



**MAYOR AND COUNCIL MEETING  
MONDAY, AUGUST 16, 2021  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Proclamation:**

1. Constitution Week - September 17-23, 2021 - Kathryn Sellers & Dell Bailey, DAR

**Minutes:**

2. Mayor and Council Minutes of August 2, 2021

**Unfinished Business:**

3. Ordinance 21-13 Second Reading of the Unified Zoning Ordinance- Proposed Text Amendments for Accessory Structures, Townhouses, Procedures regarding rezoning withdrawals, Small Animals, and Microbreweries

**New Business:**

4. Ordinance 21-14 The request of Walter Benitez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.23 acres located at 1120 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-018)
5. Ordinance 21-15 The request of Fernando Montoya to rezone from Medium Density Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 236 Mountain View Drive, Dalton, Georgia. Parcel (12-216-02-039)
6. Ordinance 21-16 The request of ECM (Crawford McDonald) to rezone from General Commercial (C-2) to High Density Residential (R-7) a tract of land totaling 0.74 acres located at 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000)
7. Ordinance 21-17 The request of Brian Anthony Santos to annex 0.17 acres located at 1226 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-056)
8. Intergovernmental Agreement Between the City of Dalton and Dalton Public Schools for Improvement of Public Facilities for Community Complex Soccer Fields & Joint Use

MAYOR AND COUNCIL MEETING AGENDA  
AUGUST 16, 2021

- [9.](#) Professional Services Agreement with Lowery & Associates Land Surveying, LLC for Topographic Survey at City Hall and Tyler Street Crossing
- [10.](#) General Construction Agreement with Signature Tennis Courts for Resurfacing 10 Tennis Courts at Lakeshore Park
- [11.](#) Ratification of Professional Services Agreement with the Mercer Group for Recreation Director Search
- [12.](#) Adoption of the 2021 Millage Rate at the Rollback Rate of 2.208 Mills
13. Executive Session - Potential Litigation

**Supplemental Business**

**Announcements**

**Adjournment**

# PROCLAMATION



## **“CONSTITUTION WEEK”** SEPTEMBER 17 - 23, 2021

**WHEREAS**, September 17, 2021 marks the 234<sup>th</sup> anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 - 23 as Constitution Week.

**NOW, THEREFORE, BE IT RESOLVED**, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim the week of September 17 – 23, 2021 as **“CONSTITUTION WEEK”** and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

*In witness whereof, I have hereunto set my hand  
and caused the seal of this city to be affixed.*

Mayor \_\_\_\_\_

Date \_\_\_\_\_ August 16, 2021

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
AUGUST 2, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney Terry Miller.

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council Agenda dated August 2, 2021 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of July 19, 2021.

On the motion of Council member Crews, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

NOTICE OF MUNICIPAL GENERAL ELECTION TO THE QUALIFIED VOTERS OF THE CITY OF DALTON

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the Notice of Municipal General and Special Election to be held November 2, 2021 to elect (3) Councilmembers. Councilmember Ward 1, Councilmember Ward 2 and Councilmember Ward 4 & Board of Education positions currently held by Matt Evans, and Palmer Griffin. The vote was unanimous in favor.

Note: Qualifying for these offices will be held at the City of Dalton, City Clerk's Office beginning Monday, August 16, 2021 through Friday, August 20, 2021 from 8:30 a.m. to 4:30 p.m.



NEW 2021 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Harlan, second Council member Goodlett, the following New 2021 Alcohol Beverage Applications were approved:

(6) 2021 ALCOHOL APPLICATIONS

1. Business Owner: VIP Friends, Inc.  
d/b/a: VIP Tobacco Mart  
Applicant: Ashit Suhilkumar Kadaki  
Business Address: 785 Shugart Rd. Suite 4  
License Type: Package Beer (Retail Package Store)  
Disposition: **New**
2. Business Owner: Valley K Services, LLC  
d/b/a: Royal Vape  
Applicant: Umar Sheikh  
Business Address: 920 Market St. Suite F & E  
License Type: Package Beer, Package Wine (Retail Package Store)  
Disposition: **New**
3. Business Owner: Chihuahua Mexican Food, LLC  
d/b/a: Chihuahua Mexican Food  
Applicant: Rosa D. Jimenez  
Business Address: 314 North Glenwood Ave. Suite 1  
License Type: Pouring Beer, Pouring Liquor (Restaurant)  
Disposition: **New**
4. Business Owner: 706 Empire, LLC  
d/b/a: High Roller Lounge  
Applicant: Alvaro Acosta  
Business Address: 251 N. Hamilton St.  
License Type: Pouring Beer (Lounge / Pub)  
Disposition: **New**
5. Business Owner: Jaynil Maharshi, LLC  
d/b/a: Market Place  
Applicant: Bhavana S. Patel  
Business Address: 1001 Market St. Suite 23  
License Type: Pouring Beer, Pouring Wine (Amusement Arcade)  
Disposition: **New**
6. Business Owner: CMI Designs, Inc.  
d/b/a: CMI Designs, Inc.  
Applicant: Courtney Myers  
Business Address: 921 S. Thornton Ave.  
License Type: Package Wine, Pouring Wine (Retail Package Store)  
Disposition: **New**

The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH NORTHWEST GEORGIA PAVING, INC. FOR RESURFACING PROJECT OF VARIOUS CITY STREETS

The Mayor and Council reviewed the Contract for Services with Northwest Georgia Paving, Inc. for the 2021 LMIG Milling and Resurfacing Project of Various City Streets in the amount of \$1,479,477.75; to be paid from the 2015 & 2020 SPLOST and GDOT LMIG. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the contract. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH GEO-HYDRO ENGINEERS, INC.

The Mayor and Council reviewed the Professional Services Agreement with Geo-Hydro Engineers, Inc. for Geotechnical Services at West Hill Cemetery to complete the geotechnical engineering services for the proposed Stormwater improvement at West Hill cemetery in the amount of \$3400.00. On the motion of Council member Crews, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ASSOCIATES LAND SURVEYING, LLC.

The Mayor and Council reviewed the Professional Services Agreement with Lewis & Associates Land Surveying, LLC for Topographic Survey at West Hill Cemetery to complete the survey work for West Hill Cemetery for a topographical survey in the amount of \$3800.00. On the motion of Council member Harlan, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

WORK REQUEST AUTHORIZATION WITH PONT ENGINEERING

The Mayor and Council reviewed the Work Request Authorization with Pont Engineering to Develop Repair Plans for Underwood Street Bridge over Mill Creek in the amount of \$25,000, to be paid from the 2015 SPLOST. On the motion of Council member Harlan, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

PURCHASE PROPOSAL FROM E-Z-GO

The Mayor and Council reviewed the Purchase Proposal from E-Z-GO for 65 Golf Carts for Nob North Golf Course in the amount of \$490,105.84. On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council approved the Purchase Proposal. The vote was unanimous in favor.

REAPPOINTMENT - PLANNING & ZONING COMMISSION

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council reappointed Jim Lidderdale and Jody McClurg to the Planning & Zoning Commission for a term to expire August 2, 2025. The vote was unanimous in favor.

ANNOUNCEMENT

Mayor Pennington invited everyone to City Administrator Jason Parker's retirement party to be held at City Hall on August 12, 2021 from 11:00 to 2:00 p.m.

Mayor and Council  
Minutes  
Page 3  
August 2, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was  
Adjourned at 6:11 p.m.

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Bernadette Chattam  
City Clerk

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David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** **Second Reading of the Unified Zoning Ordinance-  
Proposed Text Amendments for Accessory Structures,  
Townhouses, Procedures regarding rezoning withdrawals,  
Small Animals, and Microbreweries**

**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 the attached staff analysis.

# ORDINANCE OF THE CITY OF DALTON AMENDING THE UNIFIED ZONING ORDINANCE

## Ordinance 21-13

**WHEREAS**, the City of Dalton adopted the *Unified Zoning Ordinance* on or about August 15, 2015; and

**WHEREAS**, the Mayor and Council of the City of Dalton has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

**WHEREAS**, the Mayor and Council of the City of Dalton finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

**WHEREAS**, it is the desire of the Mayor and Council of the City of Dalton to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell*; and

**WHEREAS**, it is the belief of the Mayor and Council of the City of Dalton that in so doing, it protects the health, welfare, and safety of the public;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council that the *Unified Zoning Ordinance*, otherwise known as **Appendix A** of the Revised Code of Ordinances of the City of Dalton, Georgia, be amended by adding a new definition for “Small Animals”; by amending the definition of “Townhouse”; by amending the description of zoning districts GA, SA, and R-5 to add a statement wherein under certain conditions, a person may be permitted to store commercial tools, vehicles, and equipment at their residence; to repeal Section 4-6-10 and replace therewith a new Section 4-6-10; to repeal Section 4-6-17 and replace therewith a new Section 4-6-17; by amending Section 1-8.3 of the City of Dalton Zoning Procedures and Standards to not allow the withdrawal of an application for zoning amendment or conditional use once the Planning Commission opens and conducts the public hearing; and for other purposes.

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Insert alphabetically a new definition for “Small Animals” as follows:

***Small Animals.** Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.*

2. Delete the definition of “Townhouse” in its entirety and, in lieu thereof, insert alphabetically therein a new definition for “Townhouse (Row House,)” as follows:

***Townhouse (Row House)** A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly.*

3. Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each

applicable section:

*Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.*

4. Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

*4-6-10 Accessory Structures.*

- (a) Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.*
- (b) Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:*
  - (1) The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.*
  - (2) The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.*
  - (3) The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.*
  - (4) There shall be no business invitees or customers upon the residential property for business purposes.*
  - (5) No more than two (2) commercially licensed or titled vehicles weighing not more than ten thousand pounds US (14,000 lbs.) gross vehicle weight (GVW) each shall be stored on site.*
  - (6) Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.*

5. Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

*4-6-17 Animals.*

- (a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.
  - (b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:
    - (1) *Condition, size.* All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.
    - (2) *Location.* Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:
      - i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
      - ii. Distance from owner's dwelling, five (5) feet.
    - (3) *Maximum number.* The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:
      - i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
      - ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.
6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of the City of Dalton by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:

#### **SECTION 1-7.9**

*When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in*

*conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.*

7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries also in the M-1 and M-2 zone districts.
8. These amendments shall become effective following enactment by the Mayor and Council of the City of Dalton and its publication in two (2) public places in the City of Dalton for five (5) consecutive days following passage of same, the public health, safety, and welfare requiring it.
9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
10. It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

ADOPTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance DOES/DOES NOT pass.

CITY OF DALTON

By: \_\_\_\_\_  
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



**STAFF ANALYSIS**  
**TEXT AMENDMENTS FOR**  
***UNIFIED ZONING ORDINANCE***

**June 2021**

*The Unified Zoning Ordinance was adopted by Dalton, Varnell, and Whitfield County in July and August of 2015. Since that time the staff, who works to administer the Ordinance on a daily basis, identified needed corrections or clarifications, and identified oversights, all for the purpose of improving the context and readability of the zoning text.*

*The resulting text changes, as proposed, are listed in excerpts (attached) that proposes the corrected text or new zoning. The legal advertisement ran on Friday, April 30, 2021; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at Varnell and Dalton City Halls as of Monday May 10, 2021.*

**Proposed Text Amendments:** The proposed text amendments are listed as they appear within the UZO's current text. It remains possible that more amendments may be found, and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process. Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

***Staff Recommendation:*** *The proposed text amendments are recommended for adoption to modify the ordinance text to provide for updated definitions, as well as to allow more reasonable accommodations for certain uses more specifically described below:*

**1. Insert alphabetically a new definition for "Small Animals" as follows:**

***Small Animals.*** Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.

**2. Delete the definition of "Townhouse" in its entirety and, in lieu thereof, insert alphabetically therein a new definition for "Townhouse (Row House,)" as follows:**

**Townhouse (Row House)** A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly. *This change in definitions is prompted by a change*

*in the building/fire code regarding townhouses which removes the previous requirement of a firewall extending above the roofline.*

**3.** Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each applicable section:

Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.

**4.** Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

**4-6-10 Accessory Structures.**

(a) Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.

(b) Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:

(1) The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.

(2) The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.

(3) The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.

(4) There shall be no business invitees or customers upon the residential property for business purposes.

(5) No more than two (2) commercially licensed or titled vehicles weighing not more than US 14,000 lbs. pounds gross vehicle weight (GVW) each shall be stored on site.

(6) Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.

**5.** Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

**4-6-17 Animals.**

(a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no

more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.

(b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:

(1) Condition, size. All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.

(2) Location. Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:

- i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
- ii. Distance from owner's dwelling, five (5) feet.

(3) Maximum number. The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:

- i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
- ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.

**6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of Whitfield County, Georgia by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:**

**SECTION 1-7.9**

When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.

**7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries in the M-1 and M-2 zone districts.** Currently these uses are permitted within both Dalton and Varnell in the C-2, C-3, C-4, and MU zone districts.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** **The request of Walter Benitez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.23 acres located at 1120 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-018)**

**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 the attached staff analysis.

CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-14

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Medium-Density Residential (R-3) Being A Tract of Land Totaling 0.23 Acre Located 1120 Riverbend Drive (Parcel Nos. 12-255-03-018); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Walter Benitez (Owner) has filed an application with the City to rezone property located at 1120 Riverbend Drive (Parcel Nos. 12-255-03-018);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium-Density Residential R-3;

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 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 July 26, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-3;

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 1120 Riverbend Drive identified as Parcel No. 12-255-03-018 is hereby rezoned from Heavy Manufacturing (M-2) to Medium-Density Residential (R-3).

-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 on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Alderman \_\_\_\_\_, second by Alderman \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

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

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** July 27, 2021

**SUBJECT: The request of Walter Benitez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.23 acres located at 1120 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-018)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 26, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Walter Benitez.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-3 rezoning. There were no further questions for Calhoun.

Walter Benitez stated that he needs to refinance the home and that the bank would require a conforming zone district prior to lending.

With no other comments heard for or against, this hearing closed at approximately 6:36pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **David Pennington then made a motion to recommend the R-3 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 5-0.**



**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Walter Benitez is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium-Density Residential (R-3) (parcel 12-255-03-018) containing a total of 0.23-acre located at 1120 Riverbend Drive. The tract is currently developed with an aging duplex dwelling. The rezoning request to (R-3) is sought to serve the purpose of allowing the petitioner to utilize the property for residential purpose rather than manufacturing:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land across Riverbend Dr. that contains a single-family detached dwelling and is zoned M-2; 2) to the east, there is a small tract of land containing another single-family detached dwelling zoned M-2; 3) to the south, is a large tract containing an occupied industrial building; 4) To the west, is another small tract containing a single-family detached dwelling zoned M-2.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad July 9, 2021 (16 days notice) 2. Property posted July 9, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request:  <b>100-year flood plain</b> <b>Site Plan</b> (none required) <b>Buffer Zones</b> (none required) <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The area surrounding the subject property is one of great diversity from a land use perspective. In this area there is a mix of single-family, multi-family, commercial, and manufacturing zoning and land use. The subject property is entirely surrounded by the M-2 zone district, but the existing development surrounding the subject property is almost entirely residential. There is no practical use for the subject property as it is currently zoned based on the limiting factor of its size. While a duplex dwelling is not a permitted use in the R-3 zone district, the proposed rezoning would be a great improvement to this area. The existing duplex would be permitted to continue existing as a non-conforming use within the parameters specified in the UZO.

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

By rezoning the subject property to R-3, the existing residential properties along Riverbend Dr. would benefit rather than suffer adverse impact. The proposed rezoning would create more conformity on the subject property and this neighborhood than exists as currently zoned.

**(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.**

As previously stated, the subject property is in no way suited for heavy manufacturing development, and it is highly unlikely that a developer would purchase enough of the residential tracts in this area to redevelop industrially. The R-3 zone district would be, as previously stated, a far better fit for 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-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

No impact is expected based upon the existing development character of this area along with the reduction in potential development intensity as compared to the existing M-2 zone district.

**(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 and Future Development Map show the subject property to be within the Town Neighborhood Revitalization character area. This character area is intended to focus on aging neighborhoods within the city that have seen a decline in residential investment and that have been impacted by the encroachment of commercial and industrial developments. The goals for this character area are to restore the residential integrity to these areas by phasing out the aging commercial and industrial developments. With that being said, however, one of the primary land uses recommended for this character area is neighborhood commercial.

Essentially, low-intensity commercial land uses aimed at serving neighborhoods are not in conflict with this character area, and therefore, the requested C-1 rezoning would not be in conflict with the Comprehensive Plan and Future Development Map.

**(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.**

While the proposed rezoning would, if approved, create an island of R-3 surrounded by M-2, this would not be considered “spot zoning” since the rezoning is one of a far lesser intensity than the area surrounding it. It is also worth restating that the majority of adjacent properties have been developed for residential land use for many years.

**(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 recommend the subject property be rezoned R-3 based on the following factors:

1. The R-3 rezoning would not be out of the character considering the existing development and zoning in this area.
2. Anticipation for adverse impact to property values surrounding the subject property is not an expected issue based on the existing development in the area and limited single-family detached dwelling development potential in R-3.
3. The requested R-3 rezoning would be an excellent implementation of the intent of the Comprehensive Plan for this area based on the Future Development Map and other factors related to housing and revitalization efforts.

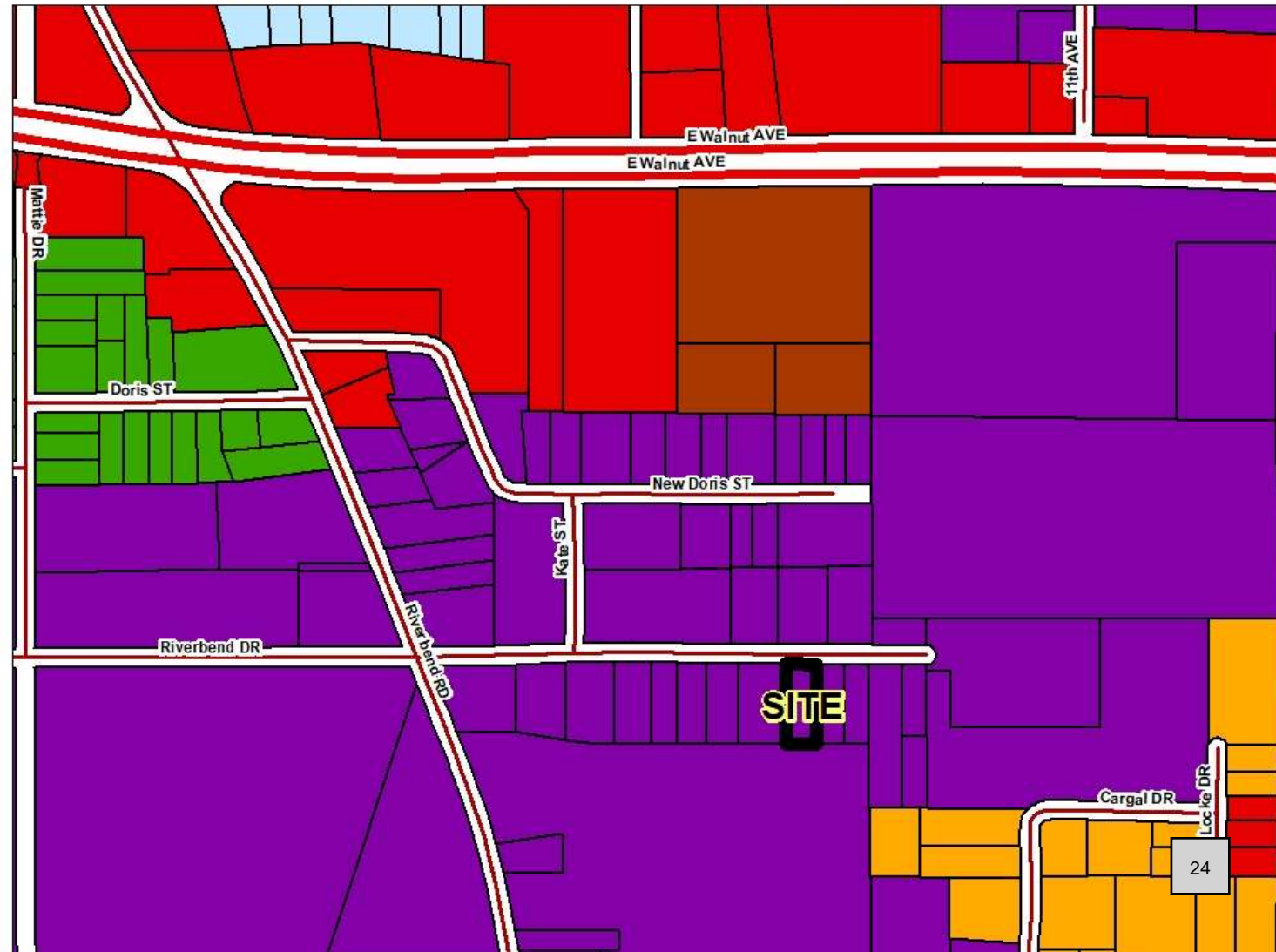
# Benitez Rezoning Request M-2, Heavy Manufacturing to R-3, Medium Density Residential CITY OF DALTON JURISDICTION



## ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  Mixed Use (MU)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

**FEET**  
**300**

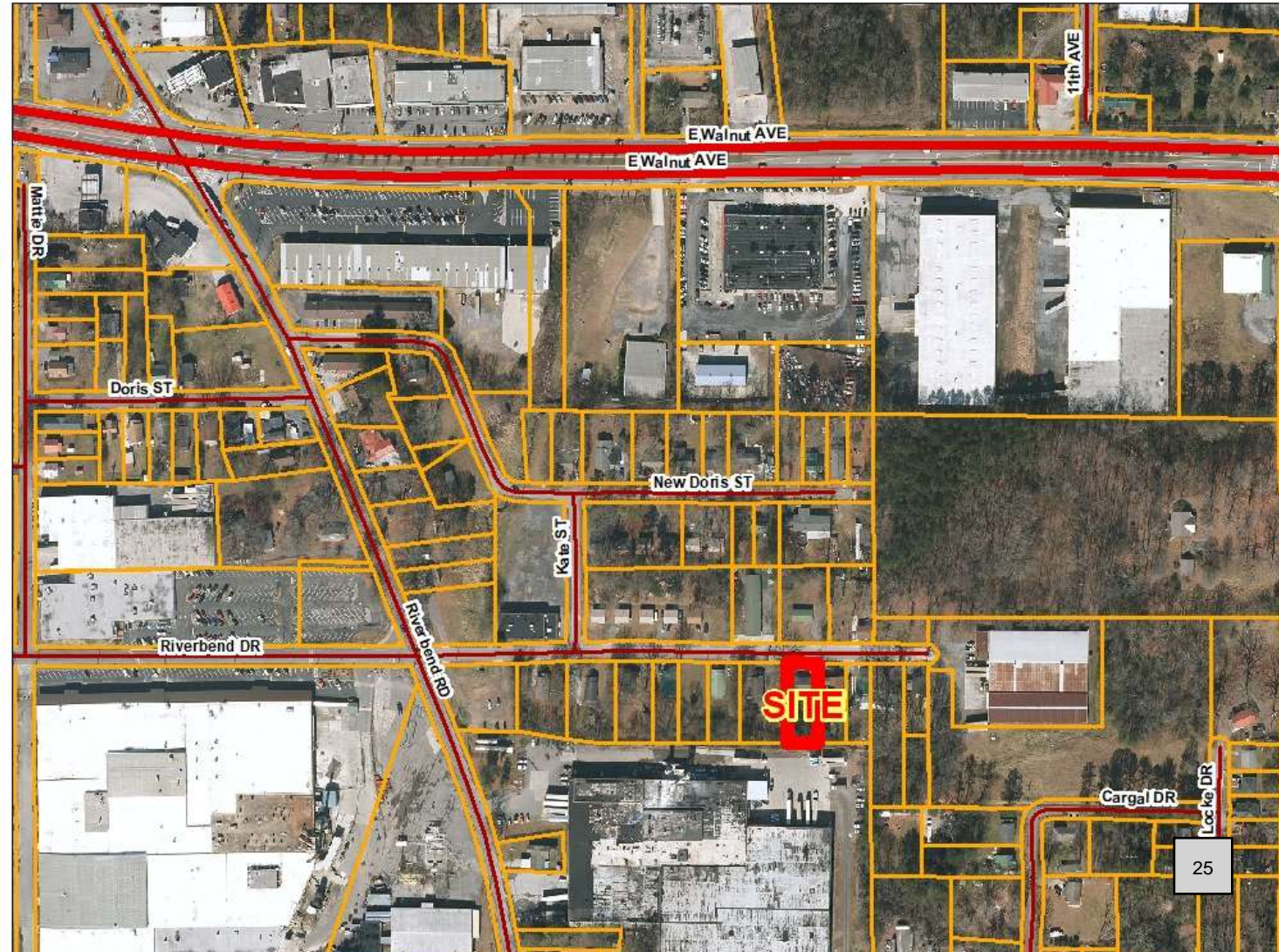






# Benitez Rezoning Request M-2, Heavy Manufacturing to R-3, Medium Density Residential CITY OF DALTON JURISDICTION

**FEET  
300**

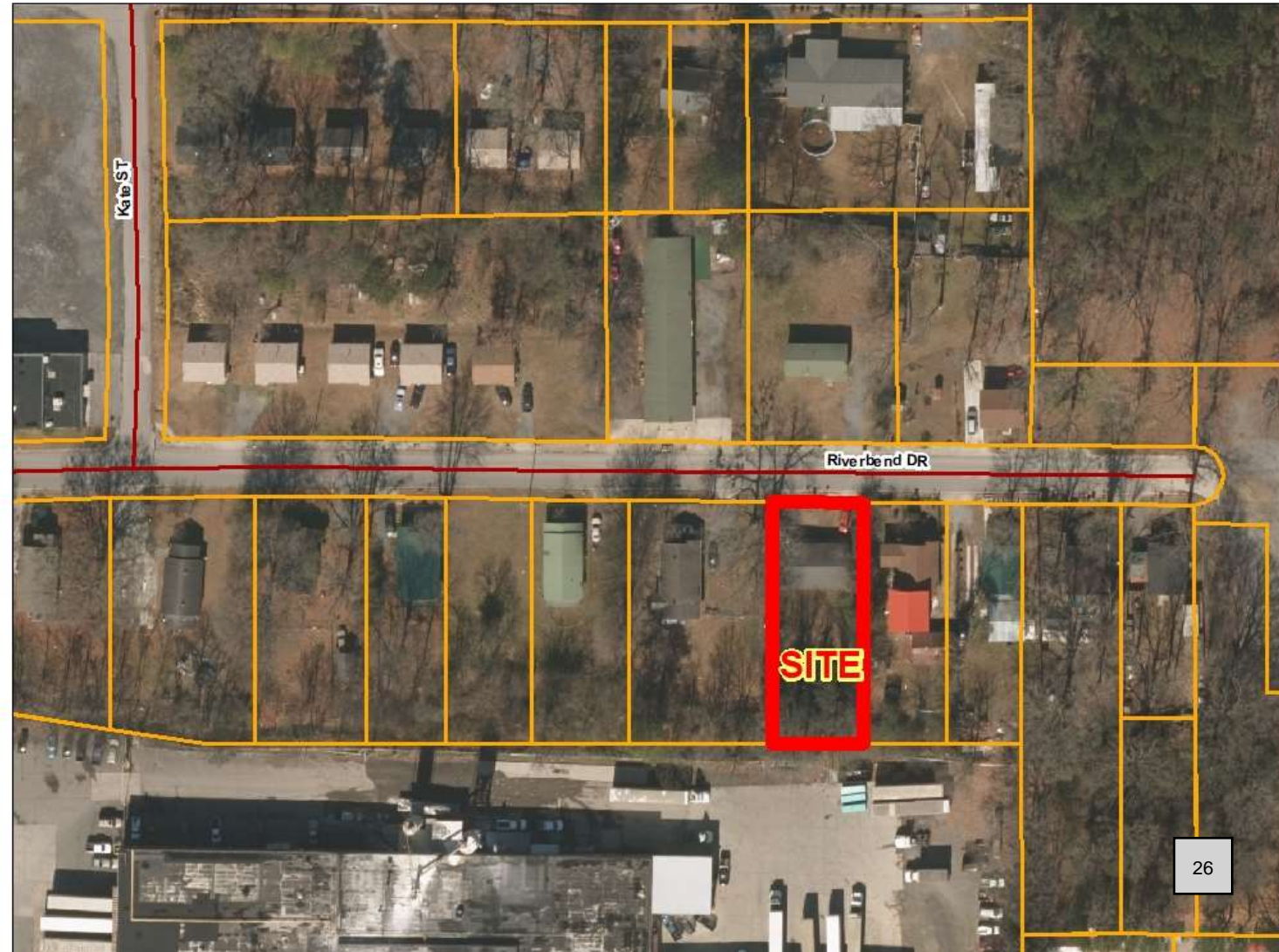






**Benitez Rezoning Request  
M-2, Heavy Manufacturing  
to  
R-3, Medium Density Residential  
CITY OF DALTON JURISDICTION**

**FEET  
100**



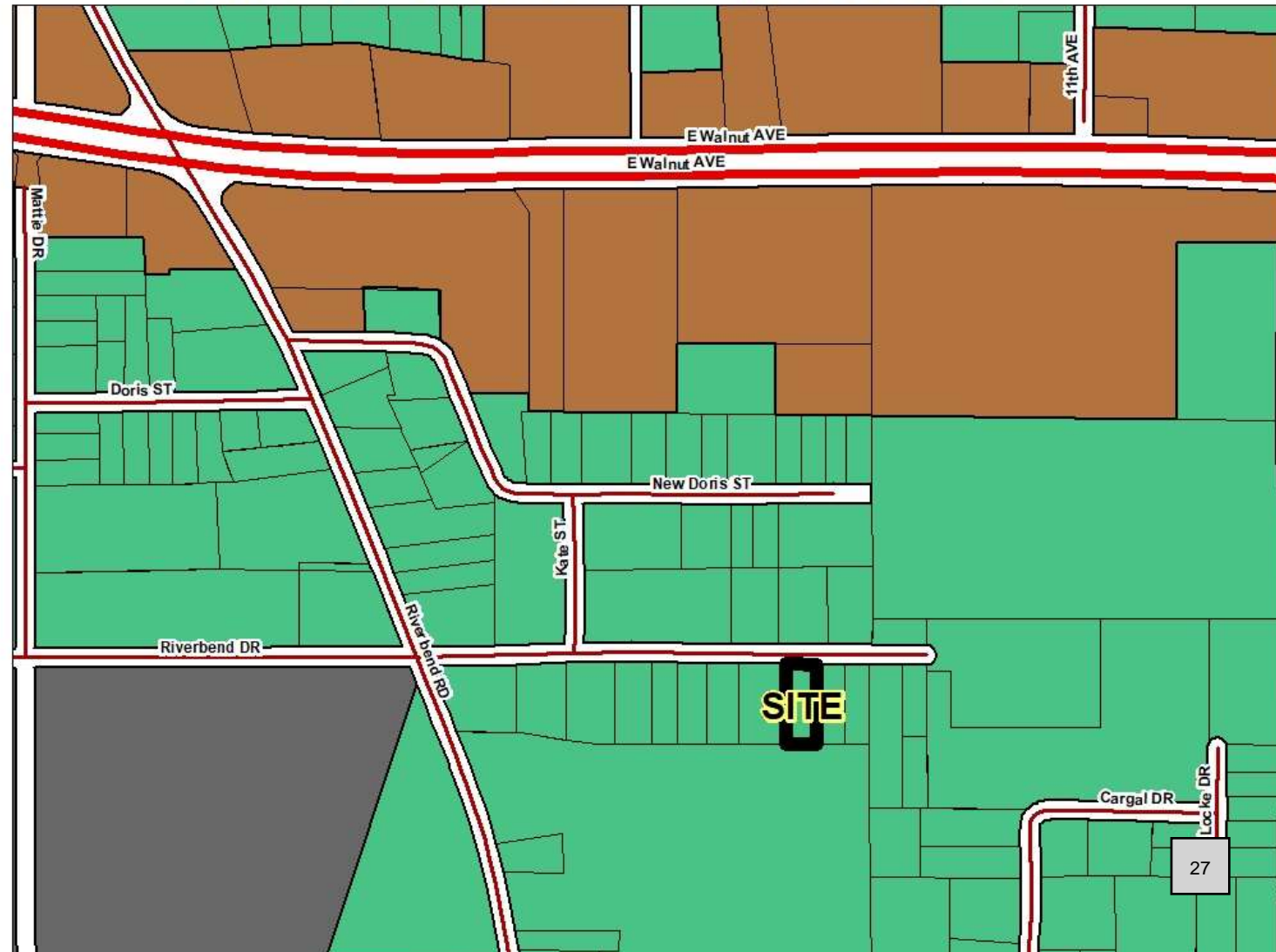
# Benitez Rezoning Request M-2, Heavy Manufacturing to R-3, Medium Density Residential CITY OF DALTON JURISDICTION



## FUTURE DEVELOPMENT MAP

-  Commercial
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**300**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** **The request of Fernando Montoya to rezone from Medium Density Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 236 Mountain View Drive, Dalton, Georgia. Parcel (12-216-02-039)**

**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 the attached staff analysis.



CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-15

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 0.25 Acre Located At 236 Mountain View Drive (Parcel Nos. 12-216-03-039); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Fernando Montoya (Owner) has filed an application with the City to rezone property located at 236 Mountain View Drive (Parcel Nos. 12-216-03-039);

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 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 July 26, 2021 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 236 Mountain View Drive identified as Parcel No. 12-216-03-039 is hereby rezoned from Medium Density Single-Family Residential (R-3) to Rural Residential (R-5).

-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 on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Alderman \_\_\_\_\_, second by Alderman \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

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

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** July 27, 2021

**SUBJECT: The request of Fernando Montoya to rezone from Medium Density Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 236 Mountain View Drive, Dalton, Georgia. Parcel (12-216-02-039)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 26, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Fernando Montoya.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis, which was not in favor of the requested R-5 rezoning. Calhoun was asked by Mr. Shiflett if another solution such as a conditional use permit would be a solution to which Calhoun stated would not work in this case. Mr. DeLay then confirmed with Calhoun that the UZO's definition for a duplex did not seem to line up with the Montoya dwelling since there was no fire wall separating the two units. Both Calhoun and Mr. Smalley pointed out that the issue was more so related to building codes than the zoning code in this case. There were no further questions for Calhoun.

Fernando Montoya stated that he was not aware there were additional permits for kitchens and bathrooms and assumed that his building permit permitted those amenities. Montoya stated that the building inspector told him that he would need to remove the kitchen cabinets and oven/stove connection in order to pass final inspection or to have the subject property rezoned for a duplex. Mr. Barr asked Calhoun if closing the outdoor entrance to the addition would be a solution to which Calhoun stated that the building inspector would have to address that as to whether or not it would be a viable solution.

With no other comments heard for or against, this hearing closed at approximately 6:57pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Scott DeLay then made a motion to recommend a denial of the R-5 rezoning based on his agreement with the content of the staff analysis, but DeLay added that his recommendation included an understanding that staff would work with building inspection to find a reasonable solution for Montoya. David Pennington then seconded the motion and a unanimous recommendation to deny the R-5 rezoning followed, 5-0.**



**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Fernando Montoya is seeking to rezone a tract of land from Medium Density Single-Family Residential (R-3) to Rural Residential (R-5) (parcel 12-216-03-039) containing a total of 0.25-acre located at 236 Mountain View Drive. The tract is currently developed with a single-family detached dwelling. The rezoning request to (R-5) is sought to serve the purpose of allowing the petitioner to complete an addition to the existing dwelling that would change the nature of the dwelling into a duplex:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land across Mountain View Dr. that contains a single-family detached dwelling and is zoned R-3; 2) to the east, there is a small tract of land containing another single-family detached dwelling zoned R-3; 3) to the south, are two tracts of land that each contain a single-family detached dwelling zoned R-3; 4) To the west, are two tracts of land that each contain a single-family detached dwelling zoned R-3.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad July 9, 2021 (16 days notice) 2. Property posted July 9, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request:  <b>100-year flood plain</b>  <b>Site Plan</b> (none required)  <b>Buffer Zones</b> (none required)  <b>Soil Erosion/Sedimentation Plan</b>  <b>Storm Water Requirements</b>		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The area surrounding the subject property is entirely developed for single-family use. There is a well-established R-2 and R-3 zone district throughout this area with no R-5 properties in the area. The only multi-family zoning and development in this area is near the commercial and manufacturing zone district on Goodwill Drive. While the subject property and existing dwelling have the room for an addition, the addition that was constructed on the subject property surpasses the original building permit for additional living area. The building inspector discovered that the addition contains living quarters, laundry, bathroom, kitchen, and an independent entrance from the existing dwelling.

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

By rezoning the subject property to R-5, the proposed duplex would become a conforming structure. The introduction of multi-family within a distinct single-family neighborhood has the potential to compromise the character of the area as a single-family neighborhood. While the proposed use may not create an immediate threat to property values, the long-term effect may be more notable.

**(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, along with the surrounding properties, has existed in a conforming state for quite some time. The need for a "mother-in-law suite" on the subject property could be achieved without rezoning the subject property. For instance, if the addition were to remove the laundry and kitchen areas, the addition would not be considered an independent dwelling unit. This planner believes that removing the kitchen and laundry areas would allow the additional space without the need for a rezoning.

**(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.**

No impact is expected based upon the existing development character of this area and the limiting factor of the subject property's size.

**(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 and Future Development Map show the subject property to be within the Suburban character area. This character area is intended to protect the integrity of the post

WWII style subdivisions throughout Whitfield County. While multi-family and neighborhood commercial uses can sometimes be appropriate within this character area, rezoning and new development should be respectful and reflective of the established land use character of the area. The proposed multi-family character and introduction of the R-5 district would be out of character with 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.**

While this rezoning would not be considered spot zoning, it would introduce an island of R-5 in a well-established single-family area. Creating the proposed island of R-5 could set a precedent for this area that would further compromise the established single-family character of the area.

**(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

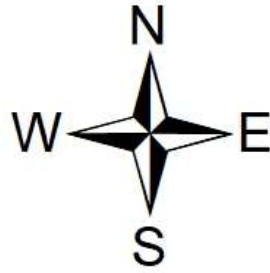
#### **CONCLUSION:**

The staff cannot recommend the subject property be rezoned R-5 based on the following factors:

1. The R-5 rezoning would be out of the character when considering the well-established single-family detached development and zoning in this area.
2. Anticipation for adverse impact to property values surrounding the subject property may arise over time as a long-term result of this rezoning.
3. The requested R-5 rezoning would not be in the intent of the Comprehensive Plan and Future Development Map at this location since the proposed alterations to the existing structure and rezoning would change the established character of the area.



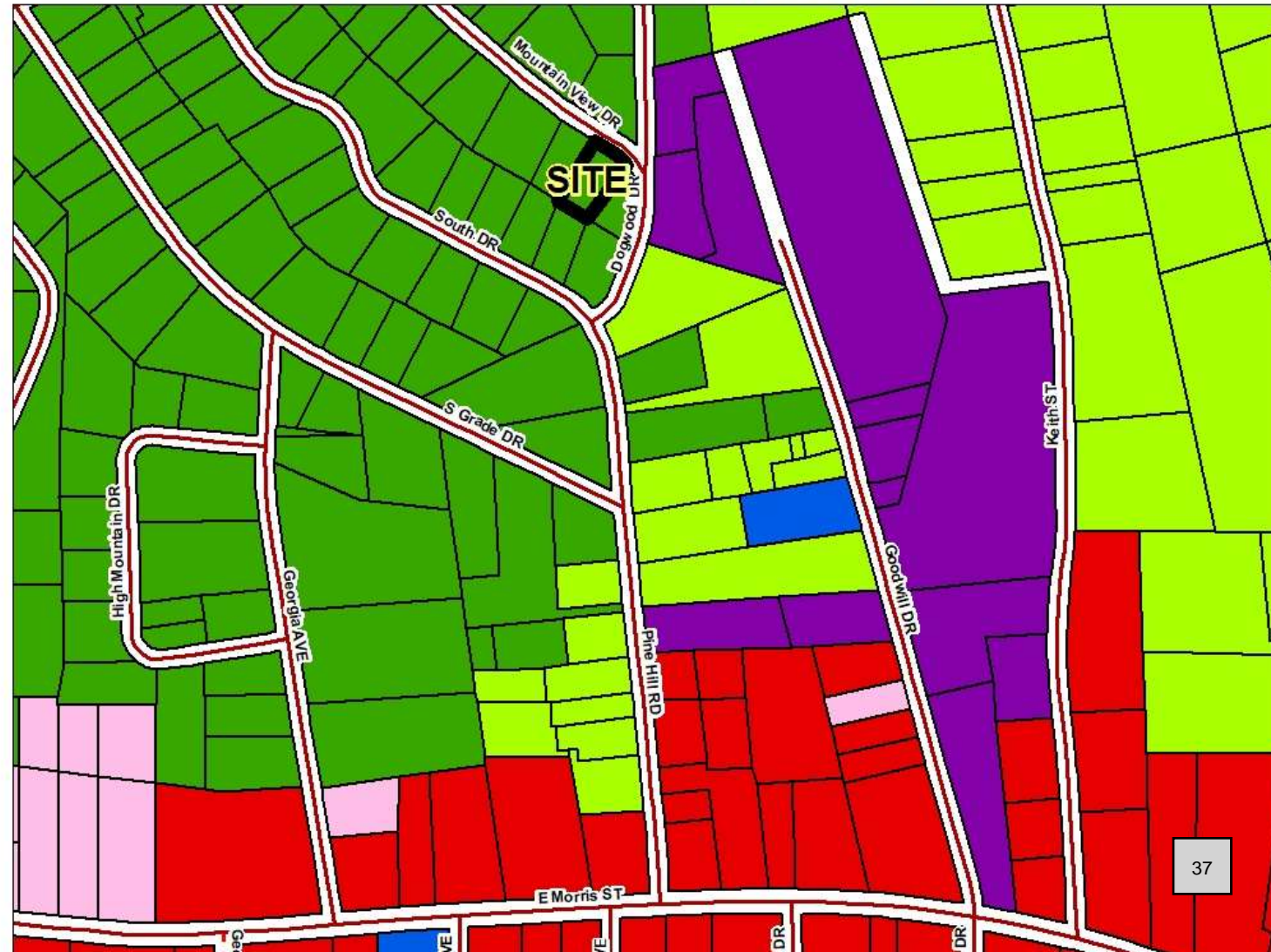
# Montoya Rezoning Request R-3, Medium Density Residential to R-5, Rural Residential CITY OF DALTON JURISDICTION



## ZONING

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

**FEET**  
**300**

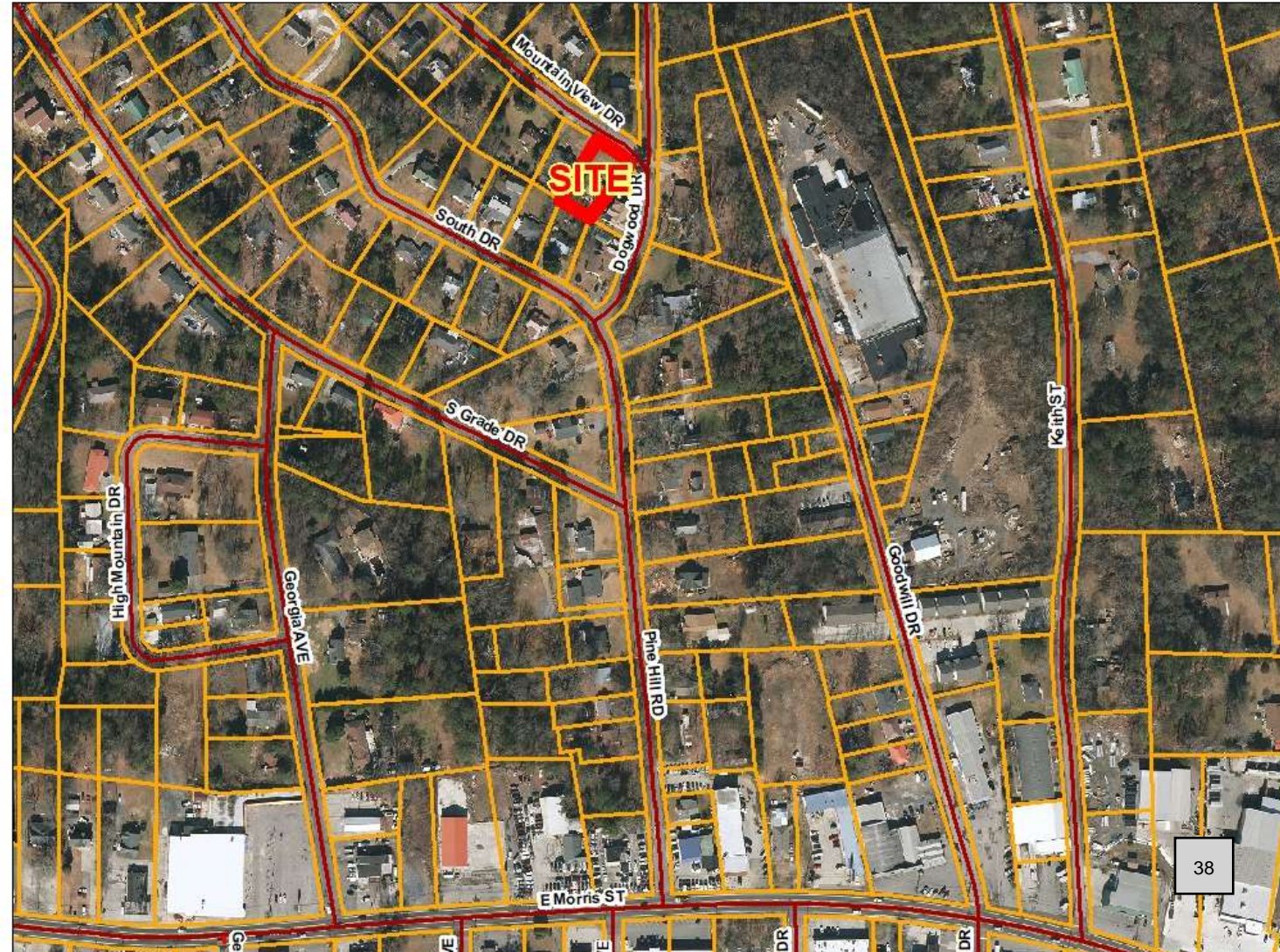




**Montoya Rezoning Request  
R-3, Medium Density Residential  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION**



**FEET  
300**

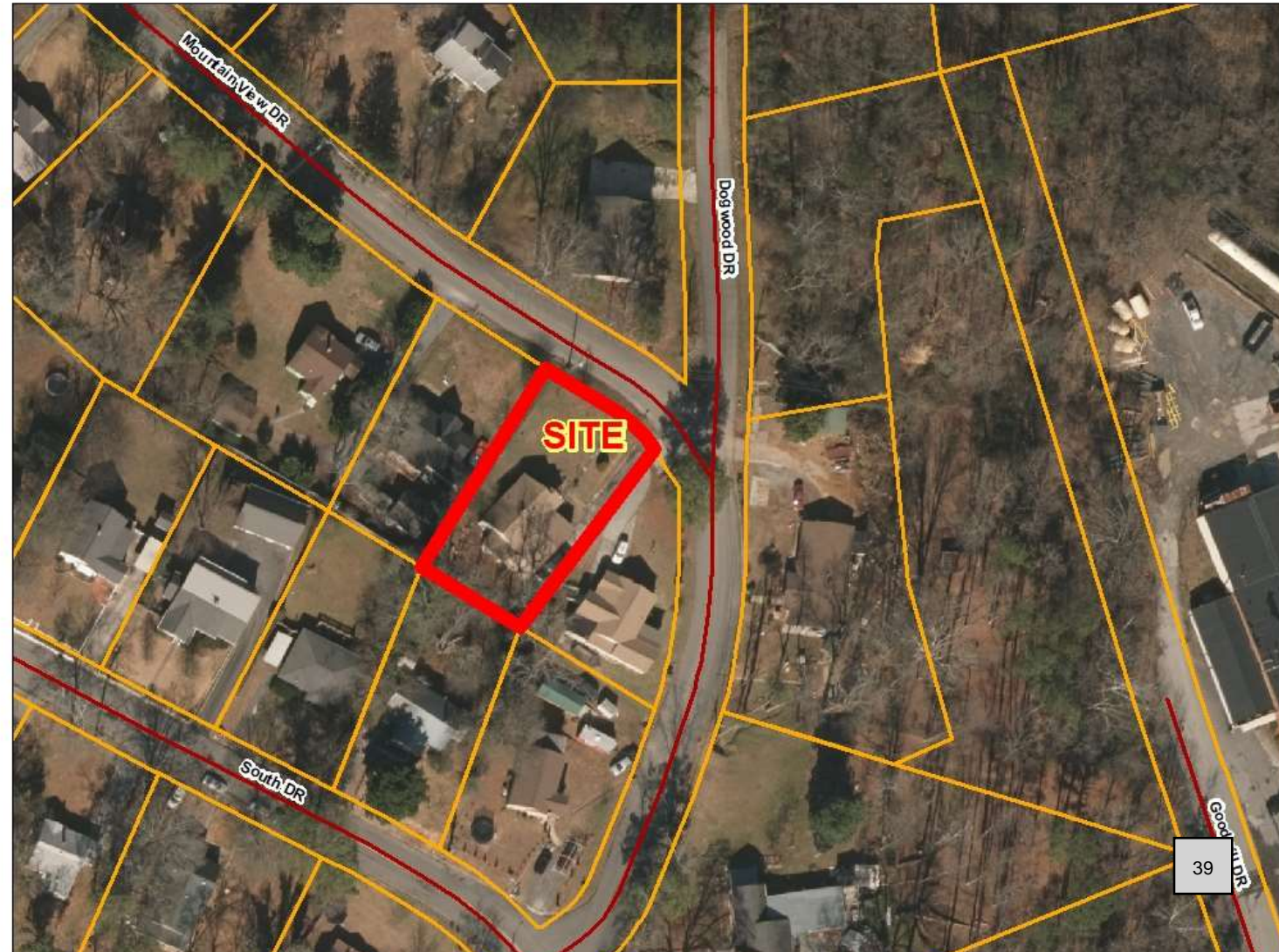




**Montoya Rezoning Request  
R-3, Medium Density Residential  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION**

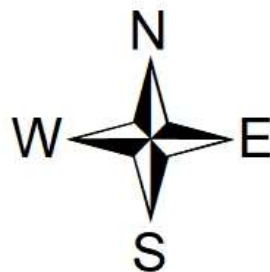


**FEET  
100**





Montoya Rezoning Request  
R-3, Medium Density Residential  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION



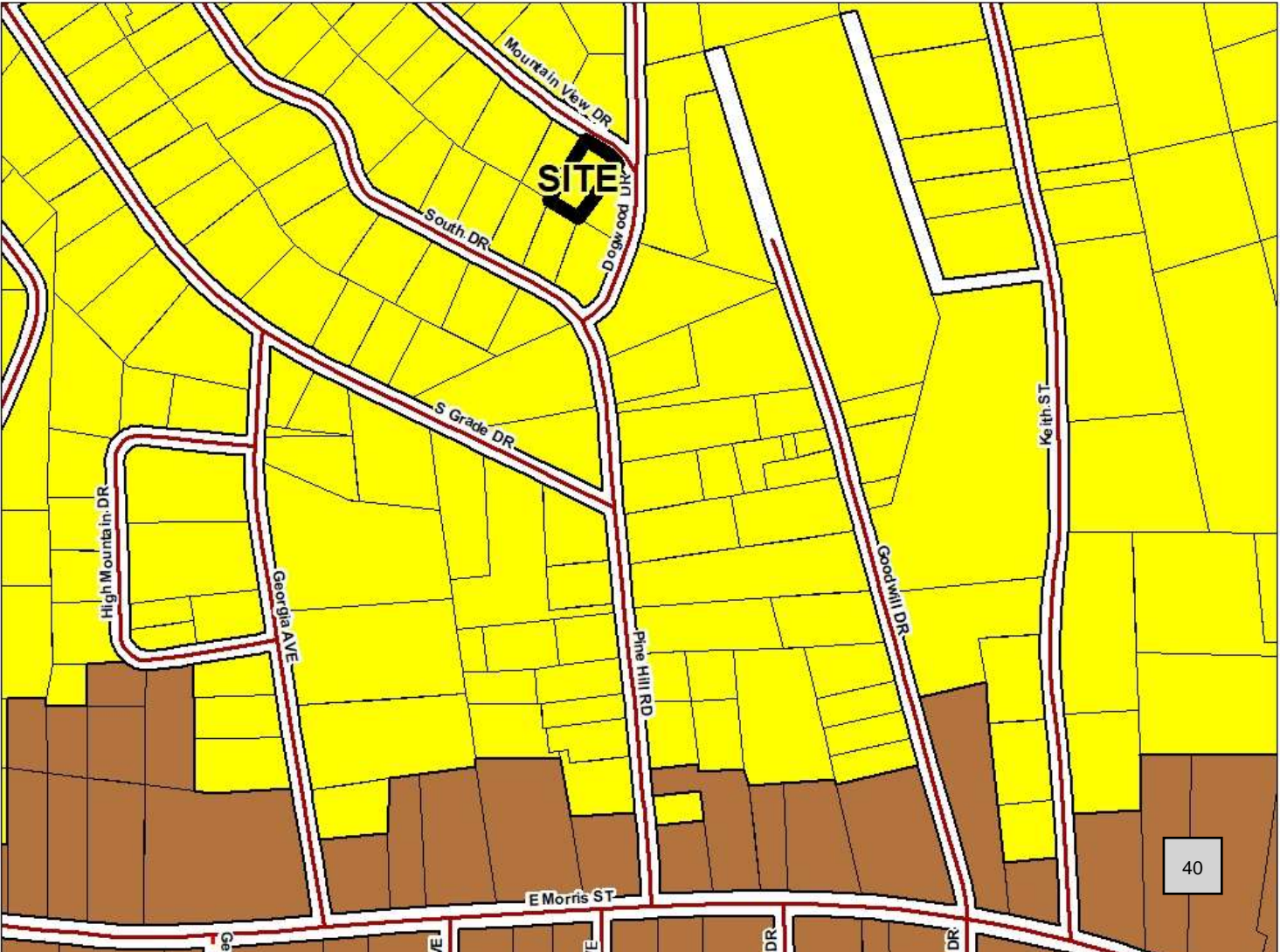
**FUTURE DEVELOPMENT MAP**

 Commercial

 Suburban

 Town Neighborhood Revitalization

**FEET**  
**300**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** **The request of ECM (Crawford McDonald) to rezone from General Commercial (C-2) to High Density Residential (R-7) a tract of land totaling 0.74 acres located at 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000)**

**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 the attached staff analysis.

CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-16

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From General Commercial (C-2) To High-Density Residential (R-7) Being A Tract of Land Totaling 0.74 Acre Located At 501 North Hamilton Street (Parcel Nos. 12-200-24-000); To Provide An Effective Date; And For Other Purposes.

WHEREAS, E. Crawford McDonald (Owner) has filed an application with the City to rezone property located at 501 North Hamilton Street (Parcel Nos. 12-200-24-000);

WHEREAS, the Property is currently zoned General Commercial (C-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 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 July 26, 2021 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 501 North Hamilton Street identified as Parcel No. 12-200-24-000 is hereby rezoned from General Commercial (C-2) to High-Density Residential (R-7).

-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 on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Alderman \_\_\_\_\_, second by Alderman \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

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



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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** July 27, 2021

**SUBJECT: The request of ECM (Crawford McDonald) to rezone from General Commercial (C-2) to High Density Residential (R-7) a tract of land totaling 0.74 acres located at 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 26, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Crawford McDonald.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which was in favor of the proposed R-7 rezoning. There were no further questions for Calhoun.

Crawford McDonald stated that he believed the proposed multi-family redevelopment would be an improvement for the adjacent neighborhood. McDonald then stated that the subject property had seen many light commercial uses over the recent years as well as lying vacant for some time. Mr. Shiflett confirmed with McDonald the subject property had been examined to ensure that it was suited for multi-family use. Chairman Lidderdale confirmed with McDonald that the existing structure would be remodeled for the apartment units.

With no other comments heard for or against, this hearing closed at approximately 7:04pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the proposed R-7 rezoning. **Eric Barr then made a motion to recommend the proposed R-7 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the R-7 rezoning followed, 5-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** ECM (Crawford McDonald) is seeking to rezone a tract of land from General Commercial (C-2) to High-Density Residential (R-7) (parcel 12-200-24-000) containing a total of 0.74-acre located at 501 N. Hamilton St. The tract is currently developed with a commercial building. The rezoning request to (R-7) is sought to serve the purpose of allowing the petitioner to convert the existing commercial building into 11 apartment units:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land containing a single-family detached dwelling zoned R-3; 2) to the east, there are four adjacent tracts across N. Hamilton St that each contain commercial/industrial buildings that are all zoned Light Manufacturing M-1; 3) to the south, is a single adjacent tract of land zoned M-1 that contains an aging commercial building; 4) To the west, are three adjacent tracts of land that each contain a single-family detached dwelling and are zoned M-1.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad July 9, 2021 (16 days notice) 2. Property posted July 9, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request:  <b>100-year flood plain</b>  <b>Site Plan</b> (none required)  <b>Buffer Zones</b> (none required)  <b>Soil Erosion/Sedimentation Plan</b>  <b>Storm Water Requirements</b>	<u>X</u>	<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The area surrounding the subject property is one of great diversity from a land use perspective. In this area there is a mix of single-family, multi-family, commercial, and manufacturing zoning and land use. The subject property itself has also seen multiple uses within the existing building since it was constructed in 1959 ranging from a grocery store to a funeral home. The subject property appears to have been vacant for some time now. Based on the size of the subject property's existing structure and existing parking area, there is sufficient space for the proposed 11 apartment units. The proposed rezoning would create a softer transition from the existing residential properties to the manufacturing properties in this area.

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

No impact to the economic value of adjacent property is expected if this rezoning is approved based on the fact that the intensity of the subject property will be reduced greatly if this request is approved. Since the roads separate the subject property from the adjacent commercial and manufacturing properties, none of the adjacent manufacturing or commercial properties would be required to create a buffer. While the subject property should have a buffer along the northern and western boundaries of the property, a proper buffer area does not exist based on the property's existing structure and parking lot.

**(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 host to several different commercial businesses since it was first developed over a half-century ago. The subject property is certainly developed for a commercial use as is, but it is likely feasible for the existing structure to be redeveloped into the proposed apartment units. All building and fire codes will be followed since this redevelopment will require significant interior construction and permitting.

**(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.**

No impact is expected based upon the existing development character of this area along with the reduction in potential development intensity as compared to the existing C-2 zone district. Public utilities are abundant throughout this area.

**(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 and Future Development Map show the subject property to be within the Town Neighborhood Revitalization character area. This character area is intended to focus on aging neighborhoods within the city that have seen a decline in residential investment and that have been impacted by the encroachment of commercial and industrial developments. The goals for this character area are to restore the residential integrity to these areas by phasing out the aging commercial and industrial developments. While the existing development pattern throughout most of this area is single-family detached residential, the subject property lies at the point of convergence of the residential and manufacturing zones. The transition from medium-density to high-density is not an unusual one when compared to the current transition from commercial to medium-density

**(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.**

While the proposed rezoning would, if approved, create an island of R-7 “sandwiched” between the R-3 and M-1 zone districts. Since this would be a reduction in land use intensity and adjacent to residential property, the concern for an entering wedge is not of concern.

**(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 recommend the subject property be rezoned R-7 based on the following factors:

1. The R-7 rezoning would create a more appropriate transition from single-family residential to the adjacent manufacturing developments.
2. Anticipation for adverse impact to property values surrounding the subject property is not an expected issue based on the existing development in the area and reduction in the land use intensity potential for the subject property if rezoned R-7.
3. The requested R-7 rezoning would be a much better fit for the Comprehensive Plan and Future Development Map than the existing C-2 zoning on the subject property.

# ECM Rezoning Request C-2, General Commercial to R-7, High Density Residential CITY OF DALTON JURISDICTION



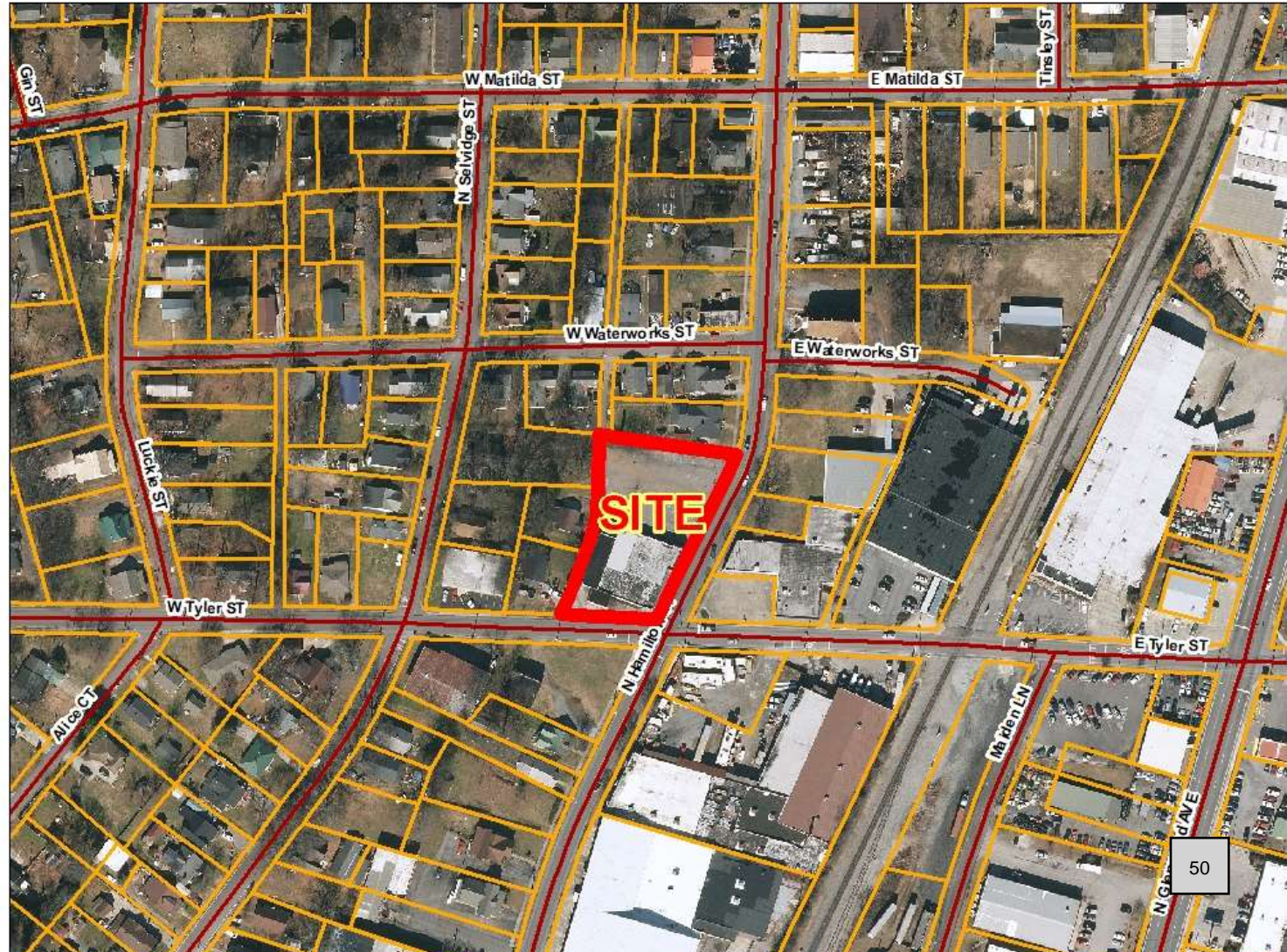
## ZONING

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

**FEET**  
**200**









**ECM Rezoning Request  
C-2, General Commercial  
to  
R-7, High Density Residential  
CITY OF DALTON JURISDICTION**



**FEET  
100**







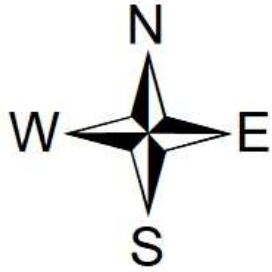
ECM Rezoning C-2 to R-7  
View facing northwest along N. Hamilton St.





ECM Rezoning C-2 to R-7  
View facing southwest along N. Hamilton St.

**ECM Rezoning Request  
C-2, General Commercial  
to  
R-7, High Density Residential  
CITY OF DALTON JURISDICTION**



**FUTURE DEVELOPMENT MAP**

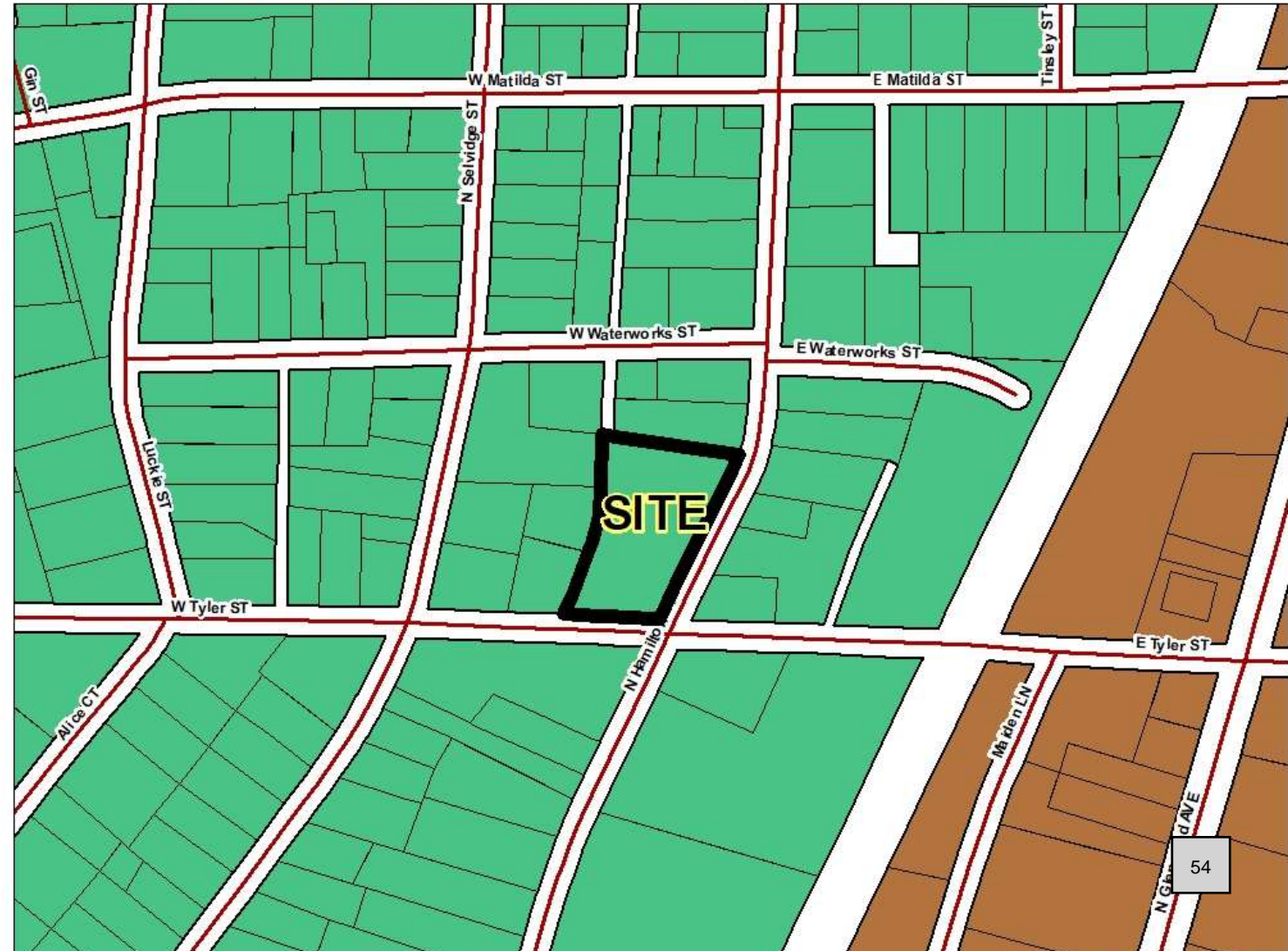


**Commercial**



**Town Neighborhood Revitalization**

**FEET  
200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** **The request of Brian Anthony Santos to annex 0.17 acres located at 1226 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-056)**

**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 the attached staff analysis.



CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-17

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 R-3 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Brian Santos, 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 located at 1226 Frazier Drive and identified as Parcel No. 12-179-02-056; 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 Property is currently zoned Medium-Density Single-Family (R-3);

WHEREAS, the Owner is requesting the Property be zoned Medium-Density Single-Family (R-3);

WHEREAS, the zoning requested 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 July 26, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Board of Alderman 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 Board of Aldermen 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 described are hereby annexed into the corporate limits of the City of Dalton:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Lot 20 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated here by reference for a complete description.

## **Section 4.**

The Property is zoned R-3 zoning classification subject to all the provisions and requirements of that zoning classification.

## **Section 5.**

The acreage of the Property is approximately \_\_\_\_\_. 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, 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.**

The Property located at 1226 Frazier Drive identified as Parcel 12-179-02-056 shall remain zoned as Medium-Density Single-Family (R-3)..

**Section 8.**

The Unified Zoning Map of the City of Dalton shall be amended to show the subject property as R-3 zone in the City of Dalton. City Staff is authorized and directed to take all actions necessary to effectuate this annexation.

**Section 9.**

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 10.**

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

**Section 11.**

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 Alderman \_\_\_\_\_, second by Alderman \_\_\_\_\_ 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

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** July 27, 2021

**SUBJECT: The request of Brian Anthony Santos to annex 0.17 acres located at 1226 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-056)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 26, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Brian Santos.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested annexation into the City of Dalton. There were no further questions for Calhoun.

Since the petitioner filed for annexation under the 100% method, Mr. Calhoun served as the representative of the petitioner at the hearing.

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

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation into the City of Dalton. **Jody McClurg then made a motion to recommend approval of the annexation based on her agreement with the content of the staff analysis. Eric Barr then seconded the motion and a recommendation to approve the annexation followed, 5-0.**



**STAFF ANALYSIS  
ANNEXATION REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:**

***Brian Santos is seeking annexation of a parcel (#12-179-02-056) into The City of Dalton. located at 1226 Frazier Drive within the Medium-Density Single-Family (R-3) zone district. Dalton's current corporate boundary flanks the subject property on the west side.***

The surrounding land uses and zoning are as follows: 1) To the north, is a 0.17-acre tract of land zoned R-2 that contains a single-family detached dwelling within the unincorporated County, 2) to the east, is a 4.9-acre tract zoned R-3 that is undeveloped and currently owned by the NWGA Humane Society, 3) to the south, is a 0.17-acre tract of land zoned R-2 that contains a single-family detached dwelling within the unincorporated County, 4) To the west across Frazier Drive, is a 0.73-acre tract of land zoned R-3 that contains a single-family detached dwelling with in the City of Dalton. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad July 9, 2021 (16 days notice) 2. Property posted July 9, 2021 (Yes – one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request:  <b>100-year flood plain</b> <b>Site Plan</b> (none required) <b>Buffer Zones</b> (none required) <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>			<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-3 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton.

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

No impact is expected if this annexation is approved.

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

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is within a small County island within the City of Dalton.

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

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

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

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area.

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

The subject property is within the Town Neighborhood Revitalization character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development**

**of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

This request, if approved, would shrink an existing unincorporated County island within the City of Dalton.

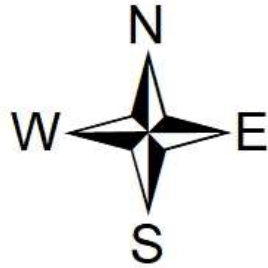
**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

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

# Santos Annexation Request

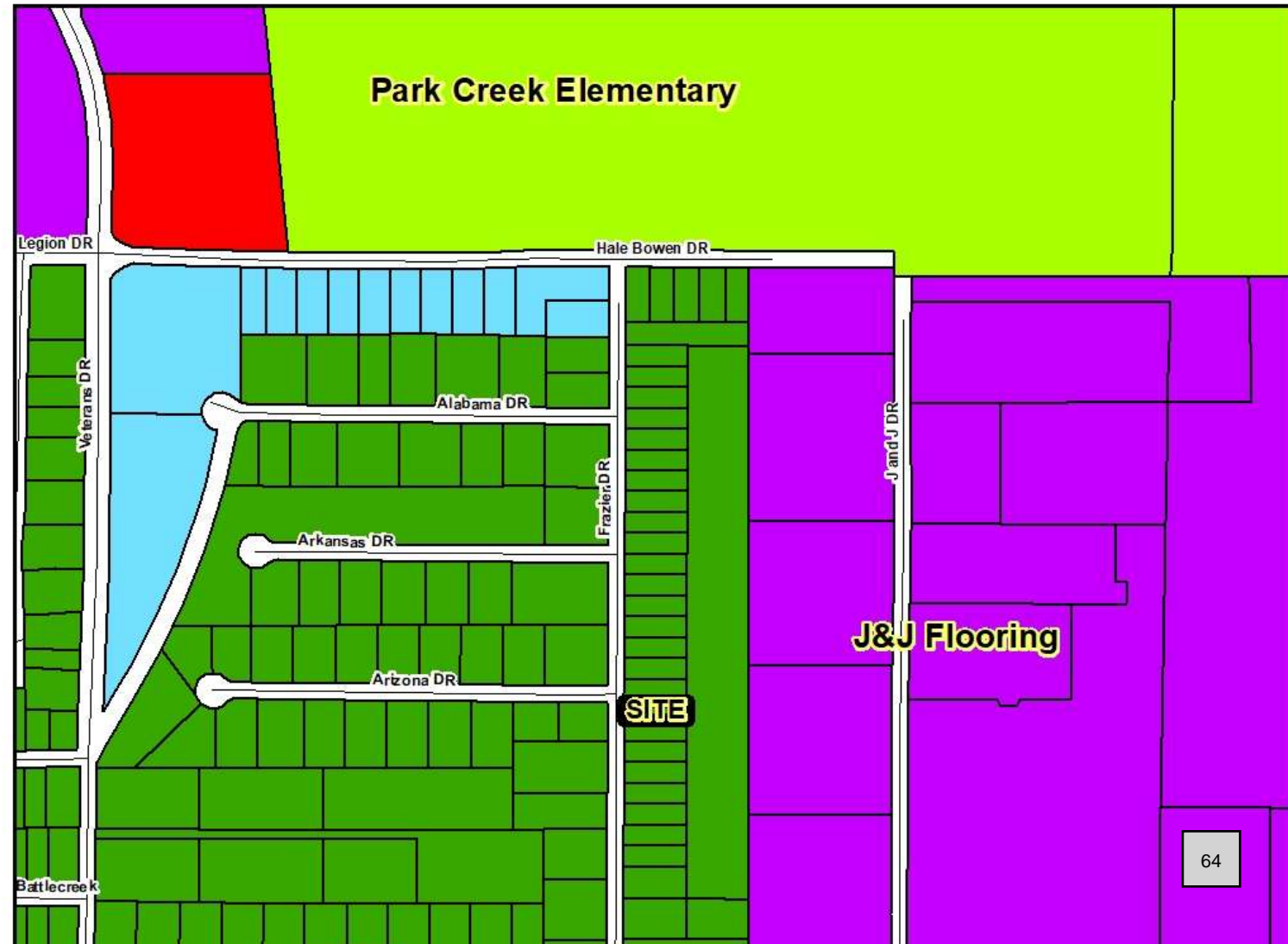
## Zoning will remain R-3, Medium Density Residential



### ZONING

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

Feet  
600

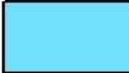


# Santos Annexation Request

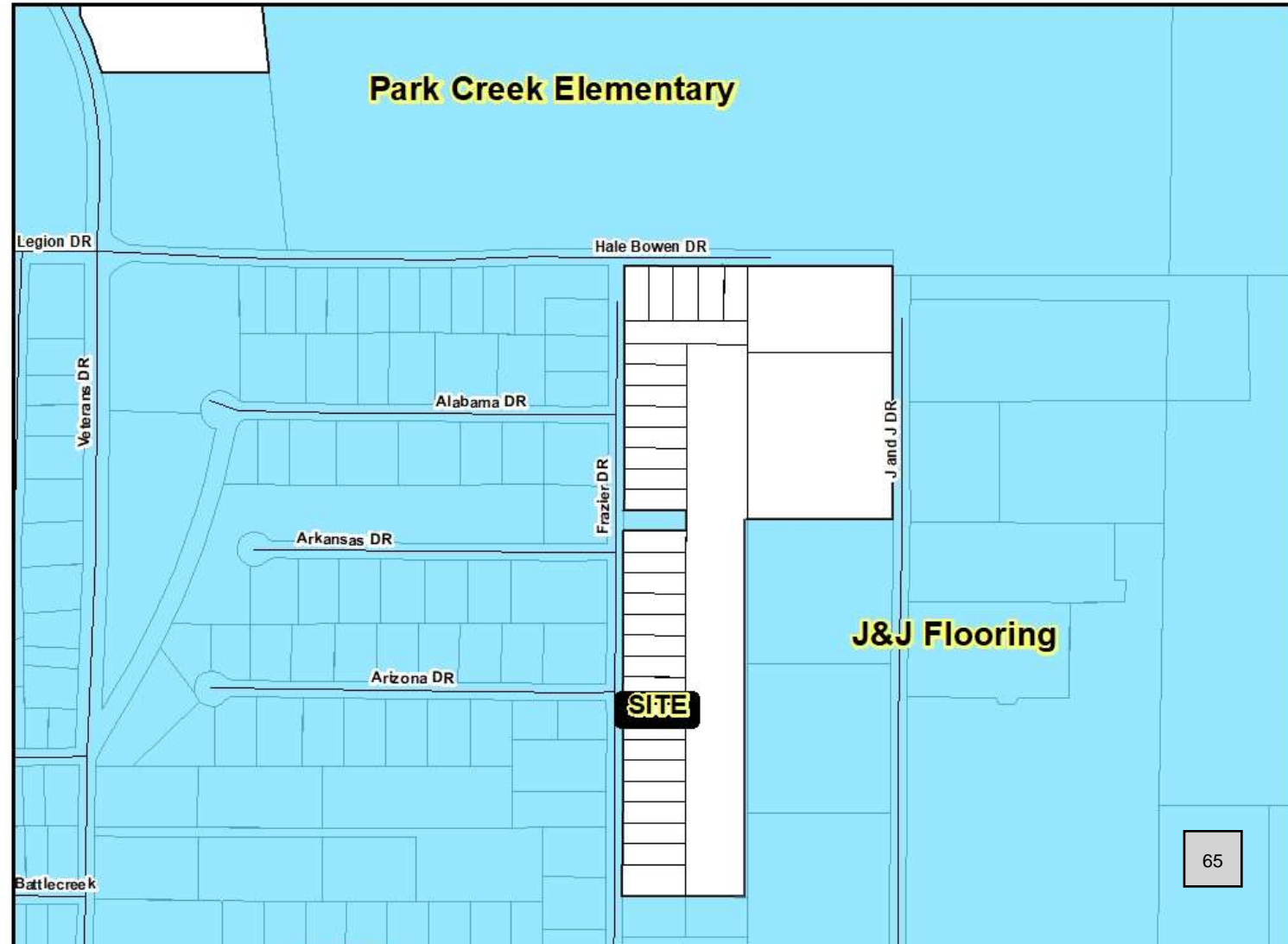
## Zoning will remain R-3, Medium Density Residential



### DALTON CITY LIMITS

 Town\_Boundaries

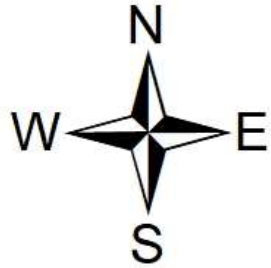
Feet  
600



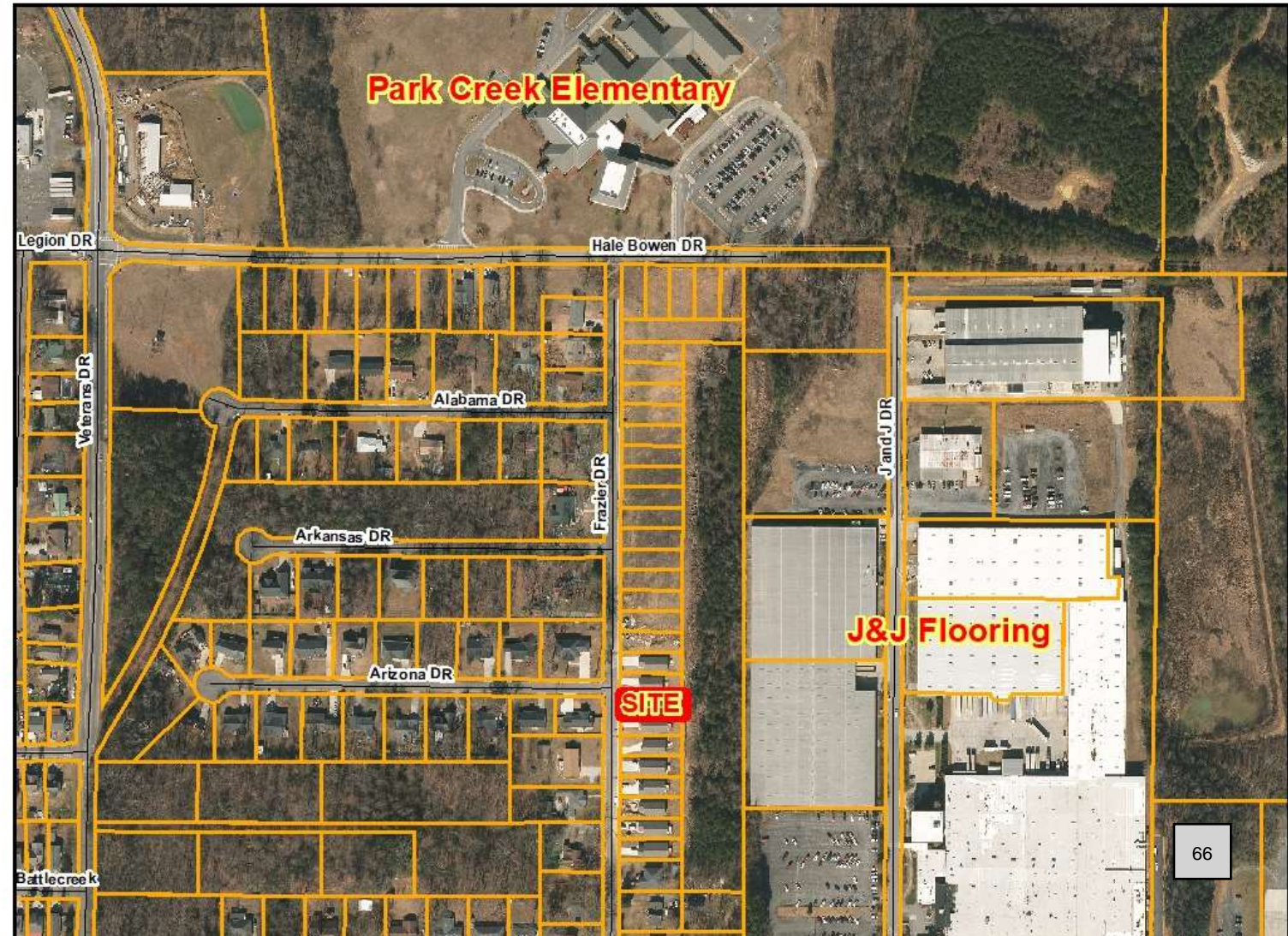


# Santos Annexation Request

## Zoning will remain R-3, Medium Density Residential



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:	Brian Anthony Santos
APPLICANT ADDRESS:	1226 Frazier Dr.
CITY, STATE & ZIP:	Dalton, GA 30721
TELEPHONE NUMBER:	(706) 847-9698

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1226 Frazier Dr.
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	New MLK
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	20
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential (R-3)

• PROPOSED ZONING CLASSIFICATION	
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	.17
• TAX MAP NUMBER/PARCEL NUMBER	12-179-02-056
• HOUSING UNITS	1

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS	<input type="text" value="1"/>
(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)	<input type="text" value="1"/>
(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.	<input type="text" value="2"/>
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.	<input type="text" value="2"/>
(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.	<input type="text" value="1"/>
(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.	<input type="checkbox"/> CAUCASIAN <input checked="" type="checkbox"/> LATINO
	<input type="checkbox"/> AFRICAN AMERICAN <input type="checkbox"/> OTHER
(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.	<input type="text"/>

Brian Santos  
SIGNATURE OF APPLICANT(S)

4-3-21  
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:

12-179-02-056

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

I hereby appoint \_\_\_\_\_  
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.

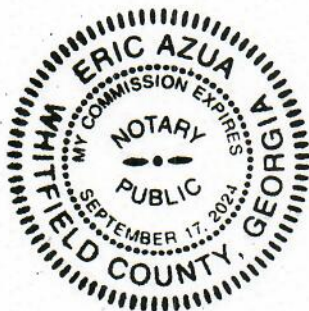
Brian A. Santos  
(Owner's Name)

Sworn to and subscribed  
Before me, this 3rd day  
of April, 2021.

Eric Azua  
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  $\$100,000 \times 2.537$  mils, your Dalton City tax would be \$253.7 per year.

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

---

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

  
SIGNED

4-3-21  
DATE

Deed Doc: WD  
Recorded 09/07/2018 03:26PM  
Georgia Transfer Tax Paid : \$143.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 06670 Pg 0405-0406

Plat 1002479

This space above this line is for recording purposes.

After recording, please return to:

Susan W. Bisson

Sponcler & Tharpe, LLC

P. O. Box 398

Dalton, Georgia 30722-0398

File No. 2018080696

STATE OF GEORGIA,

WHITFIELD COUNTY.

### LIMITED WARRANTY DEED

THIS INDENTURE, made the 5th day of September, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **BRIAN A. SANTOS** (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 No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 20 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

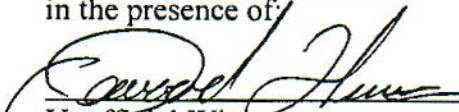
**TO HAVE AND TO HOLD**, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.


**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.

**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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notary Seal]



RONALD J. JOHNS, LLC

BY:   
\_\_\_\_\_  
RONALD J. JOHNS, MANAGER



## EXHIBIT “B”

4-1-5

***Medium density single family residential (R-3.)*** This district is established to protect single-family detached dwellings, typically within a more urban atmosphere, including residential subdivisions, on smaller lots of not less than 7,500 square feet and which are served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain not less than 1,000 square feet of heated floor area. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

eFiled & eRecorded  
DATE: 5/31/2018  
TIME: 10:52 AM  
PLAT BOOK: 00000E  
PAGE: 01107  
RECORDING FEE: 8.00  
PARTICIPANT ID: 5279550605  
CLERK: Melica Kendrick  
Whitfield County, GA  
FOR RECORDING USE ONLY

NOTIFY OF ACTION:  
BRIAN SPENCE  
(706) 847-8995



#### VICINITY MAP

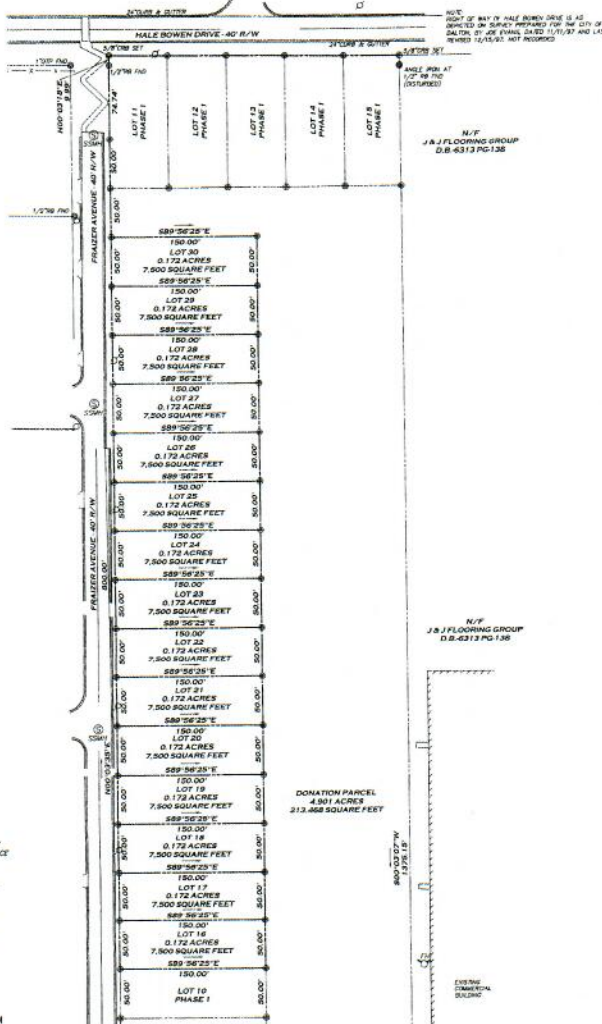
ZONING  
ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS R-1. SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

FRONT YARD: 25 FEET  
SIDE YARD: 10 FEET  
REAR YARD: 15 FEET

ZONING AND SETBACK INFORMATION FOR THE WHITFIELD COUNTY UNIFIED ZONING ORDINANCE. ALL INFORMATION SHOWN SHOULD BE REVIEWED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

#### SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED 7/12/2017.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 22,500' WITH AN ANGULAR ERROR OF 0.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A TYPICAL ADDITIONAL TOTAL STATION TOPCON HIRER SR GPS RECEIVER, AND CARSON SURVEYING DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,881'.
- 5) SAID DESIGNATED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 15245C0000, WITH A DATE OF DESIGNATION OF 08/29/2012. FOR COMMUNITY NUMBER 15245C, IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROLS AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TYPICAL INVERT OF GPS RECEIVER UTILIZING NETWORK AND CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY EARTH SATELLITE. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEODETIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.05 FEET HORIZONTAL, AND 0.08 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF EMBEZZLEMENT, GRAVEYARDS, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.



#### CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURETY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: Brian Spence DATE: 5/2/18

#### CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (OR SUFFICIENT SURETY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: Brian Spence DATE: 5/2/18

#### CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURETY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: Brian Spence DATE: 5/2/18

#### CERTIFICATE OF APPROVAL FOR RECORDING

THE WHITFIELD COUNTY BUILDING, ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, (WHY THE LOCATION OF SUCH WARRANTIES, IF ANY, AS ARE NOTED UPON THE PLAT) AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE: 5/1/2018  
SIGNED: [Signature]  
CLERK OF SUPERIOR COURT

Subdivision Design Approved  
By Planning Commission  
4/23/2018

#### FINAL ACCURACY AND DESIGN CERTIFICATE

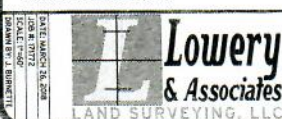
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND BY ME OR UNDER MY SUPERVISION, THAT ALL MEASUREMENTS SHOWN HEREON WERE ACTUALLY TAKEN AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH AND APPROVAL HEREBY DOES NOT IMPLY OR GUARANTEE ANY LIABILITY ASSOCIATED WITH INACCURACIES OR IMPROPER DESIGN.



MITCHELL LOWERY - GEORGIA - PLS# 28618



IF YOU DIG GEORGIA...  
CALL US FIRST!  
1-800-282-7411  
770-623-4344  
(METRO ATLANTA ONLY)  
UTILITIES PROTECTION CENTER  
IT'S THE LAW



MINOR SUBDIVISION OF: UNDEVELOPED LOTS WITHIN FRAZER ACRES SUBDIVISION		
STATE: GEORGIA	COUNTY: WHITFIELD	
LAND LOT: 179	DISTRICT: 12TH	SECTION: 3RD

PREPARED FOR:  
SPENCE SUBDIVISION, PHASE 2

LOWERY & ASSOCIATES  
LAND SURVEYING, LLC  
317 GRASSDALE ROAD  
CARTERSVILLE, GA 30121  
770-334-8866  
WWW.LOWERYLANDSURVEYS.COM  
INFO@LOWERYLANDSURVEYS.COM  
GEORGIA C.O.A. LSF-001002

## Whitfield County Tax Parcel Information

### Owner and Parcel Information

Parcel Number	12-179-02-056
Realkey	44517
GIS Map	Map
Owner Name	SANTOS BRIAN
Owner Address	1226 FRAZIER DR
Owner Address 2	
Owner Address 3	
Owner City	DALTON
Owner State	GA
Owner Zip	30721
Latitude	
Longitude	

### Property Information

Class	Residential
Strata	Lot
Tax District	County
Neighborhood	NMLK
Legal Description	0.17A LL179-12 (LT20 E-1095)
Total Acres	0.17
Zoning	See GIS Map
GMD\Map Number	081
Subdivision	
Subdivision Phase	
Subdivision Section	0004
Subdivision Block	
Subdivision Lot	
Comments:	

### Appeals Information

This parcel does not have any appeals

### Parcel Address

Parcel House Number	1226
Parcel Street Extension	
Parcel Street Direction	
Parcel Street Name	FRAZIER
Parcel Street Units	
Parcel Street Type	AVE

### Current Fair Market Value Information

Previous	121176
Current	128959
Land	30000
Residential Improvement	98959
Commercial Improvement	
Accessory Improvement	
Conservation Use Value	

### Historical Fair Market Value Information

2018	0
2017	0
2016	0

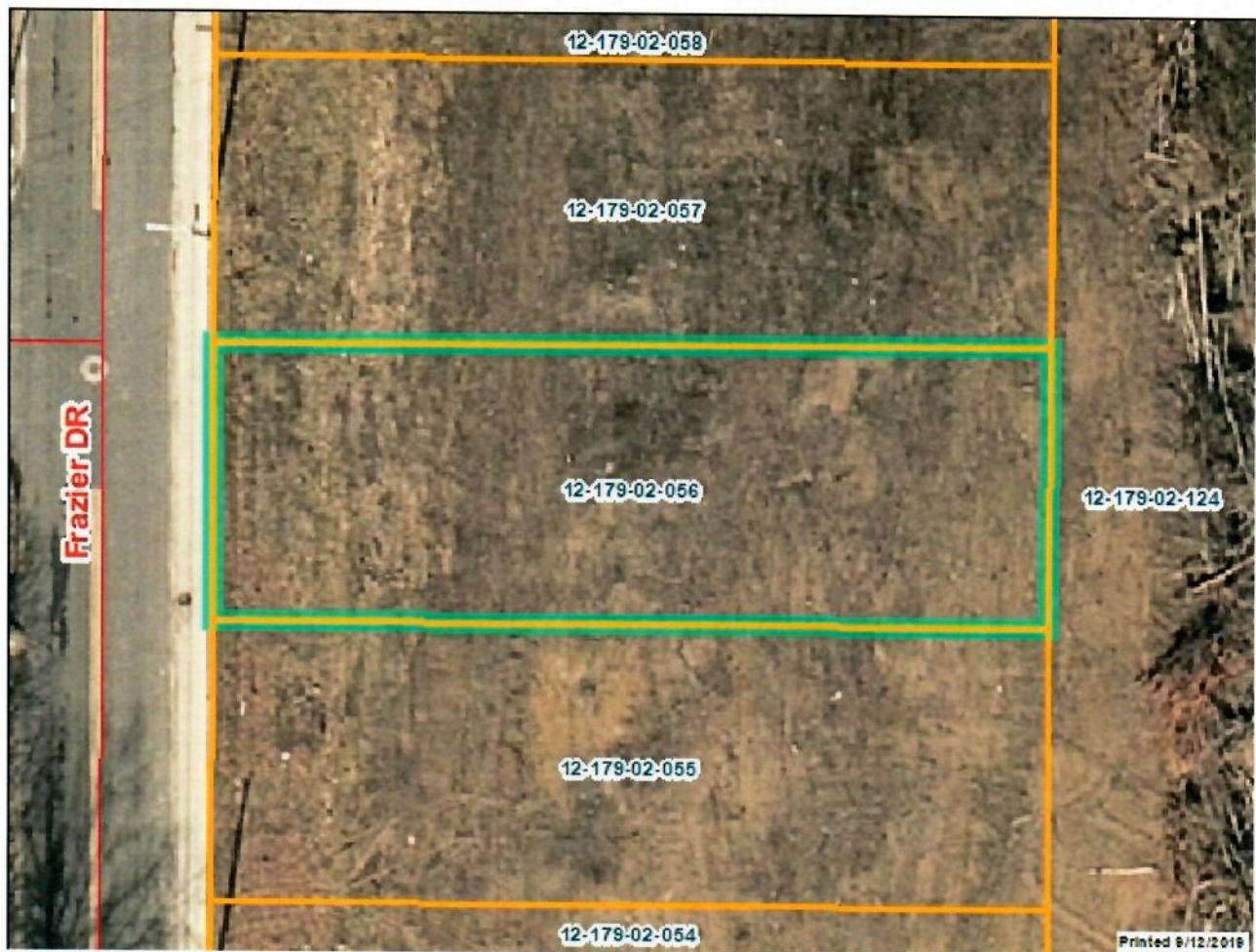
### Exemption Information

Homestead	S1
Preferential Year	
Conservation Use Year	
Historical Year	
Historical Val	0
EZ year	
EZ Val	0

## GIS Quickmap

**No GIS Quickmap Available**





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	SANTOS BRIAN	Legal Description	0.17A LL179-12 (LT20 E-1095)
Year	2020	Sale Date	
Parcel Number	12-179-02-056	Taxes Due	1301.1
Bill	232589	Taxes Due Date	12/20/2020
Exemption Type	S1	Taxes Paid	1301.1
Account No.	7086663	Taxes Paid Date	12/9/2020 3:22:25 PM
Millage Rate	0	Current Due	0
Fair Market Value	128959	Back Taxes	0
Assessed Value	51584	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

### General

Value	98959
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

### Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Cont. Wall



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

June 21, 2021

Honorable David Pennington  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel No. 12-179-02-056

Dear Mayor Pennington:

At the June 14, 2021 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-179-02-056.

Regards,

*Mark Gibson*

Mark Gibson  
County Administrator

cc: Ashley O'Donald, Chief Appraiser  
Ethan Calhoun, Northwest Georgia Regional Commission  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



## DALTON FIRE DEPARTMENT

TODD PANGLE  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
tpangle@daltonga.gov

404 School Street  
Dalton, GA 30720



### PUBLIC SAFETY COMMISSION

Terry Mathis  
Bill Weaver  
Anthony Walker  
Truman Whitfield

June 7, 2021

David Pennington, III  
Mayor, City of Dalton

Re: Annexation proposal for parcel **#12-179-02-056** 1226 Frazier Dr.

Greetings,

A review of the proposed listed annexation request has been completed and it has been determined there would be no negative impact to fire protection in the area as a result of annexation. 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 "Todd Pangle".

Todd Pangle  
Fire Chief  
Dalton Fire Department

**Fire Chief**  
Todd Pangle



**DALTON FIRE DEPARTMENT**  
**PREVENTION DIVISION**

**Fire Marshal**  
Matt Daniel  
404 School Street  
Dalton, GA 30720  
(706) 529-7486  
[mdaniel@daltonga.gov](mailto:mdaniel@daltonga.gov)

**Fire Inspectors**  
Donnie Blankenship  
(706) 278-7363 x227  
[dblankenship@daltonga.gov](mailto:dblankenship@daltonga.gov)  
Scott Hearn  
(706) 278-7363 x247  
[shearn@daltonga.gov](mailto:shearn@daltonga.gov)  
Dale Stratton  
(706) 278-7363 x248  
[dstratton@daltonga.gov](mailto:dstratton@daltonga.gov)

June 2, 2021

Re: Annexation Analysis

**Property Address/Parcel:** 12-179-02-056, 1226 Frazier Drive

**Access:** Access to the structure is not an issue. Frazier Drive, Colorado Drive, Connecticut Drive and Delaware Drive all provide access.

**Water Supply:** Hydrant number H5019 located at 1019 Arizona Drive provides adequate water supply.

**Property Use:** Existing single-family dwelling.

**Setbacks:** Setback requirements are met and not an issue.

Respectfully,

Matt Daniel  
Captain  
Prevention Division

**William C Cason III**  
Chief of Police  
ccason@daltonga.gov  
www.daltonpd.com  
[www.cityofdalton-ga.gov/police](http://www.cityofdalton-ga.gov/police)



Public Safety Commission

Terry Mathis  
Bill Weaver  
Anthony Walker  
Truman Whitfield

**DALTON POLICE DEPARTMENT**

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

Date: June 3, 2021

To: Chief Cliff Cason

From: Captain Barry Woods

RE: 1226 Frazier Dr. Parcel 12-179-02-056

Chief Cason:

I have reviewed the annexation request for 1226 Frazier Dr. Parcel Numbers 12-179-02-056. This property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Woods", is written over a horizontal line.

Captain Barry Woods



**PUBLIC WORKS DEPARTMENT**  
**P. ANDREW PARKER, P.E., DIRECTOR**  
[aparker@daltonga.gov](mailto:aparker@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**  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DEREK WAUGH

## M E M O R A N D U M

**TO:** David Pennington III, Mayor  
Attn: Bernadette Chattam, City Clerk

**FROM:** P. Andrew Parker, P.E.  
Public Works Director

**RE:** Annexation Request  
Brian Anthony Santos  
1226 Frazier Drive  
0.17 Acres  
Parcel Number: 12-179-02-056  
Zoning Classification: R-3

**DATE:** June 11, 2021

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Regarding the subject request, please be advised that the Public Works Department has no direct objections to the annexation of the above referenced tract but notes the following items of potential importance for consideration as part of the request:

- ***Adjacent single family residences within the subdivision also in Whitfield County*** – The original development of the subject parcel was part of a larger development of approximately 30 tracts. All other tracts, except one, within the development remain in unincorporated Whitfield County, and approval of the subject annexation will likely spur additional annexation requests from the remaining single family residences currently located within unincorporated County.
- ***Delivery of Public Works Services*** – Upon approval of annexation for the subject single family residence, Public Works will begin providing regular sanitation services (i.e. household garbage collection, curbside recycling, and curbside yard trimmings/refuse pickup). The annual cost to provide these services is approximately \$200.00 per household. At this time, no additional resources would be required from the Department to administer these services. However, to avoid confusion with service delivery (with the potential of some of the homes being annexed into the

City and some remaining in the County), consideration should be given to the City to proactively contacting all owners within this development to offer the opportunity for annexation.

If the scenario presented above comes to fruition, it should be noted that the five (5) homes on the north end of the development (facing Hale Bowen Drive) are accessed through a common private driveway that was not constructed to City street standards. In order to provide sanitation services to those five (5) homes, residents would be required to bring garbage carts/recycling bins to the curb along Frazier Drive to receive proper service. Additionally, it would not be recommended for school buses or heavy emergency service vehicles to travel on this private driveway frequently.





June 2, 2021

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

**RE: Annexation Request for Brian Anthony Santos – 1226 Frazier Drive (.17 acres)**

Dear Mayor Pennington:

As requested in your June 1, 2021, memorandum, Dalton Utilities has reviewed the annexation request of Brian Anthony Santos for 0.17 acres +/- located at 1226 Frazier Drive. This property is further described as parcel number 12-179-02-056 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto: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:** 08/16/2021

**Agenda Item:** Intergovernmental Agreement Between the City of Dalton and Dalton Public Schools For Improvement of Public Facilities For Community Complex Soccer Fields & Joint Use

**Department:** City Administration

**Requested By:** Andrew Parker

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

**Cost:** Turf Transfer Payment - \$847,164.06

**Funding Source if Not in Budget** 2020 SPLOST Account SP210 - Heritage Park Renovations

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

This Intergovernmental Agreement with Dalton Public Schools is associated with the 2020 SPLOST Project to construct the community soccer complex at Heritage Park.

The agreement provides for the following items:

1. Transfer of Real Property via Warranty Deed from Dalton Public Schools to the City of Dalton for land required to construct the City's two (2) regulation size soccer fields
2. Providing a Temporary Construction Easement and Emergency Access Easement to Dalton Public Schools near Dalton Fire Station No. 5. for its soccer field
3. Joint-Use Agreement between the City and school system for use of the school system's one (1) field near Fire Station 5 and the City's two (2) fields near Park Creek School.
4. Preparation of an outdoor extension classroom pad area near the City's two (2) fields and associated transfer of real property to Dalton Public Schools
5. Transfer payment to Dalton Public Schools to cover cost of synthetic turf
6. Other misc. use terms and associated insurance requirements

**GEORGIA, WHITFIELD COUNTY**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND  
DALTON PUBLIC SCHOOLS FOR IMPROVEMENT OF PUBLIC FACILITIES FOR  
COMMUNITY COMPLEX SOCCER FIELDS AND JOINT USE**

THIS AGREEMENT made and entered this 9th day of August, 2021,  
by and between the City of Dalton, a Georgia municipal corporation chartered under the law of  
the State of Georgia, of the first part, hereafter “the City,” and the City of Dalton Public School  
System, an independent public school system of the State of Georgia acting under authority of its  
Board of Education, of the second part, hereafter “Dalton Public Schools,” of the second part.

**WITNESSETH:**

WHEREAS, the City and Dalton Public Schools each find a need for additional soccer  
fields and recreational facilities in the City of Dalton for meeting the educational mission of the  
Dalton Public Schools and the community wide recreational interest in the sport of soccer; and

WHEREAS, the Dalton Public Schools intends to construct and maintain a soccer field  
and appurtenant facilities upon property owned by Dalton Public Schools at its Dalton Junior  
High School campus; and

WHEREAS, the parties agree that it would benefit the public health, safety, and general  
welfare of the City of Dalton as well as commensurately enhance the educational mission of  
Dalton Public Schools to construct two additional soccer fields and appurtenant facilities creating  
a soccer complex for joint use of the City’s recreational programs and the Dalton Public Schools’  
educational and athletic programs;

NOW, THEREFORE, in consideration of the premises, the transfers of real estate and  
grant of easements hereinafter provided, the payment reserved from the City to the Dalton Public  
Schools, the joint use of the three (3) soccer fields and appurtenant facilities, to be kept and



observed, and hereby acknowledged by each party to be received of the other, the parties agree as follows:

-1-

This Agreement is an intergovernmental contract by legal entities qualified and authorized to enter into such agreement under authority of Georgia's intergovernmental contracts clause, Georgia Constitution of 1983, Art. 9, § III, ¶¶ I (a) and (b).

-2-

Within a reasonable time following execution of this Agreement and following Dalton Public School's bid award for the synthetic turf for the soccer field that it is constructing at its Dalton Junior High School campus, the City shall pay to Dalton Public Schools an amount, not to exceed \$847,164.06, to cover the cost to Dalton Public Schools for said synthetic turf and at that time Dalton Public Schools will transfer title to the City to that real estate which it owns as shown as Tract 2 and described on Exhibit "A" attached hereto and made part hereof by reference which the City shall assimilate with its contiguous real estate shown as Tract 3 on Exhibit "A" in order to construct two (2) additional fields near the Park Creek School campus. This title transfer shall be by Warranty Deed conveying good and marketable title thereto.

-3-

a) In order to construct the soccer field at the Dalton Junior High School campus, Dalton Public Schools requires a temporary construction easement from the City at or near the City's property occupied by Station No. 5 of the Dalton Fire Department. The City will convey to Dalton Public Schools such temporary construction easement through and along the easement area shown in Exhibit "B" attached hereto and made a part hereof by reference. In conjunction with attorneys for Dalton Public Schools the City's Attorney will prepare this easement.

b) Further, the Dalton Public Schools will require a permanent easement from the City limited solely to ingress and egress for safety and evacuation purposes by safety and medical personnel to and from the soccer field that it constructs at its Dalton Junior High School campus as also shown and described in Exhibit "B" attached hereto and made a part hereof by reference. In conjunction with attorneys for Dalton Public Schools the City's attorney will prepare this easement.

-4-

Each party will construct, maintain, and operate the soccer fields and appurtenant facilities which it is constructing, that is Dalton Public Schools the one (1) soccer field at its Dalton Junior High School campus, and the City the two (2) soccer fields on the lands near the Park Creek School campus, on which it is constructing the two (2) soccer fields as shown in Exhibit "A." All of the facilities described in the prior sentence shall together be hereafter referred to as "the Premises."

-5-

It is the intent and agreement of the parties to make joint use of all of the soccer fields to be constructed, i.e. the one (1) field of Dalton Public Schools, and the two (2) fields of the City. Under joint use the concept is to have a Community Soccer Complex meeting the educational programs and needs of Dalton Public Schools and the general recreation programming and needs of the City. Management of such joint use will be by the Athletic Director of Dalton Public Schools who shall have sole authority over scheduling and use of the soccer field of Dalton Public Schools and the Director of the Dalton Parks and Recreation Department who shall have sole authority over scheduling and use of the two (2) soccer fields of the City. Such cooperative use shall be governed generally by the policy and procedures described in Exhibit "C."



-6-

In addition thereto, the parties agree that: the City will prepare at its sole cost a 30' x 40' pad area graded and situated at the northwest corner of the soccer complex site for the benefit of Dalton Public Schools to enable a future Park Creek school field extension class. This site is shown as Tract 1 on Exhibit "A." In conjunction with this work the City or its contractor will install a conduit for future electrical cable and a 2-inch water supply line for such field extension class. Upon completion of its work the City shall transfer title to Tract 1 to Dalton Public Schools by Warranty Deed conveying good and marketable title thereto.

-7-

The term of this Agreement shall not extend beyond 50 years, but may be sooner terminated under the terms of this Agreement.

-8-

Each party agrees to maintain and keep in repair its own facilities within the soccer complex at its own cost and expense. Such undertakings include maintaining its field or fields, and appurtenant facilities, as the case may, in a good and safe condition for the intended uses. Each party by its delegated agents or employees may perform periodic inspections of the field conditions and all improvements together constituting the soccer complex. While using any of the soccer fields and their appurtenant facilities both parties shall use reasonable care to prevent damage to the soccer fields and appurtenant facilities.

In the joint use policy and procedures shown as Exhibit "C" the parties shall address such issues of ongoing maintenance and repair as well as trash collection and daily upkeep.

The parties as more fully shown in Exhibit "C," as amended from time to time, covenant and agree to these use restrictions:

- a. City or Dalton Public Schools or their invitees shall vacate the Premises within thirty (30) minutes after the conclusion of the final event of each day.
- b. City or Dalton Public Schools shall lock all exterior gates (where applicable) on completion of each event.
- c. City or Dalton Public Schools shall provide responsible adult supervision at all times during use of the Premises.
- d. All motorized vehicles shall be kept off all grassed areas in the vicinity of the field and may park only in areas designated, provided, however, the parties and their authorized third party independent contractors may operate motorized vehicles on grassed areas in the vicinity of the fields solely for the purpose of improvements, maintenance and repair to the fields, or set-up and clean-up for the Program.
- e. The consumption of any alcoholic beverages or use of tobacco products or weapons by its employees, participants, volunteers or invitees on or about the Premises is prohibited.
- f. The parties shall comply with all applicable laws, ordinances, rules and regulations related to use of the Premises.
- g. City or Dalton Public Schools as the case may be shall be solely responsible for obtaining, at their sole expense, all permits and approvals required to improve, maintain and repair the fields.
- h. The parties shall not bring or store, or allow to be brought or stored on the Premises, any Hazardous Materials (as defined below). The responsible party shall be solely

responsible for any and all claims, costs, losses, expenses, demands, action, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises arising from the use or handling, storage or other management of Hazardous Materials (as defined below). As used herein, "Hazardous Material" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U. S. C. § 1317); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U. S. C. § 9601 et seq. (42 U. S. C. § 9601); or (ix) defined as a "hazardous substance," "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

**-10-**

City and Dalton Public Schools shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to you, with limits of not less than \$1 million each



occurrence/ \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.

- (b) Automobile Liability insurance with limits not less than \$1 million per accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.

Any third party using or performing work on any portion of the Premises shall be required to maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and damage to premises rented to you, with limits of not less than \$1 million each occurrence/ \$2 million General Aggregate or the limits listed on the declaration page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million per accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Workers' Compensation Coverage, as required by the State of Georgia With the following minimum limits:
  - (1) Georgia statutory limits for employers;
  - (2) Employer's liability as follows:
    - (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 employer.

-11-

Upon expiration of five (5) years either party shall have the right to terminate this Agreement without cause by giving six (6) month's prior written notice to the other party. Otherwise, this Agreement shall automatically renew at each ten (10) year interval from original date unless terminated by agreement of the parties or by one party's giving six (6) months prior written notice to the other party. If termination shall so occur the dedication of any right of way or transfer of property as provided herein, shall remain permanent and there shall be no reversion of title to real estate.

-12-

Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or the date of deposit with a commercial courier or with the U.S. Postal Service shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed.

For the purpose of this Agreement, the address of Dalton Public Schools is:

Dalton Public Schools  
300 West Waugh Street  
P. O. Box 1408  
Dalton, GA 30722-1408  
Attn: Rusty Lount

And the address of City is:

City of Dalton  
P. O. Box 1205



Dalton, GA 30722-1205  
Attn: Andrew Parker, City Administrator

Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 12.

**-13-**

This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by Dalton Public Schools and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

**-14-**

Time is of the essence for each and every provision and obligation of this Agreement.

**-15-**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically in the event the City or Dalton Public Schools shall let or contract the venue out to a private person for use the requirements of O.C.G.A. § 51-1-53 shall be minimum requirements of such lease or contract and both the City and Dalton Public Schools shall be beneficiaries of such lease or contract as their interests may appear. The parties agree to submit to the jurisdiction of, and that venue is proper in, the federal court in Rome Georgia, or state courts of Whitfield County, Georgia, in any dispute arising out of this Agreement

**-16-**

If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect.

-17-

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. The parties have carefully read this Agreement and understand it. Each executes this Agreement as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

-18-

Each individual executing this Agreement on behalf of the City and Dalton Public Schools represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective entity and that the parties have full right and authority to execute and deliver this Agreement.

-19-

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

IN WITNESS WHEREOF, the City and Dalton Public Schools have executed this Agreement on the day and year first above written.

CITY OF DALTON

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DALTON PUBLIC SCHOOLS

By: \_\_\_\_\_



Its: Board Chair, Dalton Board of Education

ATTEST: \_\_\_\_\_



Superintendent, Dalton Public Schools

## RESERVED FOR THE CLERK OF SUPERIOR COURT

### CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF 1':23,442' AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.

THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS A CLOSURE PRECISION OF N/A.

## EQUIPMENT

ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C0137D, EFFECTIVE DATE 09/19/2007.

### BASIS OF BEARINGS

BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE GEO++ REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

SOURCE OF TITLE

TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN THE CITY OF DALTON, GEORGIA, BOARD OF EDUCATION PER DEED BOOK 3227, PAGE 19 (TAX PARCEL NO. 12-179-02-031) AND THE CITY OF DALTON PER DEED BOOK 2945, PAGE 157, DEED BOOK 2945, PAGE 161, AND DEED BOOK 3259, PAGE 71 (TAX PARCEL NO. 12-165-01).

## REFERENCES

1. FRAZIER ACRES PLAT 1 / PROPERTY OF JOHN PLANZER BY R.E. SMITH DATED SEPTEMBER 4, 1945. (PLAT BOOK 1, PAGE 268)  
2. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11, 1997, REVISED JANUARY 30, 1998.  
3. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11, 1997, LAST REVISED DECEMBER 15, 1997.  
4. PLAT FOR J&W INDUSTRIES, INC. BY N.B. DELOACH DATED OCTOBER 19, 1993. (DEED BOOK 4116, PAGE 277)  
5. 1/2 AC. MEADOW PLAT OF BRYAN SPENCE SUBDIVISION BY MITCHELL LOWERY DATED FEBRUARY 9, 2017, PLAT CABINET E, SLIDE 936)

## ZONING INFORMATION

THE SUBJECT PROPERTY IS CURRENTLY ZONED R-2

**BUILDING SETBACKS:**  
**FRONT (MAJOR):** 40'  
**(MINOR):** 25'  
**SIDES:** 10'  
**REAR:** 15'

GENERAL NOTES

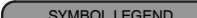
1. THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
2. THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF THE PLAT PREPARATION. THEREAFTER, THE SURVEYOR HAS NO OBLIGATION TO REVISIT THE PLAT.
3. NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC, NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXPECTED.
4. ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
5. LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OF PLAT OR PLAT RECORDS. THEREAFTER, THE SURVEYOR HAS NO OBLIGATION TO REVISIT THE PLAT OR PLAT RECORDS. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
6. CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT. THEREAFTER, THE SURVEYOR HAS NO OBLIGATION TO REVISIT THE PLAT OR PLAT RECORDS. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
7. THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
8. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED UNRELIABLE AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
9. ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
10. THIS SURVEY IS SUBJECT TO THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. §43-15-26) and (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OF THE ACCURACY OF THE SURVEY.
11. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL SURVEYORS, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS 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 OF THE GEORGIA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



CHRISTOPHER L. LEWIS, PLS  
GEORGIA PLS #3063 / GEORGIA LSF #1169  
TENNESSEE RLS #2824 / NORTH CAROLINA PLS #L-5329

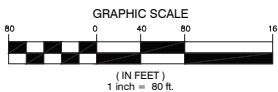
7/27/2021  
DATE



	STORM MANHOLE (STMH)
	SANITARY SEWER MANHOLE
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	UTILITY POLE
	TELEPHONE PEDESTAL
	LIGHT POLE
	SIGN
	IRON PIN FOUND (IPF)
	IRON PIN SET (IPS)
	BENCHMARK
	BUILDING SETBACK LINE
	CENTERLINE
	ROAD SIGN
	EXISTING CONTOUR
	STORM SEWER LINE
	OVERHEAD POWER LINE
	OVERHEAD TELEPHONE LINE
	UNDERGROUND ELECTRIC
	WATER LINE
	GAS LINE
	CHAIN LINK FENCE
	GUY WIRE
	OPEN TOP PIPE
	CRIMPED TOP PIPE
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	RIGHT-OF-WAY
	DEED BOOK PAGE
	FLAT BOOK PAGE
	TAX PARCEL NUMBER
	TEMPORARY BENCHMARK
	CORRUGATED METAL PIPE
	REINFORCED CONCRETE PIPE
	TOP OF WALL
	TITLE EXCEPTION REFERENCE



Know what's below.  
Call before you dig.



**FINAL PLAT (EXEMPT SUBDIVISION)**

**THE CITY OF DALTON**

BEING PT. TAX PARCEL NOS. 12-165-01 & 12-179-02-031  
LOCATED IN LAND LOTS 164 & 165, 12th DISTRICT, 3rd SECTION  
CITY OF DALTON, WHITFIELD COUNTY, GEORGIA

© 2021, LEWIS & ASSOCIATES SURVEYING, LLC

THIS DRAWING AND DESIGN ARE THE PROPERTY OF THE CONSULTANT. THEY ARE NOT TO BE USED, REPRODUCED, COPIED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONSULTANT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

[illegible]

DRAWING FILE: 20-209 City of Dalton-Hale

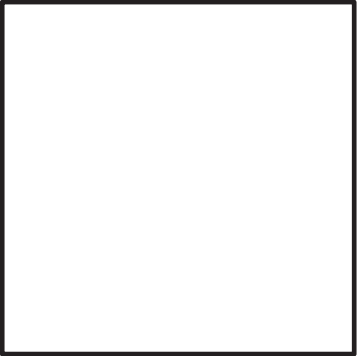
DWG SCALE: 1/8" = 1'-0"

		1/1
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95



EXHIBIT B - CITY OF DALTON & DALTON PUBLIC SCHOOLS IGA



**LEGEND**

- SS — STORM DRAIN LINE
- W — SANITARY SEWER LINE
- W — WATER LINE
- G — GAS LINE
- E — ELECTRIC LINE (OVERHEAD)
- E — ELECTRIC LINE (UNDERGROUND)
- X — FENCE LINE
- FDC — FIRE DEPT. CONNECTION
- OC — FIRE HYDRANT
- ⊙ — WATER VALVE
- ⊙ — WATER METER
- ⊙ — GAS METER
- ⊙ — POWER POLE
- B.S.L. — BUILDING SETBACK LINE
- P.O.B. — POINT OF BEGINNING
- #4RCS — #4 REBAR & CAP SET
- \_RCF — SIZE REBAR & CAP FOUND
- \_RF — SIZE REBAR FOUND
- \_AF — SIZE AXLE FOUND
- \_PF — SIZE PIPE FOUND
- \_RDF — SIZE ROD FOUND
- RRSF — RAIL ROAD SPIKE FOUND
- RWMF — R/W MONUMENT FOUND

**SURVEY NOTES**

1. FIELD WORK WAS PERFORMED USING A NIKON DTM 522 TOTAL STATION AND TDS RECON DATA COLLECTOR.

2. DISTANCES SHOWN ARE HORIZONTAL, GROUND, AND U.S. SURVEY FEET.

3. PLAT REFERENCE: PLAT FOR NEW FIRE STATION, CITY OF DALTON, BY ALLIED SURVEYING INC., DATED 12-13-01.

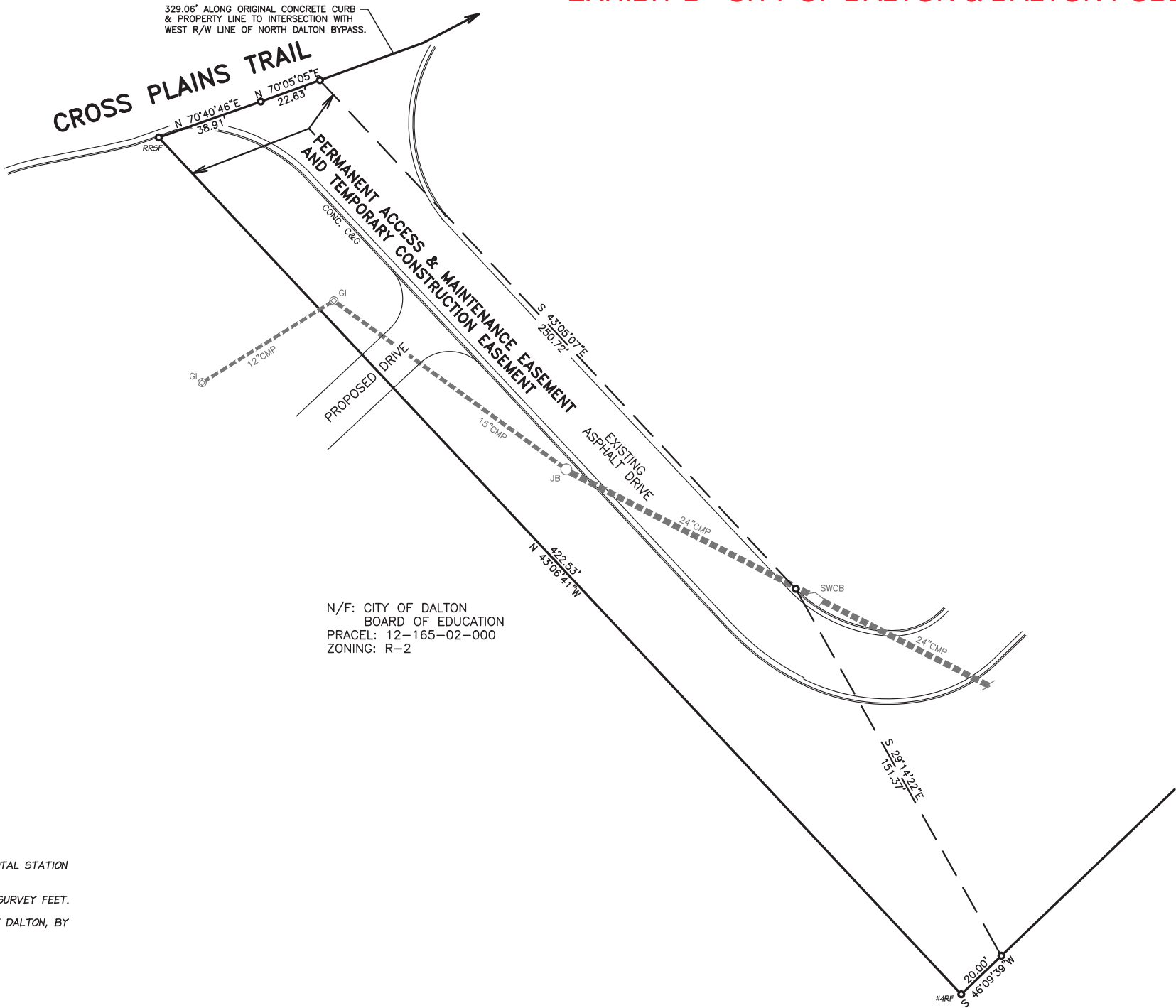
**SURVEYOR'S CERTIFICATION**

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

**G&M.C.**  
Craig M. Cook      GEORGIA R.L.S. #2691



N/F: CITY OF DALTON  
BOARD OF EDUCATION  
PRACEL: 12-165-02-000  
ZONING: R-2



OWNER: CITY OF DALTON  
PARCEL #: 12-165-03-000  
ZONING: R-2 (CITY OF DALTON)  
SURVEY TYPE: RETRACEMENT/EASEMENT

EASEMENT SURVEY FOR:  
**CITY OF DALTON  
(FIRE STATION)**  
LOCATED IN LAND LOT 165, 12th DISTRICT,  
3RD SECTION, WHITFIELD COUNTY, GEORGIA

**CCA CRAIG M. COOK & ASSOC.  
LAND SURVEYORS, INC.**  
346 BONIFACIOUS ROAD  
TUNNEL HILL, GA 30755  
OFFICE: (706) 516-4444  
Email: cclandsurveyors@gmail.com

FIELD DATE: 02-08-21	JOB NO: 1986
CREW: CC	FILE NO: 1986 ESMIT
PLAT DATE: 05-03-21	REVISED:
DRAWN BY: CC	
SCALE: 1"=30'	

## Exhibit C

### Joint Usage Agreement

Dalton Public Schools (DPS) has sole authority in scheduling and usage of the field located at Dalton Junior High School (DJHS) / The Dalton Academy (TDA). Dalton Parks and Recreation Department (DPRD) shall contact the Athletic Director of DJHS/TDA for all scheduling and usage request of this field.

- DPRD agrees that the usage of this field be limited to large tournaments or league championships.
- DPRD agrees that a DPRD employee responsible for the facility remain on site during its usage.
- DPRD agrees to adhere to facility usage request made by DJHS/TDA Athletic Director at time of use.
- All parties using DPS facilities will adhere to the policies and regulations established by the Dalton Board of Education.

Dalton Parks and Recreation Department has sole authority in scheduling and usage of the fields located at Park Creek Elementary School. Dalton Public Schools shall contact the DPRD Director or his designee for all scheduling and usage requests of these fields.

- DPS agrees to adhere to facility usage request made by DPRD Director or his designee at the time of use.
- DJHS/TDA agrees that a DJHS/TDA employee responsible for the facility remain on site during its usage.
- All parties using DPRD facilities will adhere to the policies and regulations established by the City of Dalton Recreation Commission.
- Both parties agree to usage terms set forth in the Intergovernmental Agreement between the City of Dalton and Dalton Public Schools.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8/16/2021

**Agenda Item:** Professional Services Agreement with Lowery & Associates Land Surveying, LLC for Topographic Survey at City Hall and Tyler Street Crossing

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$3,800 (lump sum price)

**Funding Source if Not in Budget** 2015 SPLOST

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

This request is to approve the Professional Services Agreement with Lowery & Associates Land Surveying, LLC to complete the survey work for City Hall and Tyler Street Crossing. A detailed topographical survey will be required to facilitate the design for stormwater improvements.

A Location Map of the survey area has been attached, and the work is to be completed within 4 weeks of the Notice To Proceed.

See attached proposal for additional information about the scope of work.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 16 day of August, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Lowery & Associates Land Surveying, LLC, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on August 23, 20 21. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before September 24, 20 21.



6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 3,800.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. 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 CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT 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 Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants 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 CONSULTANT'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 CONSULTANT'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 CONSULTANT, 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 CONSULTANT 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;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT'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 required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT 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 CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees 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 CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

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

12. INSURANCE: CONSULTANT 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 or as provided herein below, whichever is greater. CONSULTANT 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.

CONSULTANT 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.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’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.

16. 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.

17. 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 CONSULTANT shall be mailed to: Lowery & Associates Land Surveying  
317 Grassdale Rd  
Cartersville, Ga 30120

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.

18. 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 CONSULTANT’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 CONSULTANT 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 CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT 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 during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT 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 for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. 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. CONSULTANT 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 CONSULTANT, then CONSULTANT 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 shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except 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.

CONSULTANT:

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK



July 15, 2021

City of Dalton  
Attn: Megan Elliott

### **SURVEY SCOPE OF SERVICES**

Lowery & Associates Land Surveying will provide two complete surveys as specified below. The site consists of multiple areas for boundary determination (see areas in red on page 2 of this proposal).

Property lines and road right of way lines will be shown using field work, existing monuments and deeds of record. Certification cannot be provided for all encumbrances of record until a boundary survey and current title inspection report is provided. It is the client's responsibility to ensure said title report is delivered to Lowery & Associates in a timely manner. Revisions and any extra trips to the site about requested revisions will be billed at a fee to be negotiated at time of request. A survey of the site will be completed to locate all visible improvements including but not limited to buildings, curbs, walks, driveways, fences, sewer, and storm drainage. The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) format will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request.

### **DELIVERY & FEE SCHEDULE**

The estimated delivery date of the final survey is within 25 business days unless unforeseen circumstances, such as weather, delay the survey process. Payment will be made based upon an invoice issued with the delivery of the plat. Payment not made within 30 days of invoice date may be considered a default. In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs. It is understood that payment of surveying fees is not subject to any other conditions.

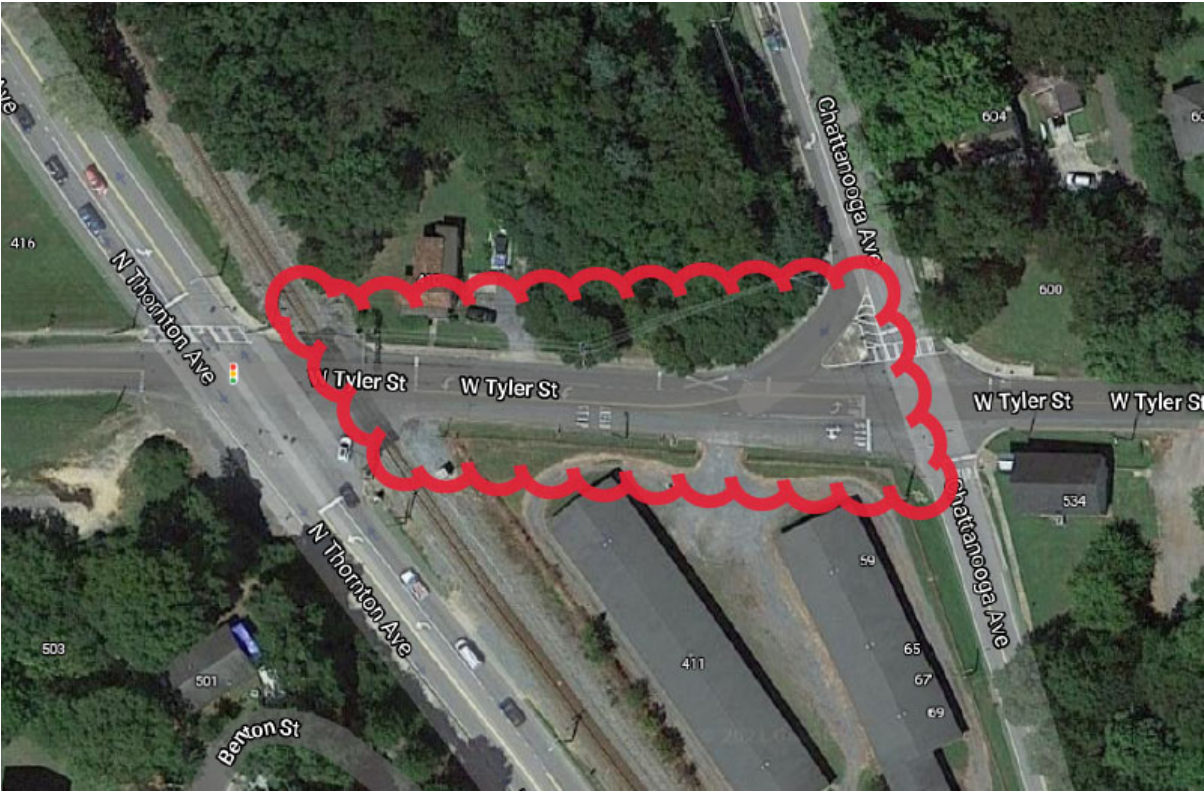
**Task A: Lump Sum Fee for the survey as specified above: \$1,900.00**

**Task B: Lump Sum Fee for the survey as specified above: \$1,900.00**

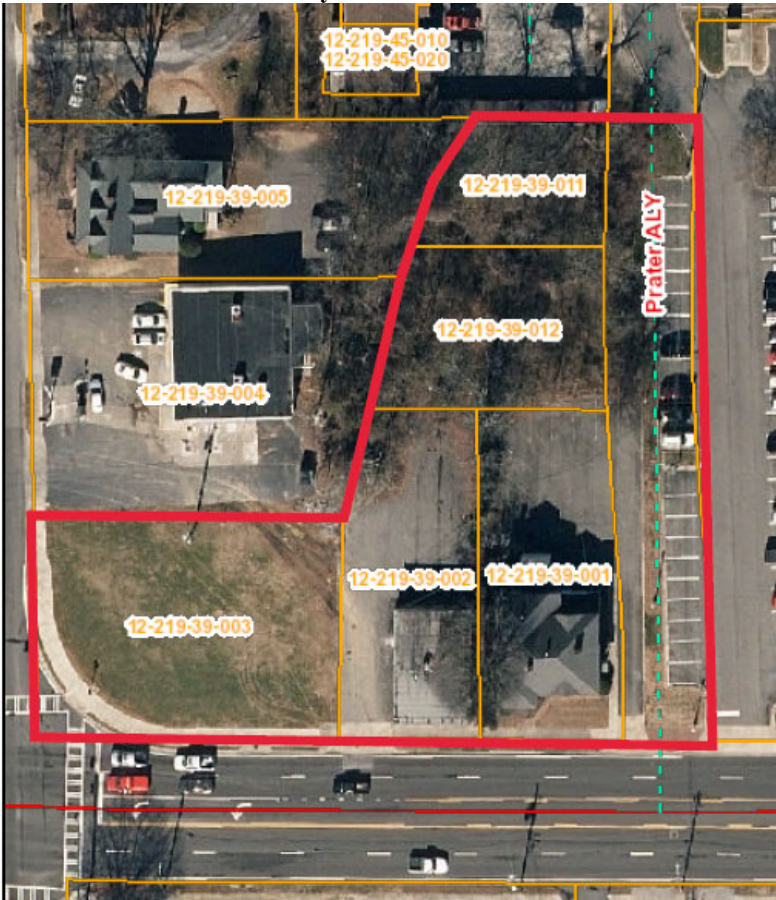
I authorize Lowery & Associates Land Surveying to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

\_\_\_\_\_  
Jason Burnette  
Lowery & Associates Land Surveying

\_\_\_\_\_  
Megan Elliott  
City of Dalton Public Works



Survey area for Task B







## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 08/16/21

**Agenda Item:** Construction Agreement for Resurfacing Tennis Courts

**Department:** Recreation

**Requested By:** Greg Walker

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

**Cost:** \$46,385

**Funding Source if Not in Budget** 2021 CIP

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

General Construction Agreement with Signature Tennis Courts for Resurfacing 10 Tennis Courts at Lakeshore Park
--

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 16th day of August, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Signature Tennis Courts, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 28 Cedar St., Dalton, GA 30720 upon which the Parks and Recreation Department operates Lakeshore Tennis Center and Complex; and

WHEREAS, CITY desires to resurface 10 Tennis Courts and seal cracks as well as patch where needed upon said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at Courts 1-10 at Lakeshore Park, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed depending on court schedule.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the

subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the #072921 (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on August 30<sup>th</sup>, 2021. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before September, 2021.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$46,385 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.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$200 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such

items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. 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 Director of Public Works;
- (d) to permit access to the subject public subject property 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;

10. 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;
- (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 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) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

11. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY

harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-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 Subject property that may be at any time 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.

12. 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.

CONSULTANT 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.

- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. 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.

16. 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.

17. 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: Signature Tennis Courts  
1025 Rose Creek Dr. Ste. 620-244  
Woodstock, GA 30189

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.

18. 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 Subject 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.

19. 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.

20. 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.

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

23. 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 shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except 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:

\_\_\_\_\_

By: \_\_\_\_\_

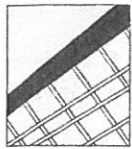
Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK



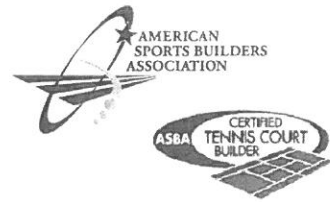
# SIGNATURE TENNIS COURTS

Mike Imbornone, CTCB, Owner

PHONE: 404-642-5002

FAX: 770-516-0916

[MIKE@SIGNATURETENNIS.COM](mailto:MIKE@SIGNATURETENNIS.COM)



July 23, 2021

TO: DALTON PARKS AND RECREATION / LAKESHORE PARK

28 CEDAR STREET DALTON, GA 30720

RFP #072921

## RESURFACE 10 COURTS AT LAKESHORE PARK

1. CLEAN COURTS AS NECESSARY
2. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL STRUCTURAL CRACKS (1/16" OR LARGER)  
THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
3. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER  
NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
4. APPLY 3 COATS OF ACRYTECH FULL ACRYLIC PLAYING SURFACE  
NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY  
**(COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)**
5. STRIPE 10 REGULATION TENNIS COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
6. SAND AND PAINT NET POSTS, RE-HANG NETS AND CLEAN WORK SITE THOROUGHLY

RESURFACE WITH RITE WAY CRACK REPAIR SYSTEM: \$46,385

**NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.**

NOTE: SIGNATURE TENNIS DOES NOT FEEL THAT IT IS AN OPTION TO RESURFACE THE COURTS WITHOUT INSTALLING THE RITE WAY SYSTEM OR A COMPETITIVE PRODUCT, AS THE CRACKS WILL MOST ASSUREDLY RETURN DURING THE FIRST WINTER.

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

\_\_\_\_\_  
ACCEPTANCE SIGNATURE

\_\_\_\_\_  
DATE

## Executive Summary

Signature Tennis Courts, Inc., strives to provide exceptional professional services, high quality products and outstanding customer service to each client and in each project that we undertake. For this request for proposal, Signature Tennis Courts, Inc. is proposing to resurface 10 hard courts at Lakeshore Park, located in Dalton, Georgia.

The project team consists of

Mike Imbornone (35 years' experience) - Owner / Supervisor / Point of Contact

Tom Heinen (15 years' experience) – Foreman / Grading Expert

Andy Reinish (35 years' experience)– Foreman / Clay Court Specialist

Matt Imbornone (5 years' experience) – Project Coordinator

Jose Hernandez (10 years' experience) – Color Coating Specialist

Steve Lottinger (2 years' experience)– Foreman

Vic Sikes (8 years' experience) – Paving Expert

Graham Glisson (7 years' experience) – Paving and Asphalt Expert

Bill Osterhold (10 years' experience) – Foreman and Project Specialist

## Company History

Signature Tennis was founded in 2003 when the owners recognized a client driven need for exceptional professional services, high quality products and outstanding customer service in this mature industry segment. Further, the company insured that it was positioned to fulfill all aspects of the business from new court construction to providing the most basic maintenance / product needs. Since those key ingredients were defined the company has steadily grown into a highly regarded provider in all areas of the tennis court construction, maintenance and accessories business. Throughout these initial years the company has distinguished itself as the premiere choice of a discerning client base consisting of exclusive Country Clubs and top tier Tennis Facilities in the market area. Today Signature Tennis continues to set the highest standards for delivering on the promise of outstanding customer service and products to its broad base of demanding customers.

## Primary Business

Signature Tennis Courts, Inc., is expert in building very large private and municipal facilities.



## Experience

In the past three years Signature Tennis Courts, Inc., has rebuilt the Clemson University Tennis Center in Clemson, South Carolina, which included 6 new indoor courts and 12 new outdoor courts, has built 54 new courts at the Rome Tennis Center in Rome, Georgia, and has built 27 new hard and clay courts at Cooper Creek Tennis Center in Columbus, Georgia.

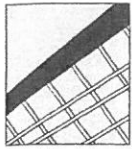
- ⇒ Georgia Tech Ken Byers Tennis Facility – 16 court facility
- ⇒ Reynolds Plantation Lake Club – 10 court facility – Voted USTA Facility of the year / 2009
- ⇒ Druid Hills Golf Club – 10 court facility
- ⇒ Piedmont Driving Club – 6 court facility
- ⇒ Ansley Golf Club – 8 court facility
- ⇒ Capital City Club – 8 court facility
- ⇒ Dunwoody Country Club – 14 court facility
- ⇒ Inverness Racquet Club Birmingham, Al – 15 court facility
- ⇒ Horseshoe Bend Country Club – 14 court facility – Voted USTA Facility of the year / 2015
- ⇒ Towns County – 14 court Pickle Ball facility / 2015
- ⇒ Spalding Co Pickle Ball / Wyomia Tyus Park – 14 court Pickle Ball facility 2017
- ⇒ Bitsy Grant – 12 court facility / 2018

## Company Principles

Signature Tennis Courts, Inc., is clearly the recognized quality leader in tennis court construction, repair and maintenance in the market areas it serves. The reason for this is based on the company's ability to meet the expectations of a client base of this area's highest profile tennis facilities and country clubs. In addition, Signature Tennis sets itself apart from the competition with its core staff of professionals with over 125 years of hands on experience in all aspects of the tennis business.

## Duration

Signature Tennis Courts, Inc. anticipates this project to take 2 to 2 1/2 weeks approximately from start date to completion.



## SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

[MIKE@SIGNATURETENNIS.COM](mailto:MIKE@SIGNATURETENNIS.COM)



Mike Imbornone (Owner)

City of Sandy Springs

1 Galambos Way

Sandy Springs, Ga 30328

Mike Perry

770-730-5600

[mperry@sandyspringsga.gov](mailto:mperry@sandyspringsga.gov)

Resurfaced tennis courts at various Parks 2009 to present

City of Milton

2006 Heritage Walk

Milton, Ga 30004

Tom McKlveen

678-584-3461

[tom.mcklveen@cityofmiltonga.us](mailto:tom.mcklveen@cityofmiltonga.us)

Resurfaced 4 courts with rite way Milton Tennis Center 2019

Cobb County Parks

100 Cherokee St. Suite 410

Marietta, Ga 30090

Mark Chandler

770-528-8831

[mark.chandler@cobbcounty.org](mailto:mark.chandler@cobbcounty.org)

Resurfaced 118 courts with rite way at 18 County facilities 2019

Cherokee Recreations and Park

Jordan R. Wood, CPRP

7545 Main Street – Building 200

Woodstock, GA 30188

770-924-7768

[jrwood@cherokeega.com](mailto:jrwood@cherokeega.com)

Resurfaced 10 courts with rite way at Cherokee Tennis Center 2019 and converted 2 tennis courts at Kenney Askew Park to 6 permanent pickle ball courts 2021

More references available upon request

**2021**  
**Cherokee County Occupation Tax Certificate**

This certifies that the business or individual listed below is hereby authorized to  
conduct business within the Unincorporated Areas of Cherokee County.

**LC2007027658**  
**SIGNATURE TENNIS COURTS, INC.**

**242 Rose Cottage Dr, Woodstock, GA 30189**

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This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

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**OTC20210000232**

Issuance Number

---

541618

NAICS Code

---

Home Occupation

TYPE



---

**January 04, 2021**

Date Issued

---

Occupation tax is payable annually  
starting January 1

Date Due

*Kati L. Parker*

License Officer

FireRMS:

OccNum:



**2021 Occupation Tax Certificate**

Development Service Center  
1130 Bluffs Parkway  
Canton, GA 30114

SIGNATURE TENNIS COURTS, INC.  
1025 Rose Creek Drive  
Suite 620-244  
WOODSTOCK, GA 30189





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 404-756-7530 Boykin Insurance Inc. 99 Bradley St. NE Atlanta, GA 30312	<b>CONTACT NAME:</b> Jannette Boykin <b>PHONE (A/C, No, Ext):</b> 404-756-7530 <b>E-MAIL ADDRESS:</b> jannette@boykininsurance.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> 404-642-5002 SIGNATURE TENNIS COURTS INC 1025 Rose Creek Drive Woodstock, GA 30189	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B : Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER C : The Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER D : Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co	24082	INSURER B : Ohio Security Insurance Co	24082	INSURER C : The Ohio Casualty Insurance Co	24074	INSURER D : Ohio Security Insurance Co	24082	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		BKS (22) 58616502	02/27/2021	02/27/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAS (22) 58616502	06/13/21	02/27/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		USO (22) 58616502	02/27/21	02/27/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ 10,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	Y/N Y N/A	WXS (22) 58616502	07/19/2021	07/19/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marie			BKS (22) 58616502	02/27/21	02/27/22	\$56,000 2019 T650 Bobcat Track Loader #ALJG29251 with bucket forks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jannette S. Boykin</i>

***Tennis Court Resurfacing***  
**Request For Proposals**  
**Dalton Parks and Recreation Department**

**OVERVIEW**

The City of Dalton ("Dalton") Parks and Recreation Department ("DPRD") seek proposals to resurface asphalt-based tennis courts at **Lakeshore Park (Courts 1-10) located at 28 Cedar Street, Dalton, GA 30720.**

**SCHEDULE**

<b>Mandatory pre-bid meeting</b>	<b>Tuesday, July 20, 2021</b>	<b>11:00AM</b>
<b>RFP's Due:</b>	<b>Thursday, July 29, 2021</b>	<b>2:00 PM</b>

**PROPOSAL CORRESPONDENT**

Upon Release of this Request for Proposal, all vendor communications concerning this project must be directed to DPRD correspondent listed below:

**Greg Walker, Recreation Superintendent-Interim Director/Project Manager**

Dalton Parks and Recreation

904 Civic Dr., Dalton, GA 30720

Phone: 706-278-5404

FAX: 706-278-1057

gwalker@daltonga.gov

Unauthorized contact regarding the proposal with other DPRD employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City and DPRD. Vendor should rely only on written statements issued by the DPRD correspondent.

**PROPOSAL RESPONSE DATE AND LOCATION**

Envelopes containing RFP's must be sealed, addressed to City of Dalton-Finance Department, 300 W Waugh Street, Dalton, GA 30720 and marked as follows: **"bid #072921"**.

The City Finance Department must receive the vendor's proposal in a sealed envelope, in its entirety, not later than **2:00 PM**, Daylight Savings Time at the Finance Office in Dalton, Georgia on **Thursday, July 29, 2021**. Proposals will be opened publicly in the City Finance Department, 300 W Waugh Street, Dalton, GA on Thursday, June 29, 2021 at 2:05 p.m. but will not be made public at that time.

Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

**WAIVER OF TECHNICALITIES**

All items must meet or exceed specifications as stated by DPRD. The City reserves the right to waive any technicalities and to reject or accept any proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City. Determination of best response to proposal will be the sole judgment of the City. Proposals shall remain valid for ninety days from the date of proposal opening.

## **MODIFICATION OF PROPOSALS**

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if DPRD or the City Finance Department determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after the Proposal opening:

- (1) Price Information; and
- (2) Any required Insurance

## **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the proposal opening.

## **PROPOSER'S RESPONSIBILITY**

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a proposer, within the past three years, shall be deemed to be such a failure.
- The previous and existing compliance by the proposer with laws relating to the contract or service.
- If the proposer will be unable, financially or otherwise, to perform the work.
- At the time of the proposal opening, the proposer is not authorized to do business in the Georgia, or otherwise lacks a necessary license, registration or permit.
- Any other reason deemed proper by the City of Dalton in its sole discretion.

## **PROPRIETARY PROPOSAL MATERIAL**

All information contained in the proposal is subject to public disclosure as provided by the Georgia Open Records Act.

## **NO OBLIGATION TO BUY**

The City reserves the right to refrain from contracting with or purchasing from any vendor. The release of this request for proposals does not compel the City to enter into any contract.

## **COST OF PREPARING PROPOSALS**

The City is not liable for any cost incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this proposal.

## **PROPOSAL AWARD AND EXECUTION**

Proposers submitting proposals may be afforded the opportunity for discussion, negotiation and revision of proposals. All responsible offerors found by the City to have submitted proposals reasonably susceptible of being selected for award will be given the opportunity to participate in such discussions, negotiations and revisions.



## **PROPOSAL REQUIREMENTS/EVALUATION CRITERIA**

DPRD will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specification as outlined in this Proposal. The City reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may be rejected by DPRD. Interested firms must follow the process outlined in the following pages in submitting their proposal.

The following criteria and the weight assigned to each will be used to evaluate proposals:

- Cost of complete project. Maximum Points – 40
- Experience with projects of similar size. Including 3 references from similar work performed within the last two (2) years. Maximum Points – 20
- Workmanship warranty statement and product warranty. Maximum Points – 20
- Type of durability and quality of product(s) submitted by proposer. Maximum Points – 15
- Minority business status. Maximum Points – 5

## **MANDATORY VENDOR AND INSURANCE REQUIREMENTS**

Any contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active vendor with the City before the contract is awarded. The City of Dalton vendor Packet can be found at Exhibit A. Insurance requirements are contained within the vendor packet. The vendor shall add the “City of Dalton” as an additional insured under the commercial general and automobile liability policies.

## **SCOPE OF WORK (Product/Service Requirements)**

The following specifications are provided as a minimal requirement only. DPRD will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by DPRD.

### **A. OBJECTIVE**

To Repair and Resurface listed tennis courts as required to bring the courts up to USTA standards required by DPRD no later than September 17<sup>th</sup>, 2021.

### **B. INTERPRETATION**

All questions about the definition and intent of these specifications shall be directed to the Parks/Project Manager so designated by Dalton Parks and Recreation.

### **C. EXAMINATION OF SITE AND SPECIFICATIONS**

Before submitting a proposal, each proposer must:

1. Examine the specifications and scope of work thoroughly;
2. Visit the site to familiarize themselves with conditions that may affect the performance of the work;
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
4. Carefully correlate observations with the requirements of the specifications. Any cost incurred or implied in the preparation of this proposal will be at the expense of the proposer and Dalton Parks and Recreation will not honor any request for reimbursement of costs incurred. The Submission of a Proposal will constitute an incontrovertible representation by the proposer that it has complied with all of the above requirements.

### **D. RESURFACING MATERIALS AND APPLICATIONS**

When submitting a proposal, the proposer should identify the manufacturer of the product chosen and submit along with the proposal, the manufacturer’s product data, including surface and crack preparations and application instructions and color samples.



1. Approved materials are:
  - a. Laykold Colorcoat
  - b. Southern Sport Surfaces
  - c. Color Coat
  - d. Sportmaster
  - e. Rite Way
  - f. Other fast dry resurfacing material upon approval by owner
2. Delivery, Storage, and Handling
  - a. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying product name and manufacturer.
  - b. Store and handle materials in accordance with manufacturer's instructions.
  - c. Keep materials in manufacturer's original, unopened containers and packaging until application.
  - d. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
  - e. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.
3. Do not apply asphalt tennis court surface color coating when air or surface temps are below 50 degrees F during application or within 24 hours after application.
4. Do not apply asphalt tennis court surface color coating when rain is expected during application or within 24 hours after application.
5. All courts (1-10) will be resurfaced with color of choosing by the DPRD with white border outside.
6. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.
7. Specific Site Needs
  - A. Lakeshore Courts 1-6
    1. Repair and fill cracks, patch where needed, replace/repair net post as needed, resurface/stripe all courts.
  - B. Lakeshore Courts 7-10
    1. Repair and fill cracks, patch where needed, replace/repair net post as needed, resurface/stripe all courts.

#### **E. PLAYING LINES**

After the surface has thoroughly cured, layout tennis court line markings in accordance with USTA Rules of Tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with one coat of primer and two (2) coats of approved line paint.

#### **F. NET POSTS**

All net posts are to be wire brushed and painted with a rust resistant paint. If needed re-place post with new post.

#### **G. CLEAN UP**

Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.

#### **H. PROTECTION**

Allow a minimum of 24 hours curing time before opening tennis courts for play.

## **PROPOSAL FORMAT**

Proposers are required to provide, at a minimum, the following:

Proposal Certification pages (completed)

Service references (minimum of three to include contact information)

Include a brief overview and history of your company, including but not limited to the following:

Number of years in business; owner of business (show parent company if subsidiary) and headquarters location (address, city, county, state, country, phone number)

Copy of business license (or occupational tax certificate) and any other licenses that pertain

Copy of Certificate of Insurance as stated in this document

## **Responsibilities of the Proposer**

The Proposer, at its sole expense shall, as it pertains:

- Deliver a quality product/service.
- If DPRD selects this option, provide routine maintenance and service included replacing all parts of equipment which are faulty and/or worn out for a period of 5 years.
- Repair or replace inoperable items within 48 hours of notification by the City or DPRD for a period of 5 years.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** August 16, 2021

**Agenda Item:** Mercer Group Agreement - Ratification

**Department:** Parks and Recreation

**Requested By:** Greg Batts

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

**Cost:** @ \$21,600

**Funding Source if Not in Budget** Parks and Recreation Budget

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

Agreement to engage the Mercer Group to perform executive search for Parks and Recreation Director
--



## MERCER GROUP ASSOCIATES



REDDISH EXECUTIVE SEARCH, LLC

107 Indigo Lane  
Athens, GA 30606

(706) 614 4961  
alanreddish51@gmail.com

TO: Gregg Batts, Human Resources Director  
City of Dalton

FR: Alan Reddish, Senior Associate  
Mercer Group Associates

RE: Recreation Director Search Proposal

DT: August 7, 2021

Thank you for allowing Reddish Executive Search Associates, dba Mercer Group Associates to provide a proposal to assist the City of Dalton with its search for a Recreation Director. This appointment is important to the citizens of Dalton so the selection process should be conducted carefully to ensure that the person selected truly satisfies the unique needs of the community. Mercer Group Associates will provide a quality search process by partnering with the City to recruit a Recreation Director who embraces the values of the Dalton community and has the required recreation and management experience necessary for success.

Mercer Group has extensive experience conducting executive level searches for local governments across the country. The team specifically assigned to your project, Alan Reddish and Lisa Ward, has conducted approximately 50 local government searches in Georgia in the last four years. We are former Georgia local government practitioners whose Georgia experience and knowledge base are unmatched by other firms.

Ms. Ward and I will be the professionals you interact with throughout the entire search process and are available to be on-site twice during the search process (if allowed by Covid-19 restrictions). If additional on-site visits are needed, they can be easily arranged since your project will be managed from our office in Athens. Biographical information about our Georgia team members is shown below along with a partial list of Georgia searches they have conducted.

### **W. Alan Reddish, Senior Associate**

Mr. Reddish specializes in Executive Search for Mercer Group Associates and will serve as the Project Manager for your search. He has over 35 years of experience as a local government manager serving as Manager in three Georgia communities, most recently retiring as Manager of the Unified Government of Athens-Clarke County after 15 years of service. In that capacity Mr. Reddish was responsible for an operating budget exceeding \$190 million, 1700 employees, and three capital programs totaling over \$500 million. During his tenure as Manager, Mr.





Reddish conducted many national searches to recruit and hire a professional team of department directors to ensure efficient delivery of services to the Athens-Clarke County community of 123,000, which is home to the University of Georgia. Positions filled included Asst. County Manager, Finance Director, Information Technology Director, Leisure Services Director, Police Chief, Fire Chief, Solid Waste Director, Economic Development Director, and Human Resources Director.

Mr. Reddish's professional career also includes three years of service as the Associate Director of the Carl Vinson Institute of Government at the University of Georgia. In that role he was responsible for the management of faculty and support staff that delivered 500 training and professional development programs annually to local and state government officials throughout Georgia.

Mr. Reddish holds a Bachelor's degree in Political Science from the University of Georgia and a Master's degree in Public Administration from Troy State University. He received the first *Pillar of the Profession Award* from the Georgia City/County Management Association which annually recognizes a person that has demonstrated a sustained commitment to personal and professional development along with mentoring, coaching, and counseling peers and other local government officials.

#### **Lisa A. Ward, Senior Associate**

Lisa Ward will serve as the Senior Consultant for this project. Ms. Ward has 30 years of combined government and human resources experience. She worked for many years at the Director level in various Human Resources functions of local government. Prior to becoming a member of the Mercer team, Ms. Ward was responsible for developing, implementing, and administering programs and policies for the nation's second largest Electric Membership Corporation (EMC). Ms. Ward handled all employee benefits administration, recruiting and retention strategies, as well as employee performance management, training, and development. She has been responsible for self-funded insurance programs including, health, dental, short-term disability, general liability, and worker's compensation, managing millions of dollars annually.

Ms. Ward retired June 1, 2008, as an officer from United States Air Force with 23 years of active and reserve military service. During her military career she served in three branches of the armed forces: Navy, Army and Air Force which provided her an in-depth understanding of the importance of diversity, confidentiality, and leadership development.

Ms. Ward has a Master's Degree in Public Administration (MPA) from the University of North Florida in Jacksonville, Florida and a Bachelor's Degree in Psychology from the University of Nebraska. In July 2016, Lisa attended the Senior Executive Institute (SEI) at the University of Virginia focusing on high performing organizations. She is a Human Resources professional and holds her PHR and SHRM-CP certifications. Ms. Ward served as the President of the Athens-Area Society for Human Resources Management (AASHRM) from 2016-2018 and recently





served on the ICMA Veteran's Task Force. She serves as a volunteer Guardian Ad Litem in her community advocating for children in need for the local court system. Ms. Ward also serves as a Board Member for the non-profit organization, Blessings in a Backpack, feeding children that would otherwise go without meals on the weekends.

**Partial List of Searches Conducted by the Mercer Group Associates—Georgia Team:**

Recreation Directors

- Roswell, Upson County

City/County Managers/Administrators

- Norcross, Roswell, Brunswick, Cartersville, Clarkston, Avondale Estates, South Fulton, Fairburn, Social Circle, Glynn County, Flowery Branch, Jesup
- Assistant Managers: Liberty County, Carrollton, Bryan County

Public Works, Engineers, Utility, Stormwater Directors

- Savannah, Bryan County, Milton, Statesboro, Newnan, Lawrenceville, Valdosta

Fire Chiefs

- Columbus, Milton

Police Chiefs

- Savannah, Forest Park, Chamblee, Valdosta, Columbus, Burlington NC
- Executive Director of the Georgia Association of Chiefs of Police

Human Resources Directors

- Clayton County Water Authority, Savannah, Richmond Hill, Hall County, Henry County, Bryan County

The proposed Professional Services Agreement and Scope of Services for your search is attached below as Attachment "A". We look forward to working with Dalton on this important project. If you have any questions concerning our proposal, please give me a call at 706-614-4961 or email me at [alanreddish51@gmail.com](mailto:alanreddish51@gmail.com).

Sincerely,

W. Alan Reddish  
Senior Associate  
Mercer Group Associates



Attachment "A"

**PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT, made as of this 8<sup>th</sup> day of August, 2021, by and between **REDDISH EXECUTIVE SEARCH ASSOCIATES LLC, dba Mercer Group Associates** and the **CITY OF DALTON** a municipal corporation of the state of Georgia.

**WITNESSETH:**

WHEREAS, the City of Dalton (hereinafter referred to as "City") has made a request for a final proposal from Reddish Search Associates LLC, dba Mercer Group Associates (hereinafter referred to as "Mercer") to assist the City in conducting a search for a Recreation Director (hereinafter referred to as "Director"); and

WHEREAS, the City selected Mercer's proposal as the proposal that best meets its needs and the City desires to hire Mercer to perform the search; and

WHEREAS, Mercer desires to provide professional assistance to the City as it undertakes its responsibility of hiring a Recreation Director.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to work with the City to conduct an effective search process for filling the position of Recreation Director in accordance with the Scope of Services outlined and attached (Appendix "A") and made a part of this agreement.
2. The City agrees to compensate Mercer for its services with a base fee of \$17,500 (seventeen thousand five hundred dollars). The City also agrees to reimburse Mercer for direct expenses incurred such as advertising, third-party background checks, consultant travel/lodging, report preparation and other reasonable incidentals. Cost for direct expenses will not exceed \$4,100 (four thousand one hundred dollars) without written approval of the City. The cost for final candidates to travel to Dalton for interviews or other reasons required by the City is not included in this agreement. Those costs may be paid by the City directly to the candidates on a reimbursement basis and are difficult to estimate because they are dependent upon the number of candidates the City selects to interview, and the distance candidates must travel for the interviews.



The City agrees to pay one-third of the base fee (\$5,833.33) at the time notice to proceed is given to Mercer; one-third (\$5,833.33) when applications are closed and Mercer provides a recommended list of semi-finalists to the City to be approved for more intensive review by Mercer; and the final one-third (\$5,833.33) when interview packages of the semi-finalist, recommended by Mercer and approved by the City, are delivered to the City and interview dates are established by Mercer in coordination with the City. All payments for agreed upon services shall be due and payable upon the submittal of an invoice by Mercer describing services completed.

3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Georgia.
4. The City and Mercer agree that Reddish Executive Search Associates LLC, dba Mercer Group Associates is an independent contractor to the City and Mercer acknowledges that it will not be the recipient of any benefits granted to employees by the City.
5. Mercer confirms that the firm presently is a member of the E-Verify program and will apply the E-Verify process during the entire duration of this contract to ensure the firm does not employ or sub-contract with persons who are illegal aliens or who otherwise cannot legally work in the United States.
6. Mercer confirms that the firm is an equal opportunity employer and assures equal opportunity based on ability and fitness for all employees, contractors, and applicants regardless of race, color, religion, sex or sexual orientation, age, marital or veteran's status, national origin, or the presence of any sensory, mental, or physical disability. Our equal employment policy is disseminated to all applicants, employees, and contractors. The intent of this policy applies to internal operations, recruitment, and consulting activities conducted by the firm.
7. The City and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of the receipt of such notice.
8. The City and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this agreement.
9. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party





terminate this agreement, the City shall only be obligated to pay Mercer for those services rendered as of the date of termination.

**REDDISH EXECUTIVE SEARCH ASSOCIATES, LLC**  
dba Mercer Group Associates

*W. Alan Reddish*

W. Alan Reddish  
Senior Associate

**CITY OF DALTON, GA**

BY: *[Signature]* Mayor

(Name and Title)

Attest: *Valerie Brock*



## Scope of Services: Recreation Director Search

### PROJECT TEAM

The following Mercer team members will be responsible for assisting the City of Dalton with its search for a Recreation Director Search.

#### **W. Alan Reddish, Senior Associate**

Mr. Reddish specializes in Executive Search for the Mercer Group and will serve as the Project Manager and primary contact for this search. He focuses his work on the State of Georgia having completed dozens of Georgia local government executive searches over the past four years.

Mr. Reddish has over 35 years of experience as a local government manager serving as Manager in three Georgia communities, most recently retiring as Manager of the Unified Government of Athens-Clarke County after 15 years of service. In that capacity Mr. Reddish was responsible for an operating budget exceeding \$190 million, 1700 employees, and three capital programs totaling over \$500 million. During his tenure as Manager, Mr. Reddish conducted many national searches to recruit and hire a professional team of department directors to ensure efficient delivery of services to the Athens-Clarke County community of 123,000, which is home to the University of Georgia.

Mr. Reddish's professional career also includes three years of service as the Associate Director of the Carl Vinson Institute of Government at the University of Georgia. In that role he was responsible for the management of faculty and support staff that delivered 500 training and professional development programs annually to local and state government officials throughout Georgia.

Mr. Reddish holds a Bachelor's degree in Political Science from the University of Georgia and a Master's degree in Public Administration from Troy State University. He received the first *Pillar of the Profession Award* from the Georgia City/County Management Association which annually recognizes a person that has demonstrated a sustained commitment to personal and professional development along with mentoring, coaching, and counseling peers and other local government officials.

#### **Lisa Ward, Senior Associate**

Lisa Ward will serve as the Senior Consultant for this project. She has 30 years of combined government and human resources experience. Ms. Ward worked for many years at the





Director level in various functions of local government related to Human Resources. Prior to becoming a member of the Mercer team, Ms. Ward was responsible for developing, implementing, and administering programs and policies for the nation's second largest Electric Membership Corporation (EMC). Ms. Ward handled all employee benefits administration, recruiting and retention strategies, as well as employee performance management, training, and development. She has been responsible for self-funded insurance programs including, health, dental, short-term disability, general liability, and worker's compensation, managing millions of dollars annually.

Ms. Ward retired June 1, 2008, as an officer from United States Air Force with 23 years of active and reserve military service. During her military career she served in three branches of the armed forces: Navy, Army and Air Force which provided her an in-depth understanding of the importance of diversity, confidentiality, and leadership development.

Ms. Ward has a Master's Degree in Public Administration (MPA) from the University of North Florida in Jacksonville, Florida and a Bachelor's Degree in Psychology from the University of Nebraska. In July 2016, Lisa attended the Senior Executive Institute (SEI) at the University of Virginia focusing on high performing organizations. She is a Human Resources professional and holds her PHR and SHRM-CP certifications. Ms. Ward served as the President of the Athens-Area Society for Human Resources Management (AASHRM) from 2016-2018 and recently served on the ICMA Veteran's Task Force.

## WORK PLAN

Mercer Group's work plan will be interactive with the City throughout the entire search process. Mercer will be on-site (as permitted by Covid-19 restrictions) during the Position Analysis or Candidate Screening phases as well as the Interview phase of the Work Plan described below. Additional visits easily can be scheduled since your project will be managed from our Athens office. The Recreation Director search will be a national search but will demonstrate sensitivity to candidates that have local and regional qualifications.

**Position Analysis:** Mercer will conduct individual interviews with the City Administrator and other stakeholders identified by the Administrator to determine the goals, future plans, major local issues, desirable qualities of the new Director, expected leadership style, minimum training and experience required. Based on those interviews/meetings and review of the job description adopted by the City, Mercer will prepare a draft position profile in the form of a recruitment brochure designed to attract highly qualified applicants. The profile will include information about the City, services provided, major issues to be addressed, the position duties and responsibilities, minimum qualifications, and selection criteria. The final profile will be approved by the City in order to arrive at a general agreement regarding the specifications for the position. The completed recruitment brochure will be used primarily in an electronic format attached to all national, regional, and state announcements concerning the Director search.



**Recruitment Process:** Mercer will work with the City to determine which advertising options are most likely to produce quality applicants for the position. These ads will be primarily electronic postings on national and state websites related to professional journals, professional newsletters, and other websites typically viewed by management professionals. These outreach efforts will include postings specifically focused on creating a diverse candidate pool for the City's consideration. Mercer will also make direct contact with persons in recreation positions listed in Mercer Group's database. This database includes potential candidates who are currently serving as Recreation Directors, Assistant Directors, and other upper-level recreation and leisure services professionals. Mercer will also rely heavily on our personal contacts with recreation professionals we have developed relationships with during recent searches who may meet the City's requirements. The formal recruitment process will be not less than 30 days to ensure many qualified candidates are aware of the opportunity and have adequate time to apply.

**Resume Review:** All resumes/applicants will be received directly by Mercer. Mercer will review and analyze each applicant's background and experience against the approved position profile criteria. Applicants not meeting the minimum requirements will be placed in "hold" status and will not continue to be actively considered. Mercer will acknowledge all resumes received and keep candidates informed of their status as the process evolves.

**Candidate Screening:** An initial screening of the most promising candidates will be conducted by Mercer through telephone/video interviews and preliminary reference checks to assess educational background, technical knowledge, experience level, management style, and personality traits. Once the initial screening is completed, Mercer will select a short list of 5-7 candidates that appear to be the most qualified and most closely match the position profile criteria. A summary of those candidates' resumes and background information, gathered by Mercer to date, will be shared with the City to determine if the candidates meet expectations and therefore should be evaluated further by Mercer. The City will be asked to select 4-5 semi-finalists for extensive background checks by Mercer and ultimately to be interviewed assuming they successfully complete the Mercer background checks. If none of these candidates are satisfactory to the City, Mercer will continue the search process at no additional cost to the City except direct reimbursable expenses.

**Background Checks:** Mercer will conduct a more intensive background check of candidates identified as qualified (i.e. semi-finalists) by the City to verify the accuracy of information related to academic credentials, past employment, financial stability, criminal history and driving record. Additional references will be contacted to better assess each candidate's work experiences and a social media/internet review will be conducted to ensure no candidate background "surprises" surface later. The results of the background checks, reference checks, and social media search along with all resumes and other application materials gathered by Mercer will be shared with





the City in report format prior to interviews being conducted so that interviewers can prepare for interviewing the recommended Director semi-finalists.

**Interview Process:** Mercer, working with the City, will arrange interview times with the final 4-5 semi-finalists in accordance with an interview process approved by the City. At the discretion of the City, the process may include interview panels of professional peers and Recreation Board members, in addition to interviews with the Administrator. If requested by the City, psychological testing and position assessment center reviews can be arranged by Mercer, at an additional cost. These are outside partnerships which will require coordination with other entities for scheduling purposes and may extend the selection timeline. Mercer will also provide recommended questions to be used in the interview process to produce consistency of information received from each candidate and to ensure appropriateness of questions asked. Mercer will act as facilitators for the interviews and will participate in the interview process at any level directed by the City. Guidelines and suggestions for conducting a successful interview will be discussed with all interviewers before the interview process begins. Mercer will provide observations and insights about each candidate after the interviews.

**Follow-Up:** Mercer will assist, if requested by the City, in the negotiations of an employment agreement to include salary, benefits, and other conditions of employment with the candidate chosen by the City. Final approval of all aspects of the terms of employment rests with the City. An employment agreement draft will be provided to the City Attorney for review if requested. In the event an employment agreement cannot be negotiated with the selected candidate, Mercer will work with the City to select an alternate candidate.

## COMMITMENTS AND GUARANTEES

Mercer commits to professionally handle all media inquiries. Unless otherwise directed, it is our standard practice to advise all media that we are working on behalf of the City and that any public statements should come directly from the Administrator's Office. We will maintain confidentiality of candidate information and recommend that the City do the same to the degree possible under Georgia law. Mercer will suggest actions and timelines for actions by the City that we believe will ensure that the City always remains in compliance with Georgia Open Meetings/Records Acts; however, all final decisions of compliance rest with the City as advised by the City Attorney. Mercer will formally notify all unsuccessful candidates who were interviewed or will provide a draft letter the Manager may wish to use to officially notify candidates not selected.

Mercer will provide the City with timely status reports of the progress of the search. These email updates will include status of the recruitment efforts, steps being taken to meet the stated timeline, and a summary of expenses incurred to date. We will coordinate all our needed



support from the City through the Human Resources Director unless otherwise directed, for such items as arranging interviews, providing public documents such as budgets and employee benefits information, gathering information for the recruitment brochure, and processing Mercer invoices for payment of services.

Mercer will not recruit candidates from the City for two years after completion of the search assignment without the full agreement of the City. We will never recruit a candidate whom we placed with the City as long as he/she is employed by the City without the full agreement of the City. If the candidate we placed with the City leaves for any reason (including termination) during the 12-month period following the date of placement, Mercer will conduct another candidate search and charge the City for only the out-of-pocket expenses required to make the new placement.

## **PROJECT TIMELINE**

Mercer will focus its resources and efforts with a goal of having a Recreation Director selected within 90 days after receiving notice to proceed. Please note this does not include any waiting time that may be required by Georgia Open Records/Meetings Acts. Below is a breakdown of the Work Plan items noted above and associated days needed to complete the critical elements of the search.

Upon receipt of Notice to Proceed from the City, Mercer will develop a project calendar of events that will identify specific dates to complete the search within the 90-day schedule. The project calendar will remain flexible throughout the search process to meet the needs of the City and to reduce the number of days needed to complete the process if possible. Upon approval of this proposal, Mercer is prepared to negotiate a specific start date that meets the needs of the City and considers other Mercer Group commitments already in place.

<b>1. Interview Manager &amp; Stakeholders/Position Analysis:</b>	<b>14 days</b>
<b>2. Recruitment Process:</b>	<b>40 days</b>
<b>3. Resume Review &amp; Candidate Screening:</b>	<b>10 days</b>
<b>4. Candidate Background Checks:</b>	<b>21 days</b>
<b>5. Interview/Selection Process:</b>	<b>3 days</b>
<b>6. Negotiate Conditional Employment Agreement:</b>	<b><u>2 days</u></b>
<b>Total</b>	<b>90 days</b>



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 8-16-21

**Agenda Item:** Adoption of 2021 Millage Rate

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$0

**Funding Source if Not in Budget** N/A

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

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Adoption of the 2021 Millage Rate at the rollback rate of 2.208 mills.



**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021**

COUNTY: \_\_\_\_\_

TAXING JURISDICTION: \_\_\_\_\_

**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	2,278,291,714	45,833,865	(1,106,196)	2,323,019,383
PERSONAL	1,673,480,335		(144,657,570)	1,528,822,765
MOTOR VEHICLES	39,074,850		(12,186,250)	26,888,600
MOBILE HOMES	398,478		14,655	413,133
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	91,953		(73,076)	18,877
GROSS DIGEST	3,991,337,329	45,833,865	(158,008,436)	3,879,162,758
EXEMPTIONS	340,470,135		(16,117,980)	324,352,155
NET DIGEST	3,650,867,194	45,833,865	(141,890,456)	3,554,810,603
	(PYD)	(RVA)	(NAG)	(CYD)
2020 MILLAGE RATE:	2.237		2021 MILLAGE RATE:	2.208

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2020 Net Digest	PYD	3,650,867,194	
Net Value Added-Reassessment of Existing Real Property	RVA	45,833,865	
Other Net Changes to Taxable Digest	NAG	(141,890,456)	
2021 Net Digest	CYD	3,554,810,603	(PYD+RVA+NAG)
2020 Millage Rate	PYM	2.237	PYM
Millage Equivalent of Reassessed Value Added	ME	0.029	(RVA/CYD) * PYM
Rollback Millage Rate for 2021	<b>RR - ROLLBACK RATE</b>	<b>2.208</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	2.208
2021 Millage Rate	2.208
<b>Percentage Tax Increase</b>	<b>0.00%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2021 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2021 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☒ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

  
Responsible Party

  
Title

8-16-21  
Date

NOTICE OF CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY						
<p>The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Monday, August 16, 2021 at 6:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.</p>						
	2016	2017	2018	2019	2020	2021
Real & Personal	3,576,769,947	3,725,506,421	3,832,017,264	3,900,852,864	3,930,484,908	3,830,830,860
Motor Vehicles	79,317,550	60,723,375	49,378,400	41,732,450	39,074,850	26,888,600
Mobile Homes	337,158	329,980	363,023	347,653	398,478	413,133
Public Utilities	25,412,165	23,732,060	23,110,695	21,956,165	21,287,140	21,011,288
Timber-100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	0	0	91,953	18,877
Gross Digest	3,681,836,820	3,810,291,836	3,904,869,382	3,964,889,132	3,991,337,329	3,879,162,758
Less M&O Exempt	310,145,903	316,394,309	324,560,279	329,697,205	340,470,135	324,352,155
Net M&O Digest	3,371,690,917	3,493,897,527	3,580,309,103	3,635,191,927	3,650,867,194	3,554,810,603
Gross M&O Millage	4.122	3.930	3.968	4.042	3.968	4.125
Less Rollbacks	1.616	1.424	1.463	1.560	1.731	1.917
Net M&O Millage	2.506	2.506	2.505	2.482	2.237	2.208
Net Taxes Levied	\$ 8,449,457	\$ 8,755,707	\$ 8,968,674	\$ 9,022,546	\$ 8,166,990	\$ 7,849,022
Net Tax \$ Increase (Decrease)	\$ (176,530)	\$ 306,250	\$ 212,967	\$ 53,872	\$ (855,556)	\$ (317,968)
Net Tax % Increase (Decrease)	(2.05)%	3.624%	2.432%	0.601%	-9.482%	-3.893%
<p>Source: Whitfield County Board of Tax Assessors</p> <p>Digest amounts are stated at 100% of assessed valuation. The net levy represents the amount billed not amount collected.</p> <p>Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters in 2004, HB1782 and HB1783, and Freeport Exemption. The 2021 totals are subject to revision due to property tax appeals. O.C.G.A. 45-5-311 requires temporary tax bills based on 85% of this years assessed valuation or the taxpayer's return value whichever is greater.</p>						