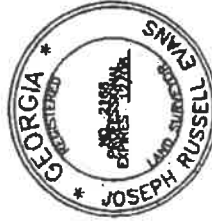
THIS CONVEYANCE is made subject to all zoning ordinances, rights of way, easements, and restrictions insofar as the same may lawfully affect the above-described property.

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 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, of under the said GRANTOR.

STATEMENT OF OWNERSHIP:
 THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE SURVEYOR AND MAY NOT BE PUBLISHED, REPRODUCED, ELECTRONICALLY DIGITIZED OR SCANNED, OR OTHERWISE COPIED OR USED WITHOUT THE EXPRESSED AND WRITTEN PERMISSION OF JOSEPH R. EVANS, REGISTERED LAND SURVEYOR.

© 2003 JOSEPH R. EVANS & ASSOCIATES

SURVEY FOR
PAULINE B. WILLIAMS ESTATE
 BLOCK MAP # 56, PARCELS 1, 13, AND 18,
 CITY OF DALTON
 LAND LOT 200, 12TH DISTRICT, 3RD SECTION
 WHITFIELD COUNTY, GEORGIA

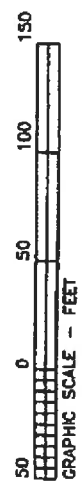
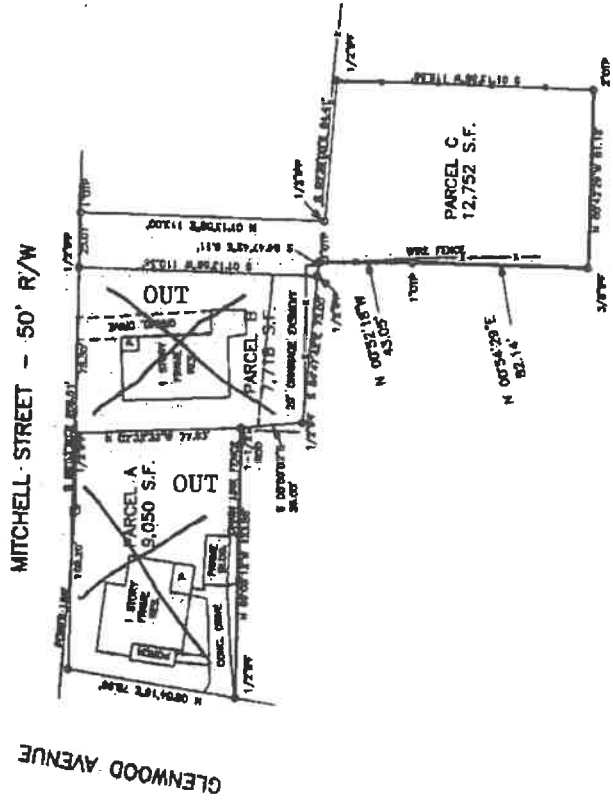


Joseph R. Evans
 GA. REG. LAND SURVEYOR, NO. 2168
JOSEPH R. EVANS & ASSOCIATES
 LAND SURVEYORS
 1816 DAC GAP ROAD, DALTON, GA. 30729
 (706) 228-7902 FAX (706) 275-9908
 DRAWN BY: J.E.B. CHECK BY: J.L.D.
 DATE: OCT. 2003 SCALE: 1"=50'

EXHIBIT B

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AN ANGULAR ERROR OF 0.15" PER ANGLE POINT AND WAS (ADJUSTED) USING THE LEAST SQUARE RULE.
 THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.
 FIELD WORK WAS DONE BY USING A EDM, TRANSIT AND A CHAIN

FILE NO. 050404
 MAILING ADDRESS: 808 NORTH CLEWOOD AVENUE
 MAILING ADDRESS: 302 MITCHELL STREET



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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Gonzalo Galvan to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.29 acres located on Mitchell Street, Dalton, Georgia. Parcel (12-200-11-018)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Gonzalo Galvan.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the R-5 rezoning be approved. There were no further questions for Calhoun.

Gonzalo Galvan stated that he plans to construct a duplex on the subject property.

With no other comments heard for or against, this hearing closed at approximately 6:49 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Octavio Perez then made a motion to recommend approval of the R-5 rezoning. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Gonzalo Galvan is seeking to rezone from Medium-Density Single-Family Residential (R-3) to Rural Residential (R-5) a tract of land (parcel 12-200-11-018) containing a total of 0.29-acres located Mitchell Street. The subject property is undeveloped: The petitioner's request is to be able to redevelop the subject property with a duplex.

The surrounding uses and zoning are Light and Heavy Manufacturing to the north, Medium-Density Single-Family Residential to the east and south, and General Commercial to the west.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

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.

The subject property lies at the point of convergence of several zone districts from manufacturing, commercial and single-family residential character. Both development and zoning in this area is diverse. The proposed rezoning would slightly increase residential density of the subject property. Given the amount of commercial and manufacturing zoning and development in this area, the proposed rezoning would not be out of line.

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

The proposed rezoning would be unlikely to impact the values of adjacent properties based on the amount of manufacturing and commercial zoning and development in the vicinity.

(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 could be developed as it is currently zoned with a single-family detached dwelling. The intense adjacent commercial and manufacturing zoning, however, gives reason to seek additional density such as a duplex. The subject property's size and shape could support a duplex at this location.

(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.

N/A

(E) Whether the proposed (R-5) 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.

The R-5 zone district would allow for additional dwelling units to be added to the subject property. With the maximum permissible density in R-5 being a duplex, the amount of additional units would be limited by the size of the subject property. The subject property has direct sidewalk access along its lot frontage. This area is conducive for safe pedestrian walkability connecting to a number of commercial businesses and manufacturing job centers.

(F) Whether the property sought to be rezoned (or 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 comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote reinvestment into aging neighborhoods. The intent of the character area is for neighborhoods to be revitalized while maintaining their historic character. The proposed rezoning would allow a single-family dwelling as well as a duplex. Since the subject property lies along the periphery of this pocket neighborhood and is bounded by commercial and manufacturing development, the proposed duplex is not expected to alter the character of this neighborhood.

(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.

The proposed rezoning would create an island of R-5 at this location, but the R-3 and R-5 zone districts share similar characteristics with the primary exception of duplexes permitted in the R-5 zone district. With the subject property lying at the western terminus of the pocket neighborhood and being adjacent to intense commercial and manufacturing developments, there is no concern for the issue of a spot zone or entering wedge at this location.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the development of the subject property in a manner that is reasonable for this location.
2. The existence of pedestrian infrastructure in this area creates the opportunity for safe pedestrian walkability to job centers and commercial development.
3. The requested R-5 zone district would allow for development of the subject property that would not be in conflict with the intent of the Town Neighborhood Revitalization character area based on the established development pattern.

Galvan Rezoning Request








R-3, Medium Density Single Family Residential

to

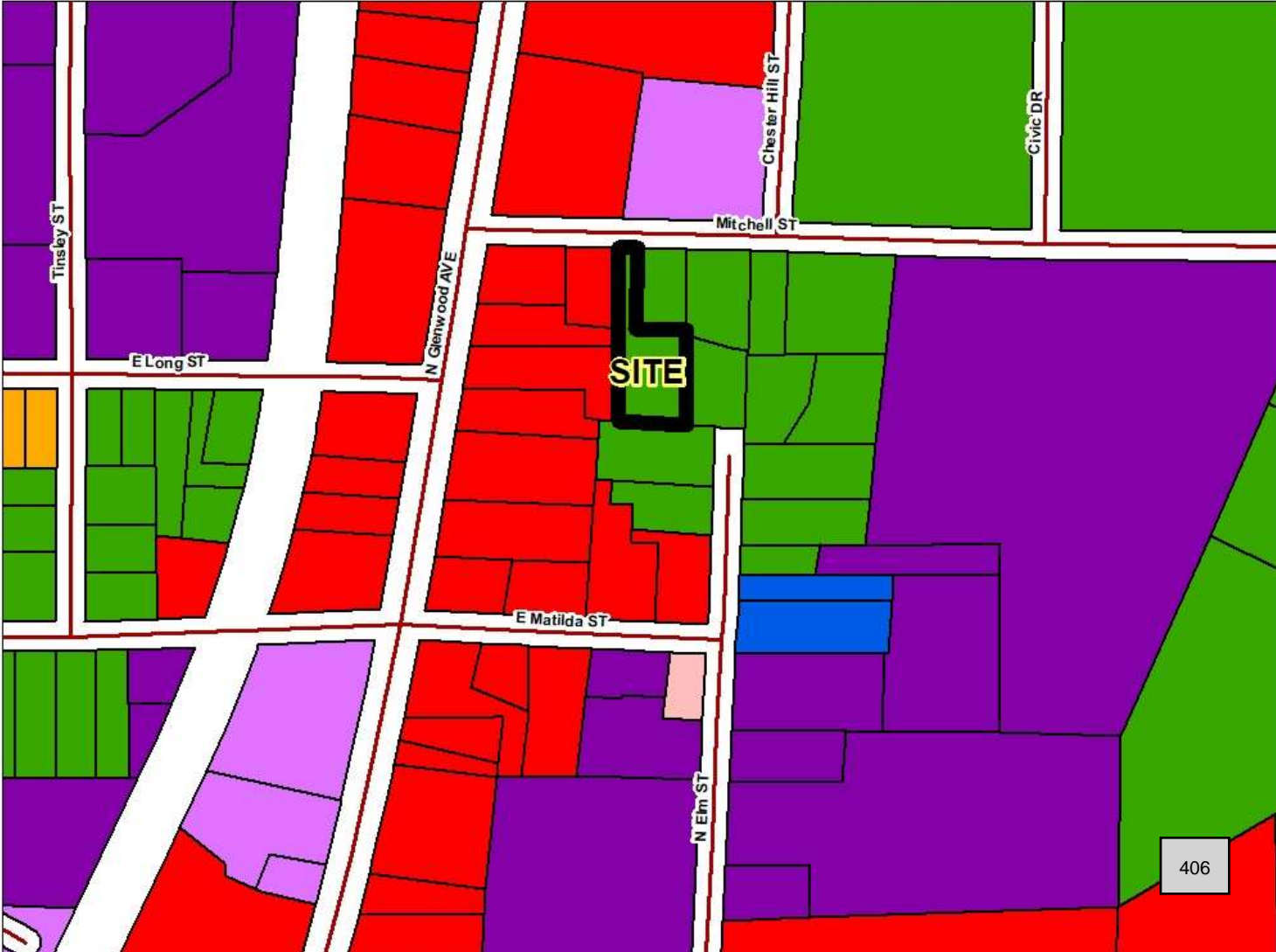
R-5, Rural Residential

CITY OF DALTON JURISDICTION

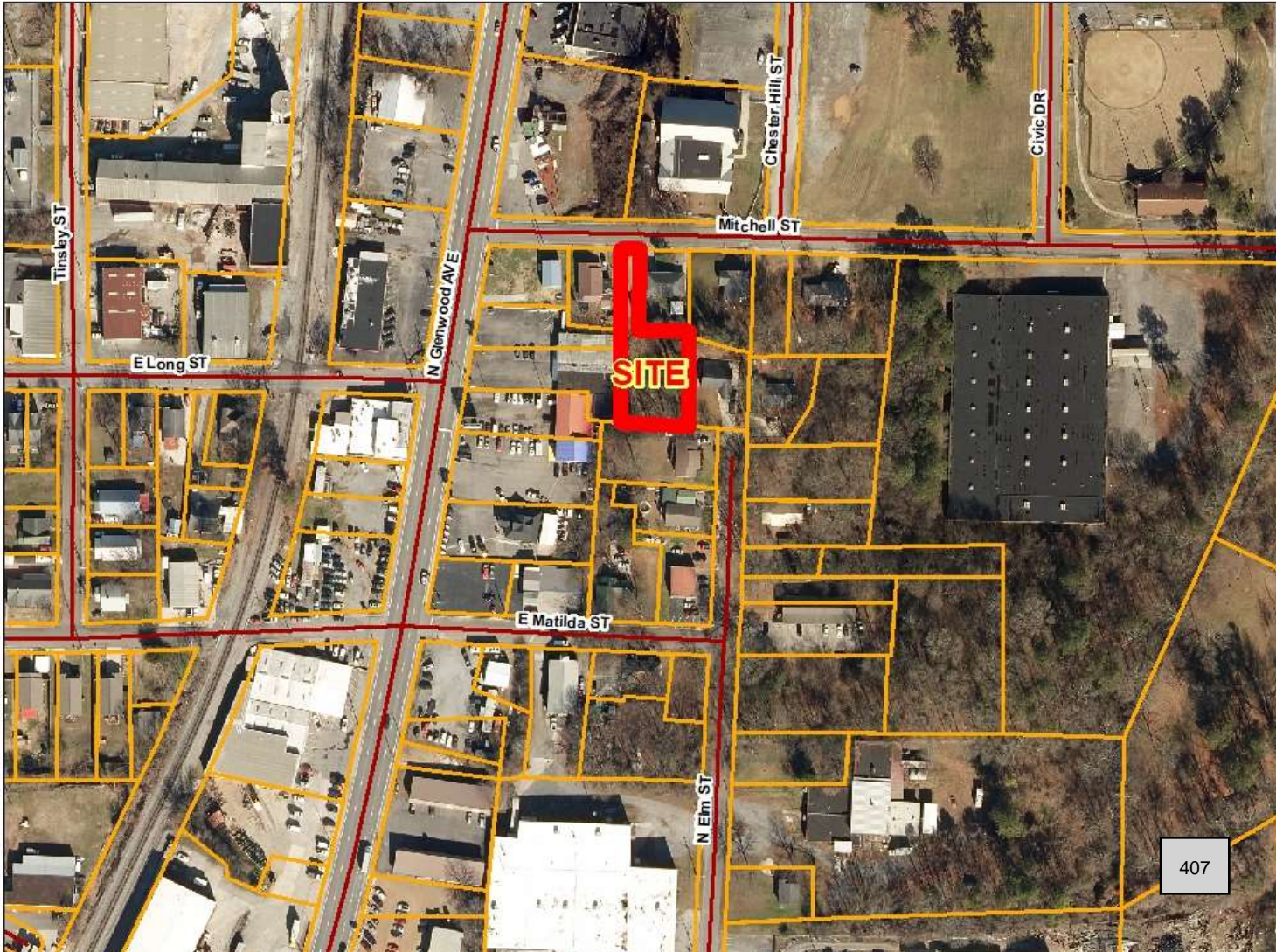


ZONING DISTRICT	
	Medium Density Single Family Residential (R-3)
	Rural Residential (R-5)
	High Density Residential (R-7)
	Limited Commercial (C-1A) Cond
	General Commercial (C-2)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

FEET
200



**Galvan Rezoning Request
R-3, Medium Density Single Family Residential
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**

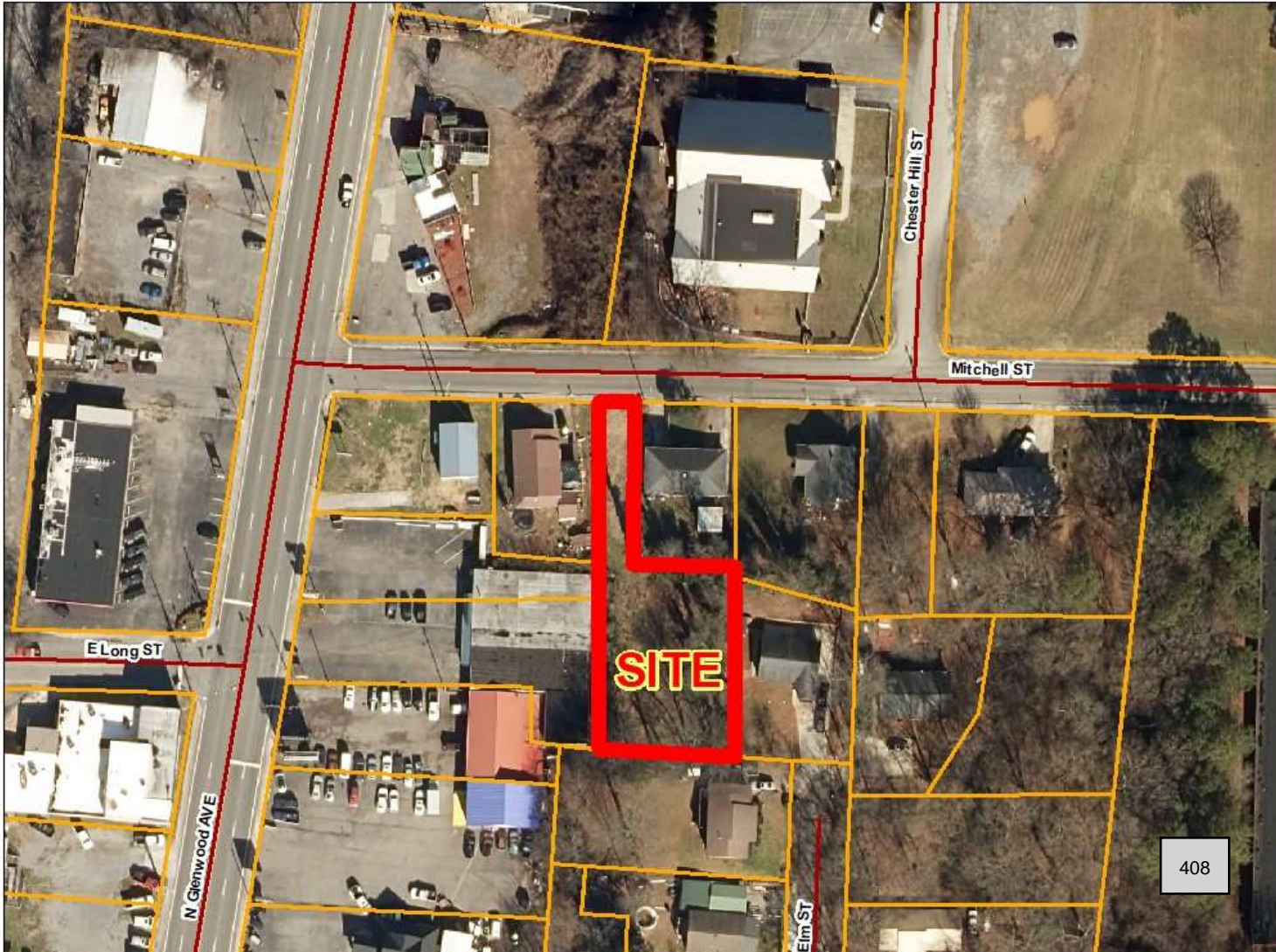


**FEET
200**

Galvan Rezoning Request
R-3, Medium Density Single Family Residential
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION



FEET
100



Galvan Rezoning Request

R-3, Medium Density Single Family Residential

to

R-5, Rural Residential

CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Preserve
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Jorge Romero Loreda to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.21 acres located at 1127 S. Thornton Avenue, Dalton, Georgia. Parcel (12-257-01-006)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-36

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Commercial (C-4) To Limited Commercial (C-1A) Being A Tract of Land Totaling 0.21 Acres Located at 1127 S. Thornton Ave., Dalton, Georgia (Parcel No. 12-257-01-006); To Provide An Effective Date; And For Other Purposes

WHEREAS, Jorge Romero Laredo, (Owner) has filed an application with the City to rezone property located at 1127 S. Thornton Ave. (Parcel No. 12-257-01-006);

WHEREAS, the Property is currently zoned Transitional Commercial (C-4);

WHEREAS, the Owner is requesting the Property be rezoned to Limited Commercial (C-1A);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not compatible with land uses in the neighborhood and thereby recommended disapproval of the requested C-1A rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded a favorable recommendation to the Mayor and Council for rezoning the property to R-5 and the Owner/Applicant consented to such amendment of his Application;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 1127 S. Thornton Ave. identified as Parcel No. 12-257-01-006 is hereby rezoned from Transitional Commercial (C-4) to Rural Residential (R-5) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-257-01-006

FOR OFFICE USE ONLY:
DATE RECEIVED: 10/5/2023

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

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: *
Varnell: _____
Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Jorge Romero Loreda Telephone: 706-986-9539

Mailing Address: 107 Kitchens Dr. Dalton, GA 30721

Email: Jorgee0406@gmail.com

Address of Property to be Rezoned: 1127 S Thornton Ave

Amendment to: Zoning Map Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: .21 acres; ~~_____~~ square feet

Existing Zone Classification: C4

Proposed Zone Classification: C1A

Present Use of Property: Residential

Proposed Use of Property: C1A

If multi-family, total number of units: n/a

Average size of unit (optional): n/a square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Signed: Jorge Romero L.

Date: 10-5-23

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

100% JORGE ROMERO LOPEZ

I appoint n/a
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

 Jorge Romero C.
Owner

Sworn to and subscribed
before me, this ____ day
of _____, _____

Notary Public

(SEAL)

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

Date of Rezoning Application: 10/5/23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 5th day of October, 2023.

Jorge Ramero L.
Applicant's Signature

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

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

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 10/5/23

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

(yes or no) no

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

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

(yes or no) no

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

1

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

2

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

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

(yes or no) no

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 5th day of October, 2023.

Jorge Romero C.

Applicant's Signature

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

Deed Doc: WD
Recorded 02/01/2021 12:59PM
Georgia Transfer Tax Paid : \$130.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06823 Pg 0850

✓ Please return to:
W. Lane Haley, PC
217 W. Crawford St
Dalton, GA 30720
File #: 0121RE11
STATE OF GEORGIA
COUNTY OF WHITFIELD

LIMITED WARRANTY DEED *Pre 1000260*

THIS INDENTURE made this 29th day of January, 2021 between
Orlando Altamirano
as party or parties of the first part, hereinafter called Grantor, and
Jorge Romero Loreda

(the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 257 of the 12th District and 3rd Section, Whitfield County, Georgia and being Lot 57, Group 2 of the lands of Crown Cotton Mills as shown on plat of subdivision for Crown Cotton Mills prepared by Southern Mapping & Engineering Company dated August 1953 and recorded in Plat Book 3 Page 142 Whitfield County, Georgia records which plat is incorporated herein and made a part hereof by reference.

Parcel ID: 12 257 01 006

Subject to easements, agreements, covenants, restrictions, right of way deeds, matters of plat, governmental ordinances, and other lawful matters affecting said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
[Signature]
Notary Public (Seal)
My commission expires **SEPT 25 2021**

[Signature]
Orlando Altamirano (Seal)

_____ (Seal)



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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Jorge Romero Loreda to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.21 acres located at 1127 S. Thornton Avenue, Dalton, Georgia. Parcel (12-257-01-006)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Manuel Meza with power of attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-1A rezoning be denied. There were no further questions for Calhoun.

Manuel Meza stated that the subject property had been used residentially in the past. Meza then stated that the subject property has been limited for commercial use due to its size and limited off-street parking area. Meza stated that the last commercial occupancy of the subject property was in 2017 and it has been used residentially since 2017. Meza stated that the petitioner would be open to a strictly residential rezoning as well.

With no other comments heard for or against, this hearing closed at approximately 6:59 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1A rezoning. Chris Shiflett confirmed with staff that commercial parking requirements would be the same in the C-2 and C-1A zone districts for commercial uses. Some discussion occurred that resulted in the understanding that the Planning Commission could recommend a residential rezoning without the need for the petitioner to re-apply for rezoning. **Chris Shiflett then made a motion to recommend approval of an R-5 rezoning. Octavio Perez then seconded the motion and a unanimous recommendation to approve an R-5 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Jorge Laredo is seeking to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land (parcel 12-257-01-006) containing a total of 0.21-acres located at 1127 S. Thornton Ave. The subject property currently contains a single-family detached dwelling that has been remodeled for use as a commercial office space: The petitioner's request is to be able to utilize the subject property for both residential and commercial use inside the same structure. This request stems from the fact that the subject property contains a single-family detached structure in a heavily commercialized area.

The surrounding uses and zoning are C-4 to the north, east, and west, with C-2 to the south. All adjacent property is zoned and developed solely for commercial use.

The subject property is within the jurisdiction of the City of Dalron Mayor and Council.

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.

The subject property is adjacent to the C-4 zone district along three of its four sides with C-2 being the only other adjacent zone district. The subject property was originally developed as a single-family detached dwelling that was later remodeled for some type of commercial office use. The petitioner began remodeling a portion of the interior of the dwelling on the subject property back into a residential dwelling. The petitioner wishes to utilize a portion of the existing building for commercial use while also utilizing the other portion for residential use. The C-1A zone district exists to serve as a buffering zone to transition in areas where commercial and residential zone districts converge. There are no residential properties or zoning adjacent to the subject property, and the character of this portion of S. Thornton Avenue is predominantly commercial.

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

The proposed rezoning would be unlikely to impact the values of adjacent properties based on the limited size of the subject property along with the diverse blend of commercial development throughout this area.

(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 was a conforming property until the petitioner began remodeling it for commercial/residential hybrid use. The C-1A zone district was created in order to serve as a transitional zone district in areas where older residential neighborhoods are transitioning to commercial use. The C-1A zone district permits limited commercial use

in buildings that have a single-family detached character in order to preserve the residential character of the area. All the adjacent zoning and development surrounding the subject property is commercially zoned and developed.

(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.

N/A

(E) Whether the proposed (C-1A) 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.

The subject property's limited size prevents most any use that would burden public infrastructure.

(F) Whether the property sought to be rezoned (or 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 comprehensive plan's future development map shows this property to be within the commercial corridor. This character area is intended to permit various commercial retail and services along significant corridors such as Thornton Ave. While the C-1A zone district is commercial, the commercial corridor character area is intended for more conventional commercial zoning. The C-1A zone district is a hybrid transitional zone district that would not reflect any of the adjacent properties if the subject property were developed as proposed.

(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.

The proposed rezoning would create an island of C-1A surrounded by the C-4 and C-2 zone districts. While this would not be considered a spot zone, it would introduce a residential character at a location entirely surrounded by commercial zoning and land use.

(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.

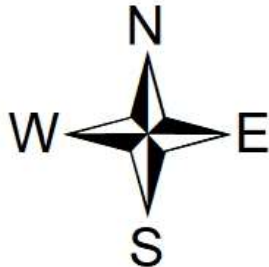
N/A







CONCLUSION:

The staff can provide a recommendation to deny the requested C-1A rezoning of the subject property based on the following factors:

1. The requested C-1A rezoning would create a development pattern unlike that of all adjacent properties.
2. The C-1A zone district is intended to be used in specific areas of commercial and residential transition in order to protect the residential character of an existing neighborhood. All adjacent properties are solely developed and zoned for commercial use.
3. The requested C-1A zone district is a poor fit for this location based on the Comprehensive Plan's future development map and narrative based on the established zoning and development character of this area.

Loredo Rezoning Request C-4, Transitional Commercial to C-1A, Limited Commercial City of Dalton Jurisdiction

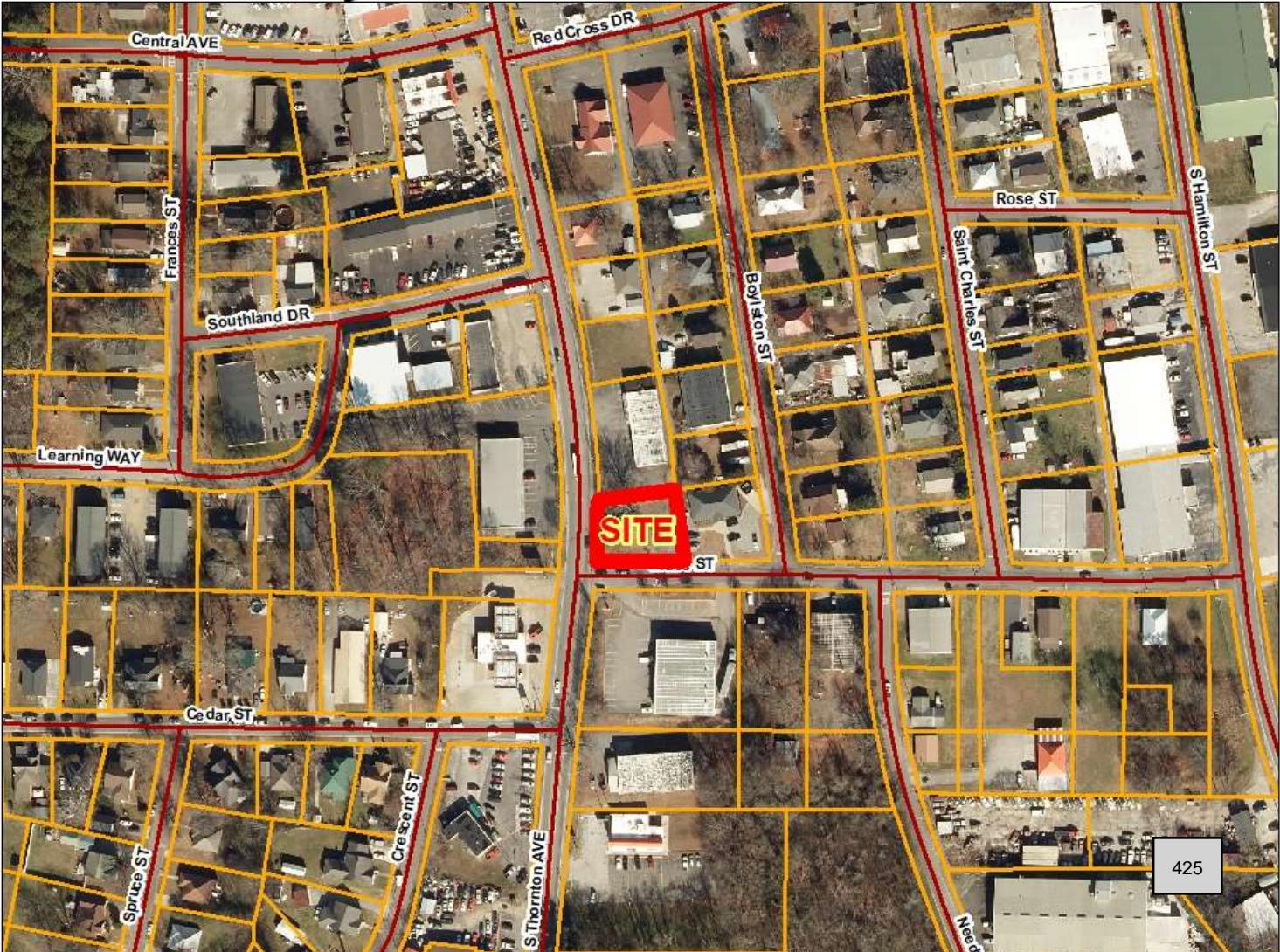


ZONING DISTRICT	
	Low Density Single Family Residential (R-2)
	Rural Residential (R-5)
	High Density Residential (R-7)
	General Commercial (C-2)
	Transitional Commercial (C-4)
	Heavy Manufacturing (M-2)

FEET
200



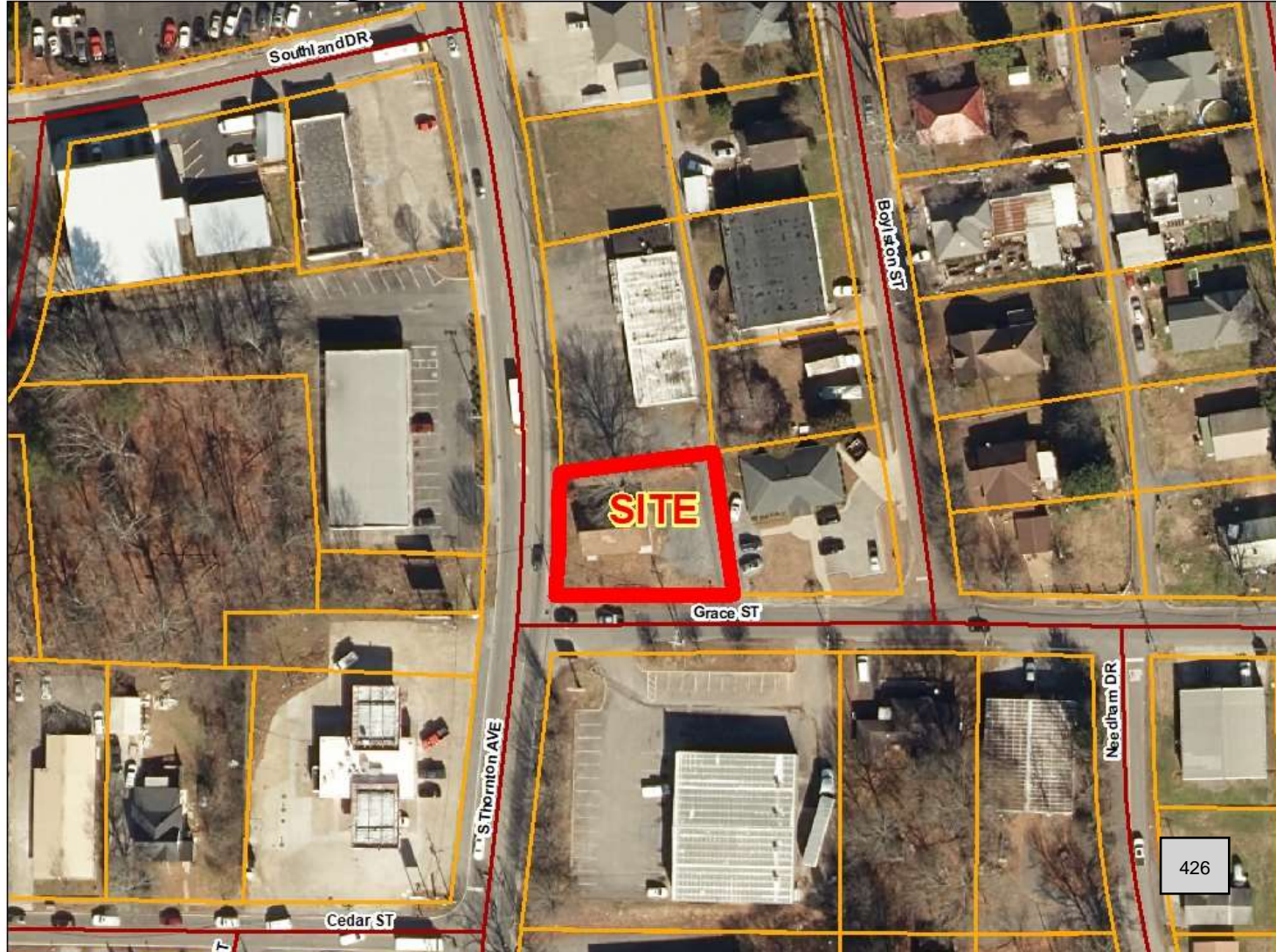
Loredo Rezoning Request C-4, Transitional Commercial to C-1A, Limited Commercial City of Dalton Jurisdiction



FEET
200



Loredo Rezoning Request C-4, Transitional Commercial to C-1A, Limited Commercial City of Dalton Jurisdiction



FEET
100



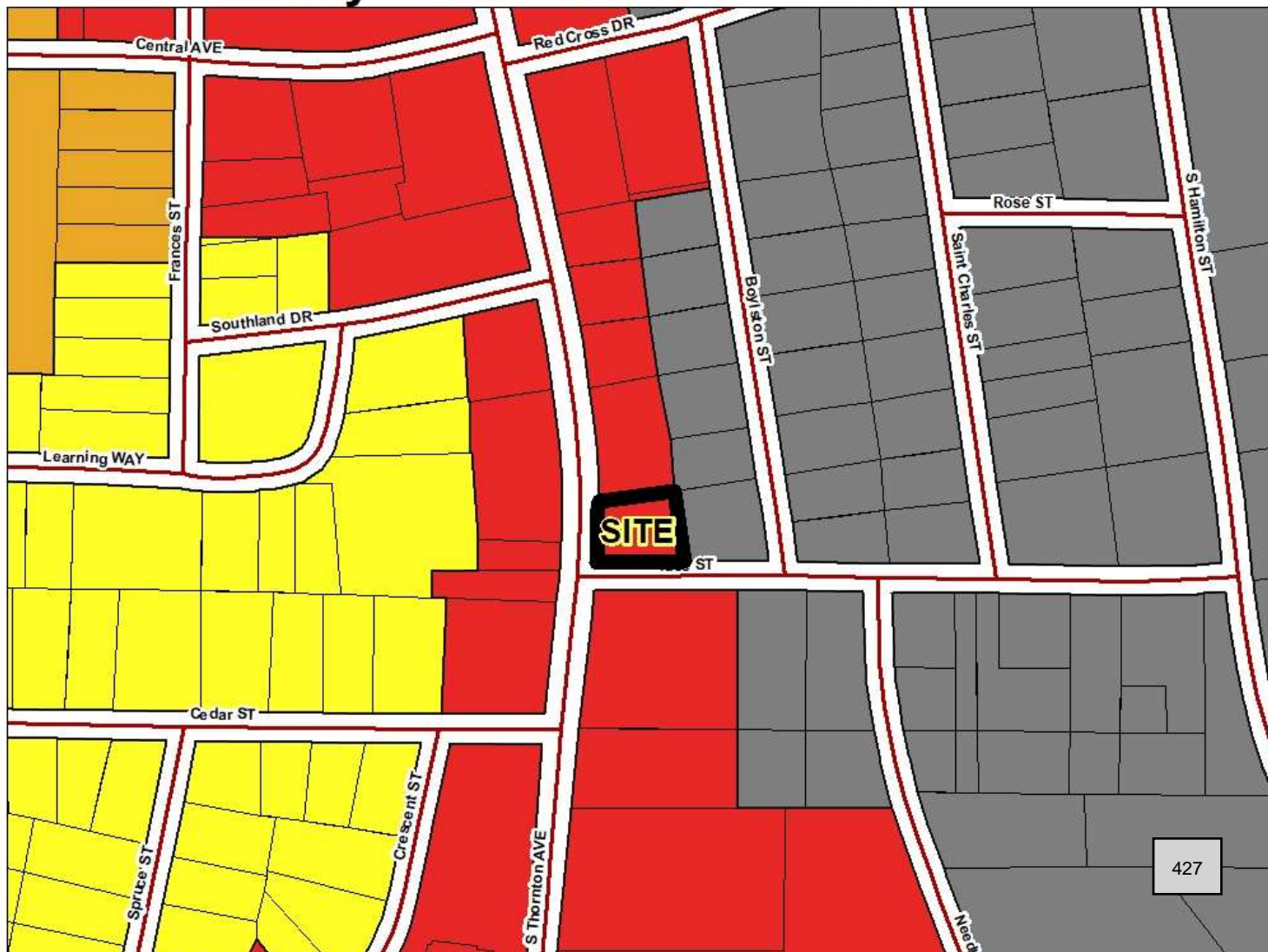
Loredo Rezoning Request C-4, Transitional Commercial to C-1A, Limited Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Suburban Neighborhood
-  Town Neighborhood

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/4/2023

Agenda Item: **The request of Royal Oak Community, Ltd. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 15.21 acres located at 1220 Broadrick Drive, Dalton, Georgia. Parcel (12-183-04-023)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-38

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From High Density Residential (R-7) To General Commercial (C-2) Being A Tract of Land Totaling 15.21 Acres Located at 1220 Broadrick Drive., Dalton, Georgia (Parcel No. 12-183-04-023); To Provide An Effective Date; And For Other Purposes

WHEREAS, Royal Oak Community Ltd, (Owner) has filed an application with the City to rezone property located at 1220 Broadrick Drive (Parcel No. 12-183-04-023);

WHEREAS, the Property is currently zoned High Density Residential (R-7);

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial (C-2);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-2 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 1220 Broadrick Drive identified as Parcel No. 12-183-04-023 is hereby rezoned from High Density Residential (R-7) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on November 27, 2023 and a second reading on _____ . Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

12-183-04-023

FOR OFFICE USE ONLY: DATE RECEIVED: 9/28/2023

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

APPLICATION FOR AMENDMENT OF THE UNIFIED ZONING ORDINANCE/MAP

Dalton: X Varnell: Whitfield Co: _____

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

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Royal Oak Community, Ltd. Telephone: 706.272.6173

Mailing Address: PO Box 1168, Dalton, GA 30722

Email: TODDHARRISON@HHCS.org

Address of Property to be Rezoned: 1 Parcel attached hereto

Amendment to: Zoning Map X Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: One Parcels 15.21 acres; _____ square feet

Existing Zone Classification: R-7, High Density Residential

Proposed Zone Classification: C-2, General Commercial

Present Use of Property: Hospital/Medical Offices

Proposed Use of Property: Hospital/Medical Offices

If multi-family, total number of units: _____ Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

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

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

I hereby certify that the above information is true and correct.

Signed: By: [Signature] Royal Oak Community Ltd. Date: 09-19-2023

1220 Brroadrick Drive

12-183-04-023	R-7	15.21
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VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

Properties owned by Royal Oak Community, Ltd. including parcel 12-183-04-023

I appoint J. Tom Minor, IV
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

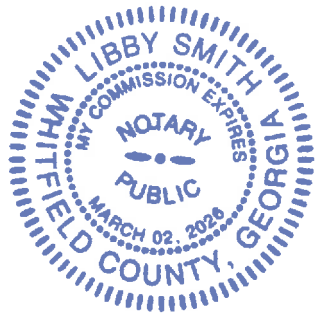
Royal Oak Community, Ltd.

By: [Signature]
Owner

Sworn to and subscribed
before me, this 19th day
of September, 2023

[Signature]
Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9 | 19 | 23

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

(yes or no) No.

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

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

(yes or no) No.

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

1

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

2

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

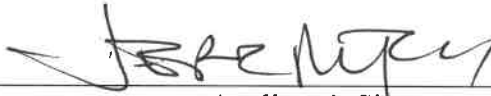
Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) No.

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

Royal Oak Community, Ltd.

By: 
Applicant's Signature

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

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

Date of Rezoning Application: 9/19/23

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No.

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19th day of September, 2023.

Royal Oak Community, Ltd.

By: [Signature]

Applicant's Signature

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

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

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 28, 2023

SUBJECT: The request of Royal Oak Community, Ltd. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 15.21 acres located at 1220 Broadrick Drive, Dalton, Georgia. Parcel (12-183-04-023)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor, the petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Tom Minor confirmed the staff analysis noting the petitioner intends to have a consistent and conforming zone district for all their combined properties.

With no other comments heard for or against, this hearing closed at approximately 7:05 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **David Pennington then made a motion to recommend approval of the C-2 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Royal Oak Community Ltd. is seeking to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land (parcel 12-183-04-023) containing a total of 15.21-acres located along the east R/W of Broadrick Drive. The subject property is developed with a congregate personal care home: The petitioner's request is to ensure conformity of their various medical offices, and hospital facilities in regard to the Unified Zoning Ordinance. Currently, hospitals, health and medical institutions are not permitted in the C-1 zone district. While the subject property is currently in a conforming status, the Royal Oak Ltd. Is an affiliate of the Hamilton Medical Center, and the petitioner is requesting to have all of their campus in a contiguous conforming zone district. The requested C-2 rezoning would ensure zoning conformity of all the petitioner's collective properties.

The surrounding uses and zoning are C-1 to the north, east, and west. R-7 can be seen adjacent to the south.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

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.

The subject property is currently zoned R-7. The subject property is bounded on three of its property boundaries by the C-1 zone district. It is worth stating here that the Hamilton Medical Center and its affiliate properties abut the subject property along nearly all of the subject property, and Hamilton Medical Center is requesting a C-2 rezoning of these adjacent tracts concurrent to this rezoning. This rezoning would allow the subject property to remain in conforming status while being consistent with the rest of the Hamilton Medical Center's collective campus.

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

The proposed C-2 rezoning would certainly increase the opportunity for more intensive commercial uses, but the subject property has been developed as a congregate personal care home for a number of years. All but a single tract of land is associated with the Hamilton Medical Center. The other adjacent tract of land, not affiliated with Hamilton Medical Center, is both zoned and developed for commercial use as well.

(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.

This rezoning would allow the subject property to remain in conforming status while being consistent with the rest of the Hamilton Medical Center's collective campus. Staff do not

identify any hardship given the current conforming status of the subject property.

(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.

N/A

(E) Whether the proposed (C-2) 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.

Based on the existing commercial zoning and development of this area, the requested rezoning would have minimal potential impact on public utilities and services. This area is heavily served by public water and sewer as well as direct or proximate access to an arterial corridor (N. Thornton Ave.).

(F) Whether the property sought to be rezoned (or 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 subject property is within the Medical District character area on the Future Development Map in the Joint Comprehensive Plan. The Medical District character area is intended to represent commercial and residential development surrounding and including the Hamilton Medical Center hospital. There would be no conflict with the Joint Comprehensive Plan if the requested C-2 rezoning is approved.

(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.

The proposed C-2 rezoning would not be considered a spot zone based on the majority of adjacent commercial zoning and development.

(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.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the

subject property based on the following factors:

1. The requested C-2 zone district would allow for the subject property to be in consistent conforming status as part of the collective Hamilton Medical Center campus.
2. The existing commercial development pattern and zoning do not suggest that the increase in permissible commercial use or development would have a negative impact on the values of adjacent and nearby properties.
3. The requested C-2 zone district would not be in conflict with the Joint Comprehensive Plan or its Future Development map based on the subject property being within the Medical District character area. The existing zoning and development of this area fit the intent of the Medical District character area.

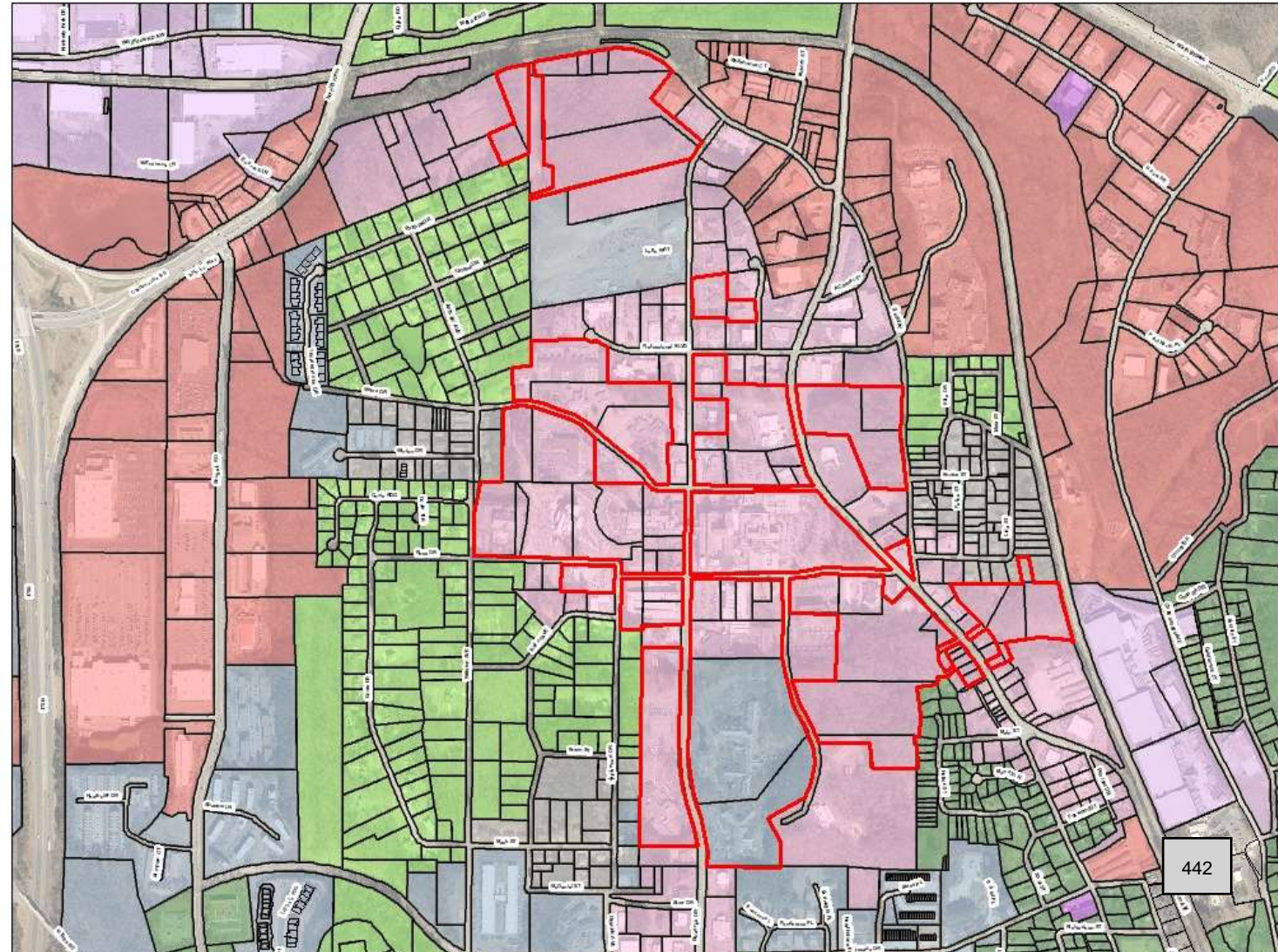
Hamilton Rezoning Request

C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial



ZONING	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	High Density Residential (R-7) Cond
	Neighborhood Commercial (C-1)
	General Commercial (C-2)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

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Hamilton Rezoning Request

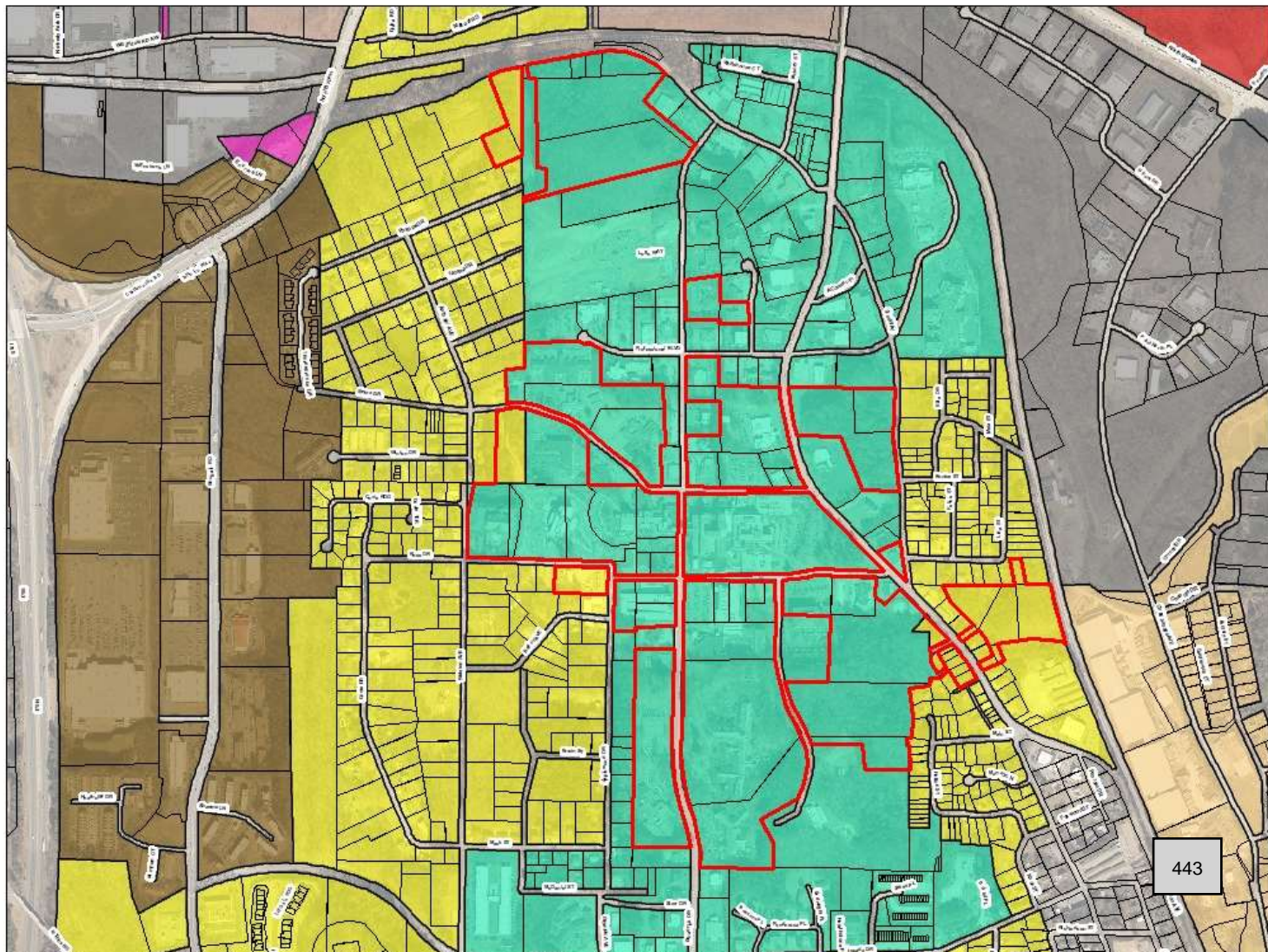
C-1, Neighborhood Commercial/R-7, High Density Residential to C-2, General Commercial

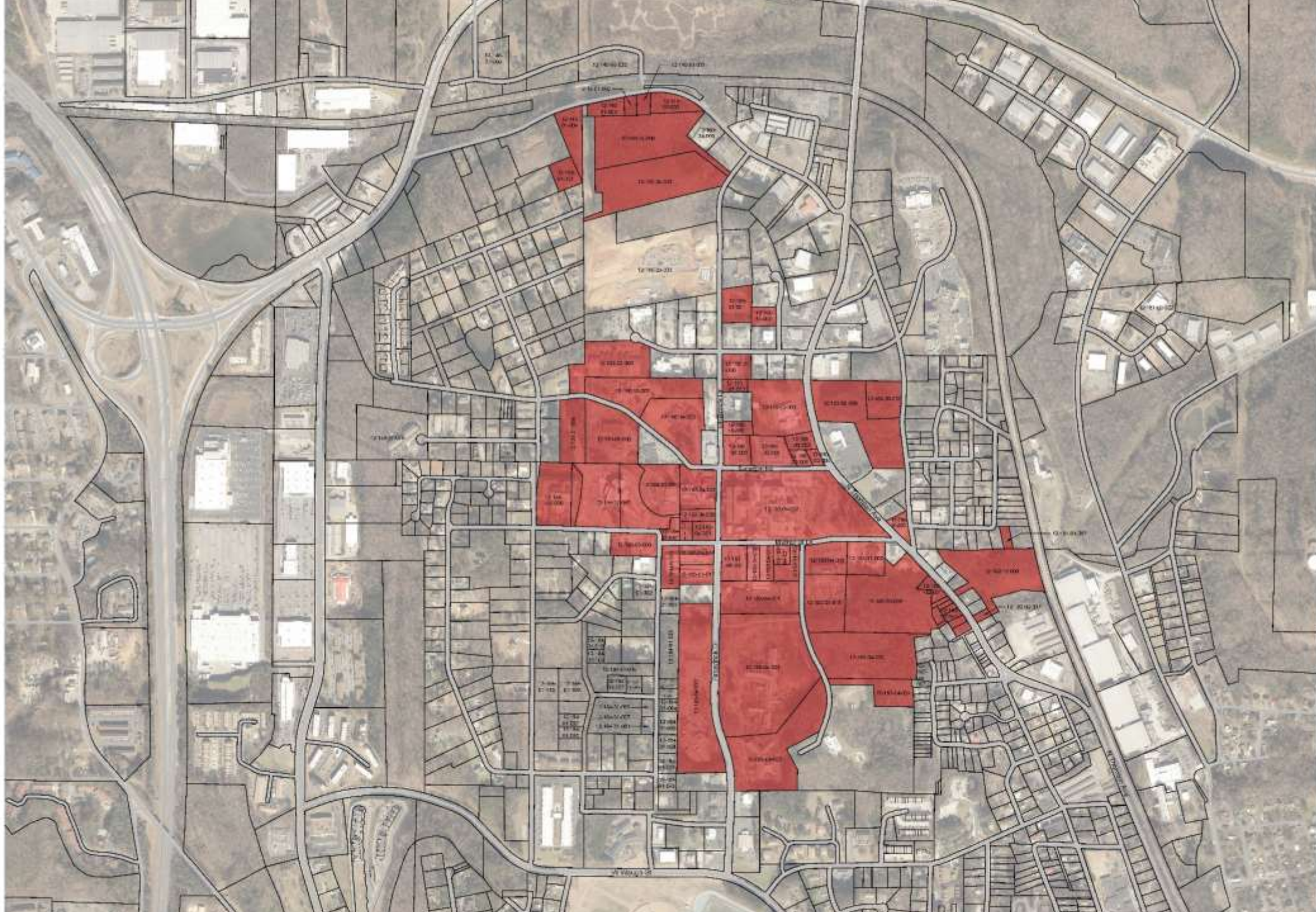


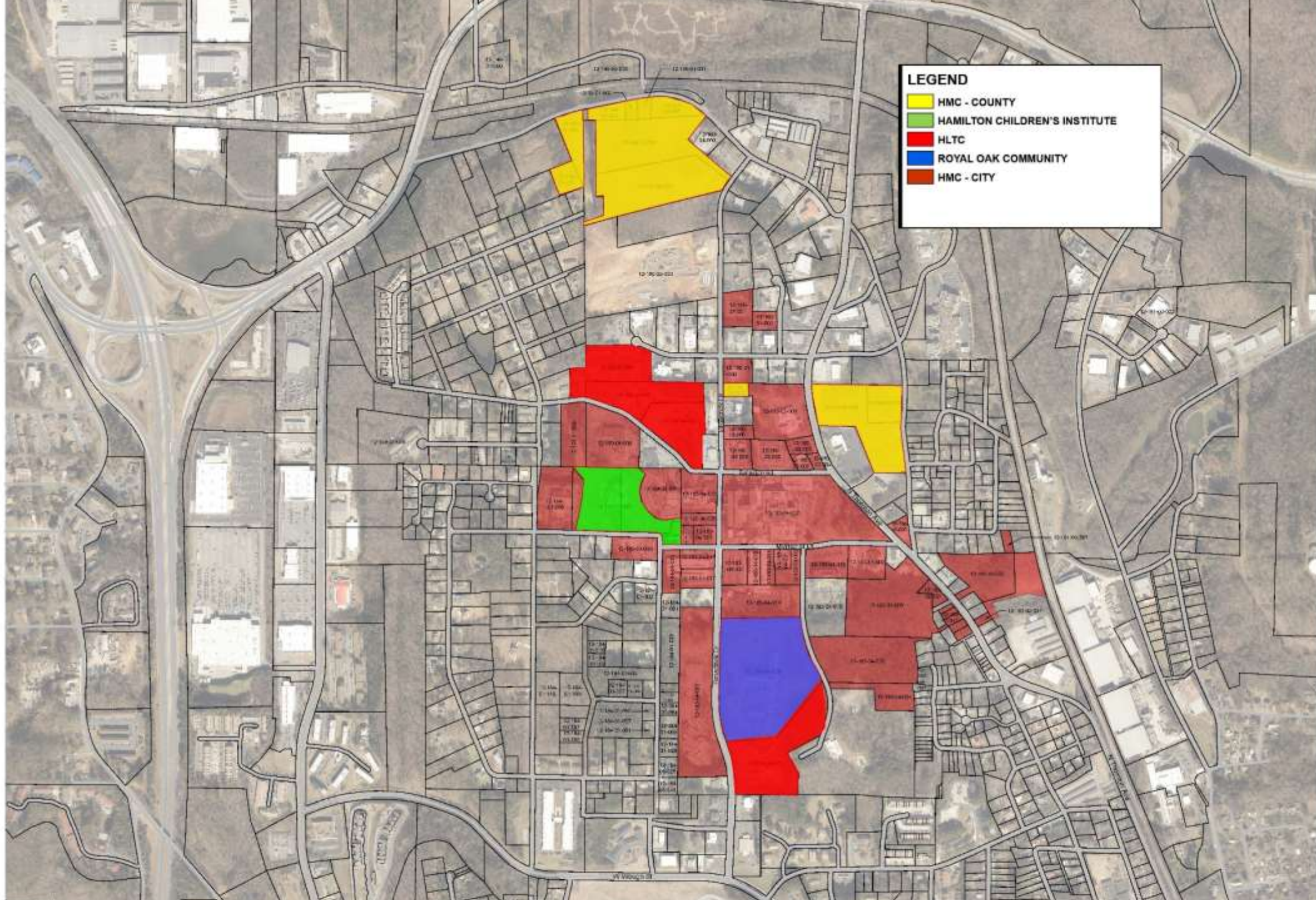
FUTURE DEVELOPMENT MAP

- Commercial Corridor
- Emerging Suburban and Exurban Areas
- Industrial
- Interchange
- Medical District
- Regional Activity Center
- Suburban Neighborhood
- Town Neighborhood Revitalization

FEET
1,000







LEGEND

- HMC - COUNTY
- HAMILTON CHILDREN'S INSTITUTE
- HLTC
- ROYAL OAK COMMUNITY
- HMC - CITY