



**MAYOR AND COUNCIL MEETING  
MONDAY, JANUARY 08, 2024  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**A G E N D A**

**Adjourn Sine Die**

**Oath of Office**

- [1.](#) Oath of Office - Annalee Harlan Sams
- [2.](#) Oath of Office - Dennis Mock, Councilmember Ward 1
- [3.](#) Oath of Office - Tyree Goodlett, Councilmember Ward 3

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

- [4.](#) Mayor and Council Special Called Joint Meeting Minutes of December 4, 2023
- [5.](#) Mayor & Council Minutes of December 19, 2023
- [6.](#) Mayor and Council Special Called Meeting Minutes of December 27, 2023

**New Business:**

- [7.](#) Resolution 24-01 Authorizing Municipal Utility Property Disposition
- [8.](#) Resolution 24-02 Designating Bank OZK, as a Depository of Public Funds of the City; Establishing Signatories Thereto; and Authorizing Certain Employees to Take Limited Action With Respect to City Accounts.
- [9.](#) Ordinance 24-01 The request of Carlos Daniel Miranda to rezone from Neighborhood Commercial (C-1) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.43 acres located at 1123 Trammell Street, Dalton, Georgia. Parcel (12-182-02-033).
- [10.](#) Ordinance 24-02 The request of the Whitfield County Board of Commissioners along with the Cities of Dalton and Varnell to amend the Unified Zoning Ordinance to create a new Urban Planned Unit Development (UPUD) zoning district.

- [11.](#) Dalton Police Department Equitable Sharing Agreement and Certification
- [12.](#) Intergovernmental Agreement For The Use and Distribution of Proceeds From the 2024 Special Purpose Local Option Sales Tax For Capital Outlay Projects
- [13.](#) Municipal Court Judge Agreement
- [14.](#) Municipal Court Prosecuting Attorney Agreement
- [15.](#) Municipal Court Public Defender Agreement
- [16.](#) Mayoral, Board, and Miscellaneous Appointments

**Supplemental Business**

**Announcements:**

17. City offices will be closed Monday, January 15, 2024 in observance of Dr. Martin Luther King Jr day. The Mayor and Council Meeting scheduled for Monday, January 15, 2024 has been cancelled. The next City Council Meeting will be held Monday, February 5, 2024.

**Adjournment**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/24  
**Agenda Item:** Oath of Office - Annalee Harlan Sams  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Oath of Office - Annalee Harlan Sams, Mayor

**OATH**

I, **Annalee Harlan Sams**, a citizen and elected official of Dalton, Georgia, and the recipient of public funds for services rendered as an elected official, do hereby solemnly swear and affirm that:

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

This 8<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
**Annalee Harlan Sams**

**Sworn to and subscribed before  
me this 8th day of January,  
2024.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**{SEAL}**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/24  
**Agenda Item:** Oath of Office - Dennis Mock  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Oath of Office - Dennis Mock, Councilmember Ward 1

**OATH**

I, **Dennis Mock**, a citizen and elected official of Dalton, Georgia, and the recipient of public funds for services rendered as an elected official, do hereby solemnly swear and affirm that:

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

This 8<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
**Dennis Mock**

**Sworn to and subscribed before  
me this 8<sup>th</sup> day of January,  
2024.**

\_\_\_\_\_  
**NOTARY PUBLIC**

{SEAL}



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/24  
**Agenda Item:** Oath of Office - Tyree Goodlett  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Oath of Office - Tyree Goodlett, Councilmember Ward 3

**OATH**

I, **Tyree Goodlett**, a citizen and elected official of Dalton, Georgia, and the recipient of public funds for services rendered as an elected official, do hereby solemnly swear and affirm that:

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

This 8<sup>th</sup> day of January, 2024.

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**Tyree Goodlett**

**Sworn to and subscribed before  
me this 8<sup>th</sup> day of January,  
2024.**

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**NOTARY PUBLIC**

{SEAL}

THE CITY OF DALTON  
SPECIAL CALLED JOINT MEETING MINUTES  
DECEMBER 4, 2023

The Mayor and Council held a Special Called Joint meeting this evening at 12:00 p.m. at 201 South Hamilton St. 5<sup>th</sup> floor. Present were Mayor David Pennington, Council members Dennis Mock, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller, various City Department Heads. Council member Tyree Goodlett was absent. Whitfield County Commissioners Jevin Jensen, Barry Robbins, Robby Staten, John Thomas, Greg Jones, County Attorney Robert Smalley. City of Varnell Mayor, City of Tunnel Hill Mayor, and Town of Cohutta Mayor.

CALL TO ORDER

Whitfield County Chairman Jevin Jensen called the meeting to order.

MEETING BETWEEN WHITFIELD COUNTY BOARD OF COMMISSIONERS AND MAYORS OF WHITFIELD COUNTY MUNICIPALITIES REGARDING THE CONTINUATION OF THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST).

Whitfield County Chairman Jensen reminded attendees the purpose of the meeting is to get the Cities input on the recent recommendations provided by the 2024 SPLOST committee. Jensen noted this meeting is to discuss if the City of Dalton would like to enter into an intergovernmental agreement with the County regarding the SPLOST. Jensen noted the 2024 SPLOST Committee met during the months of October and November and heard from several County and City departments.

Chairman Jensen asked County Attorney Robert Smalley to explain the timeline for the proposed SPLOST referendum to make sure everyone is on the same page. In accordance with O.C.G.A. § 48-8-111 (a) notice of the meeting was given to the Mayors at least 10 days prior to discuss possible projects for inclusion in the proposed SPLOST referendum that Whitfield County has expressed its intent to call, the County can't take any action to call for a referendum on a SPLOST until thirty days after today's meeting, the referendum will then be placed on the Board of Commissioners agenda for January 8<sup>th</sup>, 2024, if the timeline holds it will be anticipated that the general primary election will be held on May 21, 2024. County Attorney Robert Smalley also noted that this is the only required meeting with the Mayors to be held, but other subsequent meetings could be held. The County is proposing a four-year SPLOST that would bring in around \$80M.

Chairman Jensen then opened the meeting for discussion from the elected officials. The Mayors of Cohutta, Dalton, Tunnel Hill and Varnell were all in support of the SPLOST committee's recommendations, County Attorney Robert Smalley will begin to draft an intergovernmental agreement between the County and the Cities for possible approval at the upcoming January meeting. No decisions were made during this meeting.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:05 p.m.

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Bernadette Chattam  
City Clerk

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David Pennington, Mayor

**Recorded**  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER 19, 2023

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

SPECIAL RECOGNITION – MAYOR DAVID E. PENNINGTON

City Administrator Andrew Parker stated in looking back over the last (4) years of Mayor Pennington’s tenure, the City has achieved many of the goals the Mayor set forth including and in conjunction with the Council, reducing property taxes each year, growing the sales tax base, providing leadership thru the Covid pandemic and updating the storm water infrastructure to the 21<sup>st</sup> century, Parker continued stating that thru the Mayors leadership the City has reestablished Dalton Parks and Recreation and added Code Enforcement to transform the City’s overall look. Parker voiced the entire staff appreciated his vision and leadership and he will be missed. City Clerk Bernadette Chattam presented Mayor Pennington with a plaque with the encryption “For Outstanding Public Service as Mayor of the City of Dalton 2020-2023”.

Chamber of Commerce Director Jason Mock expressed the Chamber’s gratitude to Mayor Pennington for his service and leadership to the community.

Whitfield County Chairman Jevin Jensen presented Mayor Pennington with a token clock gift for the Mayor’s timeliness of each of meeting. Jensen also expressed his appreciation for the City of Dalton and Whitfield County’s partnership under his leadership.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of December 4, 2023. On the motion of Council member Goodlett, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

RESOLUTION 23-26 – RUNOFF ELECTION CERTIFICATION

City Administrator Andrew Parker presented the following Resolution 23-26 entitled Runoff Election Certification:

The Mayor and Council of the City of Dalton, Georgia duly assembled on Tuesday December 19, 2023, for the purpose of declaring the results of the City of Dalton Runoff Election held on Tuesday, December 5, 2023 after consolidation of the returns of this election, do hereby declared the results of the same as follows:

- FOR Dalton Board of Education (John Tulley Johnson):

John Tulley Johnson .....received 481 votes.

Laura Orr .....received 430 votes.

We declare **John Tulley Johnson** as duly elected Dalton Board of Education Member. On the motion of Council member Goodlett, second Council member Farrow, the Resolution was approved. The vote was unanimous in favor.

TEMPORARY CONSTRUCTION EASEMENT & QUIT CLAIM DEED FOR 701 GREENWOOD DRIVE

Public Works Director Chad Townsend presented a Temporary Construction Easement & Quit Claim Deed for 701 Greenwood Drive. Townsend stated the temporary construction easement is to complete elements of the Ridge Street Stormwater bypass project that encroaches into the property and the Quit Claim deed is for half of the unopened Ridge Street right of way. Townsend stated the temporary construction easement is valid through the completion of construction of the Ridge Street Stormwater Bypass project. On the motion of Council member Lama, second Council member Farrow, the Easement and Deed were approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH DATA & SOUND SPECIALTIES, INC., FOR CAMERA AND ACCESS CONTROL PROJECT

Assistant City Administrator Todd Pangle presented the General Construction Agreement with Data & Sound Specialties, Inc. for the Camera and Access Control Project in the amount of \$65,000.00. Pangle stated the agreement is to install new cameras and a new door access control system at City Hall and at the Police Department. On the motion of Council member Goodlett, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH PRIME ENGINEERING FOR PICKLEBALL SITE ANALYSIS

City Administrator Andrew Parker presented the Professional Services Agreement with Prime Engineering for Pickleball Site Analysis in the amount of \$19,500.00. Parker stated the Agreement is to provide engineering design services for site analysis involving fifteen (15) pickleball courts and a restroom building on two city owned properties. On the motion of Council member Farrow, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.



FY-23 BUDGET AMENDMENT #6

CFO Cindy Jackson presented Budget Amendment #6 to adjust revenue line items and departmental budgets. A copy of this complete amendment is a part of these minutes. On the motion of Council member Farrow, second Council member Lama, the Amendment was approved. The vote was unanimous in favor.

SUPPLEMENTAL BUSINESS

Mayor Pennington thanked everyone for the well wishes and expressed how proud he is of the men of women that make the City of Dalton.

ANNOUNCEMENTS

City government offices will be closed Monday, December 25, 2023 and Tuesday, December 26, 2023 for the Christmas holidays and Monday, January 1, 2024 for New Year's Day. The next Mayor and Council meeting will be held Monday, January 8, 2024.

ADJOURNMENT

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

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

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

The Mayor and Council held a Special Called meeting this afternoon at 12:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker. Council member Dennis Mock attended via Zoom.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

SELECTION OF CITY ATTORNEY

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council selected the Minor Firm as City Attorney for the City of Dalton.

CITY ATTORNEY ENGAGEMENT LETTER

The Mayor and Council reviewed the Engagement Letter with the Minor Firm for City Attorney Services. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council accepted the Engagement Letter.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:03 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1/8/24

**Agenda Item:** Resolution 24-01

**Department:** Dalton Utilities

**Requested By:** John Thomas

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

**Cost:**

**Funding Source if Not  
in Budget**

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

Resolution 24-01 Authorizing Municipal Utility Property Disposition

## RESOLUTION 24-01

### RESOLUTION AUTHORIZING MUNICIPAL UTILITY PROPERTY DISPOSITION

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Land Lot Nos. 17 and 18 of the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, which is more particularly described as follows (the “Dalton Utilities Property”):

All that tract or parcel of land lying and being in Land Lot Nos. 17 and 18 in the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia and Land Lot No. 307 of the 25<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia and being described according to a plat of survey prepared for Georgia Power Company dated May 21, 1965, and being more particularly described as follows: BEGINNING at a point 942.5 feet south 0 degrees 30 minutes west of the dividing line between the 24<sup>th</sup> and 25<sup>th</sup> land Districts, said point being located on the dividing line between the land now or formerly owned by S.O. Penland, Jr. and G. G. Watkins and lands now or formerly owned by Georgia Kraft Company; thence from said POINT OF BEGINNING, south 0 degrees 30 minutes west along said dividing line between lands of S.O. Penland, Jr. and G. G. Watkins and lands of Georgia Kraft Company 127 feet to a point, thence north 80 degrees 26 minutes east 5973.7 feet to a point located on the dividing line between lands now or formerly owned by Mrs. Jewel Burnett and land now or formerly owned by Georgia Kraft Company, thence easterly along said dividing line between lands of Mrs. Jewel Burnett and lands of Georgia Kraft Company 289.5 feet to a point located on a corner common to lands now or formerly owned by Mrs. Jewel Burnett and lands now or formerly owned by N. H. Kelly and lands now or formerly owned by Georgia Kraft Company, thence north 35 degrees west along the dividing line between lands of N.H. Kelly and lands of Georgia Kraft Company 85.2 feet to a point, thence south 80 degrees 26 minutes west 5630.2 feet to the POINT OF BEGINNING, said strip containing 16.61 acres, more or less; and

**WHEREAS**, Pinnacle Dev, LLC (“Pinnacle”) owns real property adjoining the Dalton Utilities Property and desires to purchase the Dalton Utilities Property, Dalton Utilities desires to sell the Dalton Utilities Property to Pinnacle in accordance with O.C.G.A. § 36-37-7 *et seq.*; and

**WHEREAS**, in exchange for the sale of the Dalton Utilities Property to Pinnacle, Pinnacle has agreed to pay to Dalton Utilities \$24,000 in cash at closing (the “Purchase Price”); and

**WHEREAS**, Dalton Utilities and Pinnacle agree that the fair market value of the Dalton Utilities Property, subject to the Easement (as hereinafter defined) is \$24,000; and

**WHEREAS**, in addition to the payment of the Purchase Price by Pinnacle to Dalton Utilities at closing, Pinnacle has agreed to grant an easement to Dalton Utilities for the purpose of ingress and egress upon, over, and across Pinnacle’s property and to install, maintain, operate, repair and remove utilities lines over a portion of the Dalton Utilities Property in substantially the form of the Easement attached hereto as Exhibit “A” and incorporated herein by reference (the “Easement”); and

**WHEREAS**, Pinnacle has also agreed to enter into a waiver and indemnity agreement indemnifying Dalton Utilities for all damages arising from, related to, or incurred in connection with Pinnacle or any third party entering into the Easement area in substantially the form as the waiver and indemnity agreement attached hereto as Exhibit “B” and incorporated herein by reference (the “Indemnity Agreement”); and

**WHEREAS**, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above described sale and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton, a copy of such resolution of the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia is attached hereto as Exhibit “C” and incorporated herein by reference;

**NOW, THEREFORE, BE IT RESOLVED**, that Dalton Utilities or the City, as the case may be, is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed disposition of the Dalton Utilities Property, the acquisition of the Easement, the receipt of the Purchase Price, and the execution of the Indemnity Agreement, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Dalton be, and hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a Quit Claim Deed in substantially the form attached hereto as Exhibit “D” and incorporated herein by reference (the “Quit Claim Deed”) to transfer the Dalton Utilities Property to Pinnacle, the Indemnity Agreement, and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

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

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

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

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

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

**SO RESOLVED**, this 8<sup>th</sup> day of January, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

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

# **EXHIBIT "A"**

## **Easement**

See attached.

**EXHIBIT “B”**

**Indemnity Agreement**

See attached.



## EXHIBIT "C"

### RESOLUTIONS OF THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS, MUNICIPAL UTILITY PROPERTY DISPOSITION

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the "City"), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities ("Dalton Utilities") owns certain real property located in Land Lot Nos. 17 and 18 of the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, which is more particularly described as follows (the "Dalton Utilities Property"):

All that tract or parcel of land lying and being in Land Lot Nos. 17 and 18 in the 24th District and 2nd Section of Gilmer County, Georgia and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia and being described according to a plat of survey prepared for Georgia Power Company dated May 21, 1965, and being more particularly described as follows: BEGINNING at a point 942.5 feet south 0 degrees 30 minutes west of the dividing line between the 24th and 25th land Districts, said point being located on the dividing line between the land now or formerly owned by S.O. Penland, Jr. and G. G. Watkins and lands now or formerly owned by Georgia Kraft Company; thence from said POINT OF BEGINNING, south 0 degrees 30 minutes west along said dividing line between lands of S.O. Penland, Jr. and G. G. Watkins and lands of Georgia Kraft Company 127 feet to a point, thence north 80 degrees 26 minutes east 5973.7 feet to a point located on the dividing line between lands now or formerly owned by Mrs. Jewel Burnett and land now or formerly owned by Georgia Kraft Company, thence easterly along said dividing line between lands of Mrs. Jewel Burnett and lands of Georgia Kraft Company 289.5 feet to a point located on a corner common to lands now or formerly owned by Mrs. Jewel Burnett and lands now or formerly owned by N. H. Kelly and lands now or formerly owned by Georgia Kraft Company, thence north 35 degrees west along the dividing line between lands of N.H. Kelly and lands of Georgia Kraft Company 85.2 feet to a point, thence south 80 degrees 26 minutes west 5630.2 feet to the POINT OF BEGINNING, said strip containing 16.61 acres, more or less; and

**WHEREAS**, Pinnacle Dev, LLC ("Pinnacle") owns real property adjoining the Dalton Utilities Property and desires to purchase the Dalton Utilities Property, Dalton Utilities desires to sell the Dalton Utilities Property to Pinnacle in accordance with O.C.G.A. § 36-37-7 *et seq.*; and

**WHEREAS**, in exchange for the sale of the Dalton Utilities Property to Pinnacle, Pinnacle has agreed to pay to Dalton Utilities \$24,000 in cash at closing (the "Purchase Price"); and

**WHEREAS**, Dalton Utilities and Pinnacle agree that the fair market value of the purchase of the Dalton Utilities Property, subject to the Easement (as hereinafter defined) is \$24,000; and

**WHEREAS**, in addition to the payment of the Purchase Price by Pinnacle to Dalton Utilities at closing, Pinnacle has agreed to grant an easement to Dalton Utilities for the purpose of ingress and egress upon, over, and across Pinnacle's property and to install, maintain, operate, repair and remove utilities lines over a portion of the Dalton Utilities Property in substantially the form of the Easement attached hereto as Exhibit "1" and incorporated herein by reference (the "Easement"); and

**WHEREAS**, Pinnacle has also agreed to enter into a waiver and indemnity agreement indemnifying Dalton Utilities for all damages arising from, related to, or incurred in connection with Pinnacle or any third party entering into the Easement area in substantially the form as the waiver and indemnity agreement attached hereto as Exhibit “2” and incorporated herein by reference (the “Indemnity Agreement”); and

**WHEREAS**, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above-described sale under the authority of O.C.G.A. § 36-37-7 *et seq.*, subject to the parties’ satisfaction of statutory formalities governing the effectuation of conveyance of the Dalton Utilities Property, the acquisition of the Easement, and the execution of the Indemnity Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed disposition of the Dalton Utilities Property, acquisition of the Easement, receipt of the Purchase Price, and the execution of the Indemnity Agreement is hereby approved and Dalton Utilities is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed agreement to dispose of the Dalton Utilities Property and to acquire the Easement, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

**BE IT FURTHER RESOLVED**, that the Board of Commissioners of Dalton Utilities recommends to the Mayor and Council of the City of Dalton that they approve the proposed transfer and disposition of the Dalton Utilities Property, the acquisition of the Easement, and the execution of Indemnity Agreement and authorize the appropriate officials of the City of Dalton to enter into and perform the obligations required of it to consummate this transaction, subject to fulfillment of all legal conditions precedent.

**BE IT FURTHER RESOLVED**, that that subject to fulfillment of all legal conditions precedent, the Chairman, Vice Chairman, and/or President of Dalton Utilities (the “Authorized Officers”) be, and each hereby is, authorized and empowered to take such action and to execute for and on behalf of Dalton Utilities the Quit Claim Deed attached hereto as Exhibit “3” to transfer the Dalton Utilities Property to Pinnacle, the Indemnity Agreement, and such other documents, instruments, certificates, assignments, and papers which, in the judgment of any of the Authorized Officers, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by any of the Authorized Officers on behalf of Dalton Utilities, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by any of the Authorized Officers on behalf of Dalton Utilities is herein authorized and shall be conclusive evidence of any such approval.

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

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

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken by any of the Authorized Officers of Dalton Utilities relating to or in connection with the proposed transaction

be, and the same hereby are, approved, ratified, and confirmed as the duly authorized actions of Dalton Utilities.

**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities' seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities' seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other documents shall not affect its validity or the obligation of Dalton Utilities thereunder.

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

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

SO ADOPTED, this 18<sup>th</sup> day of December, 2023.

BOARD OF WATER, LIGHT AND SINKING  
FUND COMMISSIONERS

By:   
Chairman

Attest:   
Secretary

(SEAL)



**EXHIBIT "1"**

**Easement**

See attached.

[Space above this line for recording data.]

Please Record and Return To:

Christiane C. Bard  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## EASEMENT

Georgia, \_\_\_\_\_ County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **Pinnacle Dev LLC**, a Georgia limited liability company, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

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

### WITNESSETH:

**WHEREAS**, Grantor is the owner of that certain parcel of real property situated in Land Lot No. 1 of the 12<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, Land Lots Nos. 17 and 18 of the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, and Land Lot No. 307 of the 25<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, which land is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Land”); and

**WHEREAS**, Grantor desires to grant to Grantee an easement for the purposes set forth hereinbelow over and across the Land;

**NOW THEREFORE**, the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by

these presents does grant, bargain, sell and convey unto the said Grantee, a perpetual easement through, over or under that tract of Land owned by the Grantor in over and across those areas more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Easement Area") for the following purposes, to wit: (a) to enter the Easement Area and any adjoining lands owned by the Grantor at any time and from time to time, and to construct, install, erect, maintain, repair, rebuild, operate, and patrol electric distribution / transmission and telecommunications lines and distribution / transmission line structures with wires and cables for electric power circuits and communication circuits and all necessary appurtenances; (b) to attach communication facilities to said poles, to stretch communication or other lines on said poles, or under the Easement Area and to attach related apparatus, fixtures, and appliances the right to permit the attachment of the cables, lines, wires, cross arms, guys, anchors, apparatus, fixtures, and appliances of Grantee any other company, or person, to said poles or other facilities for other purposes upon or under the Easement Area with all necessary appliances; (c) to clear said right of way in the Easement Area and keep it clear of all trees, brush, buildings, signboards, billboards, stored personal property, and fire hazards; (d) to prevent the drilling or sinking of wells within the Easement Area. The Grantor and Grantee agree that the provisions of this paragraph shall be a real covenant which shall attach to and run with the land affected by the Easement Area and shall be binding upon everyone who may hereafter come into ownership of said Easement Area, whether by purchase, devise, descent, or succession.

**IT IS EXPRESSLY PROVIDED** that Grantee shall have a perpetual right of ingress and egress upon, over, and across the adjoining lands owned by Grantor for access to said easement for the purposes of installation, maintenance, operation, repair, and removal of said utility lines. Grantee shall have the right to assign this Easement in whole or in part.

**GRANTOR HEREBY RESERVES** for itself and its successors, heirs, and assigns, all of its right, title, and interest in and to the Land incident to the fee simple estate thereof, and to use the Easement Area for any and all purposes that do not unreasonably interfere with Grantee's use of the Easement Area as expressly permitted herein.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

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

Signed, sealed and delivered  
In the presence of:

**Pinnacle Dev, LLC**

\_\_\_\_\_  
Unofficial Witness

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

My commission expires:

By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Notarial Seal]

## EXHIBIT "A"

### TRACT NO. 1:

All that tract or parcel of land lying and being in Land Lot Nos. 1, 2, 3, 34 and 36 of the 12<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County Georgia; Land Lot Nos. 15, 16, 17, 18, 19, 20, 21, 52, 53, and 54 of the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia; and Land Lot No. 307 of the 25<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, and being more particularly described as Tract A, 63.05 acres, more or less, and Tract B, 1,269.09 acres, more or less, as shown on the plat of survey dated November 4, 2022 prepared for Pinnacle Dev LLC by Mark E. Chastain, Georgia Registered Land Surveyor No. 2718, and recorded in Plat Book 70 Pages 89-100, Gilmer County, Georgia Land Records, reference to said plat is hereby made and incorporated herein by reference.

### TRACT NO. 2:

All that tract or parcel of land lying and being in Land Lot Nos. 17 and 18 in the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia and Land Lot No. 307 of the 25<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia and being described according to a plat of survey prepared for Georgia Power Company dated May 21, 1965, and being more particularly described as follows:

BEGINNING at a point 942.5 feet south 0 degrees 30 minutes west of the dividing line between the 24<sup>th</sup> and 25<sup>th</sup> land Districts, said point being located on the dividing line between the land now or formerly owned by S.O. Penland, Jr. and G. G. Watkins and lands now or formerly owned by Georgia Kraft Company; thence from said POINT OF BEGINNING, south 0 degrees 30 minutes west along said dividing line between lands of S.O. Penland, Jr. and G. G. Watkins and lands of Georgia Kraft Company 127 feet to a point, thence north 80 degrees 26 minutes east 5973.7 feet to a point located on the dividing line between lands now or formerly owned by Mrs. Jewel Burnett and land now or formerly owned by Georgia Kraft Company, thence easterly along said dividing line between lands of Mrs. Jewel Burnett and lands of Georgia Kraft Company 289.5 feet to a point located on a corner common to lands now or formerly owned by Mrs. Jewel Burnett and lands now or formerly owned by N. H. Kelly and lands now or formerly owned by Georgia Kraft Company, thence north 35 degrees west along the dividing line between lands of N.H. Kelly and lands of Georgia Kraft Company 85.2 feet to a point, thence south 80 degrees 26 minutes west 5630.2 feet to the POINT OF BEGINNING, said strip containing 16.61 acres, more or less.

## **EXHIBIT “B”**

All that tract or parcel of land lying and being in Land Lot No. 1 in the 12th District and 2<sup>nd</sup> Section of Gilmer County, Georgia, Land Lot Nos. 17 and 18 in the 24<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia, and Land Lot No. 307 of the 25<sup>th</sup> District and 2<sup>nd</sup> Section of Gilmer County, Georgia and being more particularly described according to plat of survey prepared for Pinnacle Dev LLC by Mark Chastain, Georgia Registered Land Surveyor No. 2718, dated November 8, 2022, and recorded in Plat Book 70 Page 103, Gilmer County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.



## **EXHIBIT “2”**

### **Indemnity Agreement**

See attached.

**WAIVER AND INDEMNITY AGREEMENT**

**THIS WAIVER AND INDEMNITY AGREEMENT** (this “Agreement”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and among **Pinnacle Dev, LLC**, a Georgia limited liability company (the “Indemnitor”) and **The Board of Water, Light, and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities**, a Georgia municipal corporation (the “Indemnitee”). Indemnitor and Indemnitee are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Indemnitor owns that certain parcel of real property situated in Land Lot No. 1 of the 12th District and 2nd Section of Gilmer County, Georgia, Land Lots Nos. 17 and 18 of the 24th District and 2nd Section of Gilmer County, Georgia, and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia, which land is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Land”); and

**WHEREAS**, simultaneously with the execution hereof, Indemnitor is purchasing additional property located in Land Lots Nos. 17 and 18 of the 24th District and 2nd Section of Gilmer County, Georgia, and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia from Indemnitee, which land is more particularly described in Exhibit “B” attached hereto and incorporated herein by reference (the “Additional Land”); and

**WHEREAS**, as part of the consideration for Indemnitee transferring and conveying its interest in the Additional Land, Indemnitor agrees to grant Indemnitee an easement over a portion of the Land and Additional Land as more particularly described in Exhibit “C” attached hereto and incorporated herein by reference (the “Easement”); and

**WHEREAS**, as condition to Indemnitee agreeing to sell and transfer the Additional Land to Indemnitor, Indemnitor is required to execute and deliver a waiver and indemnity to Indemnitee, indemnifying and holding Indemnitee harmless from and against any and all damages arising from or related to Indemnitor’s acts or the acts of anyone else entering the Easement;

**NOW, THEREFORE**, for and in consideration of the foregoing, and intending to be legally bound hereby, Indemnitor and Indemnitee agree as follows:

1. **Indemnification**. Indemnitor agrees to protect, indemnify, defend and hold harmless Indemnitee from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) (collectively, “Damages”) that Indemnitee may incur in connection with, related to, or arising from Indemnitor’s (or Indemnitor’s authorized agents, consultants, employees, or representatives) acts or the acts of anyone else entering the Easement, including but not limited to, liability for injury to persons and/or damage to personal property resulting from or in any manner occasioned by such access or entry. Nothing contained herein shall require Indemnitor to indemnify Indemnitee for any Damages resulting from Indemnitee’s gross negligence or its willful

misconduct.

2. **Waiver of Claims.** Indemnitor hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE INDEMNITEE, its officers, commissioners, agents, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising from or related to Indemnitor's (or Indemnitor's authorized agents, consultants, employees, or representatives) entry or the entry of anyone else onto the Easement, including but not limited to, liability for injury to persons and/or damage to personal property resulting from or in any manner occasioned by such access or entry.

3. **Parties Bound.** Indemnitor's and Indemnitee's rights and obligations hereunder shall inure to the benefit of and be binding upon their respective heirs, personal representatives, successors, and assigns.

4. **Attorneys' Fees.** In addition to the other payments required of Indemnitor hereunder, Indemnitor shall pay to Indemnitee reasonable attorneys' fees incurred by Indemnitee in the enforcement of Indemnitor's obligations hereunder.

5. **Non-Waiver.** No delay of Indemnitee in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Indemnitee of any right hereunder or of any default by Indemnitor shall be binding upon Indemnitee unless in writing, and no failure by Indemnitee to exercise any power or right hereunder or waiver of any default by Indemnitor shall operate as a waiver of any other or further exercise of such right or power or of any further default.

6. **Modifications.** No provisions hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provisions so modified or limited and signed by the Indemnitor and Indemnitee.

7. **Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

8. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof.

9. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions.

10. **No Third-Party Beneficiary.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument when each of the parties has signed and delivered to the other parties one or

more counterparts (including, without limitation, delivery by facsimile).

**12. Notices.** All notices, service of process and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when sent by certified mail, to the applicable address below or one business day after having been dispatched by a nationally recognized overnight courier service to the appropriate party at the address or specified below the signatures of the Parties hereto. Any party hereto may change its address for the purposes of this Agreement by giving notice as provided herein.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

**Indemnitee:**

**The Board of Water, Light, and Sinking  
Fund Commissioners of the City of Dalton,  
Georgia d/b/a Dalton Utilities**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 1200 VD Parrott Jr. Pkwy  
Dalton, GA 30721  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**Indemnitor:**

**Pinnacle Dev, LLC:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT "A"**

### **Land**

All that tract or parcel of land lying and being in Land Lot Nos. 1, 2, 3, 34 and 36 of the 12th District and 2nd Section of Gilmer County Georgia; Land Lot Nos. 15, 16, 17, 18, 19, 20, 21, 52, 53, and 54 of the 24th District and 2nd Section of Gilmer County, Georgia; and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia, and being more particularly described as Tract A, 63.05 acres, more or less, and Tract B, 1,269.09 acres, more or less, as shown on the plat of survey dated November 4, 2022 prepared for Pinnacle Dev LLC by Mark E. Chastain, Georgia Registered Land Surveyor No. 2718, and recorded in Plat Book 70 Pages 89-100, Gilmer County, Georgia Land Records, reference to said plat is hereby made and incorporated herein by reference.

## **EXHIBIT "B"**

### **Additional Land**

All that tract or parcel of land lying and being in Land Lot Nos. 17 and 18 in the 24th District and 2nd Section of Gilmer County, Georgia and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia and being described according to a plat of survey prepared for Georgia Power Company dated May 21, 1965, and being more particularly described as follows:

BEGINNING at a point 942.5 feet south 0 degrees 30 minutes west of the dividing line between the 24th and 25th land Districts, said point being located on the dividing line between the land now or formerly owned by S.O. Penland, Jr. and G. G. Watkins and lands now or formerly owned by Georgia Kraft Company; thence from said POINT OF BEGINNING, south 0 degrees 30 minutes west along said dividing line between lands of S.O. Penland, Jr. and G. G. Watkins and lands of Georgia Kraft Company 127 feet to a point, thence north 80 degrees 26 minutes east 5973.7 feet to a point located on the dividing line between lands now or formerly owned by Mrs. Jewel Burnett and land now or formerly owned by Georgia Kraft Company, thence easterly along said dividing line between lands of Mrs. Jewel Burnett and lands of Georgia Kraft Company 289.5 feet to a point located on a corner common to lands now or formerly owned by Mrs. Jewel Burnett and lands now or formerly owned by N. H. Kelly and lands now or formerly owned by Georgia Kraft Company, thence north 35 degrees west along the dividing line between lands of N.H. Kelly and lands of Georgia Kraft Company 85.2 feet to a point, thence south 80 degrees 26 minutes west 5630.2 feet to the POINT OF BEGINNING, said strip containing 16.61 acres, more or less.

## **EXHIBIT "C"**

### **Easement**

All that tract or parcel of land lying and being in Land Lot No. 1 in the 12th District and 2nd Section of Gilmer County, Georgia, Land Lot Nos. 17 and 18 in the 24th District and 2nd Section of Gilmer County, Georgia, and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia and being more particularly described according to plat of survey prepared for Pinnacle Dev LLC by Mark Chastain, Georgia Registered Land Surveyor No. 2718, dated November 8, 2022, and recorded in Plat Book 70 Page 103, Gilmer County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

**EXHIBIT "3"**

**Quit Claim Deed**

See attached.



[Space above this line for recording data.]

Please Record and Return To:

Christiane C. Bard  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Pinnacle Dev, LLC**, a Georgia limited liability company, Grantee.

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

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

**GRANTOR AND GRANTEE** acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use,

benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

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

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

Attest: \_\_\_\_\_  
**Clerk**

My commission expires:

[Notarial Seal]

[Seal]

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 17 and 18 in the 24th District and 2nd Section of Gilmer County, Georgia and Land Lot No. 307 of the 25th District and 2nd Section of Gilmer County, Georgia and being described according to a plat of survey prepared for Georgia Power Company dated May 21, 1965, and being more particularly described as follows:

BEGINNING at a point 942.5 feet south 0 degrees 30 minutes west of the dividing line between the 24<sup>th</sup> and 25<sup>th</sup> land Districts, said point being located on the dividing line between the land now or formerly owned by S.O. Penland, Jr. and G. G. Watkins and lands now or formerly owned by Georgia Kraft Company; thence from said POINT OF BEGINNING, south 0 degrees 30 minutes west along said dividing line between lands of S.O. Penland, Jr. and G. G. Watkins and lands of Georgia Kraft Company 127 feet to a point, thence north 80 degrees 26 minutes east 5973.7 feet to a point located on the dividing line between lands now or formerly owned by Mrs. Jewel Burnett and land now or formerly owned by Georgia Kraft Company, thence westerly (having previously been erroneously referred to as easterly) along said dividing line between lands of Mrs. Jewel Burnett and lands of Georgia Kraft Company 289.5 feet to a point located on a corner common to lands now or formerly owned by Mrs. Jewel Burnett and lands now or formerly owned by N. H. Kelly and lands now or formerly owned by Georgia Kraft Company, thence north 35 degrees west along the dividing line between lands of N.H. Kelly and lands of Georgia Kraft Company 85.2 feet to a point, thence south 80 degrees 26 minutes west 5630.2 feet to the POINT OF BEGINNING, said strip containing 16.61 acres, more or less.

For prior title see Deed Book 527 Page 26, Gilmer County, Georgia Land Records.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1-8-24

**Agenda Item:** Banking Resolution

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** NA

**Funding Source if Not in  
Budget**

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

---

Banking resolution to add Mayor Sams to bank accounts at Bank OZK.

**RESOLUTION 24-02**

**Resolution Designating Bank OZK, as a Depository of Public Funds of the City; Establishing Signatories Thereto; and Authorizing Certain Employees to Take Limited Action With Respect to City Accounts.**

**WHEREAS**, the City is authorized to deposit its funds in banks qualified to be public fund depositories; and

**WHEREAS**, the Mayor and Council have determined that a transfer of City deposits from one depository to another would be appropriate; and

**WHEREAS**, in order to conduct the business of the City efficiently, certain employees of the City must be given authority to initiate certain transactions with respect to City accounts.

**NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED**, that the City Chief Financial Officer, is authorized to open such depository and investment accounts as the Chief Financial Officer shall determine at Bank OZK.

**NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED**, that checks, drafts, transfers, or other instruments drawn with respect to funds of the City now or hereafter with the Bank OZK shall require the signature of one of the following persons:

Annalee Sams, Mayor

Cindy Jackson, Chief Financial Officer

**BE IT FURTHER RESOLVED**, that Mechelle Champion and Stephanie Mann, accountants in the City's Finance Department, are hereby authorized to initiate electronic transfers of funds of the City now or hereafter with Bank OZK; provided, however such electronic transfers may only be affected by the electronic approval and action of the City's Chief Financial Officer. In the absence of the City's Chief Financial Officer, Stephanie Mann may initiate and Mechelle Champion, is hereby authorized to approve the ACH transactions.

**SO RESOLVED**, this 8<sup>th</sup> day of January, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1/8/2024

**Agenda Item:** **The request of Carlos Daniel Miranda to rezone from Neighborhood Commercial (C-1) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.43 acres located at 1123 Trammell Street, Dalton, Georgia. Parcel (12-182-02-033)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

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

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

See attached staff analysis and recommendation

**ORDINANCE NO. 24-01**

To rezone property of Carlos Miranda from a Neighborhood Commercial (C-1) Classification to a Medium-Density Single-Family Residential (R-3) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Carlos Miranda has petitioned for rezoning of certain real property he owns from C-1 classification to R-3 classification;

**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; and

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

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

**Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from C-1 classification to R-3 classification.

**Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

**Section 3.**

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

**Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.



**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

## EXHIBIT "A"

All that tract or parcel of land, located in the 12th District and 3rd Section of Whitfield County, Georgia, known and designated as Lot No. 470, Group 6, of lands of Crown Cotton Mills as shown on plat of subdivision for Crown Cotton Mills, prepared by Southern Mapping and Engineering Company, dated August 1953 and recorded in Plat Book 3, page 150, 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.

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 19, 2023

**SUBJECT: The request of Carlos Daniel Miranda to rezone from Neighborhood Commercial (C-1) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.43 acres located at 1123 Trammell Street, Dalton, Georgia. Parcel (12-182-02-033)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on December 18, 2023, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Carlos Daniel Miranda.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the R-3 rezoning be approved. There were no further questions for Calhoun.

Carlos Miranda stated his intent to remodel and occupy the single-family detached dwelling on the subject property.

With no other comments heard for or against, this hearing closed at approximately 8:10 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **Eric Barr then made a motion to recommend approval of the R-3 rezoning. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 4-0.**

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

**ZONING CASE:** Carlos Miranda is seeking to rezone from Neighborhood Commercial (C-1) to Medium-Density Single-Family Residential (R-3) a tract of land (parcel 12-182-02-033) containing a total of 0.43 acres located at 1123 Trammell Street. The subject property is currently developed with a building formerly occupied by a church: The petitioner's request was made to bring the existing single-family detached dwelling into conformity.

The surrounding uses and zoning are C-2 to the north, east, south, and west. R-3 also exists adjacent to the south of the subject property.

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

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

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

The subject property was zoned C-1 in the past, likely due to the amount of commercial development surrounding the adjacent intersection. The subject property itself, however, is more residential, in character, than commercial. Since the subject property is adjacent to a consistent R-3 neighborhood, there is no concern about introducing a pattern of development that would be out of character with this area.

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

The proposed rezoning would essentially limit the subject property in its current character as a single-family detached dwelling on a single tract of land. Given the character of the subject property compared to that of the adjacent properties, there is no concern for a negative impact on any of the surrounding properties. In fact, two of the adjacent properties zoned C-1 are actually non-conforming single-family detached dwellings like the subject property.

**(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 would have to be remodeled or redeveloped for commercial use in order to be in conformity in the C-1 zone district. The proposed rezoning would allow the subject property to be utilized in its current form.

**(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 excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The small size of the subject property limits any significant development or any division if the R-3 rezoning is approved. The limited nature of the R-3 zone district coupled with the limited size of the subject property do not raise concerns for public utility or infrastructural burden in this case.

**(F) Whether the property sought to be rezoned (or annexed) conforms 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 that are compatible with the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Suburban Neighborhood character area. The Suburban Neighborhood character area is intended to protect the integrity of established suburban neighborhoods from encroachment of inappropriate uses. While the neighborhood commercial zone district is not an inappropriate zone district for this location, the R-3 zone district would be a better implementation measure given the majority of adjacent land use.

**(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.**

No issues identified based on adjacent zoning and land use patterns.

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

N/A

#### **CONCLUSION:**

The staff can provide a recommendation to approve the requested R-3 rezoning of the subject property based on the following factors:

1. The requested R-3 zone district would allow for the use of the subject property in a manner that would be reflective of the established residential pattern of development adjacent to the subject property.
2. There is no expectation that the R-3 rezoning of the subject property would have

a negative impact on any of the adjacent or nearby properties.

3. The requested R-3 zone district would allow for exactly what the Suburban character area is intended to accomplish based on the established development pattern of this area.








# Miranda Rezoning Request C-1, Neighborhood Commercial

to

# R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



**ZONING DISTRICT**

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

**FEET**  
**200**

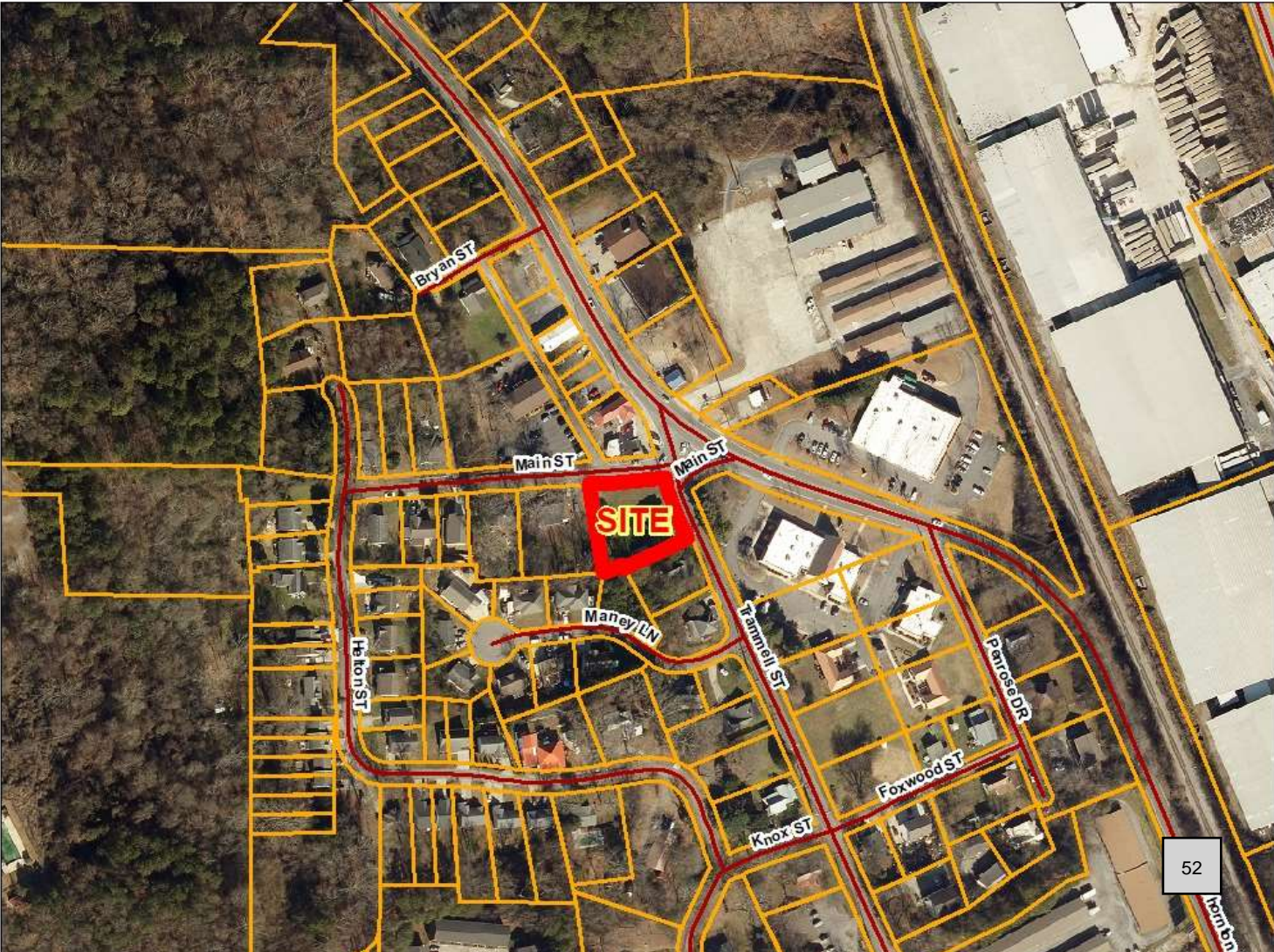
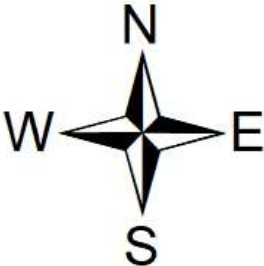




# Miranda Rezoning Request C-1, Neighborhood Commercial

to

# R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



**FEET**  
**200**

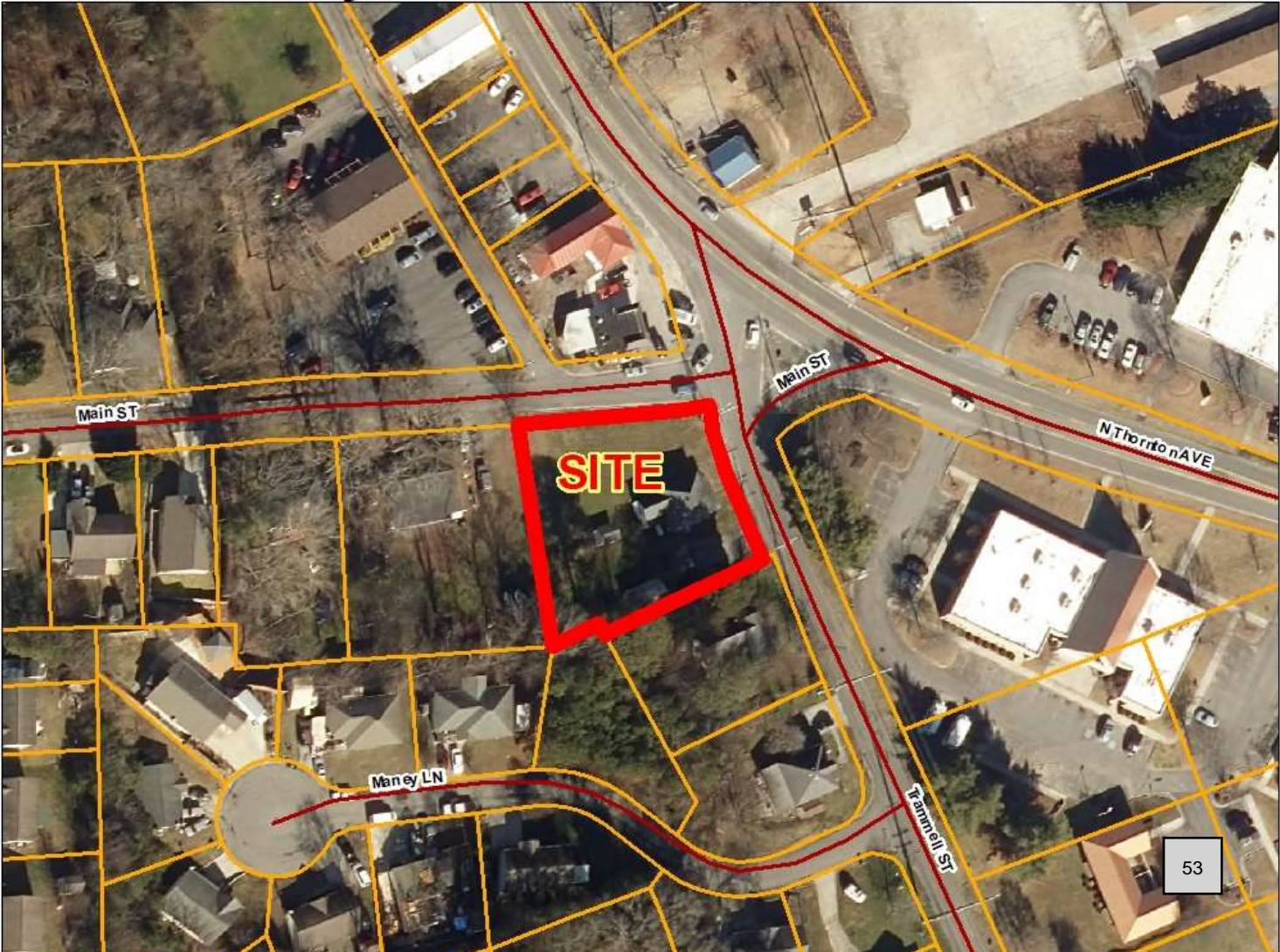




# Miranda Rezoning Request C-1, Neighborhood Commercial

to

# R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



**FEET  
100**





# Miranda Rezoning Request C-1, Neighborhood Commercial

to

# R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



## FUTURE DEVELOPMENT MAP

-  Medical District
-  Suburban Neighborhood
-  Town Neighborhood
-  Town Neighborhood Revitalization

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1/8/2024

**Agenda Item:** **The request of the Whitfield County Board of Commissioners along with the Cities of Dalton and Varnell to amend the Unified Zoning Ordinance to create a new Urban Planned Unit Development (UPUD) zoning district.**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

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

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

See attached staff analysis and recommendation

**ORDINANCE OF  
THE MAYOR AND COUNCIL OF THE CITY OF DALTON  
AMENDING THE *UNIFIED ZONING ORDINANCE***

**Ordinance 24-02 Urban PUD**

**WHEREAS**, the Mayor and Council of the City of Dalton adopted the *Unified Zoning Ordinance* on or about July 20, 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 RESOLVED** by the Mayor and Council of the City of Dalton that the *Unified Zoning Ordinance*, otherwise known as **Appendix A**, be amended by adding a new Section 4-1-19 titled “Urban Planned Unit Development (U-PUD), by adding a new Article V titled “Urban Planned Unit Development District (U-PUD) along with new Sections 5-1 through 5-5-12 describing the district requirements; by adding Appendix 5A titled “Urban PUD Design Standards, by adding Exhibit F as a map of the U-PUD District boundary, by renumbering original Articles V through XI and their respective Sections to be numbered as Articles VI through XII, by amending the Permitted Use Table to add the U-PUD zoning district and its allowable uses; 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 new Section 4-1-19 to read as follows:

***4-1-19 Urban Planned Unit Development (U-PUD.)** This district is established to provide a fully designed residential and limited commercial community of no more than eight (8) acres. The U-PUD district is intended to maintain a high quality, walkable, safe environment, in keeping with traditional patterns of neighborhood development. Preliminary and specific land use development plans and site plats shall be submitted and approved by regulatory staff prior to filing a rezoning application. Once approved by the applicable Governing Authority, the development plan shall not be altered without repeating the process for initial approval. The parcels intended for this zoning district must be solely contained within the boundaries of the Dalton Urbanized Area as defined by the United States Census Bureau using the most recent decennial Census data. The parcels may also be outside the Dalton Urbanized Area but within the interior boundary formed by I-75 and the portion of Georgia State Route 3 sometimes known as the North/South Bypass.*

2. Insert a new Article V to read as follows: (See Attachment #1: Article V)
3. Insert a new Appendix 5A immediately following Article V to read as follows: (See Attachment #2: Appendix 5A)
4. Insert a new Exhibit F as a map copy of the Urban Planned Unit Development District Boundary (See Attachment #3: U-PUD boundary map).
5. Renumber original Article V through Article XI along with their respective Sections to be numbered as Article VI through Article XII with the related renumbered Sections.
6. In the Permitted Use Table, insert a new column titled U-PUD Urban Planned Unit Development with an “X” noted for the following uses: (See Attachment #4: Permitted Use Table)
7. These amendments shall become fully effective five (5) days following enactment by the Mayor and Council of the City of Dalton as a second reading hereof, the public health, safety, and welfare requiring it.
8. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
9. 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.

SO ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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 is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

# **ATTACHMENT # 1: ARTICLE V**

## **Article V – Urban Planned Unit Development District (U-PUD)**

**5-1 Definition: Urban Planned Unit Development District (U-PUD).** The purpose of this district is to create an area within which a planned development may be established under specified conditions designed to minimize impacts upon surrounding land uses, preserve the carrying capacities of surrounding roadways, and maximize the visual compatibility of such development with its surroundings. Such development may include a mixture of uses under certain circumstances; however, at least 50% of the land area within the development shall be residential in character. Commercial uses shall be permitted only when the proposed development shall be adjacent to and primarily accessed by collector streets and roads. This district has a maximum acreage of eight (8) acres.

**5-2 Plans Required.** Prior to the initial public hearing to rezone the property, preliminary and specific land use development plans and a plat of the site shall be submitted to and shall have been approved by the regulatory staff representing the applicable Governing Authority. The preliminary land use development plan shall show the traffic and pedestrian circulation plan, use-specific parking plan, the location and dimension of buffer areas, the arrangement of uses, including the square footage (total gross floor area) of the proposed uses, e.g., retail, business, offices, net residential dwelling unit density, number of hotel/motel rooms, easements and dedications, and such other information as is required for planned districts. Once approved by the applicable Governing Authority, it shall not be altered without repeating the process for initial approval.

The plans shall meet the minimum requirements for a larger Common plan of Development, and the project shall not be exempt from such requirements.

**5-3 Plat Content.** The plat shall show the location and dimensions of buffers, easements, fire hydrants, dedication and reservation of lands, setbacks and other conditions for development as approved by the planning commission. Such plat shall be signed by all owners of real property shown upon the approved land use development plan and be duly recorded prior to the issuance of building or development permits.

**5-4 Permitted Uses.** When commercial uses shall be allowed, the following uses shall be permitted within a U-PUD zoning district:

### **5-4-1 Retail Business – Service and Office Uses.**

- i. Lodging facilities: hotels/motels.
- ii. Cultural facilities: art galleries; museums; theaters; libraries; churches; public and private schools; teaching of music, voice, and dance; and child care facilities.

- iii. Offices of health services/practitioners physicians, surgeons, dentists and dental surgeons, osteopathic physicians, chiropractors and other licensed practitioners similar to those listed; laboratories serving professional requirements for dentists, physicians, and environmental assessments.
- iv. Physical fitness and health service clinics: including a pharmacy and incidental sales as an accessory use.
- v. General office uses: including but not limited to administrative, sales representatives, legal service, engineering and architectural, accountants, auditing, bookkeeping, finance, real estate, insurance and personal services.
- vi. Retail sales and service: including but not limited to coffee shops, bakeries, food stores, pet grooming facilities, nail salons, beauty salons, barber shops, drugstores, clothing stores, home furnishings and hardware, specialty shops, craft shops, photography studios, art studios, antique shops, gift and floral shops, print or letter shops, bookstores, office supplies and equipment, and outdoor sales incidental to permitted principal uses. These establishments shall not exceed 1800 square feet.
- vii. Eating and drinking establishments: Restaurants with table service and/or takeout/drive-thru service. These establishments shall not exceed 3000 square feet.
- viii. Cocktail lounges. Must have a valid alcohol license from the applicable jurisdiction. These establishments shall not exceed 800 square feet.
- ix. Off-street parking lots/garages.
- x. Prohibited:
  - Automated or Non-Automated Car Washes,
  - Coin-Laundry Facilities,
  - Community Donation Boxes,
  - Dollar-Type Stores or Thrift Stores,
  - Firing Ranges,
  - Gas Stations (if the facility will be located on a parcel less than 2 acres),
  - Group Homes, Homeless Shelters, Rooming House or Crisis Center,
  - Hookah, E-Cigarette, and/or Vapor Lounges
  - Industrial Facilities,



- Junkyards,
- Kennels,
- Liquor Stores,
- Marine Sales and/or Repair,
- Mini-Warehouses and Self-Service Storage Facilities,
- Night Clubs (any place alcohol sold and people encouraged to dance or with amplified music provided),
- Pawn Shops,
- Psychics, Fortune Tellers, Clairvoyants and the Like,
- Retail Sales of Alternative Nicotine Products,
- Salvage Yards/Recycling Centers/Flea Markets/Yard Sales,
- Sawmill,
- Sexually-Oriented Adult Uses,
- Shipping/Packaging/Mail Centers,
- Tattoo Parlors,
- Taxi-Cab or Limousine Services,
- Tobacco or Vaping Stores,
- Truck Stops,
- Vehicle Repair or Service Stations,
- Veterinarian or Animal Hospitals with Outdoor Kennels,
- Wireless Telecommunication Facility or Cell Towers
- Wrecked Motor Vehicle Compound

**5-4-2 Residential Uses.**

- i. Multifamily dwellings, including triplexes, quadplexes, townhouses, flats, apartments, or condominiums.
- ii. Single-family row houses.
- iii. Single-family detached and semidetached dwellings with each dwelling unit located on a separate lot.
- iv. Two-family dwellings.

**5-5 Specific land use development plan design standards for all designated development.**

**5-5-1 Urbanized Area Location.** The parcels intended for this rezoning must be solely contained within the boundaries of the Dalton Urbanized Area as defined by the United States Census Bureau using the most recent decennial Census data. The parcels may also be outside the Dalton Urbanized Area but within the interior boundary formed by I-75

and the portion of Georgia State Route 3 sometimes known as the North/South Bypass. These areas are depicted in the map attached as Exhibit F.

**5-5-2 Architectural Design.** All structures shall conform with the architectural design standards included in Appendix 5-A of this zoning district description.

**5-5-3 Green Space Requirement.** Green space shall be not less than twenty (20) percent of the total designated residential area not counting public or private streets, driveways, alleys or parking areas.

**5-5-4 Density.**

- i. The net dwelling unit density for the designated residential area shall be submitted as part of the Unified Rezoning Application and shall be clearly depicted on the site plan. Once approved by the applicable Governing Authority, it shall not be altered without repeating the process for initial approval.
- ii. The approved dwelling unit density shall be placed upon the official Zoning Map along with the Urban PUD district.

**5-5-5 Buffer.** All buffers and screening shall be as approved by the Planning Commission and shall be shown upon the approved site plan. A 10-foot minimum natural or landscaped buffer, of which at least 5 feet shall be a vegetative buffer, shall be provided along the property line where a designated residential development abuts and exterior boundary of the U-PUD adjacent to a residential zoning district, including portions of streets (opened or unopened), unless an alternate buffer of equal or better protection is provided by the developer and approved by the applicable Governing Authority.

A 10-foot minimum natural or landscaped buffer, of which at least 5 feet shall be a vegetative buffer, shall be provided between designated residential development and nonresidential uses within the U-PUD, excluding portions abutting a street right-of-way. Such buffer is to be maintained as part of the common open area for the development.

**5-5-6 Driveways.** The proposed driveway layout shall be depicted on the site plan and must be approved by the applicable Governing Authority. Absent extraordinary circumstances, one driveway per habitable structure shall be provided.

**5-5-7 Road or Streets, public or private.** Roads or streets shall be built to a standard approved by the applicable Governing Authority.

**5-5-8 Minimum Building Setbacks.** Minimum building setbacks shall conform with minimum requirements as set forth in the adopted International Building/Residential Codes.

**5-5-9 Spacing of Buildings.** The minimum spacing between multifamily buildings (defined as triplex or greater) shall be not less than 10 feet; provided, however, where the front of a building faces the rear of a building the space between the front and rear of such building shall be not less than 30 feet.

**5-5-10 Parking.** A site-specific parking plan shall be included as part of the submittal for review by the applicable Governing Authority. Parking requirements may be met with a combination of on- and off-street parking. On-street parking shall not count toward minimum public road, street or alley width.

**5-5-11 Preservation of Common Area.** The developer or homeowner's association established by the developer, by recorded deeds, plats, covenants and restrictions running with the land, shall preserve and maintain for the owners and occupants of the units all infrastructure of the development; in addition to the land set aside for open space, parks or recreational use, and common off-street parking spaces established for the development unless such responsibility shall be legally assumed by a unit of government.

**5-5-12 Utilities.** All utilities serving the development shall be located underground. Access to water/sewer mains shall be determined jointly by Dalton Utilities and the applicable Public Works department.

# **ATTACHMENT # 2: APPENDIX 5A**

## APPENDIX 5A - Urban PUD Design Standards

**5A-1 Purpose.** The purpose of these standards is to maintain a high quality, walkable, safe environment, in keeping with traditional patterns of neighborhood development.

**5A-2 Applicability.** These standards apply to new house-scaled residential buildings with street frontage of 80 feet or less. Any existing property wherein 60 percent or greater of the principal building is removed or destroyed by any means shall be redeveloped in accordance with these requirements.

### **5A-3 RELATIONSHIP OF BUILDING TO STREET**

#### **5A-3-1. Primary Building Placement & Massing:**

- a. The primary building on each parcel shall be placed as close to the street as possible when facing a public right of way, within the applicable setbacks.
- b. All buildings shall be a maximum of 2.5 stories or 35', whichever is greater.
- c. All buildings shall have a maximum width of 40' at the street and a maximum depth of 70'.
- d. All buildings shall provide an average 9-foot ceiling height for the first floor.
- e. All buildings shall provide a minimum finish floor elevation of 1' and a maximum finish floor elevation of 5' above grade at the front of the building.
  1. Relief from finished floor elevation requirements may be permitted upon presenting topographic hardship for the lot.

#### **5A-3-2. Accessory Building Placement & Massing:**

- a. Accessory buildings on each parcel shall be located to the side or rear of the primary building, and shall be located no closer to the primary street-facing property line than the primary building.
- b. All accessory buildings shall be a maximum of 2 stories or 24' high, whichever is greater.
- c. Accessory buildings shall have a maximum footprint of 900 SF and a maximum total size of 1,400 SF for both conditioned and unconditioned square footage.

#### **5A-3-3. Front Porches & Stoops:**

- a. Front porches and/or stoops on the façade of the primary building shall be required when established by a majority of the residential dwellings on the block face.
- b. Front porches, when required, shall:
  1. Be a minimum of 12 feet wide or one-third the width of the front façade, whichever is less, and a minimum of six feet deep.
  2. Contain roofs.

3. Provide steps accessible from the sidewalk and/or public right of way.
4. Be raised at least 12 inches above the adjacent grade for a primary street facing residence.
  - a) Stoops, when required, shall:
    1. Be covered or un-covered and stairs may run to the front or to the side.
    2. Have a minimum size of 4 feet by 6 feet. Stoops must have a 4 foot width minimum from the principal façade to the inside of the column face for stoops with a covered landing.
  - c. For parcels fronting on more than one (1) street, the front porch and stoop requirements shall be required only for the building façade located in the primary front yard of the parcel.
  - d. Porches shall be permitted to extend into the front setback a maximum of 10 feet. Stoops shall be permitted to extend into the front setback a maximum of 5 feet. No conditioned space is permitted above any porches that project into front setbacks.

**5A-3-4. Front doors:**

- a. Front doors shall face and be visible from the adjacent street for primary buildings facing a public right of way. Primary buildings should be oriented so that the front or primary facade should be parallel to its adjacent street.
- b. Secondary units shall have a front door clearly visible from a sidewalk or walkway extending onto the lot.
- c. A street address number shall be located directly above or adjacent to the primary building entrance, should be clearly visible from the sidewalk and should be a minimum of six inches in height.

**5A-3-5. Façade fenestration:**

- a. Façade fenestration (windows and may include doors) shall be a minimum of 25% of the length of the façade along the ground floor of primary street facing facades, and shall be a minimum of 20% for secondary street facing facades.
- b. Window fenestration for upper stories shall be a minimum of 15% of the length of the façade for all street facing facades.
- c. No more than 10 feet in length of any street facing façade may be blank without fenestration provided.

**5A-3-6. Garages:**

- a. When side or rear vehicle access is feasible, front-facing garages are not permitted.
- b. If front-facing garages are permitted:
  1. Front-facing garage doors shall be recessed and located a minimum distance of ten feet behind the front façade of the principal structure. For

parcels with more than one street frontage, front-facing garage doors shall be defined as those facing the front yard of the parcel, and not side yard, or rear yard.

2. The garage door opening shall be less than fifty percent (50%) of the principal façade length.

#### **5A-3-7. Exterior Prohibited Materials.**

a. The following shall be prohibited:

1. Undersized Shutters. Shutters shall be sized so as to equal the width required to cover the window opening.
2. Shutters made of plastic.
3. Glass with reflective coatings other than clear glass with Low-E coatings. (See opacity and façade section).
4. Plastic or PVC roof tiles.
5. Aluminum siding.
6. Vinyl siding.
7. Wood fiber board.
8. Unfinished pressure-treated wood.
9. EIFS (Exterior Insulation Finish System) located on the first or ground floor.

### **5A-4. SITE STANDARDS**

#### **5A-4-1. Parking:**

- a. Parking off-street shall not be located between a building and the street.

#### **5A-4-2. Streetscapes:**

- a. Public sidewalks shall be located along all public streets and shall consist of two zones: an amenity zone and a walk zone.
  1. Amenity zone requirements: The amenity zone shall be located immediately adjacent to the curb. Width shall be measured from back (building side) of curb to the walk zone. Amenity zone shall be five feet wide where feasible; Minimum width shall be three feet. This zone is reserved for the placement of street trees in a manner that does not obstruct pedestrian access or motorist visibility.
  2. Walk zone requirements: The walk zone shall be located immediately contiguous to the amenity zone and shall be a continuous hardscape for a minimum width of five feet. Said zone shall contain a consistent cross-slope not exceeding two percent.
- b. Street tree planting requirements: Street trees are required and shall be planted in the ground within the amenity zone and spaced a maximum of 30 feet apart

from other amenity zone street trees. All newly planted trees shall be single-stemmed at a minimum of two inches in caliper (measured 36 inches above ground). Add sentence “Nothing in these standards shall supersede the City of Dalton’s vegetation ordinance.”

- c. Adjustments to the sidewalk requirements may be permitted upon a finding that one or more of the site conditions set forth in subsections (a) through (g) below are present on the site. The applicant requesting the adjustment must provide documentation establishing the presence of the site condition(s) relied upon. If the adjustment results in the waiver of the sidewalk requirement on the site, the applicant shall construct sidewalks of equal or greater length along adjoining streets in a specific location approved by the director.
  1. Sidewalks exist that are not in need of repair;
  2. Trees exist within the proposed sidewalk zone having a diameter at breast height (DBH) of six inches or more;
  3. Topographic conditions exist that would locate the proposed sidewalk walk zone 12 or more inches above or below the top surface of the finished curb;
  4. Topographic conditions exist that would prevent driveway access to the property upon completion of the proposed sidewalk;
  5. Physical conditions exist such as existing structures, existing utility devices, or rock outcroppings that obstruct the installation of the proposed sidewalk;
  6. Sidewalks exist on either side of the parcel block face or the opposing block face that are of a dimension different than these requirements. In this case, the new sidewalk dimensions may match the dimensions of the sidewalks found on the block;
  7. Sidewalk improvements are planned, approved, and publicly-funded by the City of Dalton.

### **5A-4-3. Fences and Walls:**

- a. Fences or walls at the side or rear property line shall not exceed 72 inches in height.
- b. Fences or walls placed in the front yard or along a right-of-way should not exceed 48 inches in height.
- c. Barbed wire, plastic slats, plastic vinyl screening fabric, and chain link fences are not permitted.
- d. Fencing in the front yard shall not extend past the front façade of the structure.
- e. Retaining walls.
  1. Maximum height. Retaining walls in the front yard are limited to four (4) feet in height. A retaining wall located adjacent to a sidewalk along a public



street shall not exceed two (2) feet in height. Retaining walls shall be limited to eight (8) feet in height within interior side and rear yards.

2. Administrative variations from these wall height requirements shall be permissible if topographic hardship can be demonstrated.

**5A-4-4. Equipment Limitations:**

- a. Utility meters, air conditioning equipment, permanent grills, permanent swimming pools, recreation and play equipment, doghouses and dog runs, hot tubs and spas and wood decks (except for boardwalks from the front gate to the front porch which may be up to five feet wide) shall not be installed between a building and the street.
- b. Antenna and satellite dishes shall not be installed between a building and the street when a sufficient signal is available elsewhere. Antennas or satellite dishes more than one meter in diameter should not be installed.

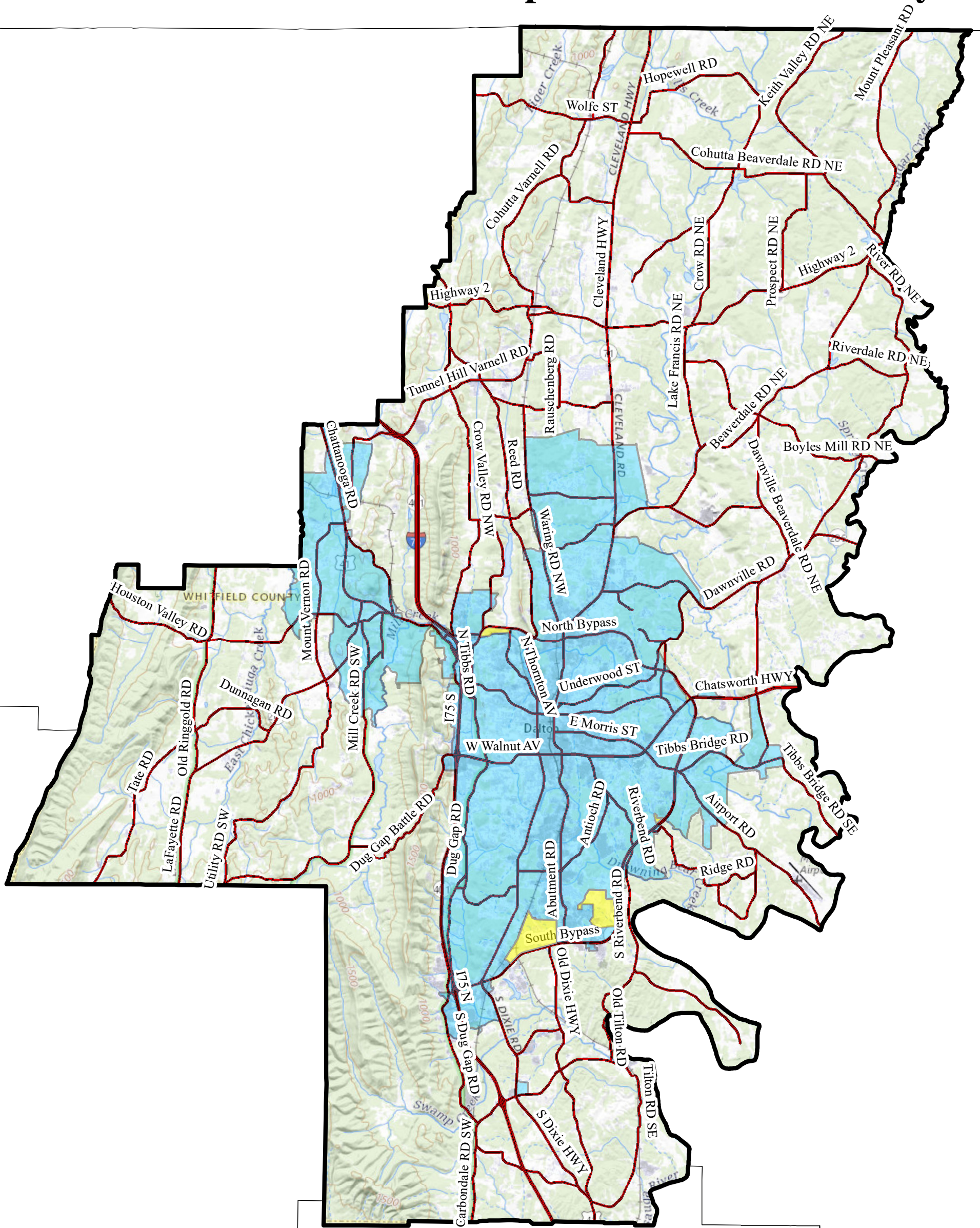
**5A-5. ADMINISTRATIVE RELIEF**

- A. When requested by an applicant, Administrative Relief may be granted by the Unified Board of Zoning Appeals upon such procedures as set forth in the by-laws of the Whitfield County Unified Board of Zoning Appeals. Administrative Relief is a modification of 10% or less of any numeric standard.
- B. In approving an application for Administrative Relief, the Administrator must determine:
  1. The application is consistent with the intent of the applicable standards for which relief is requested;
  2. That there are practical difficulties that prevent strict adherence to the code requirement for which relief is requested; and
  3. The request for relief is the minimum amount necessary to eliminate the practical difficulty.

# **ATTACHMENT #3: U-PUD BOUNDARY MAP**



# Urban Planned Unit Development District Boundary



## Map Description

The U-PUD boundary is defined by the most recent urbanized area designation from the United States Census Bureau (blue). Additionally, areas found between the bounds of SR 3/US 41 (Bypass) and I-75 have been included (yellow).

This map is made available for reference only and should not be substituted for a survey product. Whitfield County Board of Commissioners will not accept liability of any kind in conjunction with its use.

Source: United States Census Bureau  
Date: 2020 Decennial Census Data



1 in = 2 miles



Planning & Zoning

# **ATTACHMENT # 4: PERMITTED USE TABLE**



**UNIFIED ZONING ORDINANCE TABLE OF PERMITTED USES**

X = Indicates use allowed in this zoning district      S = Special Use Permit required

COMMERCIAL/INDUSTRIAL/MIXED ZONING										AGRICULTURE/RESIDENTIAL ZONING											
C-1A Limited Commercial	C-1 Neighborhood Commercial	C-2 General Commercial	C-3 Central Business District	C-4 Transitional Commercial	MU Mixed Use	PUD Planned Unit Development	U-PUD Urban Planned Unit Development	M-1 Light Mfg	M-2 Heavy Mfg	PERMITTED USES	ADDIT. REQ'MT Section	GA General Agriculture	SA Suburban Agriculture	R-1 Estate Residential	R-2 Low Density Residential	R-3 Medium Density Residential	R-4 Zero Lot Line Residential	R-5 Rural Residential	R-6 Transitional Residential	R-7 High Density Residential	
										ACCESSORY USES	4-6										
									S	Acid Manufacturer											
	S	X				S				Adult Day Center											S
		X								Adult Entertainment/Business											
								X	X	Advertising Display, Sales and Manufacturing											
		X						X	X	Agriculture Equip Sales, Supply & Storage											
										Agritourism	4-6-29	S	S						S		
		S						S	S	Airports, Public & Private		S									
		X		X				X	X	Ambulance Services											
		X	X							Amusements, Commercial	4-6-1										
										Animal Breeding		X									
										Animal Husbandry	4-6-2	X									
X	X	X	X	X	X	X	X			Antique Shop	4-6-18										
X	X	X	X	X	X	X	X			Apparel & Accessory Store	4-6-18										
		X	X	X						Appliance Sales and Repair											
X	X	X	X	X	X	X	X			Art Gallery/Music Conservatory	4-6-18										
		X						X		Assisted Living Facility/Community											
	X	X	X	X	X	X	X			Athletic/Health Club & Facilities	4-6-18										
		X	X		X	X	X			Auditorium, Assembly Hall, Civic Center											
		X						X	X	Auto & Truck Sales, Service	4-6-8										
		X						X	X	Automobile Repair & Body Shop	4-6-8										
	X	X					X			Bait/Tackle Shop	4-6-18										
X	X	X	X	X	X	X	X			Bakery, Pastry Shop	4-6-18										
X	X	X	X	X	X	X	X	X	X	Bank Automatic Teller Machine (ATM)	4-6-18										
X	X	X	X	X	X					Bank or Financial Institution, Full Service	4-6-18										
	X	X	X	X	X	X	X			Bar, Cocktail Lounge, Tavern	4-6-18										
X	X	X	X	X	X	X	X			Barber Shop, Beauty Salon	4-6-18										
		X		X				X		Baseball Batting Cages											
X	X	X			X	X				Bed & Breakfast Home	4-6-3	X	X							X	X
X	X	X	X	X	X	X				Bed & Breakfast Inn	4-6-3	X	X							X	X
		X		X				X		Boat Sales, Service & Repair											
		X						X	X	Boat Storage											
X	X	X	X	X			X			Books, Cards and Stationery Store	4-6-18										
		X						X	X	Bottle Gas, Storage & Distribution											
								X	X	Bottling Plant											
		X	S	S	X		X			Boutique Hotel											
		X								Bowling Alley											
							X		X- Dalton Varnell only	Brewery/Distillery/Winery											
		X- Dalton Varnell only	X- Dalton Varnell only	X- Dalton Varnell only	X- Dalton Varnell only		X	X	X	Brewpubs, Microbrewery, Micro-winery	4-6-31										
		X						X	X	Building Materials Sales, Supplies, Storage											
		X						S	S	Bus Station		S									S
		X	X	X			X	X	X	Cafeteria (See also Restaurant)	4-6-21										
										Camp, Private	4-6-26	S			S				S		
		X		X			X	X	X	Carpet and Rug Sales, Floor Covering & Storage											
		X	X	X				X	X	Carpet Cleaning Store											
										Cement, Lime, Gypsum Manufacture		S									
		X								Cemetery, Mausoleum, Columbarium (Not Church related)	4-6-5	X	S	S	S	S			S	S	S
		X			S	S	X			Child Care Learning Center											
		X			S	S	X			Child Caring Institution			S	S	S				S	X	X
X	X	X	X	X	X	X	X			Churches		S	S	S	S	S			S	S	
		X	X				X			Cinema, Movie Theatre											
S	S	X	S	S	S		X			Clinic, Medical											
X	X	X	X	X	X	X	X			Clubs and Lodges, private											
		X	X	X			X	X	X	College, University or Technical School		S									S
								X	X	Community Living Arrangement					X	X			X	X	X
	X	X				X	X	S		Concrete/Stone Cutting, Fabrication											
		X		X				X	X	Conference/Convention Center		S									S
		X						X	X	Contractor Equipment - Material Storage											
		X						X	X	Convenience Center		X									
	X	X	X	X		X	X	X	X	Convenience Stores with or without fuel service	4-6-7 4-6-8 Article V										
		X		X						Convent and Monastery		S	S							S	S
						X			X	Correctional Facility		S									
		X	X	X	X	X	X			Country Club, Private Club		S	S	S	S				S		
		X		X				X	X	Crematorium		S									
								S	S	Crop Production		X	X						X		

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X	X	X	X	X	X		X			Curio & Souvenir Shop	4-6-18									
X				X	X	X	X			Day Care Home, Family		X	X	X	X		X		X	X
	X	X		X	S	S	X			Day Care Home, Group										
		X						X	X	Dormitory for worker employed on premise		S								
		X		X				X		Drug Rehab/Treatment Facility	4-6-28	S							S	S
	X	X	X	X	X	X	X			Drug Store, Pharmacy	4-6-18									
			X		X	X	X			Dwelling, Loft										
			X		X	X	X			Dwelling(s), Urban										
X						X	X			Dwelling, Multi Family (Duplex)								X	X	X
X						X	X			Dwelling, Multi Family (Triplex, Fourplex)									X	X
X					X	X	X			Dwelling, Multi-Family										X
X						X	X			Dwelling, Single Family		X	X	X	X	X	X	X	X	X
						X				Dwelling, Single Family Zero Lot Line	4-6-25						X			
						X	X			Dwelling, Townhouse, Condominium	3-8								X	X
		S						S	S	Electrical Generation Facility		S								
		X						X	X	Equipment Rental, Industrial										
		X						X	X	Equipment Supplies (Business/Industrial)										
		X								Equipment Supplies (Medical, Arts, etc)										
	X	X			X	X				Event Center	4-6-27	S	S							
	S	X							S	Explosive Manufacture or Storage										
		X				X	X	X	X	Farmer's Market	4-6-11	S	S							
	X	X			X	X	X	X	X	Fast Food, Dine-in with Drive-thru										
	X	X	X	X	X	X	X	X	X	Fast Food, Dine-in without Drive-thru										
								X	X	Fast Food, Drive-thru only										
		X						X	X	Feed Mill, Seed Mill Production & Packing		X								
										Flea Market	4-6-11	S								
X	X	X	X	X	X	X	X	X	X	Florist Shop	4-6-18									
					X	X				Fraternity, Sorority, Residence Hall										X
								X	X	Freight Terminals										
		X		X		X	X	X	X	Funeral Home, Mortuary										
	X	X	X	X	X		X	X	X	Furniture, Home Furnishing and Equipment Store										
X	X	X	X	X	X	X	X	X	X	Game Room, Arcade	4-6-18									
	X	X				X	X			Garage Sales	4-6-12	X	X	X	X	X	X	X	X	X
						X	X			Garden, Landscaping Supplies										
		X		X				X	X	Gardening/Horticulture (non-commercial)		X	X							
										Gas Station w/repair services	4-6-8									
X	X	X	X	X	X	X	X			Gift Shop	4-6-18									
		X				X				Golf Courses and Club Houses, Public or Private		S	S	S	S			S		
X	X	X	X	X		X		X	X	Government Buildings, Public		S	S	S	S	S		S	S	S
	X	X	X	X	X	X	X			Grocery/General Merchandise Store	4-6-18									
		X			S	S				Group Home			S	S	S			S	X	X
				X						Halfway House	4-6-28								S	S
	X	X	X	X		X	X	X	X	Hardware, Paint & Wallpaper Store	4-6-18									
								S	S	Hazardous Wastes Handling & Processing	4-6-13									
		S						S	S	Helicopter Landing Area		S								
	X	X	X	X	X		X			Hobby, Toy & Game Store	4-6-18									
										Holiday Tree Farm	4-6-22	X	X							
	X	X		X			X			Holiday Tree Lot (Temporary)	4-6-23	X	X							
							X			Home Occupations, Customary				X	X	X	X	X	X	
		X	S	S						Homeless Facility	4-6-33									
		X				X		X	X	Hospital, Health and Medical Institution									S	S
		X		X		X	X	X		Hotel										
		X	S	S	X		X			Hotel, Boutique										
		X						X	X	Ice, Sales & Manufacture										
	X	X		X	X	X	X	X	X	Ice, Self Serve Kiosk										
								X	X	Industrial Park, Planned										
								S	S	Junk Yard, Salvage Yard	4-6-14									
		X		X						Kennel, Boarding & Breeding	4-6-30	X	X							
		X						X	X	Laboratory, Research Facilities										
										Landfill, Inert	4-6-24	S								
										Landfill, Solid Waste	4-6-24	S								
	X	X		X	X	X	X			Laundromat, Coin Operated	4-6-18									
		X						X	X	Laundry, Commercial Services										
X	X	X	X	X		X	X	X	X	Laundry, Pick up and Dry Clean Services	4-6-16									
		X				X				Liquor-beer, Package Store										
		X								Livestock Raising -Personal Pleasure	4-6-17	X	X	X	X			X		
		X								Livestock Sales, Auction Facilities		S								
		X						X	X	Machine Shop, Fabrication, Welding, Sales										
		X						X	X	Machinery Sales, Service & Repair										
	X	X	X	X	X	X				Mailbox Services	4-6-18									
										Manufactured Home		X	X					X	X	X
		X						X		Manufactured Homes, Sales & Service										

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									X	Manufacturing Establishment, General/Heavy											
								X	X	Manufacturing, Light (no smoke, fumes, noise, odors)											
X	X	X	X	X	X	x	X			Massage/Day Spa	4-6-18										
								S	S	Meat Processing/Packing		S									
							X	X	X	Micro-Brewery, Micro-distillery/winery	4-6-31										
		X				X				Miniature Golf Course											
									S	Mining/Quarry Operations		S									
		X		X				X	X	Mini-Warehouse											
		X						X	X	Motel, Motor Lodge											
		X						X	X	Motor Vehicle Sales/Repair/Dealerships											
	X	X		X		X		X	X	Motor Vehicle Wash - Manual or Automatic											
X	X	X	X	X	X	X	X			Museum, Cultural Facility	4-6-18	S									
X		X	X	X				X		Newspaper Office/Production											
	X	X	X	X	X	X				Nightclub	4-6-18										
	X	X								Nursery, Greenhouse (Retail)	4-6-18										
	X	X						X		Nursery, Greenhouse (Wholesale)		X									
	X	X						X		Nursing Home											S
	X	X	X	X	X	X	X			Office Supplies	4-6-18										
X	X	X	X	X	X	X	X	X	X	Office, Business & Professional	4-6-4										
										Organic Farming	4-6-29	S	S						S		
									S	Paper or Paper Pulp Manufacturing											
X		X	X	X				X	X	Parking Lot or Garage, Commercial											
		X				X		X	X	Parks and Recreation Facilities (including playfields)	4-6-15	S	S	S	S	S		S	S	S	
									S	Paving, Concrete and Asphalt Plant											
					S	S				Personal Care, Family		X	X	X	X			X	X	X	
					S	S				Personal Care, Group			S	S				S	X	X	X
					S	S				Personal Care, Congregate								S	S	X	X
		X								Pet Cemetery		S									X
	X	X	X	X	X	X	X			Pet Shop & Pet Grooming Shop	4-6-18										
								S	S	Petroleum Products, Bulk Storage Tank											
									S	Petroleum/ Petroleum Products, Refining											
X	X	X	X	X	X	X	X			Print Shop (Quick Print & Copy Service)	4-6-18										
		X						X	X	Printing, Publishing and Sampling											
	X	X								Produce Stand (Permanent Structures)	4-6-11	S									
	X	X								Produce Stand (Temporary Structures)	4-6-11	X	X								
		S								Race Tracks, Motor Vehicle	4-6-1	S									
		X						X	X	Recycling Center (w/processing facilities)	4-6-20										
		X						X	X	Recycling Collection Station	4-6-20										
									S	Refining of Petroleum/Petroleum Products											
		X	X	X				X	X	Repair Service, Motor Vehicle	4-6-8										
		X	X	X				X	X	Repair Service, General Merchandise											
		X						X	X	Repair Services (Heavy Equipment)											
	X	X			X	X		X	X	Restaurant, Cafeteria (Dine-in and Drive-thru)	4-6-21										
	X	X	X	X	X	X		X	X	Restaurant, Cafeteria (Dine-in, no Drive-thru)	4-6-21										
	X	X	X	X	X	X	X			Retail Stores, General Merchandise	4-6-18										
										Rooming & Boardinghouse		S							X	X	
		X								RV Park, Campground	4-6-19	X									
		X						X	X	Saw Mill, Lumber Yard		X									
		X						X	X	Saw Mill, Temporary or Portable		X									
	S	X					X			School, Public, Private or Parochial(with or without campus lodging)		S	S	S	S	S		S	S	S	
		X	S					X	X	Self-Service Storage Warehouse or Climate-Controlled	4-6-32										
		X	X	X			X	X	X	Service Businesses (not otherwise defined)											
		X	X	X				X	X	Service Station, (gas station w/repair services)	4-6-8										
S	S	S	S	S	S	S		S	S	Sewage/Wastewater Treatment Facilities, Public or Private		S	S	S	S	S	S	S	S	S	S
	X	X	X	X	X	X	X			Shoe Repair	4-6-18										
		X	X							Shooting Gallery/Range, Indoor											
										Shooting Range, Outdoor		S	S								
	X	X		X						Shopping Center, Planned	4-6-6										
								S	S	Slaughter Yards		S									
	X	X	X	X	X		X			Specialty Food Store	4-6-18										
										Stock Yards		X									
		X						X	X	Storage Warehouse											
		X						X	X	Storage Yard, Equipment											
X	X	X	X	X	X	X	X			Studio for Art, Photography & Similar Uses	4-6-18										
	X	X				X				Swimming Pool, Commercial											
	X	X	X	X	X	X	X			Tanning Salon	4-6-18										
X	X	X	X	X	X	X				Tattoo Parlors; Body Art											
		X								Taxidermy		X	S								
		X	X		X	X	X			Theater with stage for live performance											
		X	X	X			X	X	X	Tire Sales & Service											

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	X	X						X	X	Towers, Radio, TV & Communication	Article 6	S	S	S	S	S	S	S	S	S	S
					S	S		S	S	Transfer Station, Solid Waste	4-6-24	S									
										Transitional Housing		S	S	S	S	S			S	S	S
		X						X	X	Truck Terminal, Freight Handling											
X	X	X	X	X	X	X		X	X	Utility Facilities (electric/telephone substations, lift/pump stations, water tanks)		X	X	X	X	X	X	X	X	X	X
	X	X	X	X						Vendor Stands	4-6-18										
		X								Veterinary Clinic/Animal Hospital/Grooming House											
X	X	X	X	X			X			Vocational School (trade, secretarial, art, professional, music, dance, drama)											
		S		S	S	S		S	S	Water Treatment Facilities		S	S	S	S	S	S	S	S	S	S
		X						X	X	Water/Storage Tank 1000-5999 gallon											
		S						X	X	Water/Storage Tank 6000 gallon and over											
X	X	X	X	X	X	X	X	X	X	Water/Storage Tank under 1000 gallon		X	X	X	X	X	X	X	X	X	X
		X		X				X	X	Wholesale Trade/Warehouse/Distribution Facilities	4-6-34										
		X		X				X	X	Woodworking, Cabinet-making											
		X						X	X	Wreckage Services, Temporary Storage	4-6-14										



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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 19, 2023

**SUBJECT: The request of the Whitfield County Board of Commissioners along with the Cities of Dalton and Varnell to amend the Unified Zoning Ordinance to create a new Urban Planned Unit Development (UPUD) zoning district.**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on December 18, 2023, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun and Carl Campbell.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the UZO text amendment to create a new UPUD zone district affecting only the portions of Whitfield County that are within the Metropolitan Statistical Area as delineated by the US Census Bureau. Calhoun went on to note that parcels of land would be eligible up to eight acres in size with no minimum lot size requirement. Calhoun then stated that additional site design and architectural requirements would be applied to any prospective sites. There were no further questions for Calhoun. Carl Campbell, Executive Director of the Dalton-Whitfield Joint Development Authority, stated that the UPUD zone district would allow for infill and redevelopment within the urban areas where residential redevelopment is challenging under existing zone districts. Campbell then stated that the proposed UPUD would eliminate the need for countless variances and allow for additional design regulations than the current zone districts. Campbell stated that the UPUD zone district would be a step towards the implementation of the Believe Greater Dalton Housing Strategy by creating infill and redevelopment opportunities that may otherwise be unfeasible while installing barriers to prevent bad actors from creating poorly designed developments. Cambell then drew attention to a site plan for a proposed development funded by the Dalton-Whitfield JDA on South Hamilton Street for a tract of land formerly donated to the JDA by Mohawk. Cambell noted the JDA's pending application for funding through the Georgia Department of Community Affairs for the S. Hamilton residential development. Campbell stated that the proposed S. Hamilton development would create small-lot single-family detached and townhouse residential workforce housing to be marketed at under \$300,000 per unit as required by the aforementioned grant.

Chairman Jensen asked Campbell why the proposed area was not solely within the City of Dalton. Jacob Bearden then stated that the MSA boundary would allow eligibility for potential tracts of land surrounding the periphery of the City of Dalton where urban developments may be feasible.

With no other comments heard for or against, this hearing closed at approximately 8:06 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested UZO Text Amendment. **David Pennington then made a motion to recommend approval of the UPUD UZO Text Amendment. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the UPUD UZO Text Amendment followed, 4-0.**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** January 8, 2024  
**Agenda Item:** Equitable Sharing Agreement Certification  
**Department:** Dalton Police Department  
**Requested By:** Chief Cliff Cason  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$0

**Funding Source if Not in Budget**

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

The Dalton Police Department is required by the Department of Justice to submit an annual equitable sharing report. This report is due by January 31 of each year. This document allows the DOJ to verify the expenditures for auditing purposes. The document requires the agency head and governing body head certification/signature.



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA1550100  
**Agency Name:** Dalton Police Department  
**Mailing Address:** 301 Jones St  
 Dalton, GA 30720

**Type:** Police Department

**Agency Finance Contact**

**Name:** Lopez, Martha  
**Phone:** 7062789085  
**Email:** mlopez@daltonga.gov

**Jurisdiction Finance Contact**

**Name:** Jackson, Cindy  
**Phone:** 706-529-2460  
**Email:** cjackson@daltonga.gov

**ESAC Preparer**

**Name:** Lopez, Martha  
**Phone:** 7062789085  
**Email:** mlopez@daltonga.gov

**FY End Date:** 12/31/2023

**Agency FY 2024 Budget:** \$10,671,000.00

### Annual Certification Report

	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1 Beginning Equitable Sharing Fund Balance	\$13,306.58	\$27,416.76
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$240.95	\$619.07
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$240.95	\$619.07
7 Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$13,547.53	\$28,035.83

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA  
<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$0.00	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor**

**Name:** Walcott, Alex  
**Company:** Estes & Walcott  
**Phone:** 17065290749

**Email:** alex@esteswalcott.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES  NO  THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: N/A

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes  No

### Agency Head

Name: Cason, Cliff  
Title: Chief  
Email: ccason@daltonga.gov

Signature:  Date: 1-4-24

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Sams, Annalee  
Title: Mayor  
Email: asams@daltonga.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1/8/24

**Agenda Item:** IGA FOR 2024 SPLOST

**Department:** Administration

**Requested By:** Andrew Parker

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

**Cost:**

**Funding Source if Not  
in Budget**

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

Intergovernmental Agreement For The Use and Distribution of Proceeds From  
the 2024 Special Purpose Local Option Sales Tax For Capital Outlay Projects



**STATE OF GEORGIA  
COUNTY OF WHITFIELD**

**Intergovernmental Agreement For The Use and Distribution of Proceeds From the  
2024 Special Purpose Local Option Sales Tax For Capital Outlay Projects**

THIS AGREEMENT is made and entered this the 8<sup>th</sup> day of January, 2024 (this “Agreement,”) by and among Whitfield County, Georgia, a political subdivision of the State of Georgia (the “County”), the City of Dalton, the City of Tunnel Hill, the City of Varnell and the Town of Cohutta, each a qualified municipality of the State of Georgia (the “Municipalities,” individually and collectively).

**W I T N E S S E T H:**

WHEREAS, the County and Municipalities deem it to be in the best interest of the special district of Whitfield County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the “Special District”) to improve public services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to impose a special one percent sales and use tax (the “SPLOST”), pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Sales Tax Law”); and

WHEREAS, the Sales Tax Law allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution and the State of Georgia between the County and one or more “qualified municipalities” (as defined in the Sales Tax Law) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, under the terms of the Sales Tax Law, it is necessary for Municipalities to enter into this Agreement with the County relating to the provision of governmental services and facilities by the County and Municipalities, as authorized by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, prior to the call of the election with respect to the SPLOST; and

WHEREAS, the County and the Municipalities met on the 4<sup>th</sup> day of December, 2023 to discuss possible projects for inclusion in the SPLOST referendum in conformance with the requirements of O.C.G.A. § 48-8-111(a) and have had continuing discussions on projects for inclusion in the SPLOST through the date of this Agreement; and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Sales Tax Law, and

WHEREAS, it is projected that the SPLOST will raise an approximate estimated amount of \$80,000,000 over four (4) years; and

WHEREAS, the City of Tunnel Hill will receive the exact amount equal to \$752,000.00 for the capital outlay projects listed in Section A of Exhibit A attached hereto (the “Tunnel Hill Projects”); and

WHEREAS, the City of Varnell will receive the exact amount equal to \$1,696,000.00 for the capital outlay projects listed in Section B of Exhibit A attached hereto (the “Varnell Projects”); and

WHEREAS, the Town of Cohutta will receive the exact amount equal to \$592,000.00 for the capital outlay projects listed in Section C of Exhibit A attached hereto (the “Cohutta Projects”); and

WHEREAS, assuming collection of the total amount projected, the County will receive approximately \$50,144,950.00 for the capital outlay projects listed in Section D of Exhibit A attached hereto (the “County Projects”); and

WHEREAS, assuming collection of the total amount projected, the City of Dalton will receive approximately \$26,815,050.00 for the capital outlay projects listed in Section E of Exhibit A attached hereto (the “Dalton Projects” and, together with the Dalton Projects, the Tunnel Hill Projects, the Varnell Projects, and Town of Cohutta projects collectively, the “Municipality Projects”); and

WHEREAS, the County and the Municipalities desire to enter into this Agreement to meet the provisions of O.C.G.A. § 48-8-115(b)(1); and

WHEREAS, the County has been asked to submit to the qualified voters of the County at an election to be held May 21, 2024, the question of whether the voters will approve the SPLOST; and

WHEREAS, it is necessary that the County and the Municipalities provide for the division of funds representing the proceeds from the revenues produced by the SPLOST; and

WHEREAS, it is necessary that the County and the Municipalities set forth their respective legal rights, responsibilities, and obligations regarding the construction, ownership, and operation of the County Projects and the Municipality Projects; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

**Section 1. Representations and Mutual Covenants**

A. The County makes the following representations and warranties that may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized

under the Constitution of the State of Georgia;

(ii) The Governing Authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County; and

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on May 21, 2024 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Whitfield County for a period of 16 quarters, commencing on October 1, 2024 (or such other dates as may be approved by the State Department of Revenue), to raise an estimated \$80,000,000.00 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties that may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48- 8-110(4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. The County delivered or mailed on November 22, 2023, a written notice to the mayors of the Municipalities, of a meeting that was held at the County Administrative Offices on December 4, 2023, at which the governing authorities of the County and of such Municipalities met to discuss the possible projects for inclusion in the SPLOST. The County and Municipalities have had continuing discussions since the noticed meeting on December 4, 2023.

D. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

E. The County and Municipalities agree promptly to proceed with the

acquisition, construction, equipping and installation of the County Projects and Municipality Projects specified in Exhibit A of this Agreement.

F. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

G. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required fulfilling the terms of this Agreement.

**Section 2. Conditions Precedent**

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).

C. This Agreement is further conditioned upon the collecting of the SPLOST proceeds by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on May 21, 2024, shall continue for a period of sixteen (16) quarters with collections beginning on October 1, 2024 (or at such other date as may be approved by the State Department of Revenue).

**Section 4. Effective Date and Term of This Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the referendum described in this Agreement; or
- (ii) The expenditure by the County and the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

**Section 5. County SPLOST Fund; Separate Accounts; No Commingling**

A. A special fund or account shall be created by the County and designated as the 2024 Whitfield County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”). The County shall select a bank that shall act as a depository and custodian of the

SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the City of [with their respective city name inserted] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to each such Municipality.

C. All SPLOST proceeds shall be maintained by the County or each respective Municipality in a separate account or fund established pursuant to this Section. SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

#### **Section 6. Procedure for Disbursement of SPLOST Proceeds**

A. Upon receipt by the County of the SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County Projects listed in Exhibit A attached hereto and as provided in Paragraph B of this Section.

B. The County shall remit and distribute the SPLOST proceeds monthly, within fifteen (15) days of receipt, assuming the County continues to receive such money on a monthly basis. The proceeds shall be deposited in the separate funds or accounts established by the County and each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

#### **Section 7. Projects**

A. All capital outlay projects, to be funded in whole or in part from the proceeds of the SPLOST, are listed in Exhibit A, which is attached hereto and made part of this Agreement.

B. The County shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring the County Projects.

C. Each of the Municipalities shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring its

respective Municipality Projects.

**Section 8. Priority and Order of Project Funding**

From the commencement date of the SPLOST, the SPLOST proceeds shall be allocated and distributed first to pay the costs of the Tunnel Hill Projects, the Varnell Projects and the Cohutta Projects *pro rata* in their entirety.

Once distributions have been made for the Tunnel Hill Projects, the Varnell Projects and the Cohutta Projects in the amounts provided in Exhibit A of this Agreement, the County Projects and the Dalton Projects shall be funded on a *pro-rata* basis, with the County retaining 65.16% of all further collections in the County SPLOST fund and Dalton retaining 34.84% of all further collections in the Dalton SPLOST fund for use in accordance with the schedule found in Exhibit A of this Agreement. Any change to the schedule must be agreed to in writing by all parties to this Agreement.

**Section 9. Completion of Projects**

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

B. If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

C. If a Municipality Project has been satisfactorily completed at a cost less than the estimated cost listed for the project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Municipality Project included for such Municipality in Exhibit A.

D. The County and Municipalities agree that each approved projects associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by the County or Municipality at the end of the five year period shall remain with the County or Municipality as originally distributed.

**Section 10. Certificate of Completion**

Within thirty (30) days after the acquisition, construction or installation of a Municipality Project listed in Exhibit A is completed, the Municipality owning such Municipality Project shall file with the County a certificate of completion signed by the Mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the Municipality Project.

**Section 11. Excess SPLOST Proceeds**

In the event that the SPLOST raises more than \$80,000,000 with the County and the Municipalities having been allocated the amounts set forth in Exhibit A of this Agreement, SPLOST receipts above the estimated collections shall be divided 65/35

between the County and the City of Dalton, respectively, and allocated among the County Projects and the Dalton Projects in the reasonable discretion of the governing body of the County or the City of Dalton receiving such receipts and any excess proceeds shall be applied in accordance with Georgia law.

**Section 12. Expenses**

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be responsible for the actual costs of administration of the SPLOST Fund. Furthermore, the County shall be responsible for the cost of holding the SPLOST election.

**Section 13. Audits**

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipality fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8- 121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and Municipalities agree to cooperate with the respective independent certified public accounting firms in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

**Section 14. Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

WHITFIELD COUNTY: Whitfield County Board of Commissioners  
Attention: Chairman  
201 South Hamilton Street  
Dalton, Georgia 30720

CITY OF DALTON: City of Dalton  
Attention: Mayor  
300 West Waugh Street  
Dalton, Georgia 30722

CITY OF TUNNEL HILL: City of Tunnel Hill  
Attention: Mayor  
201 G. Vaughn Pkwy  
Tunnel Hill, Georgia 30755

CITY OF VARNELL: City of Varnell

Attention: Mayor  
P.O. Box C  
Varnell, Georgia 30756

TOWN OF COHUTTA: Town of Cohutta  
Attention: Mayor  
5102 Red Clay Road  
Cohutta, Georgia 30710

**Section 15. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

**Section 16. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

**Section 17. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**Section 18. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**Section 19. Compliance with Law**

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

**Section 20. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.



**Section 21. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 22. Mediation**

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

**WHITFIELD COUNTY, GEORGIA**

By: \_\_\_\_\_  
Jevin S. Jensen, Chairman  
Board of Commissioners of Whitfield

County Attest:

By: \_\_\_\_\_  
Blanca Cardona,  
County Clerk

**CITY OF DALTON, GEORGIA**

By: \_\_\_\_\_  
Annalee Harlan Sams, Mayor

Attest:

By: \_\_\_\_\_  
Bernadette Chattam, City Clerk

**CITY OF TUNNEL HILL, GEORGIA**

By: \_\_\_\_\_  
Kenny Gowin, Mayor

Attest:

By: \_\_\_\_\_  
Melinda Griffin, City Clerk

**CITY OF VARNELL, GEORGIA**

By: \_\_\_\_\_  
Tom Dickson, Mayor

Attest:

By: \_\_\_\_\_  
Kai Clayton, City Clerk

**TOWN OF COHUTTA, GEORGIA**

By: \_\_\_\_\_  
Ron Shinnick, Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT**

**A**

<b><u>Government</u></b>	<b><u>Capital Outlay Projects</u></b>	<b><u>Estimated Costs</u></b>
<b>A. City of Tunnel Hill</b>		
	1. Capital infrastructure improvements, including sidewalk and sewer expansion	\$290,000
	2. Police vehicles and equipment	\$250,000
	3. City Park capital improvements	\$212,000
	<b>Subtotal Tunnel Hill:</b>	<b>\$752,000</b>
<b>B. City of Varnell</b>		
	1. Police vehicles and equipment	\$450,000
	2. Capital improvements to Varnell Park and construction of Maintenance Building	\$1,196,000
	3. Capital renovations to City Hall, Community Center, and Varnell Gym	\$50,000
	<b>Subtotal Varnell:</b>	<b>\$1,696,000</b>
<b>C. Town of Cohutta</b>		
	1. Police equipment, IT upgrades, and capital improvements to Police Station	\$117,000
	2. Construction of public restroom	\$60,000
	3. Cohutta Park capital improvements, including pickleball court	\$90,000
	4. Building and Grounds equipment	\$50,000
	5. Purchase of garbage truck and equipment	\$175,000
	6. Capital improvements to City Hall	\$100,000
	<b>Subtotal Cohutta:</b>	<b>\$592,000</b>
<b>D. Whitfield County</b>		
	1. Capital renovations to existing fire stations; fire department Class A pumper trucks and battalion vehicles; capital renovations of Training Center; new breathing apparatus equipment	\$6,950,000
	2. Capital improvements to Correctional Center, including HVAC and security hardware replacement	\$1,100,000
	3. Capital improvements to Courthouse HVAC system	\$1,200,000

	4. Sheriff's Firing Range and Training Center capital improvements	\$51,000
	5. Capital renovation and/or building projects at Prater's Mill historic site, including restrooms and outdoor events stage	\$478,000
	6. Whitfield County First Responder/Transit capital building storage facility	\$85,000
	7. Public Safety radios replacement and PBX phone system upgrades	\$3,000,000
	8. Capital Road Improvement projects, including Reed Road, Rauschenberg Road, Hollywood Drive flooding relief, Old LaFayette Road/Houston Valley Road realignment, and Brickyard Road/South Dixie Highway intersection, bridge and culvert replacement; general road paving; Public Works Equipment	\$28,100,000
	9. Sheriff's Office Vehicles and equipment	\$1,830,950
	10. Edwards Park capital improvements, including vehicles, equipment and replacement of obsolete field lighting with LED lighting	\$2,250,000
	11. Westside Park capital improvements, including Community Center/Gymnasium design, engineering and construction	\$4,050,000
	12. Rocky Face Ridge Park Capital Improvements (Veterans Memorial)	\$150,000
	13. Capital infrastructure improvements, including sewer expansion	\$900,000
	<b>Subtotal Whitfield:</b>	<b>\$50,144,950</b>
<b>E. City of Dalton</b>		
	1. Police vehicles and equipment	\$2,200,000
	2. DFD Ladder truck and public safety capital projects	\$2,600,000
	3. Capital renovations to Heritage Point Park and other parks capital improvements	\$3,000,000
	4. Roads, Streets, Bridges and Stormwater Projects, Paving, Sidewalks, and Streetscape capital improvements	\$14,515,050
	5. Mill Line Trail Extension	\$3,000,000
	6. Public Safety radios replacement	\$1,500,000

	<b>Subtotal Dalton:</b>	<b>\$26,815,050</b>
	<b>TOTAL</b>	<b>\$80,000,000*</b>

\* Total may be slightly off due to rounding.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/2024  
**Agenda Item:** Municipal Court Judge Agreement  
**Department:** Municipal Court  
**Requested By:** Jason James  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** See Attached Agreement  
**Funding Source if Not in Budget** Budget

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

2024 Municipal Court Judge Agreement

## AGREEMENT

This agreement is effective the \_\_\_ day of January, 2024, between the City of Dalton, Georgia (“City”) and Robert Adam Cowan (“Cowan”) as follows:

WITNESSETH:

**WHEREAS**, the Mayor and Council of the City have appointed Cowan as the Municipal Court Judge for the City; and

**WHEREAS**, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the date above written and shall continue until the first anniversary of the date above written and until Cowan’s successor has been appointed unless earlier terminated as provided in O.C.G.A. §36-32-2.1.
2. **Scope of Services.** Cowan shall perform all functions of the Municipal Court Judge of the City of Dalton, Georgia, as set forth in applicable state law and in the 2001 Revised Code of the City of Dalton, Georgia, as it now exists or may be amended in the future, and shall comply with the Georgia Code of Judicial Conduct at all times in performing his services hereunder.
3. **Rights of the City.** The City reserves the right to designate the days of the week, hours, and locations where the Municipal Court may be held. The City shall manage the administrative staff of the Municipal Court in consultation with Cowan. The City shall set the budget for the Municipal Court.
4. **Compensation.** The City shall pay Cowan the sum of \$4,916.67 per month. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may someday provide for its employees, including but not limited to vacation, paid holidays, sick leave, health insurance, life insurance, pension or retirement plans, disability programs, or other benefits. The City will not provide unemployment insurance or workers’ compensation insurance for Cowan. Cowan’s compensation will be reported to the Internal Revenue Service on a Form 1099 and not a Form W-2. Cowan is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement. The City will not withhold from Cowan’s compensation any amounts for taxes of any kind.



5. **Relationship.** It is understood that the City shall exercise no control over the judicial activities of Cowan who is recognized hereunder as an independent contractor.

6. **Miscellaneous.**

(a) **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment shall be valid unless in writing and signed by the parties hereto.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(c) **Assignment.** Cowan's performance hereunder is personal to him and shall not be assignable by him.

(d) **Construction.** This Agreement was the subject of negotiation between the parties and shall not be construed against either as the drafter thereof.

(e) **No Third-Party Beneficiaries.** This Agreement shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above set forth.

City of Dalton, Georgia

By: \_\_\_\_\_  
Annalee Harlan Sams, Mayor

\_\_\_\_\_  
Robert Adam Cowan

Attest: \_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/2024  
**Agenda Item:** Municipal Court-Prosecuting Attorney  
**Department:** Municipal Court  
**Requested By:** Jason James  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** See Attached Agreement  
**Funding Source if Not in Budget** Budget

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

2024 Municipal Court - Prosecuting Attorney Agreement

## AGREEMENT

This agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the **City of Dalton, Georgia**, a municipal corporation (the “City”) and **Susan Beck** (“Beck”).

WHEREAS, the City desires to retain a prosecuting attorney for its Municipal Court; and

WHEREAS, Beck desires to assume the position of prosecuting attorney of the City of Dalton Municipal Court in accordance with the terms and conditions below.

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

1. Appointment. Pursuant to the terms and conditions of this Agreement, the City appoints Beck as the prosecuting attorney for the City of Dalton Municipal Court.

2. Term. Beck’s tenure as prosecuting attorney shall commence on the 8<sup>th</sup> day of January, 2024, and shall continue until the 31<sup>st</sup> day of December, 2024 at which time this Agreement shall expire, unless sooner terminated as herein provided (the “Term”). Notwithstanding the expiration of this Agreement, it shall automatically renew from year to year (the “Renewal Term”) under the same terms and conditions as are stated herein unless either party gives to the other party written notice of termination at least thirty (30) days prior to the expiration of the then current term. Notice of termination may be delivered in person; by certified mail, return receipt requested; or by statutory overnight delivery. The date of receipt or attempted delivery shall be the delivery date of such notice.

3. Termination. This Agreement may be terminated prior to the expiration of the then current term for any of the following reasons:

(a) *Termination without cause.* Notwithstanding the provisions of Section 2 of this Agreement, the City shall have the right to terminate this Agreement without cause at any time prior to the expiration of the then current term upon thirty (30) days’ written notice.

(b) *Termination for Cause.* Notwithstanding the provisions of Section 2 of this Agreement, in the event of any of the following, the City shall have the right to terminate this Agreement immediately and without notice:

- i. If Beck for any reason ceases to be an active member in good standing with the State Bar of Georgia;
- ii. If Beck materially breaches this Agreement, or fails to adequately render professional services as required herein;
- iii. Fraud, dishonesty or other acts of misconduct by Beck in the rendering of professional services as required herein;

- iv. In the event Beck fails or refuses to faithfully or diligently perform the provisions of this Agreement, as determined by the City; or
- v. The death of Beck.

The termination of this Agreement shall release the City from any further payments of compensation to Beck effective upon the date of termination, and shall release Beck from any further obligation to provide professional services hereunder as of the date of termination.

4. Compensation. As compensation for services rendered as prosecuting attorney, the City shall pay Beck compensation as follows:

Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per month thereafter, provided that the City, in its sole discretion, is satisfied with Beck's performance of the services rendered under this Agreement. In the event the City is not satisfied with Beck's performance of the services rendered herein, in addition to any other remedy available hereunder or at law, the City may elect to terminate this Agreement.

Payment shall be made on or before the 10th of each month for services rendered the previous month. Beck shall be responsible for and shall pay (a) all taxes associated with her compensation and (b) all expenses incident to her providing of the services contemplated herein.

5. Duties. As prosecuting attorney for the City of Dalton Municipal Court (the "Municipal Court"), Beck's duties and authority shall be as set forth in O.C.G.A. §15-18-96.

6. Oaths. Beck shall take the applicable oaths prescribed by Chapter 3 of Title 45 of the O.C.G.A. and the oath prescribed in O.C.G.A. §15-18-93.

7. Independent Contractor. The relationship of Beck to the City shall be that of an independent contractor. Neither Beck nor her employees shall have any right to participate in any City employee benefit program. The City shall not control, direct, or supervise Beck or her employees in the performance of services rendered pursuant to this Agreement.

8. Membership. Beck warrants that she is an active member in good standing with the State Bar of Georgia and is admitted to practice before the appellate courts of the State of Georgia. Beck further warrants that she shall maintain such professional status during the term of this Agreement.

9. Absence from Duties. The City shall allow Beck two (2) non-accruing, absences from any meetings of the Municipal Court per annum for which the City will pay the costs for contracting with an individual to perform the services rendered herein in Beck's absence (the "Substitute Solicitor"). The City reserves the right, but shall not be obligated, to select and negotiate the terms of any agreement with the Substitute Solicitor and to notify the Substitute Solicitor of the City's need for his or her services. If Beck misses more than two meetings of the Municipal Court in any year, Beck shall be responsible for paying the compensation due the Substitute Solicitor for performing the services in Beck's absence for all such additional absences. Upon Beck's failure to pay the costs of the Substitute Solicitor when due, the City may elect, but shall

not be required, to pay the Substitute Solicitor's compensation for performing the professional services in Beck's absence. In such a case, the City may deduct the costs of compensating the Substitute Solicitor for such additional absences from the compensation due Beck in the month following the month in which the City pays said costs to the Substitute Solicitor. Beck shall provide the City thirty (30) days' notice of her intent to miss any meeting of the Municipal Court in order for the City to have adequate time to notify and obtain the services of the Substitute Solicitor.

10. Prohibition on Certain Type of Legal Work. Beck acknowledges and agrees that it is a conflict of interest for her to engage in or consult with any person regarding any criminal defense work in the Conasauga Judicial Circuit during the Term and any Renewal Term of this Agreement. Consequently, Beck agrees that during the Term and any Renewal Term of this Agreement, she will refrain from engaging in providing legal representation and consultations regarding criminal defense work in the Conasauga Judicial Circuit.

11. Miscellaneous.

- (a) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect thereto.
- (b) Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in the Agreement.
- (c) No provision of this Agreement shall be deemed waived, nor shall there be an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.
- (d) Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the Agreement's terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.
- (e) This Agreement may not be altered or amended except in a writing signed by the parties hereto.
- (f) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- (g) Nothing in this Agreement, express or implied, is intended to confer on any person or entity not a party to this Agreement any right or remedy by reason of this Agreement.

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

City of Dalton, Georgia

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

\_\_\_\_\_(Seal)  
Susan Beck

Attest:

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 1/8/2024  
**Agenda Item:** Municipal Court-Public Defender  
**Department:** Municipal Court  
**Requested By:** Jason James  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** See Attached Agreement  
**Funding Source if Not in Budget** Budget

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

2024 Municipal Court - Public Defender Agreement

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of January, 2024, between the City of Dalton, Georgia, a municipal corporation (the “City”) and Giles Jones (“Jones”).

WHEREAS, the Mayor and Council of the City have appointed Jones a public defender for the City’s municipal court; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

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

1.

Pursuant to the terms and conditions of this Agreement, the City retains Jones as Public Defender for the City of Dalton Municipal Court (“Public Defender”).

2.

The term of this Agreement shall commence on \_\_\_\_\_, 2024, and shall continue until either party gives thirty (30) days written notice of termination to the other party. Notice of termination may be delivered in person; by certified mail, return receipt requested; or by statutory overnight delivery. The date of receipt or attempted delivery shall be the delivery date of such notice.

3.

As compensation for services rendered as Public Defender, the City shall pay Jones One Hundred Fifty (\$150.00) per hour of public defender work each month. Jones shall invoice the City each month. Such invoices shall contain sufficient information to identify the defendant, case, and charge for payment purposes. Invoices shall be due thirty (30) days after receipt by the City. Jones shall be responsible for and shall pay (a) all taxes associated with his compensation and (b) all expenses incident to his providing of the services contemplated herein.

4.

The relationship of Jones to the City shall be that of independent contractor. Neither Jones nor his employees shall have any right to participate in any City employee benefit plan or program. The City shall not control, direct, or supervise Jones or his employees in the performance of services rendered as Public Defender.



5.

The duties of Public Defender shall include the following:

- (a) Complete the GCIC security and integrity class prior to reviewing GCIC files.
- (b) Undertake the defenses of persons in municipal court who have been determined to be indigent by the clerk of municipal court after application of the indigency standards promulgated by the Georgia Public Defender Standards Council (the "GPDSC").
- (c) Comply with the applicable performance standards for criminal defense representation in indigent criminal cases promulgated by the GPDSC.

6.

Jones warrants that he is an active member in good standing with the State Bar of Georgia and that he will maintain such active membership for so long as he holds the position of Public Defender.

7.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the subject matter herein and contains all of the covenants and agreements between the parties with respect to same. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

8.

This Agreement shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

9.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia

*\*\*\*Signatures on following page\*\*\**

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

**City of Dalton, Georgia**

BY: \_\_\_\_\_  
**Annalee Harlan Sams, Mayor**

\_\_\_\_\_  
**Giles Jones**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 01/08/2024  
**Agenda Item:** Board & Authority Appointments  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** N/A  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

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

Mayoral, Board, and Misc. Appointments

### Mayoral Appointments

Type	Appointment	New Member	Current Member	Term	Expiration
Airport	Mayoral	Lama, Nicky	Sams, Annalee	1 Year	12/31/24
Building	Mayoral	Sams, Annalee	Pennington, David	1 Year	12/31/24
Building	Mayoral	Mock, Dennis	Sams, Annalee	1 Year	12/31/24
Convention Visitors	Mayoral	Sams, Annalee	Mock, Denis	1 Year	12/31/24
Creative Arts Guild	Mayoral	Farrow, Steve	Farrow, Steve	1 Year	12/31/24
Defined Contribution Committee	Mayoral	Sams, Annalee	Sams, Annalee	1 Year	12/31/24
Downtown Development	Mayoral	Mock, Dennis	Sams, Annalee	1 Year	12/31/24
DWCDC	Mayoral	Sams, Annalee	Pennington, David	1 Year	12/31/24
Finance & Administration	Mayoral	Sams, Annalee	Pennington, David	1 Year	12/31/24
Finance & Administration	Mayoral	All Council Members	All Council Members	1 Year	12/31/24
Housing	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Joint Development	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Library	Mayoral	Farrow, Steve	Farrow, Steve	1 Year	12/31/24
MPO Policy	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Municipal Court	Mayoral	Farrow, Steve	Farrow, Steve	1 Year	12/31/24
Pension	Mayoral	Sams, Annalee	Pennington, David	1 Year	12/31/24
Pension	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Public Safety	Mayoral	Sams, Annalee	Sams, Annalee	1 Year	12/31/24
Public Works & Facilities	Mayoral	Goodlett, Tyree	Goodlett, Tyree	1 Year	12/31/24
Public Works & Facilities	Mayoral	Lama, Nicky	Sams, Annalee	1 Year	12/31/24
Recreation	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Regional Development	Mayoral	Gowin, Kenny	Gowin, Kenny	1 Year	12/31/24
Service Delivery	Mayoral	Sams, Annalee	Sams, Annalee	1 Year	12/31/24
Service Delivery	Mayoral	Parker, Andrew	Parker, Andrew	1 Year	12/31/24
Solid Waste Mgmt	Mayoral	Goodlett, Tyree	Goodlett, Tyree	1 Year	12/31/24
Solid Waste Mgmt	Mayoral	Sams, Annalee	Pennington, David	1 Year	12/31/24
TAD Policies	Mayoral	Mock, Dennis	Mock, Dennis	1 Year	12/31/24
Technology	Mayoral	Lama, Nicky	Goodlett, Tyree	1 Year	12/31/24
Trade Center	Mayoral	Lama, Nicky	Farrow, Steve	1 Year	12/31/24
Tree	Mayoral	Sams, Annalee	Farrow, Steve	1 Year	12/31/24
WL&SF	Mayoral	Farrow, Steve	Farrow, Steve	1 Year	12/31/24

### Board Appointments

Type	Appointment	New Member	Current Member	Term	Expiration
Development	Authority	Ramirez, Carlos	Buchanan, Bob	6 Year	2/1/29
Development	Authority	Puryear, Carl	Puryear, Carl	6 Year	2/1/29
Development	Authority	Rogers, Jim	Rogers, Jim	6 Year	2/1/29
Development	Authority	Cobb, Oliver	Stafford, Ralph	6 Year	2/1/29
Development	Authority	Caperton, Bob	Caperton, Bob	6 Year	2/1/29
Development	Authority	<i>To Be Determined</i>	Edwards, Larry	6 Year	2/1/23
D/W Building Code Appeals	Board-City Appt	<i>Board to be Dissolved</i>	King, Buddy	3 Year	2/17/23
D/W Building Code Appeals	Board-City Appt	<i>Board to be Dissolved</i>	Henderson, Martin	3 Year	2/17/23
D/W Building Code Appeals	Board-City Appt	<i>Board to be Dissolved</i>	Sims, Gregg	3 Year	2/17/23
Grievance	Committee	<i>Board to be Dissolved</i>	O'Neill, Mike	3 Year	2/17/23
WC EMS Quality Review	Committee	Daniel, Matt	Pangle, Todd	2 Year	3/1/25
Library	Board	<i>To Be Determined</i>	Compton, Ann	3 Year	3/2/23
Library	Board	McFarland, Frances (Bitsy)	McFarland, Frances (Bitsy)	3 Year	3/2/26
Convention Visitors	Bureau	<i>To Be Determined</i>	Bobo, Kim	2 Year	4/19/23
Housing	Authority-Resident Member	<i>To Be Determined</i>	Lester, Anita	1 Year	10/14/23
Housing	Authority	<i>To Be Determined</i>	Simmons, Antoine	5 Year	10/14/23
Airport	Authority	Morgan, Danny	Morgan, Danny	5 Year	12/31/28
Library	Board	Richards, Joycelyn	Ware, Adam	3 Year	12/31/26
Public Safety	Commission	<i>To Be Determined</i>	Walker, Anthony	5 Year	12/31/28
Recreation	Commission	Cobb, Oliver	Bond, Corey	5 Year	12/31/28
Tree	Board	Hasselberg, Robin	Hasselberg, Robin	3 Year	12/31/26
Tree	Board	Ester, Will	Ester, Will	3 Year	12/31/26
Tree	Board	Virgo, Troy	Virgo, Troy	3 Year	12/31/26
WL&SF	Commission	White, Ken	Mixer, Mark	5 Year	12/31/28
Joint Development	Authority - City	Ramirez, Carlos	Ramirez, Juan Carlos	3 Year	1/31/27
Joint Development	Authority - Joint	Robertson, Frank	Robertson, Frank	1 Year	1/31/25
Historic Preservation	Commission	<i>To Be Determined</i>	Lewis, Joanne	3 Year	2/1/24
Historic Preservation	Commission	Snyder, Cathy	Snyder, Cathy	3 Year	2/1/27
Historic Preservation	Commission	Caperton, Elizabeth	Caperton, Elizabeth	3 Year	2/1/27
Historic Preservation	Commission	Hutchenson, John	Hutchenson, John	3 Year	2/1/27
Trade Center	Authority	Kinsey, Mike	Kinsey, Mike	1 Year	2/1/25
Animal Control	Board	<i>Board to be Dissolved</i>	Puryear, Carl	4 Year	2/17/24
Animal Control	Board	<i>Board to be Dissolved</i>	Brooks, Devon	4 Year	2/17/24
Animal Control	Board	<i>Board to be Dissolved</i>	Stearns, Chris	4 Year	2/17/24
Building	Authority	Lewis, Lane	Lewis, Lane	4 Year	2/17/28
Building	Authority	Sellers, Scott	Sellers, Scott	4 Year	2/17/28

Building	Authority	Cobb, Oliver	Robertson, Frank	4 Year	2/17/28
Airport	Authority	Preito, Luis	Crews, Gary	Balance	12/31/26
Recreation	Commission	Mitchell, Jacob	Snyder, David	Balance	12/31/25

### Miscellaneous Appointments

Type	Appointment	New Member	Current Member	Term	Expiration
Miscellaneous	Municipal Court Judge	Cowan, Robert	Cowan, Robert	1 Year	12/31/24
Miscellaneous	Mayor Pro-Tem	Goodlett, Tyree	Mock, Dennis	1 Year	12/31/24
Miscellaneous	Fire Marshall	Daniel, Matt	Daniel, Matthew	1 Year	12/31/24
Miscellaneous	City Attorney	Bledsoe, Jonathan	Miller, Terry	1 Year	12/31/24
Miscellaneous	Fire Chief	Daniel, Matt	Daniel, Matthew	2 Year	12/31/25