



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 19, 2024
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

1. Department Head Reports

Proclamations:

- [2.](#) Constitution Week - September 17-23, 2024 - Bitsy McFarland & Dorothy Weathersby, DAR

Minutes:

- [3.](#) Mayor & Council Work Session Minutes of August 5, 2024
- [4.](#) Mayor & Council Minutes of August 5, 2024

Unfinished Business:

- [5.](#) Second Reading Ordinance 24-21 The request of Nancy and Dagoberto Hernandez to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.71 acres located at 417 Sheridan Avenue, Dalton, Georgia. Parcel (12-241-13-006).
- [6.](#) Second Reading Ordinance 24-22 The request of Teresa Acevedo to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling .40 acres located at 407 Sassafras Street, Dalton, Georgia. Parcel (12-180-01-024).
- [7.](#) Second Reading Ordinance 24-23 The request of Velky Reyes to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling .21 acres located at 512 Abigail Street, Dalton, Georgia. Parcel (12-218-07-008).
- [8.](#) Second Reading Ordinance 24-24 The request of Manny David to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land totaling .19 acres located on Frances Street, Dalton, Georgia. Parcel (12-258-02-102).

- [9.](#) Second Reading Ordinance 24-25 The request of JFP Properties Group LLC to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling .26 acres located on 702 Northview Drive, Dalton, Georgia. Parcel (12-201-01-060).
- [10.](#) Second Reading Ordinance 24-26 The request of Alejandro Martinez Lopez and Nayeli Alvarez to annex a tract of land zoned Medium-Density Single-Family Residential R-3 totaling 0.17 acres located at 1218 Frazier Drive into the City of Dalton. Parcel (12-179-02-052).

New Business:

- [11.](#) GDOT Tentative Allocation of State Funds for Taxiway Resurfacing at Airport
- [12.](#) Purchase Agreement for Sutphen Heavy Duty 100' Mid-Mount Aerial Platform Fire Apparatus
- [13.](#) Temporary Construction Easements for 707 Valley Drive, 705 Valley Drive, and 704 South Thornton Avenue
- [14.](#) John Davis Recreation Center Project Change Order No. One

Supplemental Business

Announcements:

- 15. The City of Dalton will hold a public information meeting to discuss proposed changes to the City's alcoholic beverage ordinance. The meeting will be held in the City Council Chamber at City Hall on Monday, August 26th at 1:00 pm.
- 16. City offices will be closed for Labor Day on Monday, September 2, 2024. The next City Council Meeting will be held Tuesday, September 3, 2024.

Adjournment

PROCLAMATION



“CONSTITUTION WEEK” SEPTEMBER 17 - 23, 2024

WHEREAS, September 17, 2024 marks the 237th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

NOW, THEREFORE BE IT RESOLVED, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim the week of September 17 - 23, 2024 as **“CONSTITUTION WEEK”** and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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

Mayor _____

Date _____ August 19, 2024

THE CITY OF DALTON
MAYOR AND COUNCIL
WORK SESSION MINUTES
AUGUST 5, 2024

The Mayor and Council held a Work Session this evening at 5:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

EXECUTIVE SESSION

On the motion of Council member Mock, second Council member Farrow the Mayor and Council adjourned into Executive Session at 5:06 to discuss personnel and potential litigation.

EXECUTIVE SESSION ADJOURNMENT

On the motion of Council member Farrow, second Council member Goodlett the Mayor and Council adjourned out of Executive Session at 6:06 p.m.

ADJOURNMENT

There being no further business to come before the Mayor and Council during the Work Session, the meeting was Adjourned at 6:06 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 5, 2024

The Mayor and Council held a meeting this evening at 6:06 p.m. at City Hall following the 5:00 p.m. Work Session. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Nicky Lama, Tyree Goodlett, Steve Farrow, City Attorney Jonathan Bledsoe and City Administrator Andrew Parker.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

DEPARTMENT HEAD REPORTS

There were no Department Head Reports.

MINUTES

The Mayor and Council reviewed the regular meeting minutes of July 15, 2024. On the motion of Councilmember Mock, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-17 - ANNEXATION REQUEST OF JOSE EDUARDO FRANCO ALEJANDRE

Planning & Zoning Administrator Jean Garland reviewed the Second Reading of Ordinance 24-17, a request from Jose Eduardo Franco Alejandre to annex 0.17 acres located at 1236 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-061). Garland stated the annexation request received a positive recommendation from the Planning Commission. On the motion of Councilmember Farrow, second Councilmember Lama, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-18 - REZONING REQUEST OF JOHN S. SUTTLES

Planning & Zoning Administrator Jean Garland reviewed the Second Reading of Ordinance 24-18 a request from John S. Suttles to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.70 acres located on New Doris Street (Parcels 12-255-03-034, 12-255-03-047 and 12-255-03-057). Garland stated the request received a positive recommendation from the Planning Commission. On the motion of Councilmember Mock, second Councilmember Lama, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-19 REZONING REQUEST OF TODD PHILLIPS

Planning & Zoning Administrator Jean Garland reviewed the Second Reading Ordinance 24-19 a request from Todd Phillips to rezone from Medium Density Residential (R-3) to High Density Residential (R-7) a tract of land totaling 1.29 acres located on Main Street (Parcels 12-183-08-013, 12-183-08-002, 12-183-08-010, 12-183-08-011). Garland stated the request received a positive recommendation from the Planning Commission. Councilmember Farrow asked about ingress and egress to the property. Garland stated the plan is to have one driveway for all the properties. Councilmember Goodlett asked if the private drive have to adhere to City standards. City Administrator Andrew Parker stated the private driveway did not have to adhere to City Standards and that only private roads had to comply with the ordinance. On the motion of Councilmember Farrow, second Councilmember Lama, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-20 - REZONING REQUEST OF ERICK ROJO AGUILAR

Planning & Zoning Administrator Jean Garland reviewed the Second Reading Ordinance 24-20 a request from Erick Rojo Aguilar to rezone from Heavy Manufacturing (M-2) to High-Density Residential (R-7) a tract of land totaling 0.21 acres located at 204 E. Matilda Street (Parcel 12-200-05-008). Garland stated the request received a positive recommendation from the Planning Commission. On the motion of Councilmember Mock, second Councilmember Goodlett the request was approved. The vote was unanimous in favor.

NORTHWEST GEORGIA PAVING CHANGE ORDER #1 FOR TIBBS ROAD 2024 MILLING AND RESURFACING

Public Works Director Chad Townsend presented Northwest Georgia Paving Change Order #1 for Tibbs Road 2024 Milling and Resurfacing. Townsend stated the Change Order includes deep patching services due to unforeseen deep pavement failures in the northbound lane on Tibbs Road. Townsend further stated the cost is \$52,607.52. On the motion of Councilmember Mock, second Councilmember Goodlett the Change Order was approved. The vote was unanimous in favor.

RYMAN RIDGE ROAD TRAFFIC CONTROL CHANGE

Public Works Director Chad Townsend presented a Traffic Control Change on Ryman Ridge Road. Townsend stated the traffic control change is to install a three way stop at the intersection of Ryman Ridge Road and Ridgeview Drive in Ryman Farm Subdivision. On the motion of Councilmember Mock, second Councilmember Goodlett, the Traffic Control Change was approved. The vote was unanimous in favor.

FIRST READING ORDINANCE 24-21 REZONING REQUEST OF NANCY AND DAGOBERTO HERNANDEZ

Planning & Zoning Administrator Jean Garland presented a First Reading Ordinance 24-21 the request of Nancy and Dagoberto Hernandez to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.71 acres located at 417 Sheridan Avenue (Parcel 12-241-13-006).

FIRST READING ORDINANCE 24-22 REZONING REQUEST OF TERESA ACEVEDO

Planning & Zoning Administrator Jean Garland presented a First Reading of Ordinance 24-22 The request of Teresa Acevedo to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling .40 acres located at 407 Sassafras Street (Parcel 12-180-01-024). Garland stated this request received a negative recommendation from the Planner and the Planning Commission.

FIRST READING ORDINANCE 24-23 REZONING REQUEST OF VELKY REYES

Planning & Zoning Administrator Jean Garland presented a First Reading of Ordinance 24-23 the request of Velky Reyes to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling .21 acres located at 512 Abigail Street (Parcel 12-218-07-008).

FIRST READING ORDINANCE 24-24 REZONING REQUEST OF MANNY DAVID

Planning & Zoning Administrator Jean Garland presented a First Reading of Ordinance 24-24 the request of Manny David to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land totaling .19 acres located on Frances Street (Parcel 12-258-02-102).

FIRST READING ORDINANCE 24-25 REZOING REQUEST OF JFP PROPERTIES GROUP LLC.

Planning & Zoning Administrator Jean Garland presented a First Reading of Ordinance 24-25 The request of JFP Properties Group LLC to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling .26 acres located on 702 Northview Drive (Parcel 12-201-01-060). Garland noted the Planner gave this request a negative recommendation, but Planning Commission gave it positive recommendation to rezone.

FIRST READING ORDINANCE 24-26 ANNEXATION OF ALEJANDRO MARTINEZ LOPEZ AND NAYELI ALVAREZ

Planning & Zoning Administrator Jean Garland presented a First Reading of Ordinance 24-26 the request of Alejandro Martinez Lopez and Nayeli Alvarez to annex a tract of land zoned Medium-Density Single-Family Residential R-3 totaling 0.17 acres located at 1218 Frazier Drive into the City of Dalton (Parcel 12-179-02-052).

Councilmember Goodlett asked if the City could contact the remaining residents in this location to ask if they would like to annex due to the fact that often the City is receiving a request from this neighborhood.

City Administrator Parker stated the City can send out letters to encourage annexation and also to waive the fee for this particular area.

FIRST READING ORDINANCE 24-27 TO AMEND CHAPTER 6 "ALCOHOLIC BEVERAGES"

The Mayor and Council held a First Reading of Ordinance 24-27 To Amend Chapter 6 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Alcoholic Beverages"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

City Attorney Jonathan Bledsoe reviewed the following changes:

- In 6-1, added the definition of “bar” from state code.
- Added a definition of scanner.
- Section 6-19 and 6-20 – the hours for sale are what state law allows. Peer Cities, Rome and Gainesville stop serving time (sales) at 1:30am with consumption ending at 2:00am
- Section 6-36 – Added a phase in for security cameras, made this applicable to bars only as well as retail sales by the package, and added requirement to keep the video for 60 days.
- 6-76(c) - created a new subsection with insurance requirements
- 6-76(d) – phased in requirement for use of scanners at pouring outlets other than restaurants retention of that information.
- 6-106 – shortened time to provide updates to clerk if there are changes in ownership.
- 6-113 – new section requiring alcohol handler’s training for owners and anyone who handles alcohol for consumption on the premises.
- 6-208 (g) – added requirement that any other changes in the business that would make the alcohol license application must be replaced within 15 days on an amended application.

After several questions from the Council, Mayor Sams asked City Administrator Andrew Parker to schedule a Town Hall Meeting for businesses should they have additional questions regarding the draft ordinance. The City Council also asked the City Clerk to send certified letters to license holders informing them of the changes once the ordinance is adopted.

KROGER NATIONAL OPIOID SETTLEMENT

On the motion of Councilmember Goodlett, second Councilmember Farrow the Mayor and Council authorized City Administrator Andrew Parker execute the Kroger National Opioid Settlement. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Mock, second Councilmember Goodlett the meeting was adjourned at 6:33 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of Nancy and Dagoberto Hernandez to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.71 acres located at 417 Sheridan Avenue, Dalton, Georgia. Parcel (12-241-13-006) (City)**

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. 24-21

To rezone property of Nancy Hernandez and Dagoberto Hernandez from a Heavy Manufacturing (M-2) Classification to a General Commercial (C-2) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Nancy Hernandez and Dagoberto Hernandez have petitioned for rezoning of certain real property they own from M-2 classification to C-2 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 M-2 classification to C-2 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/MAYOR PRO TEMPORE

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"

Tax Parcel ID # 12-241-13-006

A tract of land lying and being in Land Lot 241 of the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described per plat for Griggs Construction by Joseph R. Evans, GRLS #2168, dated March 31, 1998 as follows:

TO FIND THE POINT OF BEGINNING, begin at the southeast intersection of Murray Avenue and Sheridan Avenue; thence in a southerly direction along the easterly right of way of Sheridan Avenue a distance of 616.60 feet to an iron pin found at POINT OF BEGINNING; thence south 88 degrees 51 minutes east a distance of 204.0 feet to a OT pipe found; thence south 00 degrees 44 minutes 44 seconds west a distance of 150.00 feet to a grader blade; thence north 89 degrees 19 minutes 05 seconds west a distance of 209.47 feet to an iron pin found on the easterly right of way of Sheridan Avenue; thence along the easterly right of way of Sheridan Avenue north 02 degrees 48 minutes 44 seconds east a distance of 151.74 feet to the POINT OF BEGINNING.

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: July 30, 2024

SUBJECT: The request of Nancy and Dagoberto Hernandez to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.71 acres located at 417 Sheridan Avenue, Dalton, Georgia. Parcel (12-241-13-006) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Nancy and Dagoberto Hernandez.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the rezoning. Nancy and Dagoberto Hernandez represented the petition and had no further comments. No further comment.

Recommendation:

Acting Chairman Shifflett sought a motion for the rezoning. David Pennington made a motion to approve the rezoning, and Octavio Perez seconded the motion. There was a unanimous recommendation to approve the rezoning 4-0.

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

ZONING CASE: Nancy Dagoberto Hernandez is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land (parcel 12-241-13-006) containing a total of 0.71 acres located at 417 Sheridan Avenue. The subject property has been developed with a 5,100 sq ft warehouse building since 2000 according to the County tax records.: The petitioner's request was made to remodel the former office building to be used as an indoor cheer and gymnastics business.

The surrounding uses and zoning areas follows: To the north is a 1.08-acre tract of land zoned M-2 that contains a large industrial building. To the east are two adjacent tracts of land zoned M-2 and C-2 that each contain industrial style buildings. To the south is a small tract of land zoned M-2 that contains a church. To the west across Sheridan Avenue is a 2.1-acre tract of land zoned M-2 that contains an industrial building.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the convergence of the C-2 and M-2 zone districts. The character of the subject property can be more accurately described as commercial than manufacturing. All adjacent zoning and development is manufacturing and commercial.

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

All adjacent zoning and developments are manufacturing or commercial in character. There is no expectation for any negative impact on the values of the adjacent properties.

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

The subject property is zoned for heavy manufacturing, yet the building occupying the subject property is identified as an office building by the County Tax Assessor's information. The existing character of the subject property is more accurately described as commercial than manufacturing.

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

N/A

(E) Whether the proposed (C-2) amendment, if adopted or approved, would

result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

This is an area with an abundance of public utility capacity for both water and, so there would be no expectation for a burden in regard to public infrastructure if this rezoning is approved. The potential traffic generation of the proposed development of the subject property would be comparable to that which could occur under the current M-2 zone district.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. While this character area is intended to encourage neighborhood reinvestment and redevelopment, the character and zoning of the subject property are not conducive for residential use. The change from manufacturing to commercial, however, would be a notable reduction in permitted land use intensity. A reduction in land use intensity would better serve the nearby residential properties as the area continues to redevelop. The proposed rezoning and land use would be more beneficial to nearby neighborhoods than the current zoning of the subject property.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

No issues were identified here. The proposed rezoning would increase the C-2 zone district and shrink the M-2 zone district in this area.

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

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the use of the subject property in a manner that would not conflict with the established pattern of development in this

area.

2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given the reduction in proposed land use intensity.
3. The requested C-2 zone district would allow for the remodeling of the existing warehouse building in order to be used for commercial purposes rather than industrial. The Industrial character area in the Comprehensive Plan indicates the subject property is already appropriately zoned, but the C-2 rezoning would help to create a more gradual transition between the R-2 and M-2 zone districts.

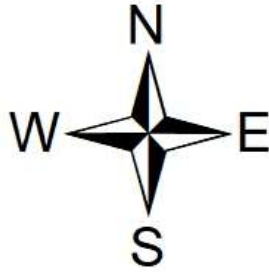
Hernandez Rezoning Request

M-2, Heavy Manufacturing

to

C-2, General Commercial

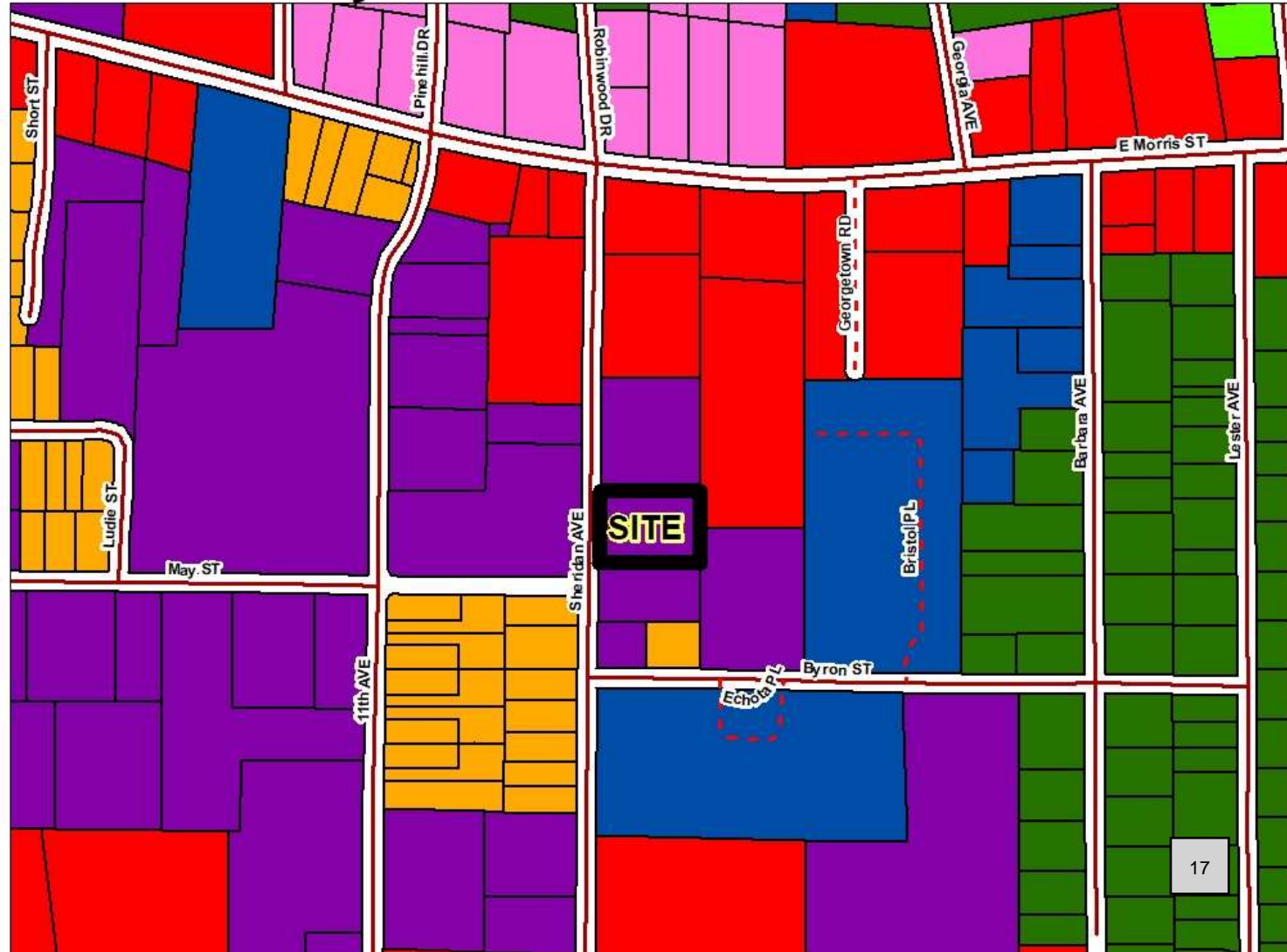
City of Dalton Jurisdiction



ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
300





Hernandez Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction

**FEET
300**





Hernandez Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction

**FEET
150**



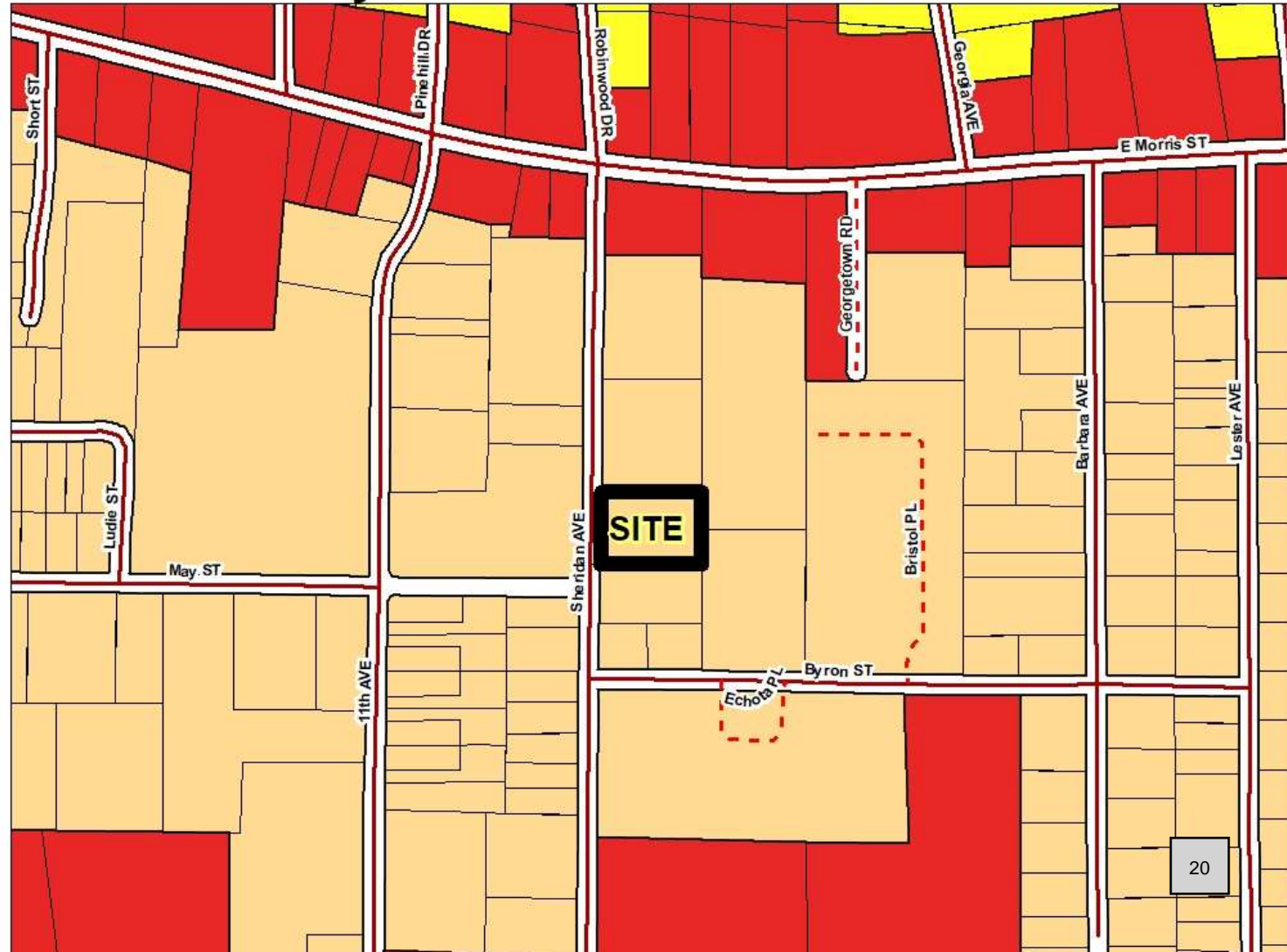
Hernandez Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Suburban Neighborhood
-  Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of Teresa Acevedo to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling .40 acres located at 407 Sassafras Street, Dalton, Georgia. Parcel (12-180-01-024) (City)**

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. 24-22

To rezone property of Teresa Acevedo from a Medium-Density Single-Family Residential (R-3) to a High-Density Residential (R-7) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Teresa Acevedo has petitioned for rezoning of certain real property she owns from R-3 classification to R-7 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 R-3 classification to R-7 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/MAYOR PRO TEMPORE

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"

Tax Parcel No. 12-180-01-024

A tract or parcel of land lying and being in Land Lot 180 of the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING proceed from centerline of the intersection of Cleveland Highway (Glenwood Avenue) and Sassafras Street North 85 degrees 49 minutes 15 seconds east a distance of 328.74 feet to a point which is the POINT OF BEGINNING; thence north 00 degree 03 minutes 31 seconds west a distance of 138.06 feet to a point; thence north 84 degrees 56 minutes 29 seconds east a distance of 123.47 feet to a point; thence south 00 degree 03 minutes 31 seconds east a distance of 194.82 feet to a point on the northerly right-of-way of Sassafras Street; and thence along the northerly right-of-way of Sassafras Street south 89 degrees 56 minutes 29 seconds west a distance of 123.00 feet to a point which is the POINT OF BEGINNING.

Said tract or parcel of land shown as Tract 1 and Tract 2 on that Minor Subdivision for: Daymon Duckett dated May 31, 2018 and recorded in Plat Book E, Page 1041 of the Whitfield County, Georgia Deed Records.

Said tract or parcel of land being the same tract or parcel shown in Deed Book 4978, Page 330 of the Whitfield County, Georgia Deed Records, Tax Parcel number 12-180-01-024.

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: July 30, 2024

SUBJECT: The request of Teresa Acevedo to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling .40 acres located at 407 Sassafras Street, Dalton, Georgia. Parcel (12-180-01-024) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Teresa Acevedo.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended denial for the rezoning.

Teresa Acevedo represented the petition, with no additional comments.

Brittany Trejo spoke in opposition to the rezoning citing the size of the lot, fears of random neighbors.

Recommendation:

Acting Chairman Shifflett sought a motion for the rezoning. Eric Barr made a motion to deny the rezoning, and David Pennington seconded the motion. There was a unanimous recommendation to deny the rezoning 4-0.

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Teresa Acevedo is seeking to rezone from Medium-Density Single-Family Residential (R-3) to High-Density Residential (R-7) a tract of land (parcel 12-180-01-024) containing a total of 0.4-acres located at 407 Sassafras Street. The subject property currently contains a single-family detached dwelling: The petitioner's request is to be able to redevelop the subject property with a six-unit two-story apartment complex.

The surrounding uses and zoning are General Commercial to the north, Medium Density Single Family Residential to the east, south, and west.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the point of convergence of the C-2 and R-3 zone districts. The R-3 zone district in which the subject property occupies is part of the fringe of a larger neighborhood to the east. All adjacent residential properties, in relation to the subject property, are single-family detached in character. The proposed rezoning would create an opportunity to introduce a multi-family character to the subject property. The pocket neighborhood where the subject property is located has been single-family detached in character for a number of decades, and there is no adjacent high-density zoning in immediate proximity. A small block of Transitional Residential zoning exists nearby to the east, but the majority of development in this R-6 zone district is single-family detached in character.

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

The proposed rezoning would be unlikely to impact the values of adjacent properties based on the amount of commercial zoning and development in immediate proximity.

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

The subject property was developed for single-family detached use for a number of decades with no issues observed. This same statement applies to all adjacent residential tracts of land as well. The introduction of a high-density zone district at this location would change the character of the existing neighborhood.

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

under the existing zoning.

N/A

(E) Whether the proposed (R-7) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The R-7 zone district would allow for additional dwelling units to be added to the subject property. With limited area on the subject property, it is likely that off-street parking spaces would be provided at the minimum required by the zoning ordinance. Sassafra St. also lacks sidewalks on either side of the street which creates concern regarding pedestrian walkability to nearby community facilities such as the John Davis Recreation Center. While the increase in dwelling unit density of the subject property may not create a burden on public infrastructure, there are concerns with parking and pedestrian safety that would increase with added density.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote reinvestment into aging neighborhoods. The intent of the character area is for neighborhoods to be revitalized while maintaining their historic character. The proposed rezoning would introduce a new character to this pocket neighborhood, which may not incentivize adjacent and nearby renovation of single-family detached dwellings.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The proposed rezoning would create an island of R-7 almost entirely surrounded by R-3 zoning. While this rezoning would not be considered a spot zone, it would act as an entering wedge for other adjacent or nearby properties to be considered for similar zoning and redevelopment. With the small size of this pocket neighborhood, its character could be notably altered if additional properties are rezoned for multi-family development.

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

N/A

CONCLUSION:

The staff can provide a recommendation to deny the requested R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 zone district would introduce a multi-family character to this single-family detached pocket neighborhood.
2. The lack of pedestrian infrastructure in this area and limited area for off-street parking on the subject property create cause for concern regarding public safety.
3. The requested R-7 zone district would alter the single-family detached character of the existing neighborhood, which would be in conflict with the intent of the comprehensive plan's Neighborhood Revitalization character area at this location.

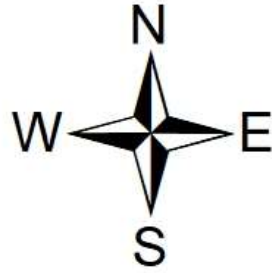
Acevedo Rezoning Request

R-3, Medium Density Single Family Residential

to

R-7, High Density Residential

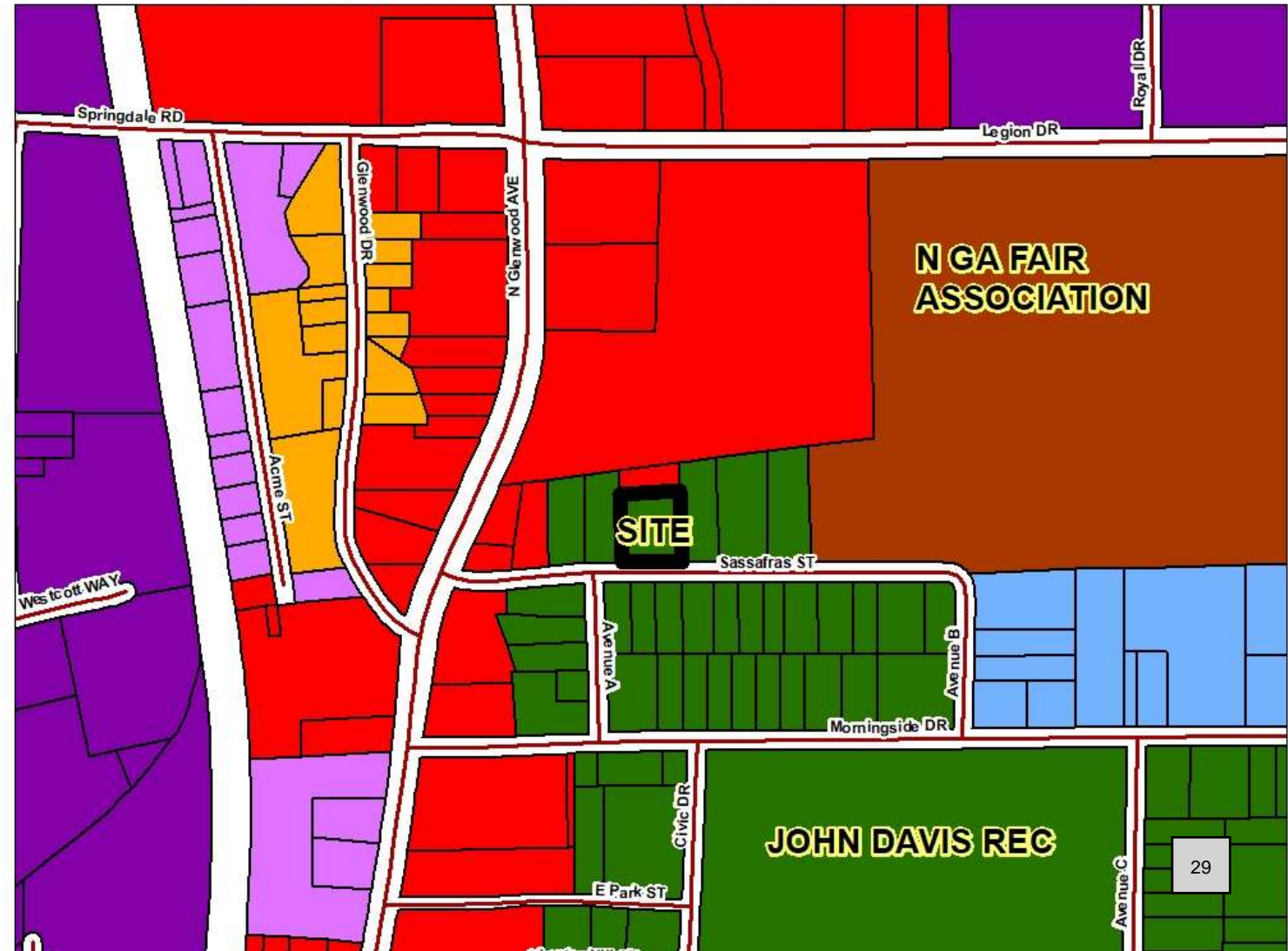
CITY OF DALTON JURISDICTION



ZONING DISTRICT

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

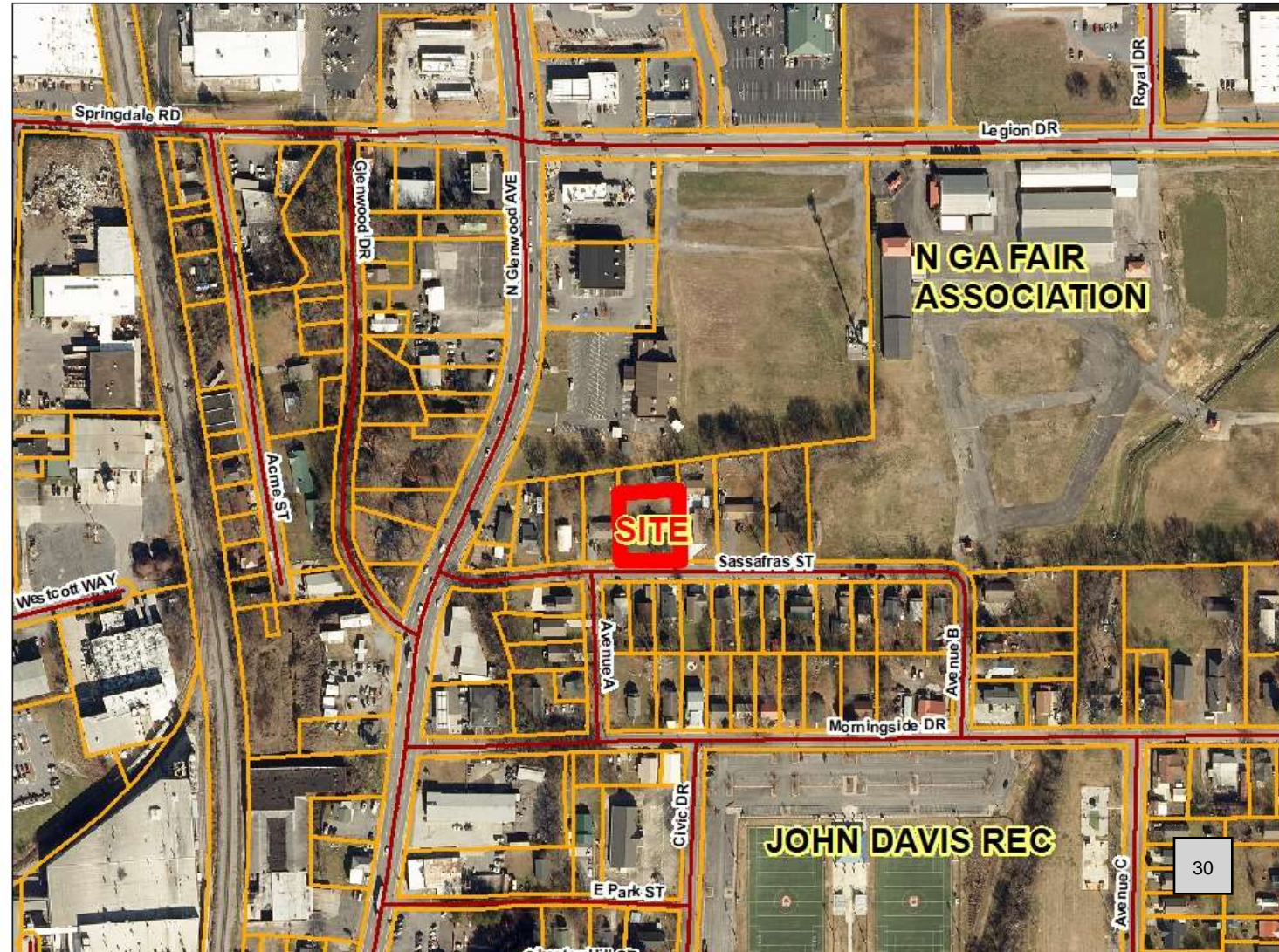
FEET
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Acevedo Rezoning Request
R-3, Medium Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION

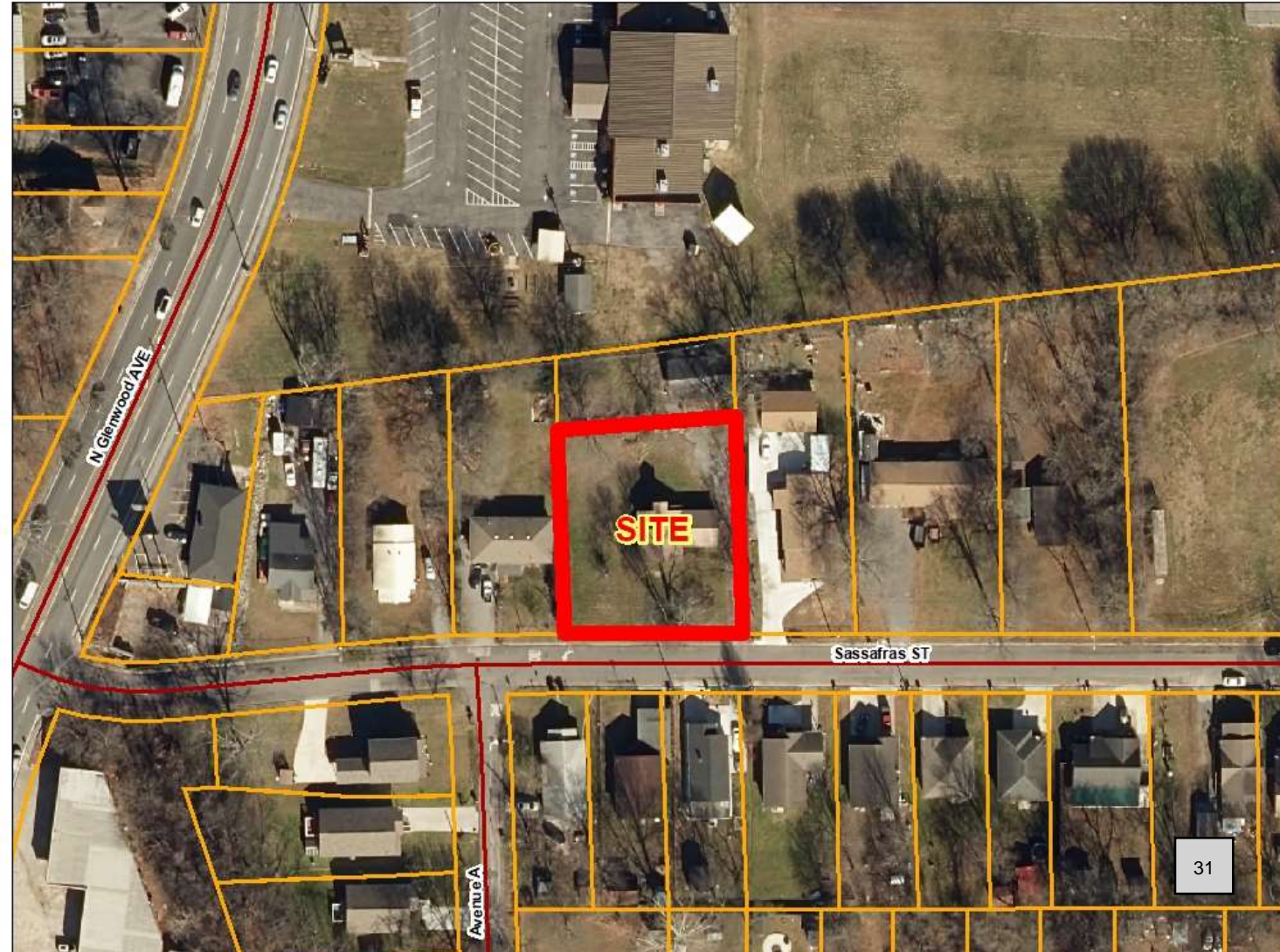
FEET
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Acevedo Rezoning Request
R-3, Medium Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION

FEET
120





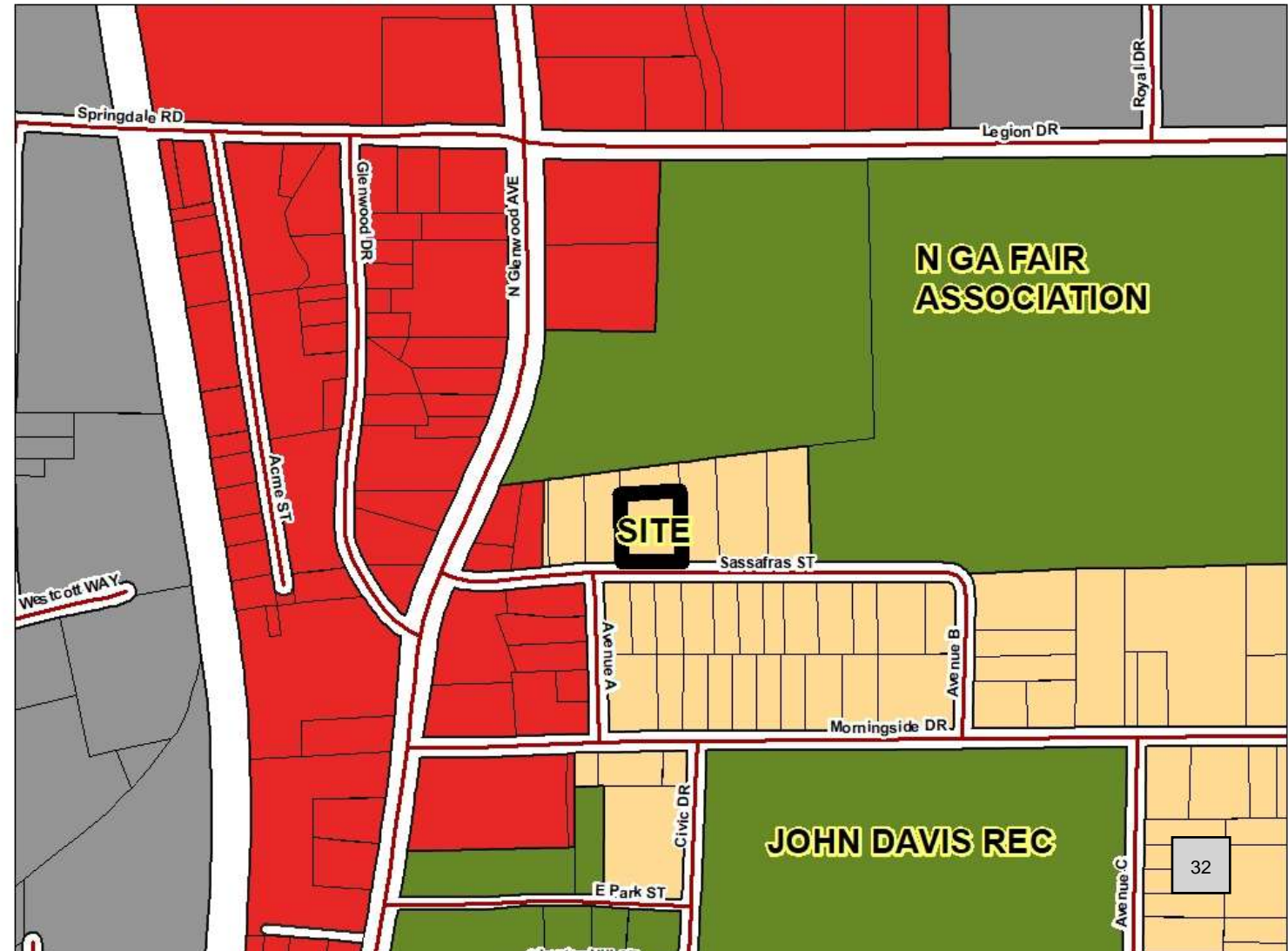
Acevedo Rezoning Request

R-3, Medium Density Single Family Residential to R-7, High Density Residential

CITY OF DALTON JURISDICTION



FEET
200



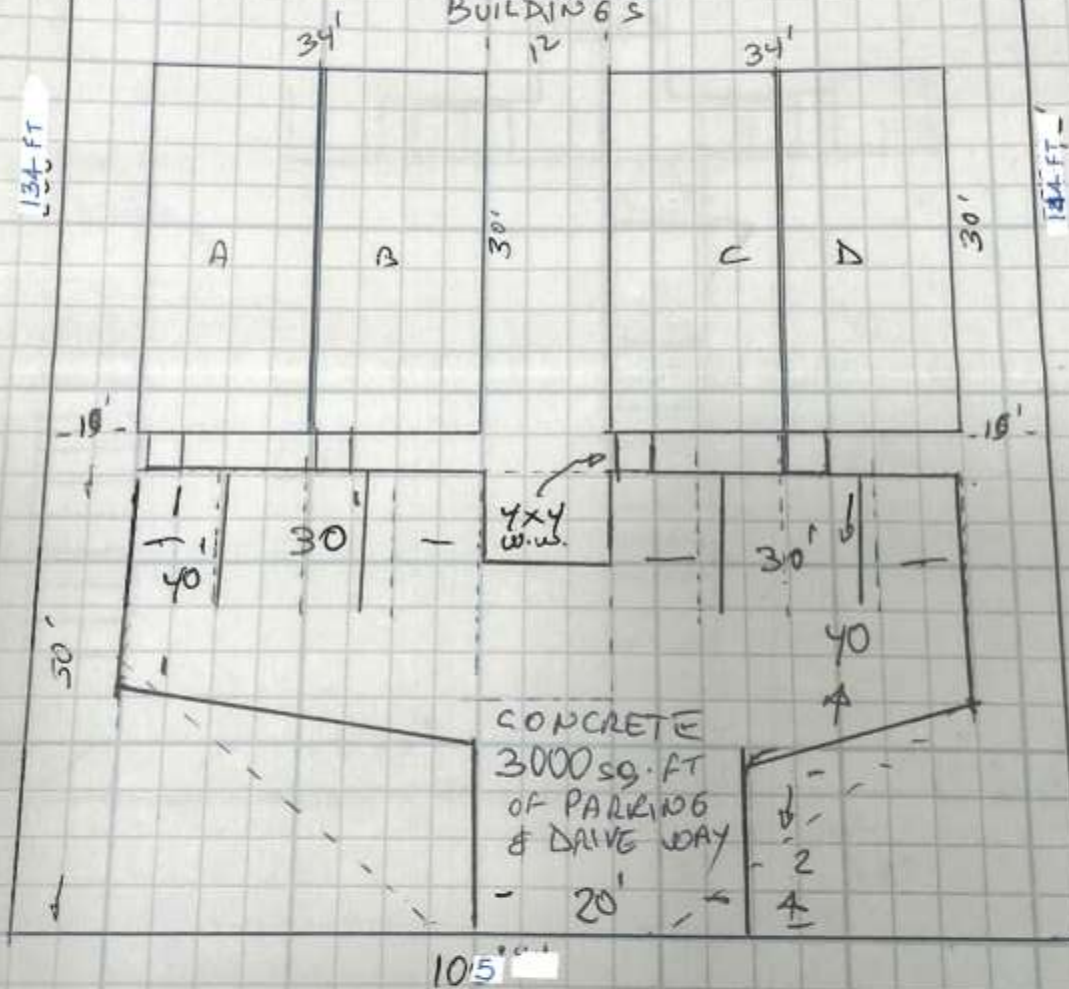
Duplex 1

NOT TO SCALE

Duplex 2

TOTAL OF

5000 SQ. FT
INTERVIEWS HALL ENCLOSED
BUILDING 65



64 SQ. FT ENTRANCE
2800 PARKING/DRIVEWAY

SASSAFRAS STREET



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of Velky Reyes to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling .21 acres located at 512 Abigail Street, Dalton, Georgia. Parcel (12-218-07-008) (City)**

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. 24-23

To rezone property of Velky Reyes from a Heavy Manufacturing (M-2) Classification to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Velky Reyes has petitioned for rezoning of certain real property owned by petitioner from M-2 classification to R-5 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 M-2 classification to R-5 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/MAYOR PRO TEMPORE

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"

Tax Parcel No. 12-218-07-008

One certain city lot in the Dawnview Addition to the City of Dalton, Whitfield County, Georgia, and designated as Lot No. 15, fronting approximately 73 feet on the south side of Morningside Drive (Denton Street) and running back approximately 125 feet south the same width as shown on map of said Dawnview Addition as per plat in Plat Book 1, page 139, 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: July 30, 2024

SUBJECT: The request of Velky Reyes to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling .21 acres located at 512 Abigail Street, Dalton, Georgia. Parcel (12-218-07-008) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Velky Reyes.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the rezoning. Velky Reyes spoke and agreed with the staff analysis.
No further comments.

Recommendation:

Acting Chairman Shifflett sought a motion for the rezoning. Octavio Perez made a motion to approve the rezoning, and Jody McClurg seconded. There was a unanimous recommendation to approve the rezoning 4-0.

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Velky Reyes is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-218-07-008) containing a total of 0.21 acres located at 512 Abigail St. The subject property is currently developed with a single-family detached dwelling: The petitioner's request to rezone was made in order to bring the subject property into conformity.

The surrounding uses and zoning are as follows: The R-5 zone district can be seen to the north of the subject property across Abigail St. The subject property is flanked on the east, south, and west boundaries by the M-2 zone district. The eastern tract of land contains a single-family detached dwelling, the southern adjacent tract contains an industrial building, and the western adjacent tract of land is undeveloped. The residential and manufacturing zone districts converge in this area.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property is within a small pocket neighborhood in an otherwise industrial area. The R-5 and M-2 zone districts converge throughout this area with no consistent pattern. The mix of zoning and development in this area is a product of the former pyramid style zoning ordinance where the M-2 zone district permitted all types of land use. The proposed rezoning would restore conformity to the subject property by enlarging the adjacent R-5 zone district.

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

There is no expectation for any negative impacts on the values of the adjacent or nearby property values.

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

The subject property is too small for any type of industrial or manufacturing use, and the existing single-family detached dwelling is in non-conforming status as it is currently zoned. The proposed R-5 rezoning would allow for the subject property to become conforming.

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

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause 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.

There is no expectation that public water or sewer would be burdened by the proposed development. Utilities are available at high capacity in this area and the subject property's limited size do not give cause for concern.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote public and private investment in aging neighborhoods to catalyze reinvestment in the area. Development patterns for this character area are to promote single-family development and accommodate infill development that complements the scale, style, and setbacks of existing adjacent homes. The proposed R-5 rezoning would be in alignment with the Town Neighborhood Revitalization character area in the Comprehensive Plan.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The proposed R-5 rezoning would simply enlarge the adjacent R-5 zone district restoring the subject property to a conforming status.

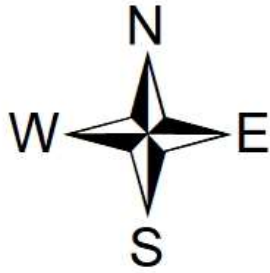
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

CONCLUSION:

The staff can provide a recommendation to approve the R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the subject property to be restored to a conforming status based on its existing development character.
2. The Town Neighborhood Revitalization character area in the comprehensive plan would align with the proposed R-5 rezoning at this location based on the existing zoning and development pattern of this area.
3. The R-5 zone district would better protect the values of the adjacent and nearby residential properties than the existing M-2 zone district.



Reyes Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

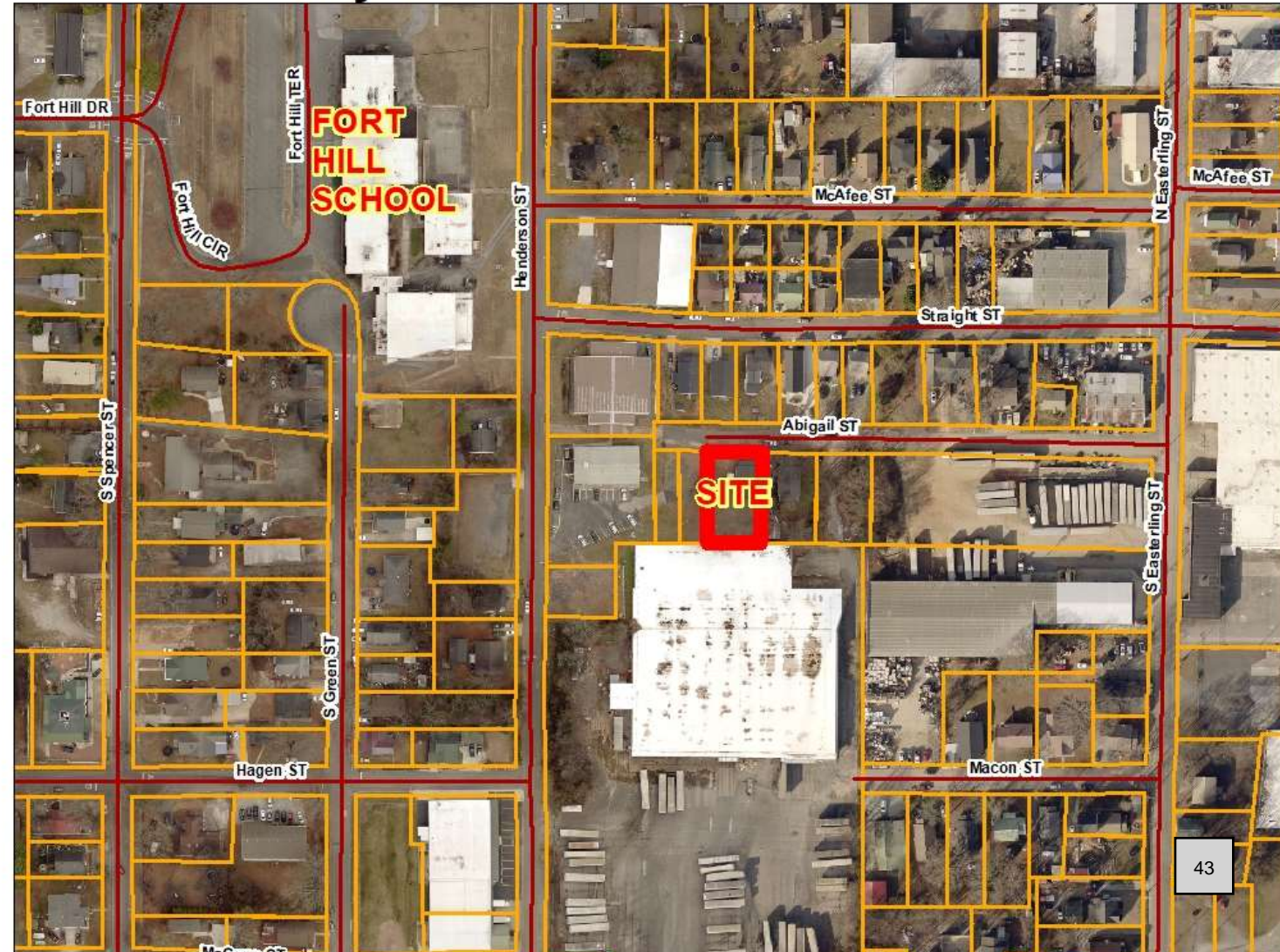
**FEET
200**



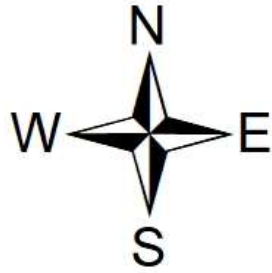


Reyes Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

FEET
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Reyes Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FEET
100



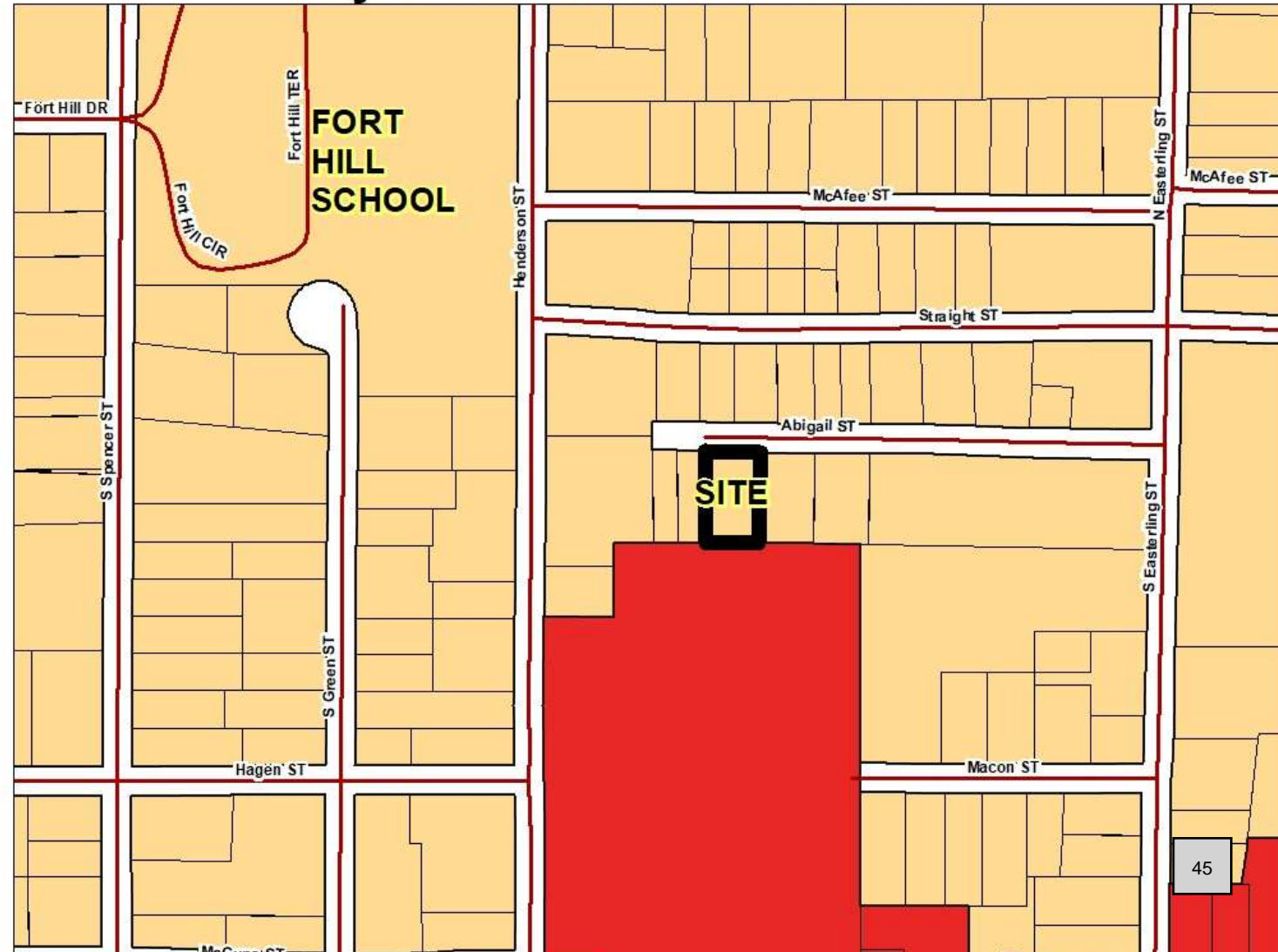
Reyes Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Town Neighborhood Revitalization

**FEET
200**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of Manny David to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land totaling .19 acres located on Frances Street, Dalton, Georgia. Parcel (12-258-02-102) (City)**

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. 24-24

To rezone property of M. David & Assoc., Inc. from a Rural Residential (R-5) Classification to a Transitional Commercial (C-4) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, M. David & Assoc., Inc., by and through its CEO, Manuel David, has petitioned for rezoning of certain real property it owns from R-5 classification to C-4 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 R-5 classification to C-4 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/MAYOR PRO TEMPORE

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”

Tax Parcel No. 12-258-02-102

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: July 30, 2024

SUBJECT: The request of Manny David to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land totaling .19 acres located on Frances Street, Dalton, Georgia. Parcel (12-258-02-102) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Steve Reese.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the rezoning.

Steve Reese spoke on Manny David's behalf and stated the rezoning was to get the property back into conformity. No further comments.

Recommendation:

Acting Chairman Shifflett sought a motion for the rezoning. Octavio Perez made a motion to approve the rezoning, and Eric Barr seconded the motion. There was a unanimous recommendation to approve the rezoning 4-0.

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

ZONING CASE: Manny David is seeking to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land (parcel 12-258-02-102) containing a total of 0.19 acres located at the corner of Bryant Ave. and Frances St. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to use the subject property for commercial trailer parking.

The surrounding uses and zoning are as follows: The R-5 zone district is adjacent to the north of the subject property, but the northern adjacent tract of land has been developed for commercial use. The C-2 and C-4 zone districts are adjacent to the east, south, and west of the subject property. The residential and commercial zone districts converge in this area.

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.

While it is zoned R-5, the subject property contains no residential structures and exists as a paved lot. The only adjacent tract of land with residential zoning could be described as similar to the subject property with no residential character or structures. The subject property is bound on three sides by the C-2 and C-4 commercial zone districts.

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

There are no adjacent residential properties that would be negatively impacted by the proposed rezoning. The only adjacent residentially zoned tract of land is developed for commercial use.

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

The subject property is a poor candidate for residential development based on the amount of adjacent commercial zoning and development. The proposed C-4 zone district would be a more appropriate fit for the subject property than the existing R-5 zone district.

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

N/A

(E) Whether the proposed (C-4) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No issues were identified.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood character area. This character area is intended to protect existing single-family neighborhoods and preserve existing housing stock within said neighborhoods. Given the subject property is bound on all sides by non-residential uses, along with the fact that it does not contain a residential dwelling, there is no concern regarding the existing neighborhood to the north. The subject property is also bound on three sides by the Commercial Corridor character area which suggest that commercial use may be within reason from a planning perspective.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The subject property is bound by multiple commercial zone districts and entirely surrounded by non-residential uses.

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

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested C-4 rezoning of the subject property based on the following factors:

1. The requested C-4 zone district would allow for the use of the subject property in a manner that would not conflict with the established pattern of zoning and development in this area.
2. The requested C-4 zone district would allow for a use of the subject property that better reflects the majority of surrounding zoning and development than currently

exists. The Future Development Map in the Comprehensive Plan shows the subject property to be bound on three sides by the Commercial Corridor character area which indicates that the proposed commercial rezoning is not out of character with this area.

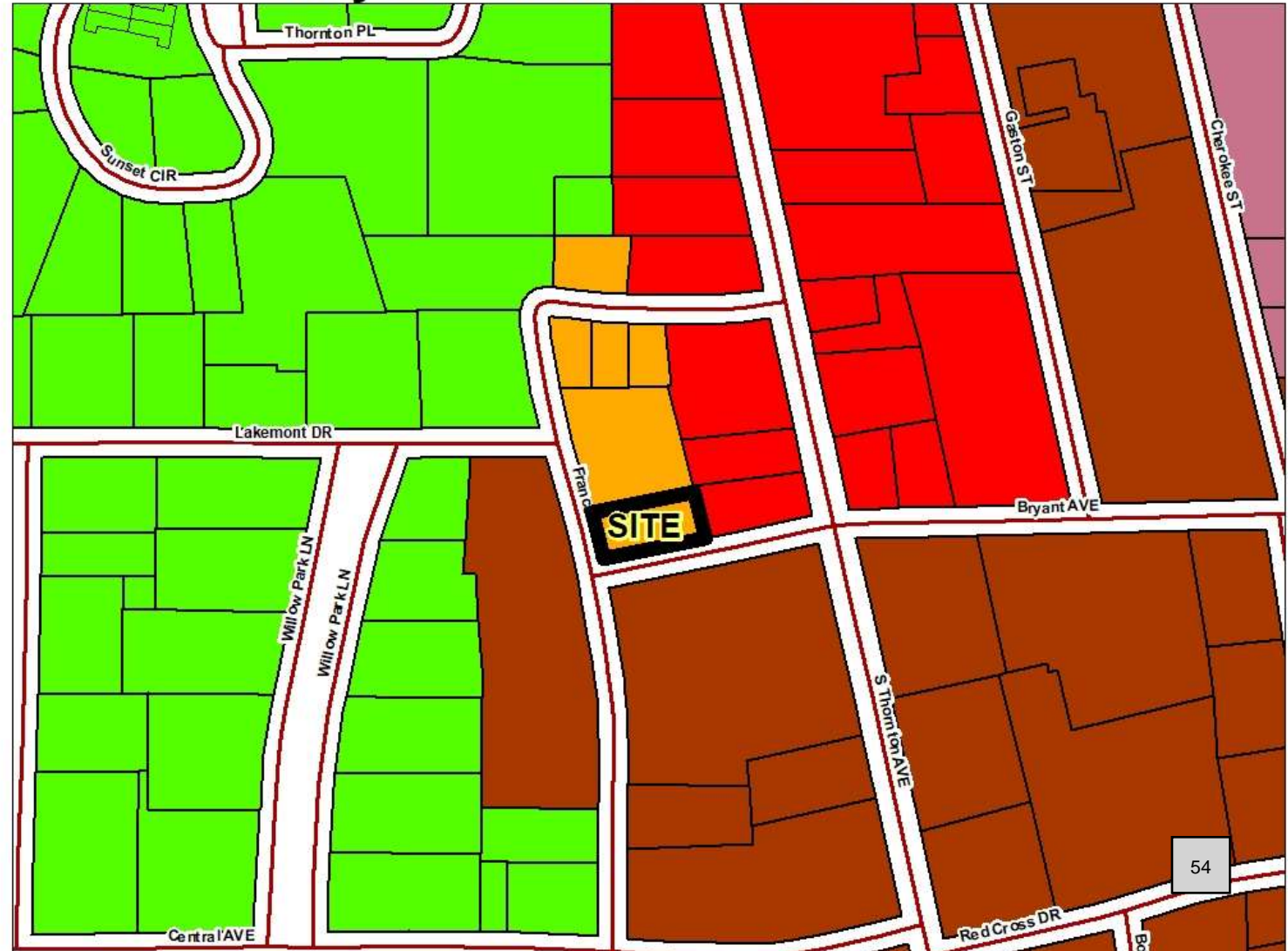
David Rezoning Request R-5, Rural Residential to C-4, Transitional Commercial City of Dalton Jurisdiction



ZONING

-  Low Density Single Family Residential (R-2)
-  Rural Residential (R-5)
-  Urban Planned Unit Development (U-PUD)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond

FEET
200





**David Rezoning Request
R-5, Rural Residential
to
C-4, Transitional Commercial
City of Dalton Jurisdiction**

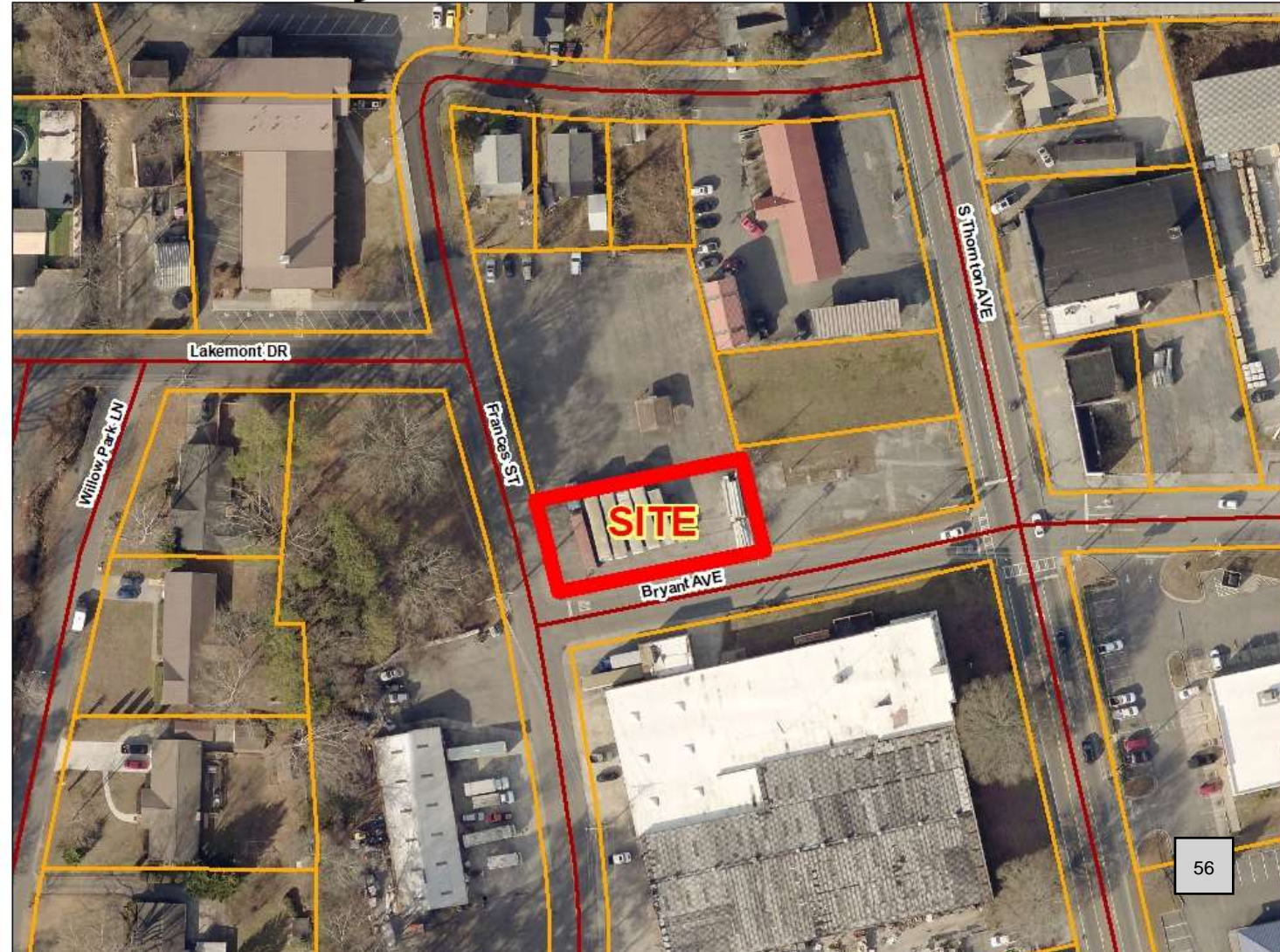
**FEET
200**





**David Rezoning Request
R-5, Rural Residential
to
C-4, Transitional Commercial
City of Dalton Jurisdiction**

**FEET
100**

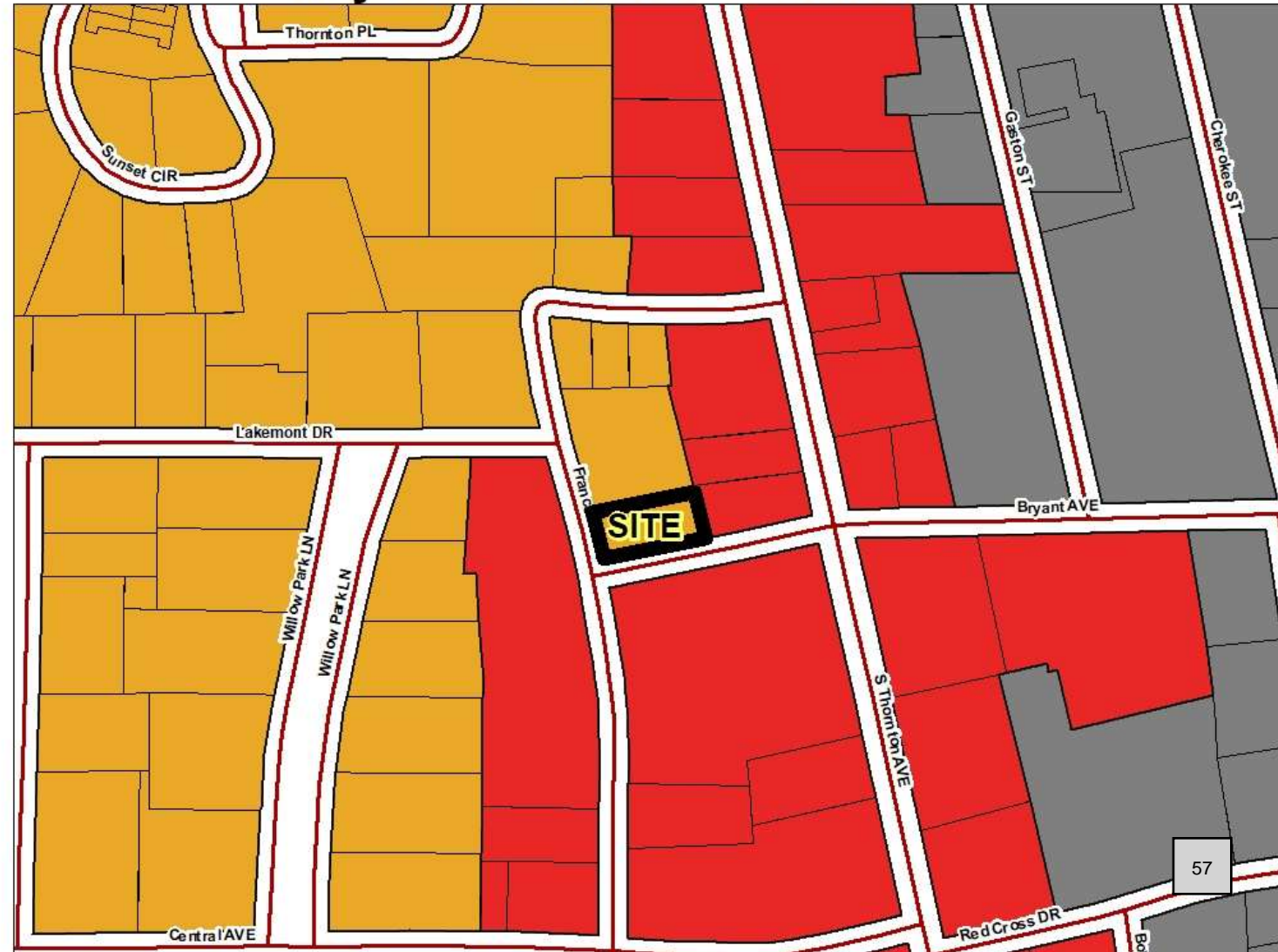




David Rezoning Request R-5, Rural Residential to C-4, Transitional Commercial City of Dalton Jurisdiction



**FEET
200**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of JFP Properties Group LLC to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling .26 acres located on 702 Northview Drive, Dalton, Georgia. Parcel (12-201-01-060) (City)**

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. 24-25

To rezone property of JFP Properties Group, LLC from a Medium-Density Single-Family Residential (R-3) to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, JFP Properties Group, LLC, by and through its members, Jennifer Paniagua and Fernando Paniagua, has petitioned for rezoning of certain real property it owns from R-3 classification to R-5 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 R-3 classification to R-5 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/MAYOR PRO TEMPORE

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"

Tax Parcel No. 12-201-01-060

All that tract or parcel of land lying and being in Land Lot No. 201 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 149 of Woodland Heights Subdivision as per revised plat thereof recorded in Plat Book 1 Page 192 (Cabinet A Slide 47), Whitfield County, Georgia Land Records, and being that tract as shown on plat of survey prepared for Harry D. Worley and Sondria Jan Worley by Joseph R. Evans, Registered Land Surveyor, dated January 26, 1983, and being more particularly described as follows:

BEGINNING at a point located in the east side of the right of way of Northview Avenue, said point being located in a northerly direction, as measured along said right of way line, a distance of 1,075 feet from the point of intersection of said right of way line and the north right of way line of Underwood Street; thence north 02 degrees 34 minutes east, along the east right of way of Northview Avenue, a distance of 65 feet to an iron pin; thence north 88 degrees 46 minutes east a distance of 173.50 feet to an iron pin located in the west right of way line of Fields Avenue (a/k/a Veterans Drive); thence south 00 degrees 58 minutes west, along the west right of way line of Fields Avenue a distance of 64.47 feet to an iron pin; thence south 88 degrees 37 minutes west a distance of 175.35 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 5386 Page 146, Whitfield County, Georgia Land Records.

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: July 30, 2024

SUBJECT: The request of JFP Properties Group LLC to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling .26 acres located on 702 Northview Drive, Dalton, Georgia. Parcel (12-201-01-060) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Fernando Paniagua.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended denial for the rezoning.

JFP represented the petition and defended by stating there are other duplexes in the area, one on the same road, and eight on another nearby street.

No further comment

Recommendation:

Acting Chairman Shifflett sought a motion for the rezoning. Octavio Perez made a motion to approve the rezoning, and Eric Barr seconded the motion. There was a unanimous recommendation to approve the rezoning 4-0.

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: JFP Properties is seeking to rezone from Medium-Density Single-Family Residential (R-3) to Rural Residential (R-5) a tract of land (parcel 12-201-01-060) containing a total of 0.26 acres located along Northview Drive. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to develop the subject property with one residential duplex.

The surrounding uses and zoning are as follows: The R-3 zone district is adjacent to the north, south, and west boundary of the subject property. The C-1 zone district is adjacent to the east of the subject property across Veterans Drive. Zoning and land use in this area are largely conforming as single-family detached dwellings.

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.

This area has remained extensively zoned for single-family detached use for a number of years. The R-3 zone district can be seen in a consistent pattern throughout this area surrounding the subject property. Only a single tract of land adjacent to the subject property occupies a different zone district. The adjacent C-1 zone district contains a small commercial building that has existed in its location for a number of decades while being recently zoned into conformity. The R-5 zone district would allow the introduction of dissimilar development such as a duplex dwelling or manufactured home of which neither development type can be seen in the immediate vicinity.

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

The limited size of the subject property concerns this planner when considering the potential site design of the proposed duplex and how it would likely be notably different in appearance. The proposed development would disrupt the established single-family detached character of this neighborhood. It is difficult to determine the effect on residential property values, but there is no doubt the proposed duplex would be out of character with the adjacent single-family detached dwellings.

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

The subject property is an excellent property to be developed within the existing R-3 zone district. The existing R-3 zone district will ensure that enough space exists for front and rear lawns as well as driveway access that reflects the established pattern of development throughout this area.

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

N/A

(E) Whether the proposed (R-5) 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.

There would be no concern regarding public water and sewer capacity for the proposed duplex.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote public and private investment in aging neighborhoods to catalyze reinvestment in the area. Development patterns for this character area are to promote single-family development and accommodate infill development that compliments the scale, style, and setbacks of existing adjacent homes. The proposed infill duplex would be out of character with the existing development pattern of the surrounding neighborhood by introducing non-single-family development. The subject property's current R-3 zone is the best fit based on the comprehensive plan based on the existing zoning and development pattern of this area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The R-5 zone district at this location could create an entering wedge given the number of nearby undeveloped tracts of land. The proposed R-5 rezoning would not be a transitional zoning but rather an island in an otherwise consistently single-family neighborhood.

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

N/A

CONCLUSION:

The staff can provide a recommendation to deny the requested R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the use of the subject property in a manner that would conflict with the established pattern of zoning and development in this area.
2. The requested R-5 zone district would allow for the development of a duplex dwelling on the subject property. The units/acre of the subject property would not be comparable to any of the adjacent residential properties in the R-3 zone district. The R-5 zone district is a poor fit for the subject property based on the Town Neighborhood Revitalization character areas in the Comprehensive Plan when observing the existing zoning and development pattern of the surrounding area.

JFP Properties Rezoning Request

R-3, Medium Density Single Family Residential

to

R-5, Rural Residential

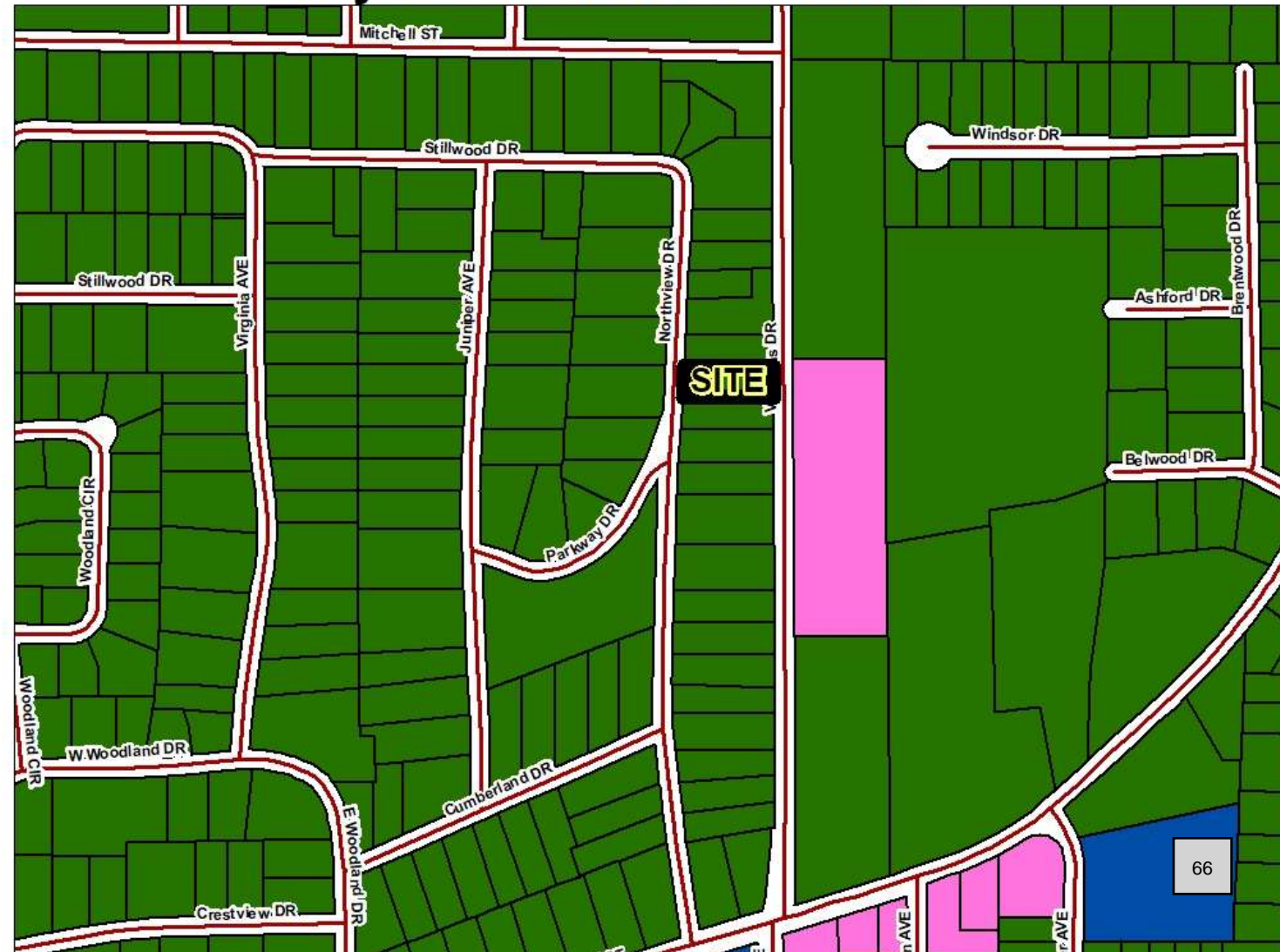
City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)

FEET
300



JFP Properties Rezoning Request

R-3, Medium Density Single Family Residential

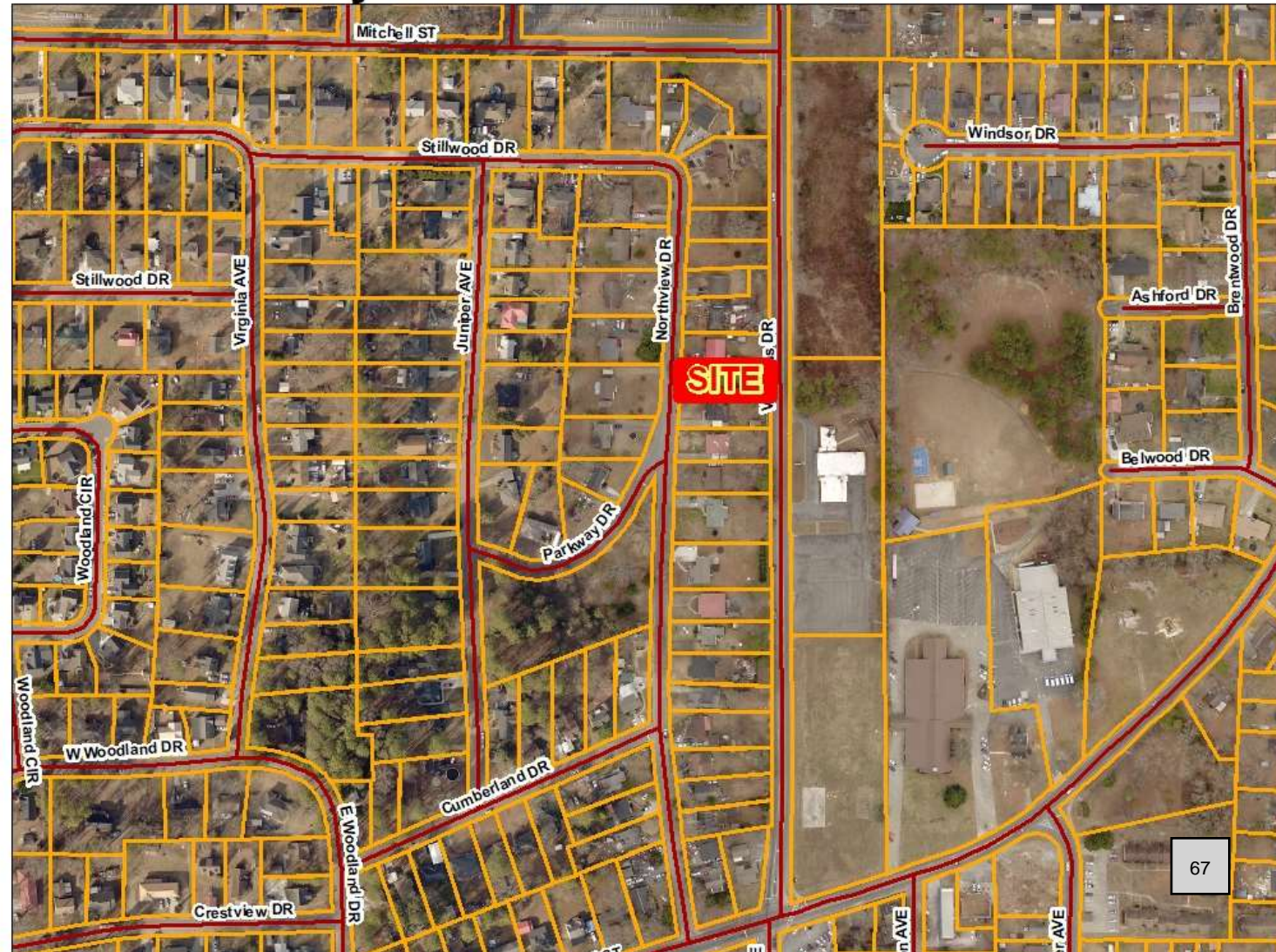
to

R-5, Rural Residential

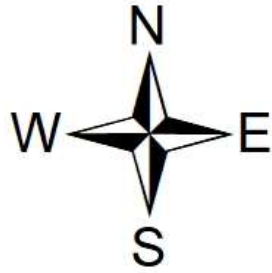
City of Dalton Jurisdiction



FEET
300



JFP Properties Rezoning Request
R-3, Medium Density Single Family Residential
to
R-5, Rural Residential
City of Dalton Jurisdiction



FEET
100



JFP Properties Rezoning Request

R-3, Medium Density Single Family Residential

to

R-5, Rural Residential

City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

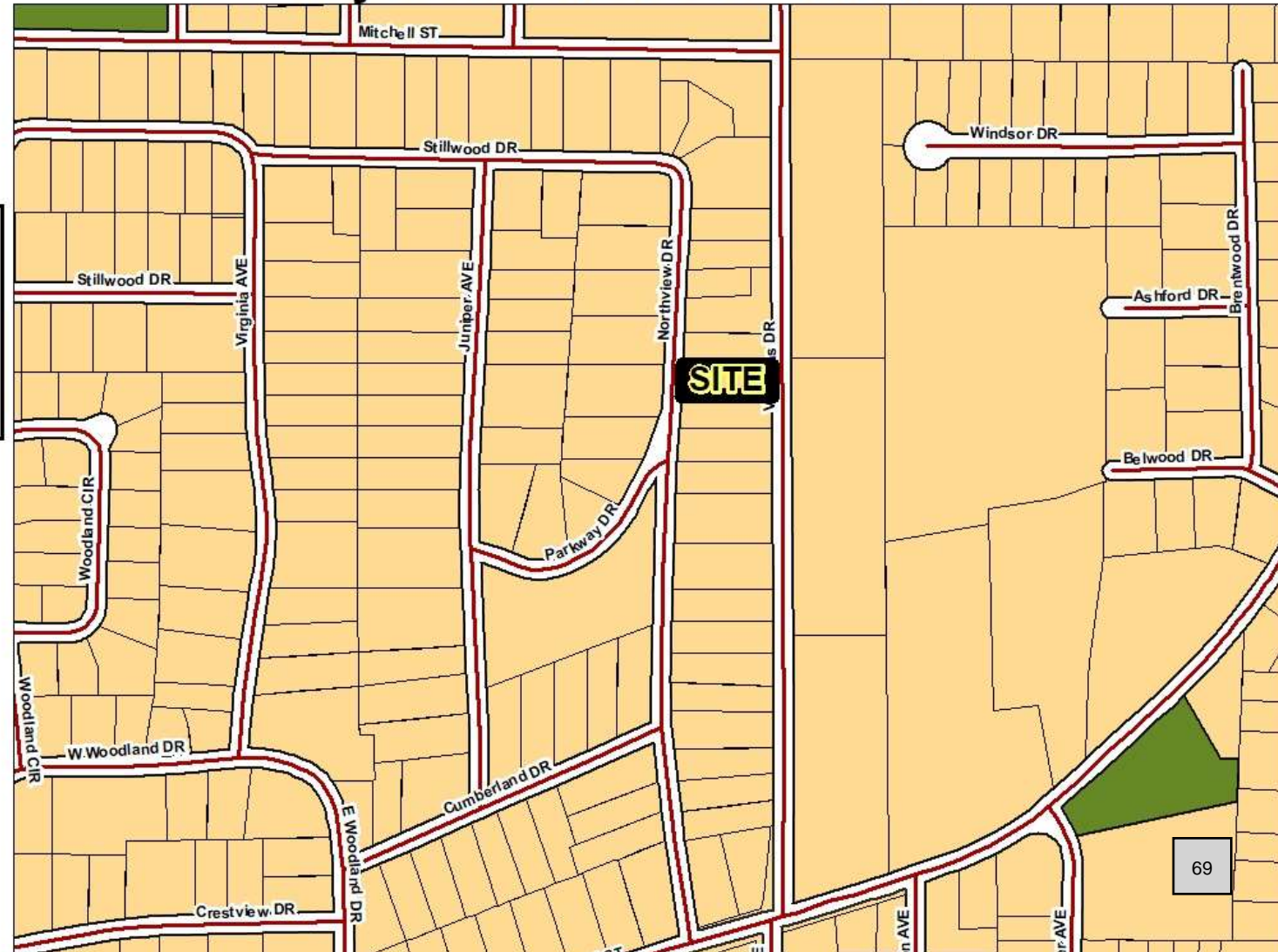


Preserve



Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: **The request of Alejandro Martinez Lopez and Nayeli Alvarez to annex a tract of land zoned Medium-Density Single-Family Residential R-3 totaling 0.17 acres located at 1218 Frazier Drive, Dalton, Georgia into the City of Dalton. Parcel (12-179-02-052) (City)**

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 24-26

To Annex Certain Property of Alejandro Martinez Lopez and Nayeli Alvarez, Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

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

Section 1:

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

Section 2.

This Ordinance shall be effective on the 1st day of September, 2024.

Section 3.

The acreage of the Property is approximately 0.172 acres. No streets or roads are affected by this annexation.

Section 4.

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

Section 5.

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

Section 6.

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 _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

MAYOR/MAYOR PRO TEM

ATTEST:

CITY CLERK

Tax Parcel No. 12-179-02-052

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 16 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

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

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: July 30, 2024

SUBJECT: The request of Alejandro Martinez Lopez and Nayeli Alvarez to annex a tract of land zoned Medium-Density Single-Family Residential R-3 totaling 0.17 acres located at 1218 Frazier Drive, Dalton, Georgia into the City of Dalton. Parcel (12-179-02-052) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 29, 2024, at 6:00 p.m. in 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 Tyler White.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the annexation. No further comment.

Recommendation:

Acting Chairman Shifflett sought a motion for the annexation. David Pennington made a motion to approve the annexation, and Jody McClurg seconded the motion. There was a unanimous recommendation to approve the annexation 4-0.

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE:

Alejandro Lopez and Nayeli Alvarez are seeking annexation of a parcel (#12-179-02-052) into The City of Dalton. located at 1218 Frazier Drive within the Medium-Density Single-Family (R-3) zone district. Dalton's current corporate boundary flanks the subject property on the west side.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

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

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

No impact is expected if this annexation is approved.

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

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

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

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

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

under the existing zoning.

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

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

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

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

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

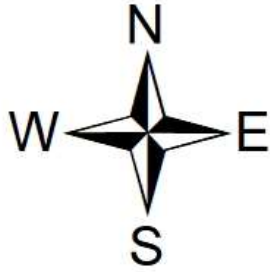
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

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

Lopez/Alvarez Annexation Request Into the City of Dalton

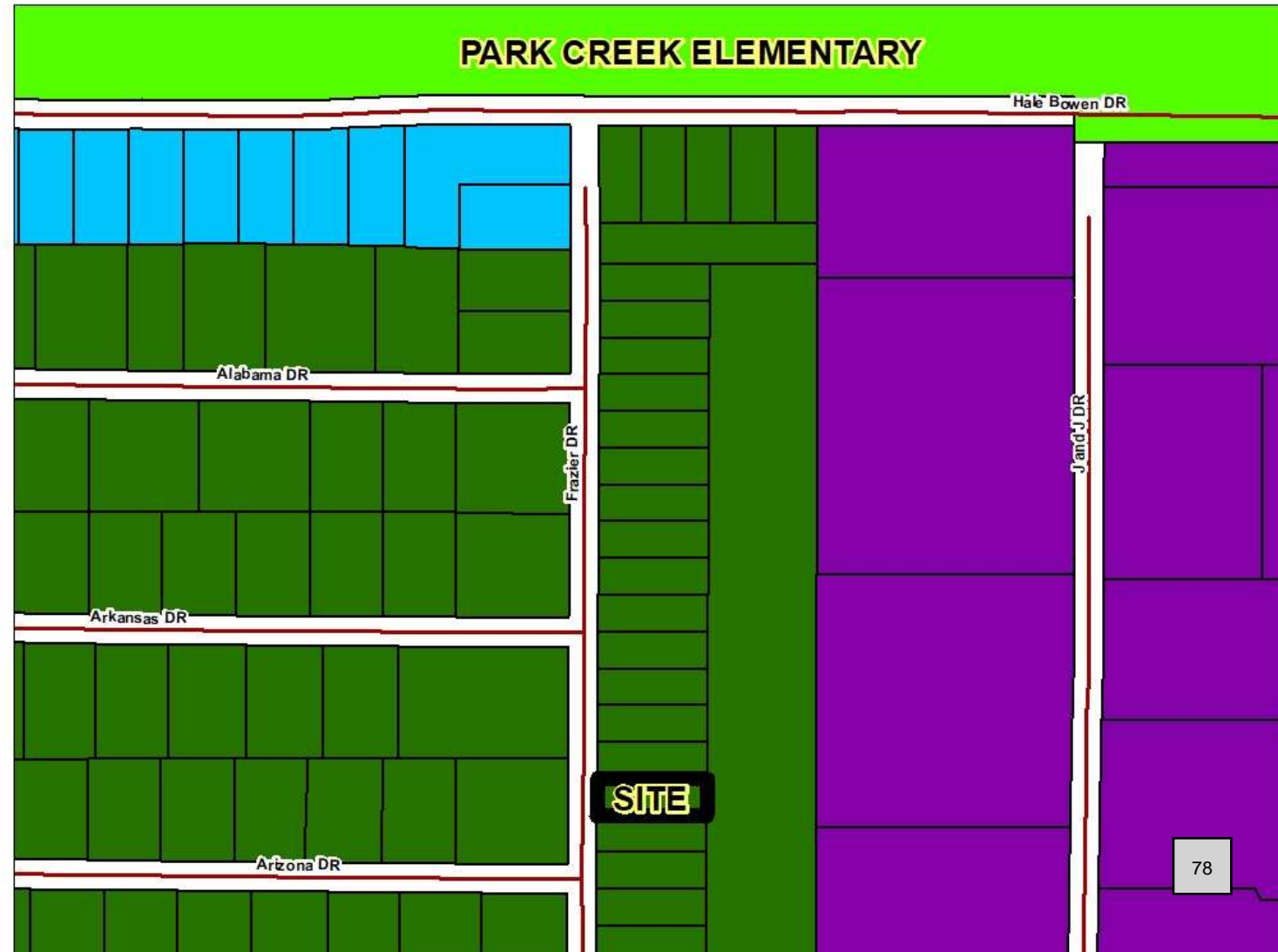
Zoning to Remain R-3, Medium Density Single Family Residential



ZONING

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

FEET
200



Lopez/Alvarez Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

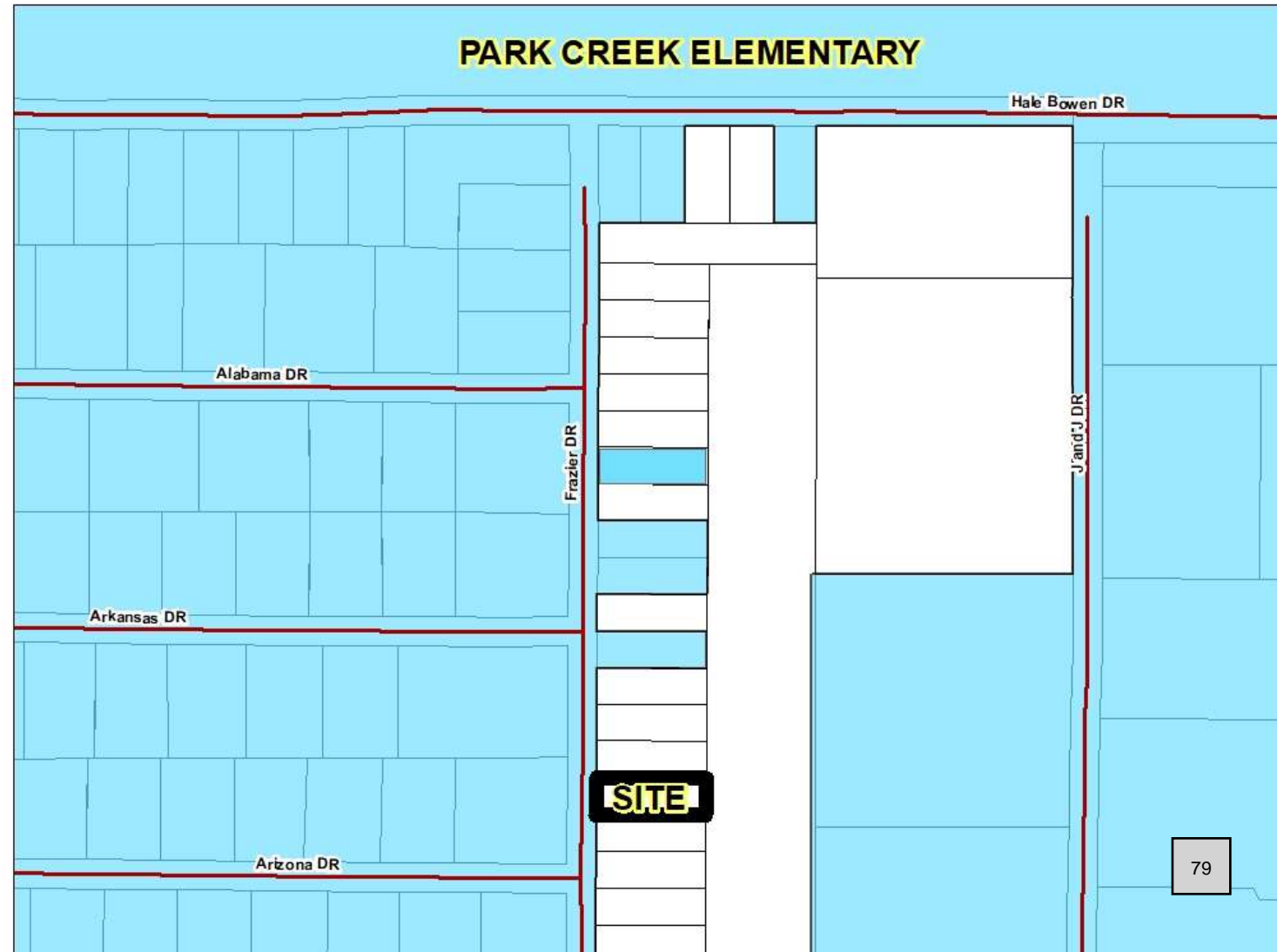


DALTON CITY LIMITS



Town_Boundaries

FEET
200





Lopez/Alvarez Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

**FEET
200**



ANNALEE SAMS
MAYOR

DENNIS MOCK
NICKY LAMA
TYREE GOODLETT
STEVE FARROW

BERNADETTE CHATTAM, CMC
CITY CLERK



COUNCIL MEMBERS

June 5, 2024

TO: Matthew Daniel, Fire Department
Cliff Cason, Police Department
Jonathan Bledsoe, The Minor Firm
Chad Townsend, Public Works Department
John Thomas, Dalton Utilities
Ethan Calhoun, NWGRC
Whitfield County Board of Commissioners
Whitfield County Tax Commissioner
Whitfield County Tax Assessor

FROM: Annalee Sams
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Alejandro Martinez Lopez & Nayeli Alvarez

STREET ADDRESS: 1218 Frazier Dr.

AMOUNT OF ACREAGE: .172

PARCEL NUMBERS: 12-179-02-052

PLAT ATTACHED: YES X NO

ZONING CLASSIFICATION: R-3



ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Alejandro Martinez Lopez + Nayeli Alvarez
APPLICANT ADDRESS:	1218 Frazier Dr.
CITY, STATE & ZIP:	Dalton GA 30721
TELEPHONE NUMBER:	706-913-4739

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1218 Frazier Dr. Dalton GA 30721
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	Spence
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	Lot #16 Land lot: 179 District: 12 Section: 3
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	

- PROPOSED ZONING CLASSIFICATION Residential R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 0.172
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-009052
- HOUSING UNITS 1

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

Alejandro Martinez Lopez
SIGNATURE OF APPLICANT(S)

01-23-24
DATE

Nayeli Alvarez De Martinez
01-23-24

OWNERSHIP VERIFICATION

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

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

Lot No. 179 in the 12th district and 3rd Section of Whitfield County, GA
and being Lot 16 per plat of survey for Spence Subdivision, Phase 2, by
Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March
26, 2018 and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, Clerk SCWCGA

I hereby appoint _____

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

Alexandra Martinez Lopez

(Owner's Name)

Nayeli Alvarez de Martinez

Sworn to and subscribed

Before me, this 24 day
of JANUARY, 2024.

[Signature]
Notary Public



(Seal)



NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

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

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

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

Alejandro Martinez Lopez
SIGNED

Nayeli Alvarez R Martinez

01-23-24
DATE

01-23-24

Deed Doc: WD
Recorded 10/16/2018 04:00PM
Georgia Transfer Tax Paid : \$137.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06677 Pg 0013-0014
Pte1002803

✓ AFTER RECORDING, RETURN TO:
J. TRACY WARD
SPONCLER & THARPE, LLC
P. O. BOX 398
DALTON, GA 30722-0398
File No. 2018090822

STATE OF GEORGIA,
WHITFIELD COUNTY.

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, made the 15th day of October, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **ALEJANDRO MARTINEZ LOPEZ** and **NAYELI ALVAREZ FLORES** (hereinafter "Grantees").

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantees as joint tenants with the right of survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 16 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants with the right of

survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID GRANTOR, and the legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantees, as hereinabove provided, against all acts and deeds of the said Grantor.

SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

RONALD J. JOHNS, LLC

BY: [Signature]
RONALD J. JOHNS, MANAGER

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



J. TRACY WARD
Notary Public, Whitfield County, Georgia
My Commission Expires June 7, 2019

eFiled & eRecorded
DATE: 5/31/2018
TIME: 10:52 AM
PLAT BOOK: 000000E
PAGE: 01107
RECORDING FEE: 8.00
PARTICIPANT ID: 5279550605
CLERK: Melica Kendrick
Whitfield County, GA
FOR RECORDING USE ONLY



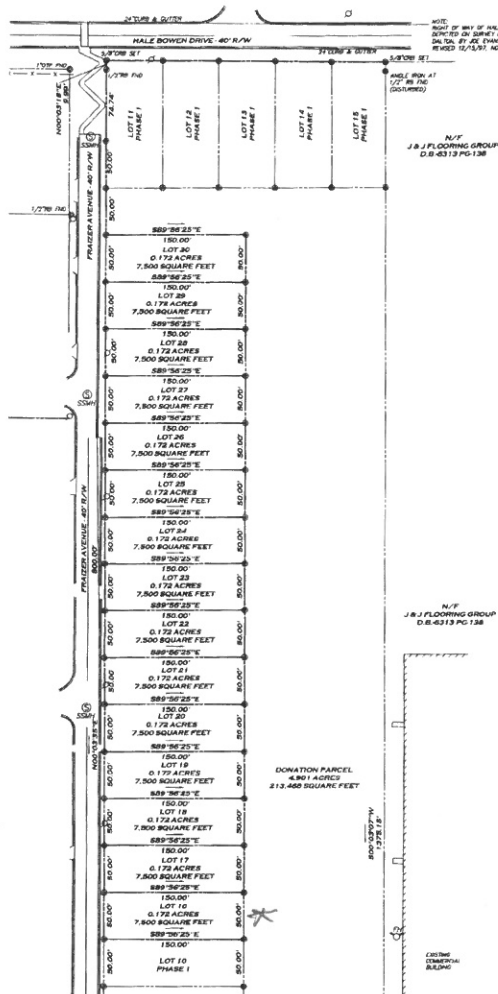
VICINITY MAP

ZONING
ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS R-3. SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:
FRONT YARD: 25 FEET
SIDE YARD: 10 FEET
REAR YARD: 10 FEET
ZONING AND SETBACK INFORMATION FOR THE WHITFIELD COUNTY UNIFIED ZONING ORDINANCE. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED 2/12/2017.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 27,551' WITH AN ANGULAR ERROR OF 0.2 SECONDS PER ANGULAR POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A TOPCON TOTAL STATION, TOPCON AUTOP 50, GPS RECEIVER AND CANNON SURVEYOR DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,851'.
- 5) SAID UNDEVELOPED PROPERTY IS LOCATED WITHIN AN AREA PLANNED A ZONE DESIGNATION IS ON FLOOD INSURANCE RATE MAP NO. 13742C0001, WITH A DATE OF PUBLICATION OF 05/01/2010, FOR COMMUNITY NUMBER 13702. IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASES FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON AUTOP 50 GPS RECEIVER UTILIZING NETWORK PIN CONNECTIONS PROVIDED BY THE LOCAL NETWORK OPERATED BY EARS, LLC. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE NATIONAL GEODETIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR SPATIAL DATA ACQUISITION, IS 0.01 FEET HORIZONTAL AND 0.02 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CENTER LINES, GRAVITATIONAL AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

NOTIFY OF ACTION
1700 847-8993



J.B. LOWERY GROUP
D.B. 4313 PG 138



CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

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

DALTON UTILITIES: Paula Brock DATE: 3/4/18

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

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

DALTON FIRE DEPT: Paula Brock DATE: 3/4/18

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

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

DALTON UTILITIES: Paula Brock DATE: 3/4/18

CERTIFICATE OF APPROVAL FOR RECORDING

THE WHITFIELD COUNTY BUILDING ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLETS WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED UPON THE PLAT; AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE APPROVED REPRESENTATIVE: Paula Brock 5/1/2018

Subdivision Design Approved
By Planning Commission
4/13/2018

FINAL ACCURACY AND DESIGN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL MEASUREMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH; AND APPROVAL HEREOF DOES NOT RELIEVE OF ANY LIABILITY ASSOCIATED WITH ALLEGED OR SUSPECTED ERROR.

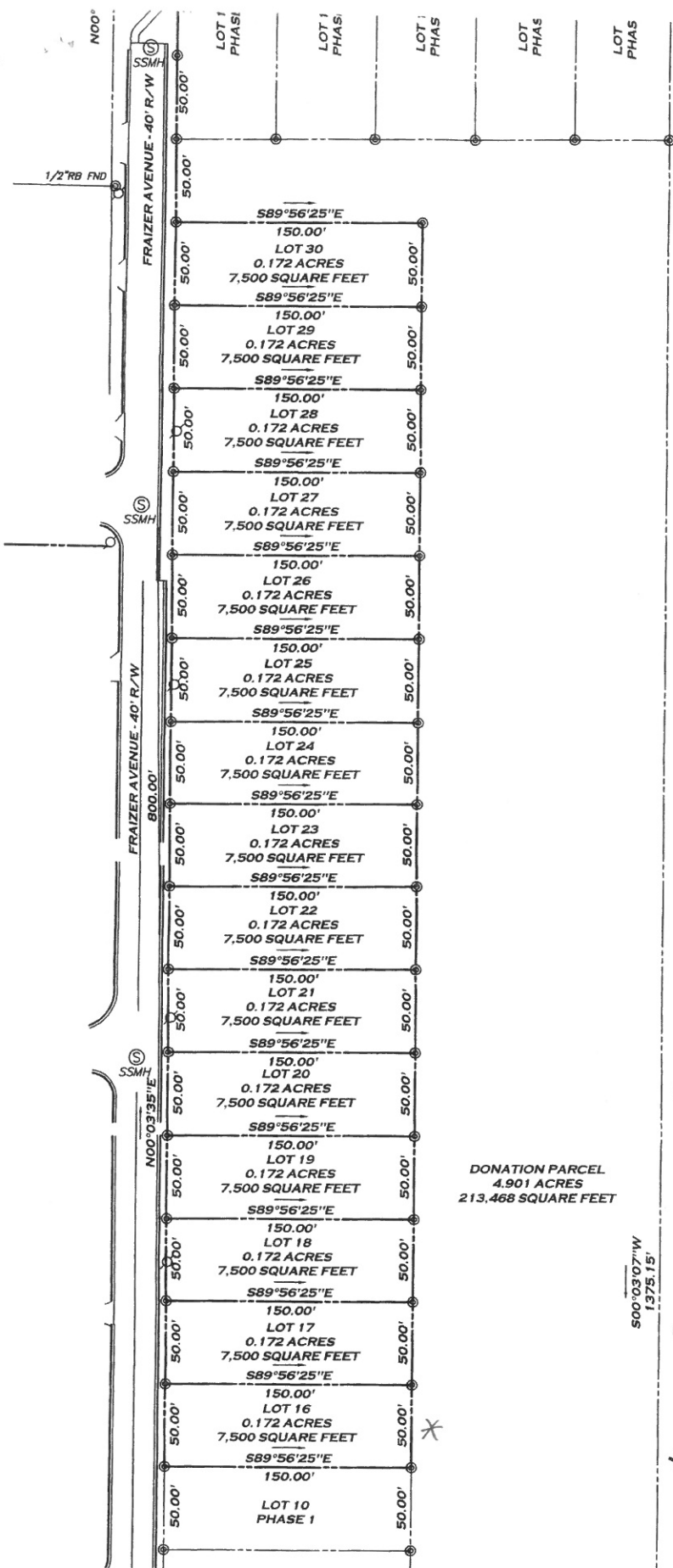


LEGEND	
---	PROPERTY LINE
---	CONTRIBUTING DRAINAGE
---	RECORD CALL
---	BUILDING SETBACK LINE
---	BUILDING SETBACK LINE
---	WATER CONTOUR
---	WATER CONTOUR
---	SPOT ELEVATION
---	WATER LINE
---	OVERHEAD UTILITY LINE
---	GAS LINE
---	SANITARY SEWER LINE
---	UNDERGROUND ELECTRIC LINE
---	FENCE LINE
---	STORM DRAIN PIPE
---	WATER VALVE
---	WATER METER
---	FIRE HYDRANT
---	GAS METER
---	GAS VALVE
---	POWER METER
---	SANITARY SEWER MANHOLE
---	DRAIN HOLE
---	SINGLE-TRUNK CATCH BASIN
---	DOUBLE-TRUNK CATCH BASIN
---	JUNCTION BOX
---	MANHOLE
---	CAPPED REBAR
---	FRANK
---	OPEN TOP PIPE
---	MOUNTING WELL
---	LEFT POLE
---	RIGHT POLE
---	SHUT
---	POST



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

DATE: 5/31/2018 SCALE: 1"=40'	MINOR SUBDIVISION OF: UNDEVELOPED LOTS WITHIN FRAZER ACRES SUBDIVISION	PREPARED FOR: SPENCE SUBDIVISION, PHASE 2	LOWERY & ASSOCIATES LAND SURVEYING, LLC 317 GRASSDALE ROAD CARTERSVILLE, GA 30121 770-334-8186 WWW.LOWERYLANDSURVEYS.COM INFO@LOWERYLANDSURVEYS.COM GEORGIA C.O.A.: LSF-00102
STATE: GEORGIA COUNTY: WHITFIELD LAND LOT: 179 DISTRICT: 12TH SECTION: 3RD			



N/F
J & J FLOORING GROUP
D.B.-6313 PG-138

LEAST SQUARES METHOD

3) A TOPCON 3000LW 1 RECEIVER, AND CARLSO USED FOR FIELD SURVE

4) THIS PLAT HAS A M

5) SAID DESCRIBED PRC HAVING A ZONE DESIGN. NO. 13213C01000, WITH 09/29/2010, FOR COMM COUNTY, STATE OF GEO INSURANCE RATE MAP 1 PROPERTY IS SITUATED.

6) CONTROL AND BEARH ESTABLISHED USING A 1 NETWORK RTK CORRECT NETWORK OPERATED BY ACCURACY, AS CALCUL GEOGRAPHIC DATA COM SPATIAL DATA ACCURAC VERTICAL AT THE 95% C

7) NO EFFORT TO OBTAIN UTILITIES WAS MADE DUL LOWERY & ASSOCIATES EXISTENCE OR NON-EXIS

8) NO OBSERVED EVIDEN BURIAL GROUNDS AT TIA

N/F
J & J FLOORING GROUP
D.B.-6313 PG-138

DONATION PARCEL
4.901 ACRES
213,468 SQUARE FEET

EXISTING
COMMERCIAL
BUILDING

(BEARING,

B.

EXHIBIT "B"

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

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-052
Realkey 44513
GIS Map Map
Owner Name LOPEZ ALEJANDRO MARTINEZ & FLOREZ
NAYEL
Owner Address 1218 FRAZIER DRIVE
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude
Longitude

Property Information

Class Residential
Strata Lot
Tax District County
Neighborhood FRZR L
Legal Description 0.17A LL179-12 (LT16 E-1095)
Total Acres 0.17
Zoning See GIS Map
GMD\Map Number 081
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1218
Parcel Street Extension
Parcel Street Direction
Parcel Street Name FRAZIER
Parcel Street Units
Parcel Street Type AVE

Current Fair Market Value Information

Previous 141746
Current 163987
Land 25000
Residential Improvement 138987
Commercial Improvement
Accessory Improvement
Conservation Use Value

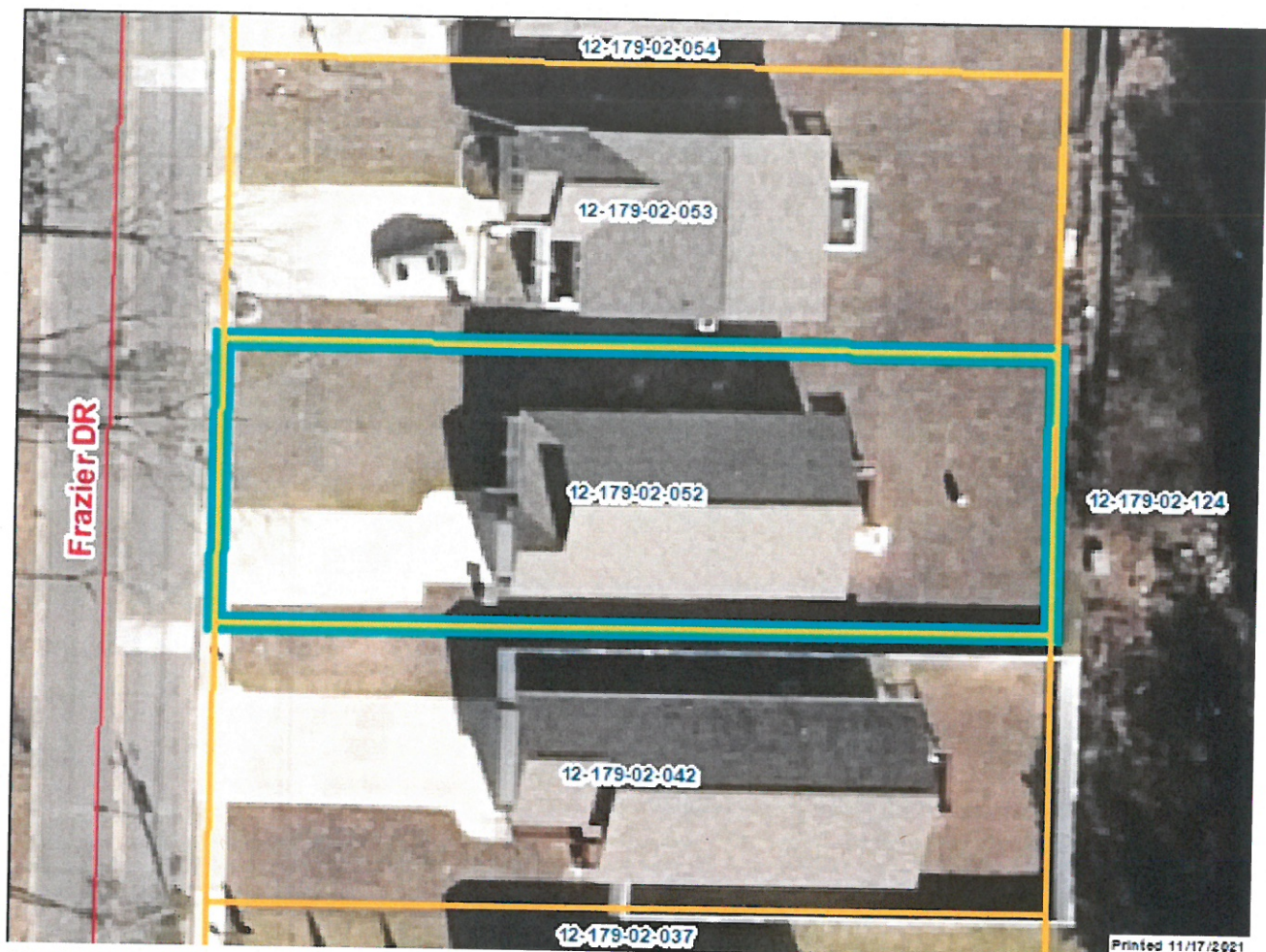
Historical Fair Market Value Information

2021 141746
2020 136186
2019 137000

Exemption Information

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

GIS Quickmap



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

Tax Commissioner Information

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

Tax Bill Recipient	LOPEZ ALEJANDRO MARTINEZ & FLOREZ NAYEL	Legal Description	0.17A LL179-12 (LT16 E-1095)
Year	2023	Sale Date	
Parcel Number	12-179-02-052	Taxes Due	1147.73
Bill	222312	Taxes Due Date	12/20/2023
Exemption Type	S1	Taxes Paid	1147.73
Account No.	7087212	Taxes Paid Date	12/7/2023 4:53:04 PM
Millage Rate	0	Current Due	0
Fair Market Value	163987	Back Taxes	0
Assessed Value	65595	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	138987
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Piers



Whitfield County

Board of Commissioners

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

June 13, 2024

Honorable Annalee Sams
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-179-02-052

Dear Mayor Sams:

At the June 10, 2024 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. referenced above.

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

cc: Kristi Queen, Chief Appraiser
Jess Hansen, GIS Coordinator
David Metcalf, Emergency Services Director
File

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

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Alex Brown
Lane Jackson

June 03, 2024

RE: Annexation Proposal
Parcel # 12-179-02-009, 1218 Frazier Dr
-052

Annalee Harlan Sams
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

Matt Daniel
Fire Chief
Dalton Fire Department

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
Fax: (706) 278-1847
Email: ctownsend@daltonga.gov



ANNALEE SAMS, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
NICKY LAMA
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Annalee Sams, Mayor
Bernadette Chattam, City Clerk

FROM: Chad Townsend, Director of Public Works

RE: Annexation Request
Alejandro Martinez Lopez & Nayeli Alvarez
1218 Frazier Dr.
0.172 Acres
Parcel Number: 12-179-02-052
Zoning Classification: R-3

Date: 7/15/2024

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but notes the following items should be of consideration as part of the request:

- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services following a request from the homeowner. The annual cost to provide these services is approximately \$300 per household. At this time no additional resources would be required from the Department to administer these services.
- **A number of Frazier Dr. addresses remain in unincorporated Whitfield County.** With the number of the residences along Frazier Dr. still located within the County, in an effort to eliminate confusion in delivery of services, & following annexation approval; the City should consider proactively contacting the remaining residences along Frazier Dr. to offer the opportunity for annexation.

Fire Chief
Matt Daniel



**DALTON FIRE DEPARTMENT
PREVENTION DIVISION**

Prevention Division Coordinator

Donnie Blankenship
404 School Street
Dalton, GA 30720
(706) 529-7486

dblankenship@daltonga.gov

Fire Inspectors

Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

June 4, 2024

Re: Annexation Analysis

Property Address/Parcel: 1218 Frazier Drive into the City of Dalton. Parcel (12-179-02-⁰⁵²~~009~~)

Access: Fire Department access will not be an issue.

Water Supply: There is adequate water supply.

Property Use: Medium-Density Single-Family Residential (R-3)

Setbacks: Setback requirements will not be an issue.

Respectfully,

Donnie Blankenship
Prevention Division Coordinator

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



Public Safety Commission
Terry Mathis
Truman Whitfield
Alex Brown
Lane Jackson

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

Date: June 3, 2024

To: Chief Cliff Cason

From: Lieutenant Matthew Locke

RE: Annexation Request – 1218 Frazier Dr.

Chief Cason:

I have reviewed the annexation request for 1218 Frazier Dr. (0.172 acres), parcel number 12-179-02-052. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Locke".

Lieutenant Matthew Locke
Patrol Division Operations



June 5, 2024

Mrs. Annalee Sams
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Alejandro Martinez Lopez & Nayel Alvarez – 1218 Frazier Drive (.172 acres)

Dear Mayor Sams:

As requested in your June 5, 2024, memorandum, Dalton Utilities has reviewed the annexation request of Alejandro Martinez Lopez and Nayel Alvarez for 0.172 acres +/- located at 1218 Frazier Drive. This property is further described as parcel number 12-179-02-052 by the Whitfield County Tax Assessor's Office.

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

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

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is fluid and cursive, with the first name "Mark" and last name "Buckner" clearly distinguishable.

Mark Buckner, P.E.

BERNADETTE CHATTAM, CMC
CITY CLERK



COUNCIL MEMBERS

June 5, 2024

TO: Matthew Daniel, Fire Department
Cliff Cason, Police Department
Jonathan Bledsoe, The Minor Firm
Chad Townsend, Public Works Department
John Thomas, Dalton Utilities
Ethan Calhoun, NWGRC
Whitfield County Board of Commissioners
Whitfield County Tax Commissioner
Whitfield County Tax Assessor

FROM: Annalee Sams
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Alejandro Martinez Lopez & Nayeli Alvarez

STREET ADDRESS: 1218 Frazier Dr.

AMOUNT OF ACREAGE: .172

PARCEL NUMBERS: 12-179-02-052

PLAT ATTACHED: YES X NO

ZONING CLASSIFICATION: R-3



ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Alejandro Martinez Lopez + Nayeli Alvarez
APPLICANT ADDRESS:	1218 Frazier Dr.
CITY, STATE & ZIP:	Dalton GA 30721
TELEPHONE NUMBER:	706-913-4739

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1218 Frazier Dr. Dalton GA 30721
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	Spence
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	Lot #16 Land lot: 179 District: 12 Section: 3
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	

- PROPOSED ZONING CLASSIFICATION Residential R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 0.172
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-~~051~~ 052
- HOUSING UNITS 1

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
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- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. ☐ CAUCASIAN LATINO
☐ AFRICAN AMERICAN ☐ OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Alejandro Martinez Lopez
SIGNATURE OF APPLICANT(S)

01-23-24
DATE

Nayeli Alvarez De Martinez
01-23-24

OWNERSHIP VERIFICATION

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

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

Lot No. 179 in the 12th district and 3rd Section of Whitfield County, GA
and being Lot 16 per plat of survey for Spence Subdivision, Phase 2, by
Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March
20, 2018 and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, Clerk SCWCGA

I hereby appoint _____

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

Alejandro Martinez Lopez
(Owner's Name)

Nayeli Alvarez de Martinez

Sworn to and subscribed
Before me, this 24 day
of JANUARY, 2024.

[Signature]
Notary Public



(Seal)



NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

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

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

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

Alejandro Martinez Lopez
SIGNED

Nayeli Alvarez Re Martinez

01-23-24
DATE

01-23-24

Deed Doc: WD
Recorded 10/16/2018 04:00PM
Georgia Transfer Tax Paid : \$137.00
MELICA HENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06677 Pg 0013-0014

Pne1002803

✓ AFTER RECORDING, RETURN TO:
J. TRACY WARD
SPONCLER & THARPE, LLC
P. O. BOX 398
DALTON, GA 30722-0398
File No. 2018090822

STATE OF GEORGIA,
WHITFIELD COUNTY.

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, made the 15th day of October, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **ALEJANDRO MARTINEZ LOPEZ** and **NAYELI ALVAREZ FLORES** (hereinafter "Grantees").

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantees as joint tenants with the right of survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 16 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants with the right of

survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID GRANTOR, and the legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantees, as hereinabove provided, against all acts and deeds of the said Grantor.

SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

RONALD J. JOHNS, LLC

BY: [Signature]
RONALD J. JOHNS, MANAGER

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



J. TRACY WARD
Notary Public, Whitfield County, Georgia
My Commission Expires June 7, 2019

FOI RECORDING USE ONLY



N/F
J & J FLOORING GROUP

N/T
J&J FLOPPING GROUP
01/04/2002



WORKING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED
AS B-1 TECHNIQUES AND INSTRUCTIONS AND AS

AS 8-3 HEADERS AND ALSTINGUISHING ARE AS
FILL ONLY

FRONT YARD: 20 FEET
SIDE YARD: 10 FEET

ROAD YARD: 15 FEET
ZONING AND SETBACK

ZONING AND DETRACK INFORMATION FOR THE WHITEFIELD COUNTY UNIFIED ZONING ORDINANCE. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SURVEY NOTES

- [illegible]

I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS TRAIL PLAY HAS BEEN INSTALLED (OR SUFFICIENT SAFETY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALLAS UTILITIES.

DATE: 3/2/18

I HEREBY CERTIFY THAT THE LOCATION OF THE FREE HYDANTS IN THIS SUBMISSION ARE

5-27-13

I HEREBY CERTIFY THAT THE MASTERMETER COLLECTION SYSTEM SERVING THE PUBLIC ROADS IN
THIS COUNTY OF ALABAMA BEING INSTALLED FOR THE PURPOSES OF THE SURVEY HAS BEEN PROVIDED TO THE

IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON LIGTHS. *Black Pearl* DATE 3/27/10

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

Wm Price Gmel 5/1/2019

Subdivision Design Approved

4/25/2016

IT IS HEREBY CERTIFIED THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ARE IN THEIR ORIGINAL POSIT AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND THAT ALL REQUIREMENTS OF THE UNIFIED COUNTY SURVEYING REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH, AND APPROVAL HEREOF DOES NOT RELIEVE ME OF ANY LIABILITY ASSOCIATED WITH MISCONDUCTS OR IMPROPER DESIGN.



**MINOR SUBDIVISION OF:
UNDEVELOPED LOTS WITHIN FRAZIER
ACRES SUBDIVISION**

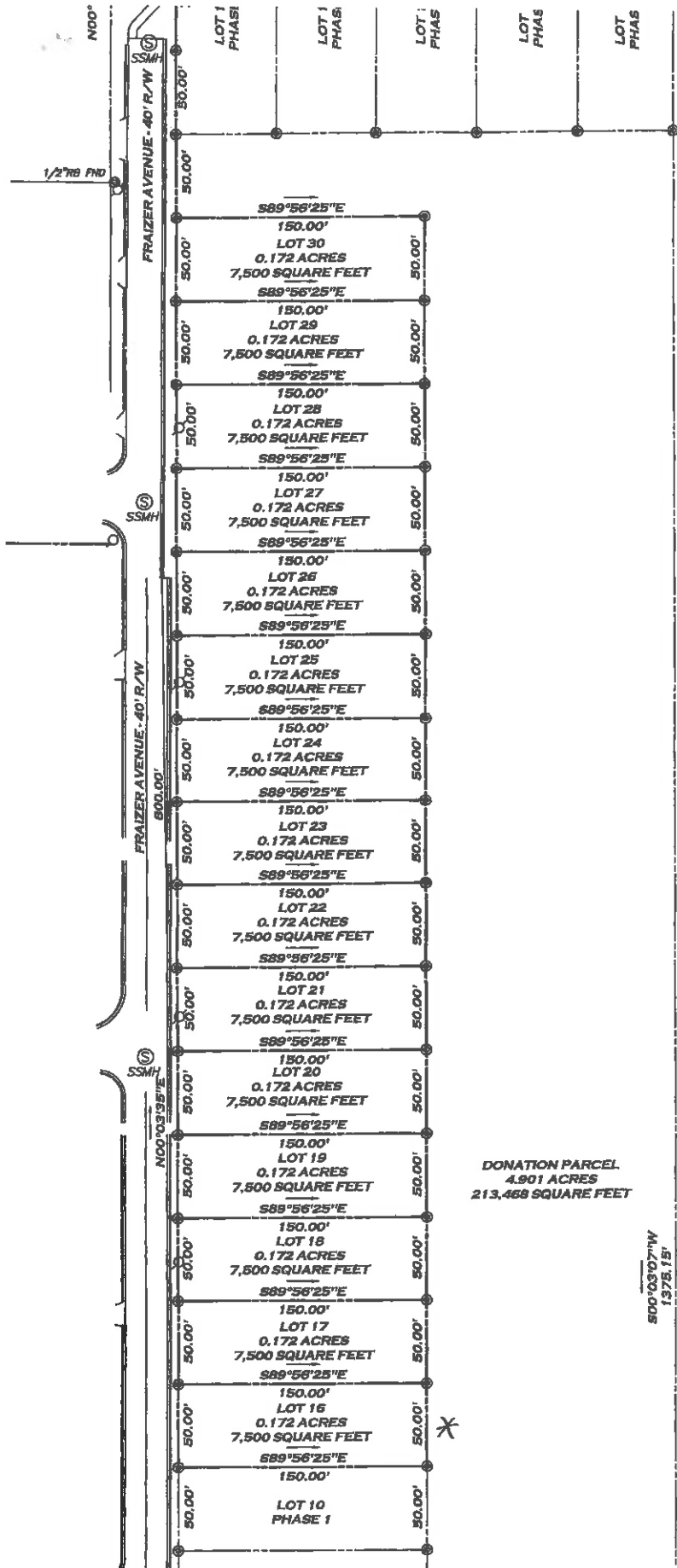
PREPARED FOR:
SPENCE SUBDIVISION, PHASE 2

STATE: GEORGIA	COUNTY: WHITFIELD
LAND LOT: 179	DISTRICT: 12TH
	SECTION: 3RD

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



LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-834-8186
WWW.LOWERYLANDSURVEYS.COM
PHONE: 770-834-8186 FAX: 770-834-8186



N/F
J & J FLOORING GROUP
D.B.-6313 PG-136

N/F
J & J FLOORING GROUP
D.B.-6313 PG-136

LEAST SQUARES METHOD.

3) A TOPCON 3000LW TC RECEIVER, AND CARLSON USED FOR FIELD SURVEY

4) THIS PLAT HAS A MAI

5) SAID DESCRIBED PROF HAVING A ZONE DESIGNA NO. 13213C01000, WITH / 09/29/2010, FOR COMM COUNTY, STATE OF GEOR INSURANCE RATE MAP FC PROPERTY IS SITUATED.

6) CONTROL AND BEARIN ESTABLISHED USING A TC NETWORK RTK CORRECTIO NETWORK OPERATED BY ACCURACY, AS CALCULA GEOGRAPHIC DATA COMM SPATIAL DATA ACCURAC VERTICAL AT THE 95% CL

7) NO EFFORT TO OBTAIN UTILITIES WAS MADE DUR LOWERY & ASSOCIATES I EXISTENCE OR NON-EXIS

8) NO OBSERVED EVIDEN BURIAL GROUNDS AT TIM

EXISTING
COMMERCIAL
BUILDING

EXHIBIT “B”

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

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-052
 Realkey 44513
 GIS Map Map
 Owner Name LOPEZ ALEJANDRO MARTINEZ & FLOREZ
 NAYEL
 Owner Address 1218 FRAZIER DRIVE
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30721
 Latitude
 Longitude

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood FRZR L
 Legal Description 0.17A LL179-12 (LT16 E-1095)
 Total Acres 0.17
 Zoning See GIS Map
 GMD\Map Number 081
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1218
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name FRAZIER
 Parcel Street Units
 Parcel Street Type AVE

Current Fair Market Value Information

Previous 141746
 Current 163987
 Land 25000
 Residential Improvement 138987
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

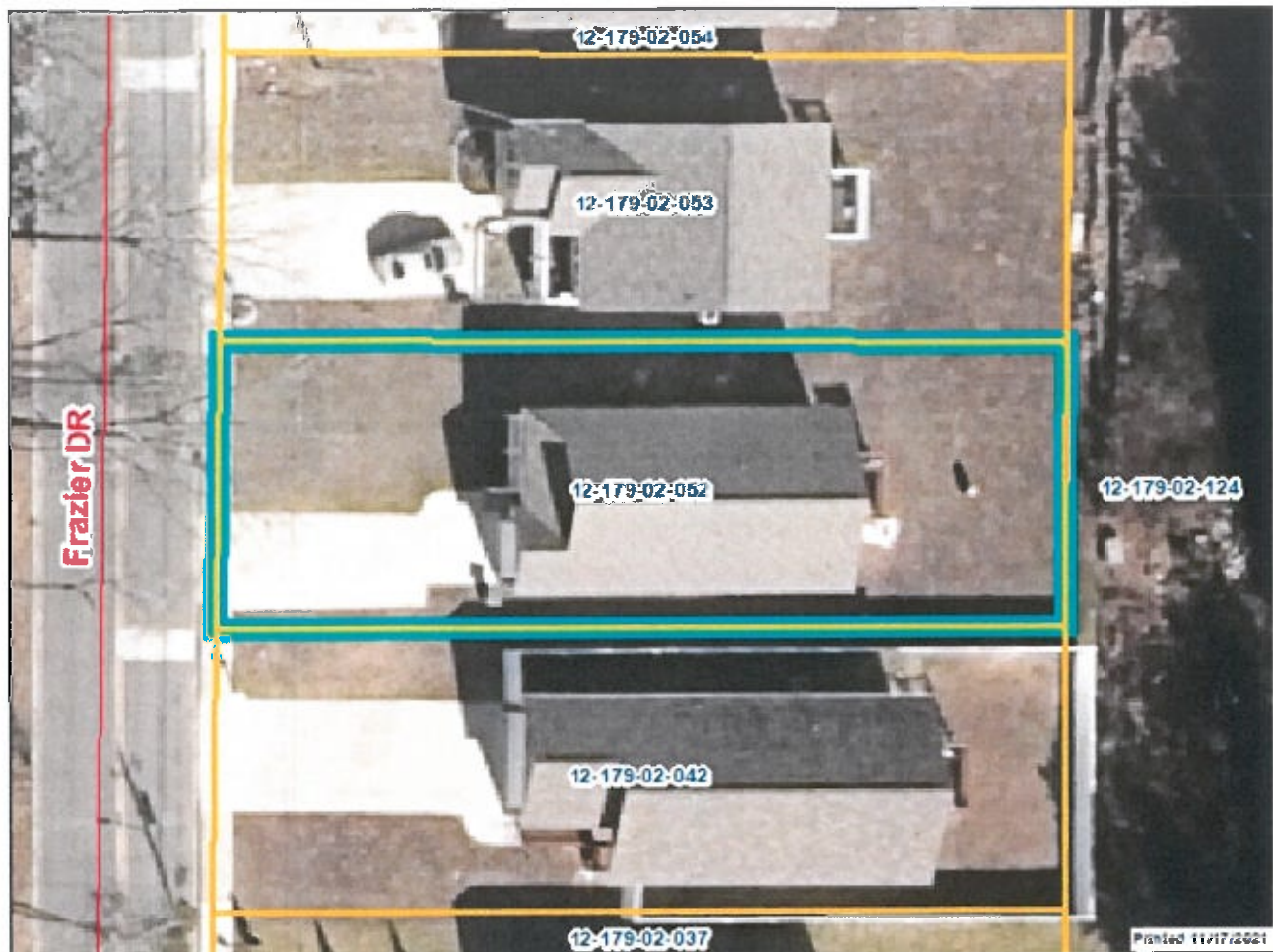
Historical Fair Market Value Information

2021 141746
 2020 136186
 2019 137000

Exemption Information

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

GIS Quickmap



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

Tax Commissioner Information

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

Tax Bill Recipient	LOPEZ ALEJANDRO MARTINEZ & FLOREZ NAYEL	Legal Description	0.17A LL179-12 (LT16 E-1095)
Year	2023	Sale Date	
Parcel Number	12-179-02-052	Taxes Due	1147.73
Bill	222312	Taxes Due Date	12/20/2023
Exemption Type	S1	Taxes Paid	1147.73
Account No.	7087212	Taxes Paid Date	12/7/2023 4:53:04 PM
Millage Rate	0	Current Due	0
Fair Market Value	163987	Back Taxes	0
Assessed Value	65595	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	138987
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Piers



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: August 19, 2024

Agenda Item: Tentative Allocation of State Funds for Taxiway Resurfacing at Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? N/A

Cost: \$841,667

Funding Source if Not in Budget General Fund

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

GDOT Commissioner McMurry sent a letter to Mayor Sams dated July 31, 2024 announcing a tentative allocation of State funding in the amount of \$2,525,000 for “rehabilitation of taxiway and lighting” at Dalton Municipal Airport. This grant would require a 25% local match in the amount of \$841,667. The design phase of this project has already been funded under a previous grant and is currently underway. Construction phase would likely occur in mid-2025. Letter of intent to fund requires approval and signature by the Mayor.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

July 31, 2024

Via Email

The Honorable Annalee Harlan Sams, Mayor
City of Dalton
P.O. Box 1205
Dalton, Georgia 30720

Dear Mayor Sams:

During the 2024 Legislative Session, as recommended in Governor Brian Kemp's Amended Fiscal Year 2024 (AFY24) budget, the Georgia General Assembly appropriated \$1.5 billion of surplus funds to support the improvement of the state's transportation infrastructure. Pursuant to the recent letters sent to legislators from Commissioner Russell McMurry, the AFY24 budget allocated \$98 million to the Georgia Department of Transportation (GDOT) airport aid program for airport improvements.

GDOT is pleased to announce a tentative allocation of state funding assistance in the amount of \$2,525,000 for **Rehabilitate Taxiway and Lighting** at the Dalton Municipal Airport. **This project requires matching funds from the City of Dalton estimated in the amount of \$841,667.** Please note that this is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project.

Please confirm, by letter, no later than **September 1, 2024**, your intent to proceed with and fund this project. State funding for this project, if unconfirmed by this date, may be reassigned. As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project
- Formal request for state funding assistance

Also, Damon Carr will serve as the Project Manager from the Office of Aviation, Intermodal Division. Your project manager will contact you shortly to schedule a meeting on this tentative allocation award and guide you on the next steps. Please contact Damon Carr, Aviation Project Manager at 470.715.5494 if you have any questions.

We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer
Digitally signed by Leigh Ann Trainer
DN: C=US, E=ltrainer@dot.ga.gov,
O=GDOT, OU=Division of Intermodal,
CN=Leigh Ann Trainer
Date: 2024.07.31 13:42:39-04'00'

Leigh Ann Trainer
Assistant Division Director, Intermodal

cc: Micah Gravley, State Transportation Board
Andrew Weirsma, Airport Manager
Clement Solomon, Division of Intermodal
Colette Williams, Aviation Program Manager

Attachment

AIRPORT MANAGER

ANDREW WIERSMA
P.O. BOX 1205
DALTON, GEORGIA 30722
AIRPORT (706) 259-2200
CELL (706) 618-4384
awiersma@daltonga.gov



AIRPORT AUTHORITY

DANNY MORGAN, CHAIRMAN
EARL BOYD
CHESTER CLARK
BENNY DUNN
LUIS PRIETO
www.daltonga.gov

August 19, 2024

Mr. Russell R. McMurry, P.E., Commissioner
Georgia Department of Transportation
600 W. Peachtree St., NW
Atlanta, GA 30308

Attn: Tracie D. Kleine, Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund Rehabilitate Taxiway and Lighting at the Dalton Municipal Airport.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the project.
2. We acknowledge that time is of the essence and will work with our designated aviation project manager to develop an overall project schedule. This schedule shall be submitted to our project manager no later than October 1, 2024.

Sincerely,

Annalee Sams, Mayor
City of Dalton

cc: Damon Carr, Aviation Project Manager
Andrew Wiersma, Airport Manager



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/19/2024

Agenda Item: Sutphen Heavy Duty 100' Mid-Mount Aerial Platform

Department: Fire Department

Requested By: Chief Matt Daniel

Reviewed/Approved by City Attorney? Yes

Cost: \$2,199,933.77

Funding Source if Not in Budget 2024 SPLOST

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

This contract is to purchase a new Sutphen Heavy Duty 100' Mid-Mount Aerial Platform. This will replace the current 2013 Sutphen 100' Mid-Mount Aerial Platform, which is utilized as one of our first out apparatus and will keep us within our fleet maintenance program. The contract is with Sutphen Cooperation, purchasing through Sourcewell Co-Operative Purchasing Contract #113021- SUT. The delivery time for this apparatus is 34-36 months and will be paid upon delivery. Estimated delivery would be approximately October or November of 2027.



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 18th day of August, 2024 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the The City of Dalton of Dalton, GA, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Two Million, One Hundred Ninety Nine Thousand, Nine Hundred Thirty Three Dollars & Seventy Seven Cents (\$ 2,199,933.77) payable in full upon delivery.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 404 School St, Dalton, GA (Dalton Fire HQ) within approximately 36 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. Shipping terms shall be FOB Destination.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Georgia. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Superior Court of Whitfield County, Georgia, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By *Jerry Harley*
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

THE The City of Dalton

By _____

Title _____

Date _____

By _____

Title _____

Date _____



PROPOSAL

TO THE:

City of Dalton
Attn: Chief M. Daniel
404 School St
Dalton, GA 30720

DATE: August 18, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal via the Sourcewell Co-Operative Purchase Contract #113021-SUT (15% off LIST Price):

**One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Platform (SPH100) Complete
and Delivered for the Total Sum of.....\$ 2,199,933.77**

The apparatus and equipment being purchased hereunder shall be completed within approximately 34-36 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Jerry Harley
Authorized Representative for Sutphen Corporation
336-613-8202

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases. Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Purchaser's location, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Notwithstanding the foregoing, Purchaser shall have the right to terminate the Agreement in the event of a breach of the Agreement by Sutphen by giving Sutphen written notice of Purchaser's intention to terminate; and such termination will become effective automatically, without any cancellation fee and without further notice unless Sutphen cures the breach within thirty days (30) days after the giving of such notice.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent. This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Georgia. Exclusive jurisdiction and venue for any litigation at all related to this in the Superior Court of Whitfield County, Georgia, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, successors and assigns.



**FAMILY OWNED
SINCE 1890**

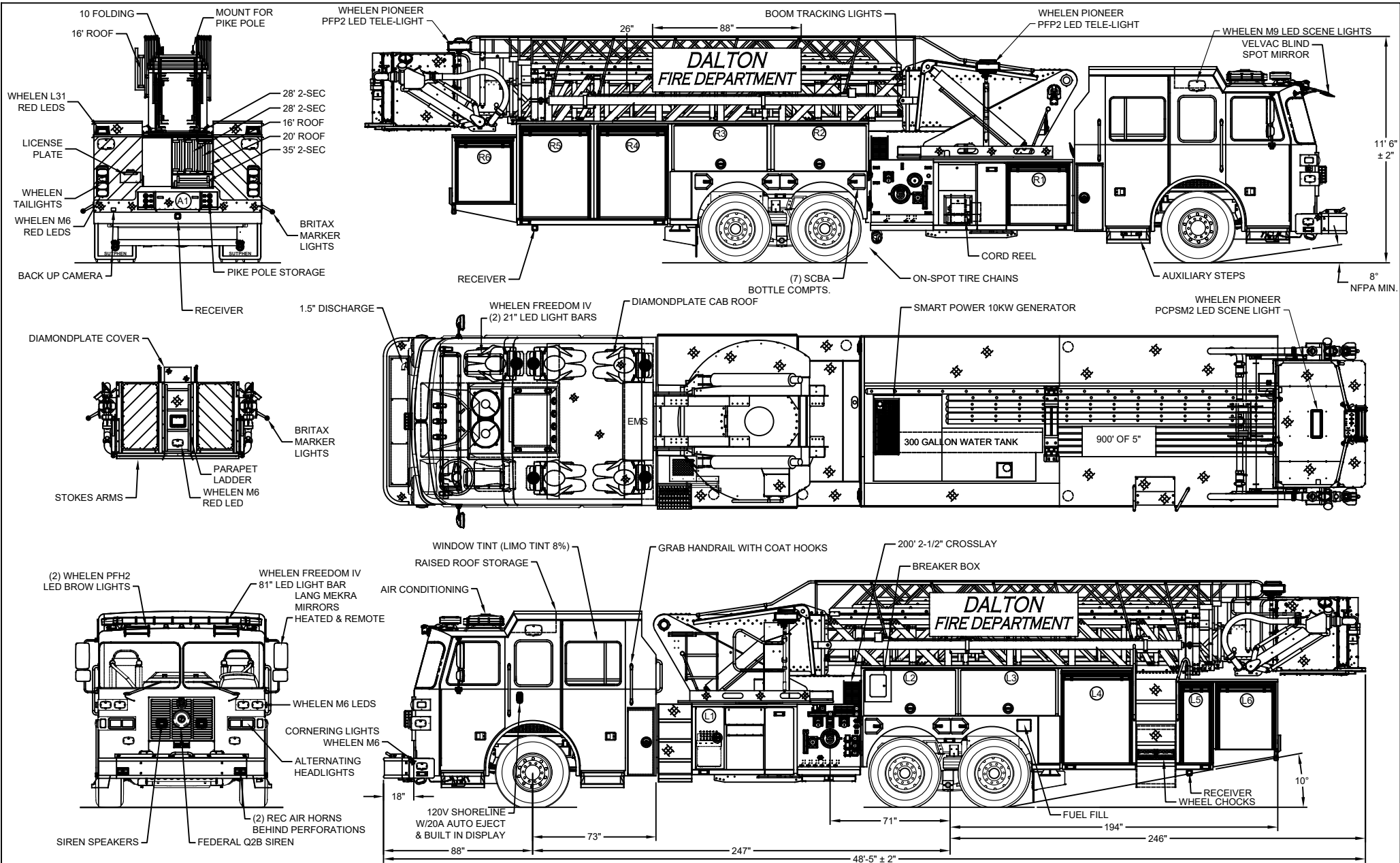
**Prepayment Discount Options
For The
Dalton, GA**

8/18/2024

Current Bid Price **\$2,199,933.77**

Option 1	For a prepayment in the amount of	\$549,983.44	the discount
25%	would be \$60,498.18 for a total selling price of		\$2,139,435.59
Option 2	For a prepayment in the amount of	\$1,099,966.89	the discount
50%	would be \$120,996.36 for a total selling price of		\$2,078,937.41
Option 3	For a prepayment in the amount of	\$1,649,950.33	the discount
75%	would be \$181,494.54 for a total selling price of		\$2,018,439.23
Option 4	For a full prepayment, we offer a discount of	\$241,992.71	
100%	for a final selling price of		\$1,957,941.06

NOTE: For any option above, the prepayment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.



DOOR OPENINGS				COMPARTMENT DIMENSIONS			
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	DEPTH	
L1	34 1/16	13 7/16	27 1/2	38 1/2	20 5/16	27 1/2	
L2	23	33 1/4	12 1/8	27 1/2	41 1/2	12 1/8	
L3	23	50 1/4	12 1/8	27 1/2	58	12 1/8	
L4	48 1/2	38 3/4	26 1/2	56 1/2	45 3/4	26 1/2	
L5	40 1/2	15 1/8	26 1/2	48 1/2	22	26 1/2	
L6	32 1/8	30 7/8	26 1/2	40 1/8	34 3/4	26 1/2	

DOOR OPENINGS				COMPARTMENT DIMENSIONS			
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	DEPTH	
R1	31 13/16	33 7/16	26 1/2	38 1/2	40	26 1/2	8 1/2 DOWN TO 27 1/2 UP
R2	23	33 1/4	12 1/8	27 1/2	41 1/2	12 1/8	26 1/2
R3	23	50 1/4	12 1/8	27 1/2	58	12 1/8	26 1/2
R4	48 1/2	38 3/4	26 1/2	56 1/2	45 3/4	26 1/2	
R5	48 1/2	38 3/4	26 1/2	56 1/2	45 3/4	26 1/2	
R6	32 1/8	30 7/8	26 1/2	40 1/8	34 3/4	26 1/2	

DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
A1	9 1/8	24 1/2	9 7/8	26	88

TOTAL COMPARTMENT VOLUME - 283.49 CU.FT.

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE

DRAWN BY:
K. EXEL

DATE:
6/7/2024

MFG. FACILITY:
DUBLIN

**SUTPHEN**

DALTON FIRE DEPARTMENT
DALTON, GA

SPH100 AERIAL PLATFORM
DALTON, GA (2024 SPH100)

119



Sutphen
Component Report
Dealership: Williams Fire
Apparatus

HS- Dalton Fire Department, Georgia
SPH100 Aerial Platform

Order#: DQ017536-1
Contact: Chad Young
Position: Battalion Chief
Phone:
Mobile: 706-278-7363
Email: CYoung@daltonga.gov

Bill To	Ship To
Customer: Dalton Fire Department Contact: Chad Young, Battalion Chief Address: 404 School St. Dalton, Georgia 30720	Customer: City of Dalton Contact: Chad Young, Battalion Chief Address: 404 School St Dalton, Georgia 30720

Comments
Project Manager: Sales Person: Jerry Harley Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	10000230	1	DETAILED WIRING SCHEMATIC (USB)
2	10310100	1	CHASSIS
CHASSIS			
3	10010001	1	CHASSIS, CUSTOM
4	51070247	1	WHEELBASE = 247
5	25020120	1	FRAME, 10" DOUBLE RAILS, DOMEX, TANDEM AXLE - AERIAL (110K PSI)
6	45040100	1	FRONT BUMPER CLIP
7	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
8	46010000	1	REAR TOW EYES, PAINTED
9	40010250	1	STEERING - ROSS TAS-85
10	22010250	1	DRIVE LINE, SPICER, SPL250 (Tandem)
11	23015220	1	ENGINE, CUMMINS X15 NEXT GEN 605HP DOC-DPF-DEF-SCR OBD
12	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)

Line	Item #	Qty	Item Description/Comments
13	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
14	23030006	1	AIR INTAKE/EMBER SEPARATOR
15	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
16	23031180	1	12VDC HEATER FOR FLEETGUARD FUEL/WATER SEPARATOR
17	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
18	47012535	1	TRANSMISSION, ALLISON GEN 6, EVS4500R W/RETARDER (X10HHD, X12, X15)
19	23110000	1	JACOBS ENGINE BRAKE
20	47024050	1	TRANSMISSION COOLER
21	47030000	1	ALLISON TOUCH PAD SHIFTER
22	47030110	1	SHIFTER PAD GEARING, 6 GEARS OPEN
23	21021210	1	COOLING SYSTEM FOR X15
24	21030195	1	COOLANT FILTER
25	21030000	1	FAN CLUTCH
26	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
27	26020100	1	FUEL BEAM, 65 GALLON (AERIALS)
28	26030000	1	FUEL FILL
29	26030100	1	FUEL COOLER
30	24040000	1	DIESEL EXHAUST FLUID TANK
31	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
32	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
33	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
34	15030215	1	MASTER BATTERY DISCONNECT SWITCH
35	15031700	1	BATTERY JUMPER TERMINALS
36	15031520	1	BATTERY CHARGER, KUSSMAUL CHIEF 6012
37	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
38	15040100	6	120V OUTLET WIRED TO SHORELINE INLET - EA (6)

Line	Item #	Qty	Item Description/Comments
39	14022140	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 24,000 LB.
40	41022140	1	FRONT SUSPENSION, HENDRICKSON 24,000 LBS. (4) 56" LEAFS
41	41040100	1	FRONT SUSPENSION LOCKING CYLINDERS, AERIALS
42	41040200	1	FRONT SUSPENSION LOCKOUT PLATE
43	41040510	1	STEER ASSIST
44	43010322	1	FRONT TIRES, GOODYEAR, 425/65R22.5 LRL, ARMOR MAX PRO GRADE MSA 22.5 X 12.25 WHEELS
45	14520310	1	REAR AXLE, MERITOR RT-50-180 52,000 LB TANDEM
46	14530150	1	TOP SPEED, 60 MPH
47	14530316	1	INTER-AXLE DIFFERENTIAL LOCK (TANDEM)
48	42020025	1	REAR SUSPENSION, LINK, AIR LIFT, 52,000 LBS. AIR RIDE
49	44020282	1	REAR TIRES, GOODYEAR 12R22.5 LRH ENDURANCE RSA HIGHWAY 52,000 GVWR
50	42920300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
51	44220210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 58K rear)
52	44230120	1	INNER WHEELS COATED, TANDEM AXLE
53	44270105	1	HUB COVERS, FRONT & REAR, POLISHED STS (Tandem Axle)
54	44270305	1	CHROME LUG NUT CAPS, FRONT & REAR (Tandem Axle)
55	44271100	1	MUD FLAPS, FRONT (PAIR)
56	44271200	1	MUD FLAPS, REAR (PAIR)
57	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON
58	16010295	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (TANDEM AXLE)
59	18030400	1	FRONT WHEEL BRAKE ASSIST FOR FOUR WHEEL BRAKE SERVICE
60	18010046	1	AIR BRAKE SYSTEM 6 TANKS WABCO 1200 DRYER (TANDEM)
61	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
62	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
63	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
64	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI

Line	Item #	Qty	Item Description/Comments
65	18036105	1	TIMER, KUSSMAUL AUTO PUMP
66	18220000	1	ELEC STABILITY CONTROL SYST (TANDEM)
67	18110150	1	WABCO 6 CHANNEL ANTI-LOCK BRAKES W/ASR (TANDEM)
68	18142000	1	ASR DISCONNECT SWITCH ON DASH
69	14530501	1	TIRE CHAINS, ON-SPOT, 6 STRANDS, (1) SET
70	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
71	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
72	54010200	1	AERIAL CHASSIS PREP (TANDEM AXLE)
73	10310110	1	CAB
CAB			
74	11024250	1	CAB TSAL4SE 73" 10" RR 1/2
75	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
76	11030950	1	CAB LOCKDOWN LATCHES
77	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
78	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
79	11031100	1	MANUAL BACK-UP TILT SYSTEM
80	11031350	1	CAB DOORS, FULL LENGTH (4)
81	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
82	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
83	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
84	11031421	1	CAB DOOR WINDOWS, POWER (4)
85	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
86	11031440	1	TWO SLIDING WINDOWS IN BACK WALL OF CAB APPROX 16.25" X 14.25"
87	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (6)
88	52010010	1	ELECTRIC INTERMITTENT WIPERS
89	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
90	52030200	1	WINDSHIELD WASHER RESERVOIR

Line	Item #	Qty	Item Description/Comments
91	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
92	38030205	1	BLIND SPOT MIRROR, VELVAC, ON CAB ROOF
93	38030210	1	OFFICER'S SIDE OUTRIGGER MIRROR, REAR EXTERIOR WALL OF CAB, 12" CONVEX, TRUCK-LITE
94	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
95	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
96	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
97	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
98	20029800	1	BUMPER SIDES, DIAMONDPLATE
99	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
100	20040300	1	1" LIP AROUND BUMPER TROUGH
101	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
102	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
103	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
104	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
105	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
106	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
107	12030305	1	FOOT SWITCH, DRIVER'S SIDE
108	12030310	1	FOOT SWITCH, OFFICER'S SIDE
109	12030350	1	LANYARD CONTROL FOR AIR HORNS
110	12088888	1	SPECIAL ITEM, SHUT OFF VALVES FOR AIR SUPPLY
111	12210100	1	TRAIN HORNS, HORNBLASTER SHOCKER XL, AH-S4
112	12230350	1	LANYARD CONTROL FOR TRAIN HORNS
113	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
114	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
115	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
116	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE

Line	Item #	Qty	Item Description/Comments
117	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS
118	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
119	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
120	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
121	12730400	1	MASTER SHUT OFF SWITCH WITH GUARD FOR Q2B
122	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
123	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
124	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
125	32530630	1	CORNERING LIGHTS, WHELEN M6 LED
126	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
127	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
128	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
129	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
130	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
131	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
132	27040100	1	INTERIOR DOOR, NYLON STRAP
133	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
134	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
135	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
136	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
137	11032100	1	NO OPENING TO CREW SEAT COMPT
138	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
139	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
140	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
141	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
142	11032100	1	NO OPENING TO CREW SEAT COMPT

Line	Item #	Qty	Item Description/Comments
143	11032300	1	PIKE POLE STORAGE, EXTERIOR CAB COMPT (BACK WALL)
144	11033160	1	EXTERIOR SCUFF PLATES, CAB DOOR JAMS, MIRRORED FINISH, 4 DOOR CAB
145	11035405	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB (AERIAL OR TOP MOUNT)
146	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH
147	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB
148	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
149	11032929	1	DOOR PANEL, FULL STS
150	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
151	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
152	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
153	11031550	1	CENTER CONSOLE EXTENSION
154	11031563	1	TOP OF EXTENSION, CUP HOLDERS (2) AND STORAGE SLOT
155	11031573	1	SIDES OF EXTENSION, DRIVER & OFFICER'S SIDE STORAGE SLOTS
156	22610050	1	ENGINE HOOD LIGHT, LED (1)
157	11031512	1	COMPUTER TRAY IN LIEU OF GLOVE BOX
158	11031712	1	UPPER CREW DOOR AREA, OPEN
159	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
160	30010135	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES (AERIALS)
161	30010510	1	LOWER COMMAND CONSOLE, X15
162	30010720	1	CAB PUMP SHIFTER, AIR, KPS SHIFTER (FOR HALE K-SERIES PUMP TRANSMISSION)
163	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
164	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
165	30031650	1	DO NOT MOVE ALARM
166	30031675	1	DO NOT MOVE DISENGAGE BUTTON
167	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
168	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II

Line	Item #	Qty	Item Description/Comments
169	30031100	1	HIGH IDLE SWITCH
170	11040000	1	CAB ACCESSORY FUSE PANEL
171	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
172	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
173	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
174	30031810	5	12V POWER POINT (5)
175	30031830	5	12V DUAL POWER POINT, USB/USBC, POWERWERX (5)
176	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
177	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
178	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
179	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
180	28090003	1	HEAT TO FEET
181	28090100	1	A/C TO FACE
182	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
183	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
184	38510116	1	DRIVER'S SEAT, BOSTROM SIERRA 500 HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
185	38340110	1	PRIMARY SEAT POSITION
186	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
187	38320000	1	HELMET STORED IN COMPARTMENT
188	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
189	38340110	1	PRIMARY SEAT POSITION
190	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
191	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
192	38320000	1	HELMET STORED IN COMPARTMENT
193	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
194	38340110	1	PRIMARY SEAT POSITION

Line	Item #	Qty	Item Description/Comments
195	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
196	38320000	1	HELMET STORED IN COMPARTMENT
197	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
198	38340110	1	PRIMARY SEAT POSITION
199	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
200	38320000	1	HELMET STORED IN COMPARTMENT
201	11031825	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (AERIAL)
202	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
203	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
204	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
205	39521467	1	CREW SEAT 5, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
206	38340120	1	SECONDARY SEAT POSITION
207	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
208	38320000	1	HELMET STORED IN COMPARTMENT
209	39521468	1	CREW SEAT 6, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
210	38340120	1	SECONDARY SEAT POSITION
211	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
212	38320000	1	HELMET STORED IN COMPARTMENT
213	39550200	1	SEAT COLOR, BLACK
214	39610115	5	SCBA BRACKETS, IMMI SMART DOCK (5)
215	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
216	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
217	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
218	84541700	1	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (1)
219	84560515	1	CAMERA SYSTEM, VOYAGER 2 (WIRED)
220	11088888	1	SPECIAL ITEM, ADDITIONAL MONITOR LOCATED IN HYDRAULIC COMPARTMENT

Line	Item #	Qty	Item Description/Comments
221	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
222	60012555	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP
223	60025210	1	GEARBOX, HALE, K-SERIES, FRONT MOUNTED
224	60026020	1	MECHANICAL PUMP SEAL, HALE
225	60031005	1	ALLOY ANODES, HALE (2)
226	60035123	1	PUMP TEST, THIRD PARTY TESTING
227	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
228	62010002	1	STAINLESS STEEL PIPING
229	66020100	1	3" TANK TO PUMP W/CHECK VALVE
230	61720100	1	VALVE, AKRON HEAVY DUTY
231	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
232	73010100	1	TANK FILL 1.5"
233	61720100	1	VALVE, AKRON HEAVY DUTY
234	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
235	61020007	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX
236	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
237	63021100	1	6" MAIN SUCTION, LEFT SIDE
238	63030300	1	HALE MASTER INTAKE VALVE, MANUAL CONTROL
239	65030000	1	2.5" LEFT SIDE INLET
240	61720100	1	VALVE, AKRON HEAVY DUTY
241	61770100	1	ACTUATOR, VALVE, SWING HANDLE
242	60036010	1	THREADS, NST
243	63025100	1	6" MAIN SUCTION, RIGHT SIDE
244	63030400	1	HALE MASTER INTAKE VALVE, ELEC
245	63060100	1	RELIEF VALVE FOR MIV
246	64030000	1	2.5" RIGHT SIDE INLET

Line	Item #	Qty	Item Description/Comments
247	61720100	1	VALVE, AKRON HEAVY DUTY
248	61770100	1	ACTUATOR, VALVE, SWING HANDLE
249	60036010	1	THREADS, NST
250	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
251	61720100	1	VALVE, AKRON HEAVY DUTY
252	61770100	1	ACTUATOR, VALVE, SWING HANDLE
253	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
254	61810160	1	DISCHARGE TERMINATION, STRAIGHT
255	60036010	1	THREADS, NST
256	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
257	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
258	61720100	1	VALVE, AKRON HEAVY DUTY
259	61770100	1	ACTUATOR, VALVE, SWING HANDLE
260	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
261	61810160	1	DISCHARGE TERMINATION, STRAIGHT
262	60036010	1	THREADS, NST
263	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
264	71025130	1	3" DISCHARGE, RIGHT - POSITION 3
265	61720100	1	VALVE, AKRON HEAVY DUTY
266	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
267	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
268	61810160	1	DISCHARGE TERMINATION, STRAIGHT
269	60036010	1	THREADS, NST
270	61840268	1	ADAPTER, 3" NST FE X 4" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
271	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 4
272	61720100	1	VALVE, AKRON HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
273	61770100	1	ACTUATOR, VALVE, SWING HANDLE
274	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
275	61810160	1	DISCHARGE TERMINATION, STRAIGHT
276	60036010	1	THREADS, NST
277	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
278	72230012	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING (AERIALS)
279	61720100	1	VALVE, AKRON HEAVY DUTY
280	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
281	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
282	60036010	1	THREADS, NST
283	72811030	1	ONE 2.5" CROSSLAY W/2.5" SWIVEL (SPH)
284	61720100	1	VALVE, AKRON HEAVY DUTY (1)
285	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333 (1)
286	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5" (1)
287	60036010	1	THREADS, NST (1)
288	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
289	72910520	1	COVER, VINYL FOR CROSSLAYS (SPH)
290	72932210	1	COVER FASTENERS, METAL SNAPS
291	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
292	61730005	8	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (8)
293	78521445	1	WATERWAY CONTROL, 4" VALVE, AKRON 9335 ELECTRIC ACTUATOR
294	61910100	1	WATERWAY DRAIN VALVE, AKRON 1.5" PUSH/PULL CONTROL
295	10310220	1	PUMP PANEL
PUMP PANEL			
296	74920210	1	SPH1 - SIDE MOUNT PUMP PANEL
297	74930500	1	PANEL FINISH, BLACK VINYL
298	74931000	1	ESCUTCHEON PLATES

Line	Item #	Qty	Item Description/Comments
299	74931050	1	COLOR CODING
300	74931210	1	PUMP MODULE FRAMEWORK, NON-PAINTED
301	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
302	74931520	1	PLUMBING FINISH, NON-PAINTED
303	75510230	1	PUMP OPERATOR LIGHTS, TECNIQ E44 LED STRIP
304	75530112	1	PUMP PANEL LIGHTS OFFICER'S SIDE, TECNIQ E44 LED STRIP
305	76010105	1	PUMP PANEL GAUGES & CONTROLS
306	60028050	1	PUMP PRIMER, TRIDENT, AIR
307	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
308	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
309	76031960	1	AIR OUTLET, BOTH SIDES OF PUMP PANEL, WITH 25' OF HOSE
310	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
311	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
312	76510065	1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 4"
313	77510090	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
314	10310230	1	WATER TANK
WATER TANK			
315	83525200	1	WATER TANK BRAND, UPF
316	83520205	1	WATER TANK, 300 GAL, POLY (AERIALS)
317	10310300	1	BODY
BODY			
318	80029910	1	BODY SUBFRAME, SPH100
319	80117030	1	BODY SPH-3, LEFT 56" H / RIGHT 56"H
320	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			
321	81165705	1	UNISTRUT TRACK IN COMPTS
322	80220200	1	COMPT DOORS, ROM ROLL-UP, PAINTED

Line	Item #	Qty	Item Description/Comments
323	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
324	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
325	81320205	1	SPH 100 HOSEBED, ALUM FLOORING
326	81410250	1	COVER, ALUMINUM TREADPLATE, MAIN HOSEBED, HINGED (SPH100)
327	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR
328	81431310	1	REAR HOSEBED COVER, WEBBING
329	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
330	81332005	1	HOSEBED LIGHTING, FRONT, AMDOR H2O LED LIGHT STRIPS
331	81910500	1	HANDRAILS, KNURLED STS, SPH100
332	82014500	1	STEPS, IC FOLD DOWN W/LIGHT (SPH)
333	82510000	1	RUB RAILS, ANODIZED ALUM
334	83010125	1	ALUMINUM TREADPLATE (SPH)
335	83030605	1	REAR FENDERS, STAINLESS SMOOTH PAINTED (TANDEM AERIALS)
336	80290101	1	FIBERGLASS WHEEL WELL LINERS (TANDEM AERIALS)
337	80231260	1	7 SCBA CYLINDER COMPTS (TANDEM BODY)
338	80290310	7	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (7)
339	89028888	1	SPECIAL Ladder Package TY (2) 28' 2-SECTION, (1) 16' R D), (1) SPECIAL ITEM, 20' ROOF (DOUBLE HOOKED), 10' FOLDING, 35' 2-SECTION, 8' VES
340	89030560	1	DUO-SAFETY 16' ROOF LADDER, 875A (1)
341	89530910	1	MOUNTING OF ROOF LADDER ON BASE SECTION OF AERIAL (1)
342	89512200	1	LADDERS ENCLOSED IN HOSEBED ON BEAM (SPH)
343	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
344	10310310	1	ELECTRICAL
ELECTRICAL			
345	80232100	1	2" RECEIVER, SIDES
346	80232110	1	2" RECEIVER, REAR
347	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED

Line	Item #	Qty	Item Description/Comments
348	84511100	1	BODY ELECTRICAL DESCRIPTION
349	84520000	1	BACK UP ALARM, ECCO SA917
350	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
351	85110100	1	ICC LIGHTS, LED
352	85130100	1	MARKER LIGHTS, BRITAX, FLEXIBLE, LED, PAIR, ON SIDES OF BODY, REAR CORNERS
353	85510205	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
354	85710055	1	UNDERCARRIAGE GROUND LIGHTS, AMDOR LUMABAR H2O LED (TANDEM)
355	85730050	10	ADDITIONAL GROUND LIGHT, AMDOR LUMABAR H2O LED (10)
356	85730100	1	UNDERCARRIAGE GROUND LIGHTS, INDEPENDENT SWITCH
357	86528999	1	DELETE REAR WORK LIGHTS
358	86590888	1	~UPGRADE SCENELIGHTS
359	86600105	1	OPTICAL WARNING SYSTEM, UPPER (SPH100)
360	86610230	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 81" LED LIGHT BAR, F4N1QLED, 20 MODULES
361	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
362	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
363	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
364	86810200	1	UPPER WARNING LIGHTS, ZONE C (REAR PLATFORM), WHELEN M6 LED, M6* (QTY 1)
365	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
366	87100105	1	OPTICAL WARNING SYSTEM, LOWER (SPH100)
367	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
368	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
369	87210220	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 4)
370	87812140	1	LOWER, ZONE B - MOUNTING LOCATION (SL100, SLR108, SPH100)
371	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
372	87410220	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 4)
373	87814140	1	LOWER, ZONE D - MOUNTING LOCATION (SL100, SLR108, SPH100)

Line	Item #	Qty	Item Description/Comments
374	87590888	1	~UPGRADE WARNING LIGHTS
375	87037238	1	ADDITIONAL LIGHTBARS, WHELEN MINI FREEDOM IV 21" LED LIGHT BARS, F4NMINI (PAIR)
376	87537734	2	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (2)
377	87537738	4	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI*(PAIR) (4)
378	88391200	2	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW (2)
379	86537816	2	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (2)
380	88399940	6	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (6)
381	10310320	1	GENERATOR & ACCESSORIES
GENERATOR & ACCESSORIES			
382	88230221	1	GENERATOR, SMART POWER, 10KW ER HYD, AERIALS
383	88250415	1	CIRCUIT BREAKER PANEL, EATON NEMA 3R
384	88251120	1	BREAKER PANEL, STD LOCATION (L2)
385	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100
386	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
387	88433040	1	MOUNTING OF ELEC CORD REEL IN OFFICER'S SIDE AREA, REAR OF OUTRIGGER COMPT
388	88390630	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V, AT TURNTABLE (2)
389	88390632	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V, IN PLATFORM (2)
390	88390661	1	SCENE LIGHT, WHELEN PIONEER PCPSM1A*, LED, SURFACE MOUNT, 120V, FACE OF PLATFORM (1)
391	88390664	1	SCENE LIGHT, WHELEN PIONEER PCPSM2A*, LED, SURFACE MOUNT, 120V, UNDER PLATFORM (1)
392	10310400	1	AERIAL
AERIAL			
393	10040610	1	MODEL SPH100, AERIAL COMPONENTS
394	94020236	1	AERIAL TOWER ASSEMBLY, SPH100
395	94020315	1	TURNTABLE ACCESS, LOWER LEFT, FIXED STEPS
396	94020320	1	FIXED STEP UNDER TURNTABLE ACCESS STEP
397	94020340	1	TURNTABLE ACCESS, UPPER LEFT, LADDER

Line	Item #	Qty	Item Description/Comments
398	94020360	1	TURNTABLE ACCESS, UPPER RIGHT, FOLDING STEPS
399	94020380	1	TURNTABLE STORAGE BOX, OFFICER'S SIDE
400	94020250	1	INTERLOCK SYSTEM
401	94020260	1	ROTATION LIMITING SYSTEM & SMART BOOM WARNING SYSTEM
402	94020265	1	ROTATION LIMITING ALARM , FLOYD BELL US-09-515-S
403	94020272	1	HYDRAULIC SYSTEM - SPH100
404	94020900	1	12 VOLT AUXILIARY HYDRAULIC POWER
405	94020286	1	PEDESTAL CONTROLS, PROPORTIONAL TYPE, SPH100
406	94021212	1	BOOM ASSEMBLY - SPH100
407	94020465	1	AERIAL SPOT LIGHTS – (2) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)
408	94021326	1	LADDER SPH 100 HIGH RAIL, LOW PROFILE AT TURNTABLE - CABLE TRACK
409	94020490	1	LADDER LIGHTING SYSTEM, FIRETECH FT-WL-2000-S-B, LED (SP95, 100, 110, SPH)
410	94021337	1	HYDRAULIC CYLINDERS - SPH 100
411	94021344	1	AERIAL TOWER WATERWAY - 110 & SPH 100
412	94021027	1	OUTRIGGER GROUND JACKS, MANUAL CONTROL, SPH100
413	94021050	1	OUTRIGGERS, PINS
414	94021090	1	AERIAL JACKS ALARM, ECCO DT500
415	94021062	1	OUTRIGGER SPOT LIGHTS, FIRETECH WL-2000-F-B, LED
416	94021110	1	OUTRIGGER DISPLAY PANEL COVER, CLEAR PLEXIGLASS
417	94021160	1	OFFICER'S SIDE AREA, REAR OF OUTRIGGER, CORD REEL COMPARTMENT W/SINGLE HINGED DOOR
418	93910012	1	JACK PADS, BLACK - SPH100, SL100
419	94021340	1	OPERATIONAL TEST - AERIAL PLATFORMS
420	94040052	1	LADDER TEST, THIRD PARTY TESTING
421	94210016	1	4-DOOR PLATFORM, SPH
422	94210145	1	PLATFORM DOOR SKIN, FORWARD FACING, DIAMONDPLATE (SPH)
423	94210156	1	PLATFORM DOOR SKIN, REARWARD FACING, SMOOTH ALUMINUM (SPH)

Line	Item #	Qty	Item Description/Comments
424	94210014	1	PLATFORM ACCESS LADDER
425	94210318	1	PLATFORM BOOM CONTROLS, PROPORTIONAL TYPE, SPH/SPI112
426	94210342	1	PLATFORM CONTROL COVER, DIAMONDPLATE
427	94210280	1	DELETE PLATFORM SPOT LIGHT
428	94210295	1	MARKER LIGHTS, BRITAX FLEXIBLE, LED, PAIR, ON SIDES OF YOKE
429	94210350	1	120 VOLT OUTLET IN PLATFORM
430	94210802	1	75 GPM WATER CURTAIN FOR SPH 100 or SPI112
431	94210705	1	YOKE OUTLETS - SPH100
432	94210512	1	MONITOR, DS AKRON 3482 STREAM MASTER2, ELECTRIC, 1250 GPM W/AKRON 5177 ELECTRIC NOZZLE
433	94210511	1	MONITOR, OS, AKRON 3481 STREAM MASTER2 , MANUAL 1250 GPM
434	94210675	1	NOZZLE, OS, AKRON 2499 & 3488 PIPE
435	94210997	1	INTERCOM SYSTEM, FRC ACT 2-STATION
436	94211160	1	DELETE BREATHING AIR SYSTEM
437	94210017	1	PARAPET LADDER, SPH100
438	94295001	1	SINGLE LIFTING EYE, 800 LB.
439	10310410	1	PAINT & FINISH
PAINT & FINISH			
440	90010030	1	STAINLESS PAINT SCHEME - CORP AERIALS
441	90030007	1	TWO TONE CAB
442	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
443	90030159	1	PAINT FRAME RAILS, FUEL BEAM, BODY REAR DROP & LOWER AERIAL COMPONENTS - BLACK (TANDEM)
444	90030190	1	TEXTURED FRAME RAIL COATING
445	90030032	1	PAINT, TURNTABLE, SIDE PLATES & LIFT CYLINDER OTHER THAN SILVER
446	90030034	1	PAINT, LADDER SHEAVE BEAMS, EXT CYLINDER & YOKE OTHER THAN SILVER
447	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
448	90510000	1	3" LETTERING, 22K UP TO 40
449	90600220	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE

Line	Item #	Qty	Item Description/Comments
450	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
451	90610210	1	6" SCOTCHLITE STRIPE AROUND TRUCK (TANDEM)
452	90630405	1	MITER EDGED "Z" STRIPE
453	90630110	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (TANDEM) (2)
454	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
455	90684220	1	CHEVRON STRIPING, LADDER ENCLOSURE INTERIOR DOOR, REFLEXITE
456	90681120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE (Aerial Platforms)
457	90681420	1	CHEVRON STRIPING, REAR PLATFORM OUTBOARD, REFLEXITE
458	90710075	1	BOOM SIGN, APPROX 88" X 26"
459	90720120	1	10" LETTERING FOR BOOM SIGN
460	10310420	1	EQUIPMENT
EQUIPMENT			
461	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
462	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
463	89050100	1	PIKE POLE STORAGE TUBES, (3) EA SIDE
464	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
465	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
466	99031195	1	DEALER DELIVERY
467	99520210	1	WARRANTY, ONE YEAR - AERIALS (DUBLIN)
468	99521100	1	WARRANTY, FRAME, LIFETIME
469	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
470	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
471	99521400	1	WARRANTY, PAINT, 10 YR.
472	99521500	1	WARRANTY, AERIAL MECHANICAL, 2 YR.
473	99521600	1	WARRANTY, AERIAL STRUCTURAL, 30 YR.
474	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

Line	Item #	Qty	Item Description/Comments
DEALER SUPPLIED			
475	PDB001096	1	DEALER SUPPLIED - SHELVING & TRAY ALLOWANCE
476	PDB001112	1	DEALER SUPPLIED - STREAMLIGHT SURVIVOR (QTY:4)
477	PDB001111	1	DEALER SUPPLIED - STREAMLIGHT BANK CHARGER
478	PDB001404	1	DEALER SUPPLIED - MOUNT CUSTOMER SUPPLIED RADIO (SINGLE HEAD)
479	Other	1	DEALER SUPPLIED - OTHER - MOUNT KNOX BOX
480	PDB001532	1	DEALER SUPPLIED - ROLL-UP DOOR DRIP PAN/GUARD (NO DRAIN) (8)
481	Other	1	DEALER SUPPLIED - OTHER - WIRELESS INTERCOM SYSTEM



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/19/2024

Agenda Item: 707 Valley Drive, 705 Valley Drive, 704 South Thornton Avenue Temporary Construction Easements

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget -----

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

This request is to authorize the temporary construction easements to complete the scope of work within properties residing along the Valley Drive Channel Stabilization Project area. Properties within the agenda request include 707 & 705 Valley Drive, and 704 South Thornton Avenue.

The completion time for each property varies based upon the scope of improvements being performed at each respective location.

See attached easements for additional information.

TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the “Agreement”) is made this 5 day of August, 2024 (the “Effective Date”), by and between **C. Bruce Jennings and Gaile R. Jennings**, (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property near to or adjacent to the Property being used as a city street or right-of-way and more particularly described as part of the **Ridge Street Stormwater Drainage Area** per engineering study of Grantee (the “City Project”); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for herself/himself and on behalf of her/his heirs, legal representations, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed by February 1st, 2025 or earlier. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of the date of execution through February 1st, 2025. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related events as soon as reasonably

possible. The parties shall reasonably cooperate to complete the Construction Project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to remove trees as necessary to perform scope of work;
- (c) the right to construct a new stormwater conveyance system spanning parallel of the northern property line, and connecting to the stream bank restoration spanning parallel along the easterly property line.
- (d) the right to perform a stream bank restoration on the stream located at the Eastern portion of the parcel.
- (e) the right to remove and dispose of existing shed located on the northeastern corner of the property.
- (f) the right to remove and dispose of any landscape debris residing within the limits of the Temporary Construction Easement unless specified otherwise within the 'Conditions and Obligations of Construction Easement Use'.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

- (c) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be performed in a manner to mitigate any potential impacts towards root systems of trees that are to remain on the property.
- (d) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be performed in a manner that minimizes disturbance and demolition of landscape vegetation within the working area specified within this Temporary Construction Easement.
- (e) Grantee shall remove all debris that resides within the
- (f) Grantee shall construct a temporary fence as needed on the easement area for the purpose of containing Grantor's dog away from the construction area. Grantee shall remove said fence, and restore in-kind Grantor's permanent fencing where disturbed prior to the end of the term set forth in Paragraph 2.
- (g) Grantee shall, prior to the end of the term set forth in Paragraph 2, remove the shed from the property indicated on Exhibit "B".

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Grantee herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.
- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public or for any general public use.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.

9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of

the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the Grantor and Grantee.

11. **Time of Essence.** Time is of the essence with respect to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

T. Graham Sheppard
Unofficial Witness

Grantor:

C. Bruce Jennings
C. Bruce Jennings

Gaile R. Jennings
Gaile R. Jennings

Tosha Haynes
Notary Public

My Commission Expires: 04-03-2026

Acceptance of Grantee:

CITY OF DALTON

Authorized Officer

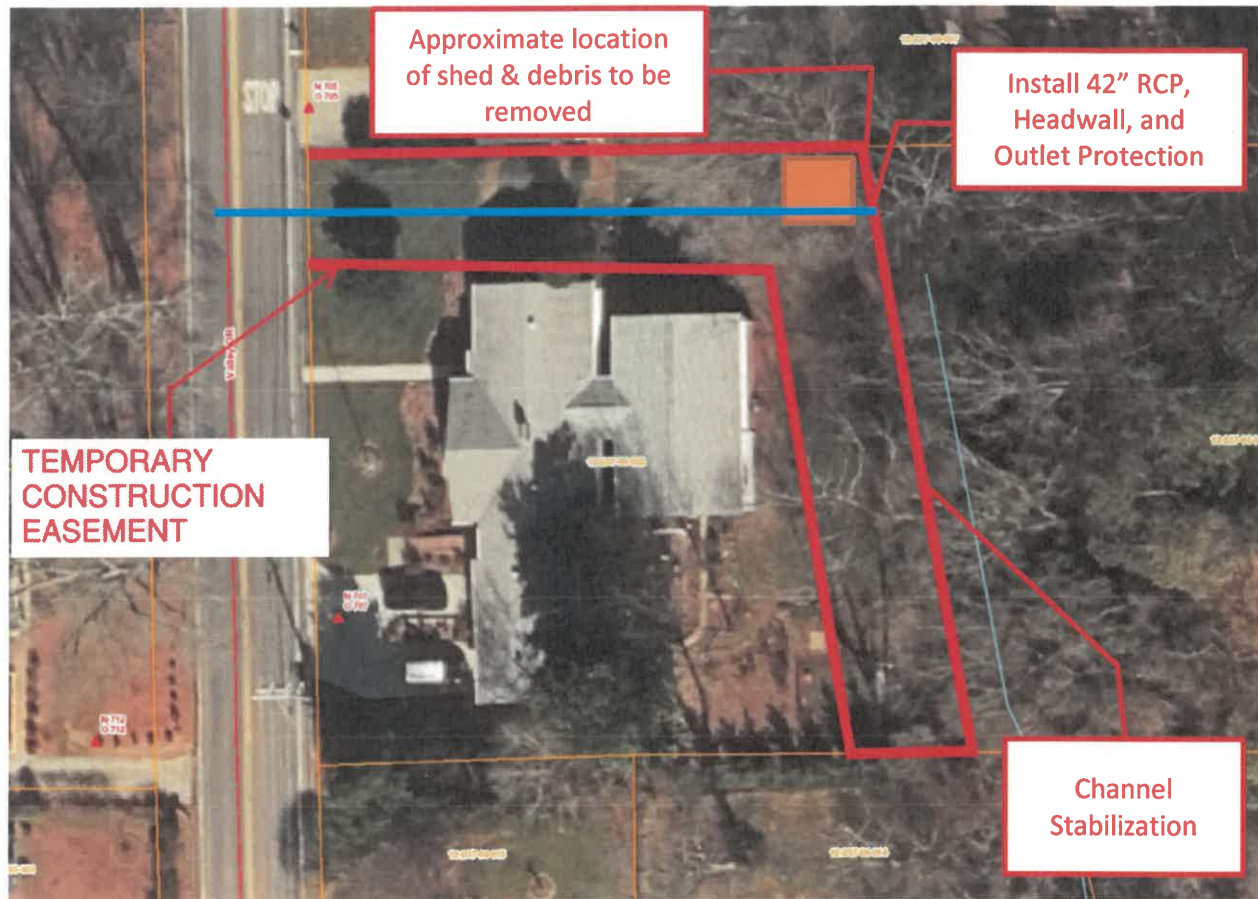


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 237 of the 12th District and 3rd Section of Whitfield County, Georgia, as per a plat prepared by Norman B. DeLoach, Georgia Registered Land Surveyor No. 1347, dated June 26, 1998, and being more particularly described as follows:

BEGINNING at a point on the east right-of-way of Valley Drive (50' r/w), which point is located 144.07 feet north along the east right-of-way of Valley Drive from its intersection with the north right-of-way of Walnut Avenue; thence north 01 degrees 22 minutes 22 seconds west 156.59 feet to a point; thence north 89 degrees 13 minutes 46 second east 135.17 feet to a point; thence along the west bank of a ditch the following courses and distances: south 09 degrees 46 minutes 41 seconds east 62.04 feet; south 11 degrees 22 minutes 53 seconds east 99.17 feet to a point; thence north 90 degrees 00 minutes west 161.52 feet to the POINT OF BEGINNING.

EXHIBIT "B"



TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 1 day of August, 20 24 (the "Effective Date"), by and between AKC Rentals, LLC, (hereinafter "Grantor"), and the City of Dalton, Georgia, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Thornton Avenue** (the "City Property"); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for herself/himself and on behalf of her/his heirs, legal representations, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed by the end of fiscal year 2023 or earlier. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of the date of execution through December 31st, 2023. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon

as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to perform necessary work in order to prepare for installation of an in-situ pipe lining on an existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe located at 705 Valley Dr.;
- (d) the right to remove trees as necessary to perform scope of work;
- (e) the right to perform a stream bank restoration on the stream located at the Western portion of the parcel.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Grantee herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the

negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public or for any general public use.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.

9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the Grantor and Grantee.

11. **Time of Essence.** Time is of the essence with respect to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:
AKC HOLDINGS, LLLP

T. Gibson Shepherd
Unofficial Witness

Aut Kinard
managing partner

Tosha Haynes
Notary Public

My Commission Expires: 04-03-2026

Acceptance of Grantee:

CITY OF DALTON



Authorized Officer

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 237 of the 12th District and 3rd Section of Whitfield County, Georgia, and beginning at a point on the east right of way of Valley Drive, which point is located 168.5 feet north of the intersection of the north curb of Walnut Avenue and the east curb of Valley Drive (formerly known as Jones Street); thence running north along the east right of way of Valley Drive a distance of 156.5 feet, more or less, to the property line of J. Pleas Smith, Jr.; thence running east along the south line of the property of J. Pleas Smith, Jr., a distance of 300.0 feet, more or less; thence south a distance of 164.5 feet, more or less, along the west line of the property now or formerly owned by Mrs. Fannie B. McCarty and the property of Mrs. Kate Spann Wink to the property of J. P. Herndon; thence west along the north line of the property J. P. Herndon and others, a distance of 300.0 feet, more or less, to the point of beginning.

LESS AND EXCEPT that portion conveyed to G. Bruce Jennings and Gaile R. Jennings in that certain Warranty Deed from Robert W. Kinard to G. Bruce Jennings and Gaile R. Jennings dated August 28, 1998, recorded in Deed Book 3023 Page 336, Whitfield County, Georgia Land Records.

EXHIBIT "B"



TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 1 day of August, 2024 (the "Effective Date"), by and between **Kindard Development, Inc.**, (hereinafter "Grantor"), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Thornton Avenue** (the "City Property"); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for herself/himself and on behalf of her/his heirs, legal representations, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed by the end of fiscal year 2023 or earlier. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of the date of execution through December 31st, 2023. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon

as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to perform necessary work in order to prepare for installation of an in-situ pipe lining on an existing storm drain pipe located off property;
- (c) the right to remove trees as necessary to perform scope of work;
- (d) the right to perform a stream bank restoration on the stream located at the Western portion of the parcel.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Grantee herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

(b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public or for any general public use.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.

9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the Grantor and Grantee.

11. **Time of Essence.** Time is of the essence with respect to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:
KINDARD DEVELOPMENT, INC.

T. Garrison Shepherd

Unofficial Witness

Duff Kinard

Tosha Haynes

Notary Public

My Commission Expires: 04-03-2026

Acceptance of Grantee:

CITY OF DALTON



Authorized Officer

EXHIBIT "A"

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-237-06-013
 Reelkey 21704
 Property Record Card [Click Here](#)
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name KINARD DEVELOPMENT INC
 Owner Address 704 S THORNTON AVE
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30720
 Latitude
 Longitude

Parcel Address

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

Current Fair Market Value Information

Previous 48300
 Current 48300
 Land 48300
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Property Information

Class Commercial
 Strata Lot
 Tax District City of Dalton
 Neighborhood
 Legal Description TRACTS 3 & 4 (C-326)
 Total Acres 0.54
 Zoning See GIS Map
 GMD/Map Number
 Subdivision
 Subdivision Phase
 Subdivision Section 0000
 Subdivision Block
 Subdivision Lot
 Comments

Historical Fair Market Value Information

2019 48300
 2018 48300
 2017 48300

Exemption Information

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

Appeals Information

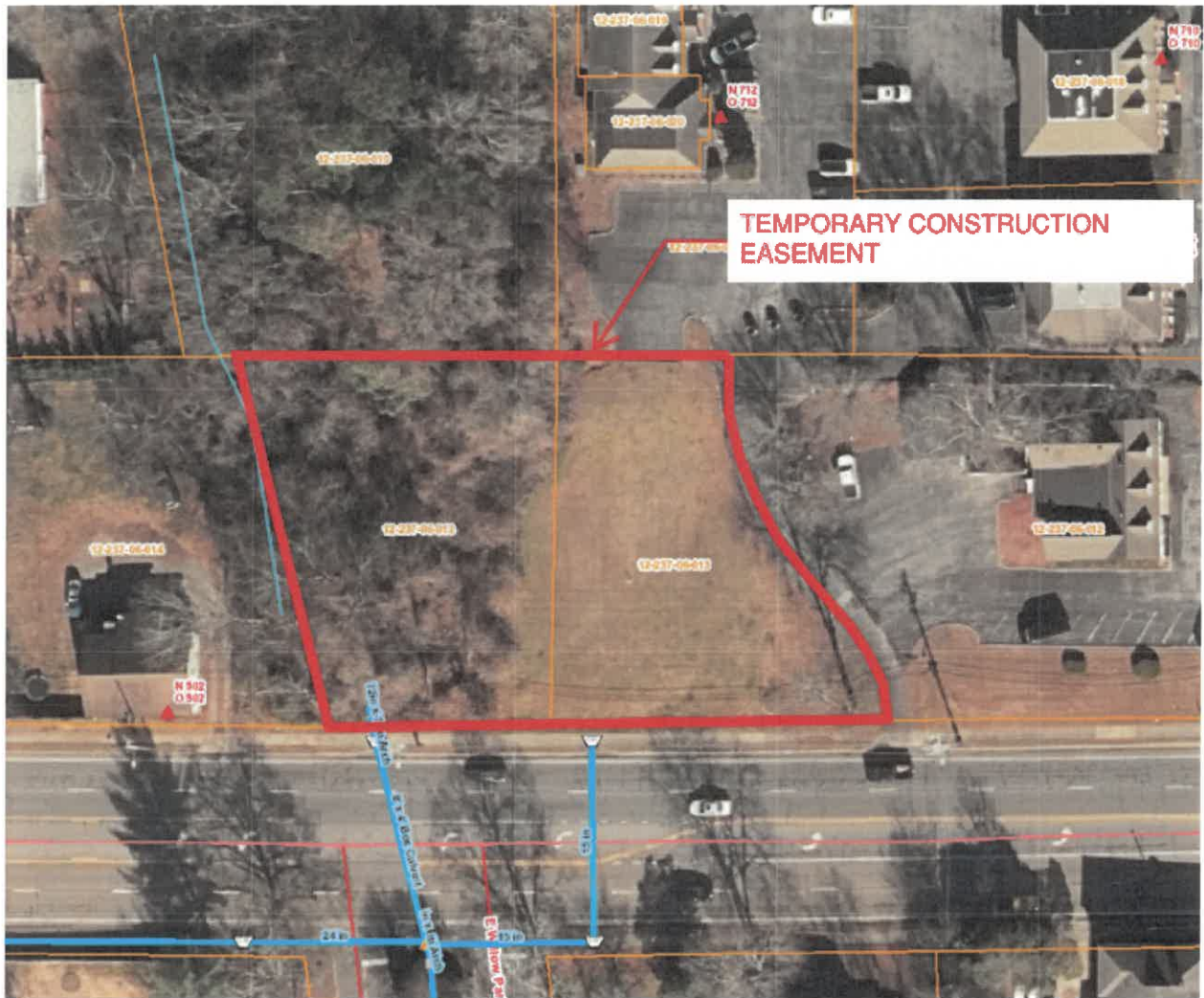
Appeal Year 2011
 Appeal Status Resolved

GIS Quickmap



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

EXHIBIT "B"



[Space above this line for recording data.]

Please Record and Return To:

Jonathan Bledsoe
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (this "Agreement") made this 14 day of August, 2024, between **Jack Joseph Hitchens and Courtney King Hitchens**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit "A," attached hereto and made a part hereof by reference (the "Servient Property"); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **Valley Drive** (the "City Property"); and

WHEREAS, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures located on the Servient Property (collectively the "Municipal Storm Sewer") and being located on that certain portion of the Servient Property more particularly described as the "Construction Easement" on the depiction attached hereto as Exhibit "B," attached hereto and made a part hereof by reference (the "Storm Drainage Easement"); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement

shall cease;

NOW THEREFORE, 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, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Temporary Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the "Construction Project"). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twelve (12) months from the date of this Agreement or completion of the Construction Project ("Term").
3. *Extension of Term of Construction Easement.* The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Temporary Construction Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Temporary Construction Easement or Storm Drainage Easement, which removal is necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Temporary Construction Easement or Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer, Temporary Construction Easement, or Storm Drainage Easement.
5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Temporary Construction Easement.
6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and

shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses to said jurisdiction and venue.

8. *Severability*. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. *Time of Essence*. Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement*. This Agreement and any permanent Storm Drainage Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the permanent Storm Drainage Easement, the terms of the permanent Storm Drainage Easement shall control.

11. *Successors and Assigns*. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

12. *Counterparts*. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

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

Signed, sealed and delivered
In the presence of:


Unofficial Witness


Notary Public
My commission expires: 04-03-2026

[Notarial Seal]



GRANTOR:

 (Seal)
Jack Joseph Hitchens
 (Seal)
Courtney King Hitchens

RECEIPT ACKNOWLEDGED BY:

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public
My commission expires:
[Notarial Seal]

GRANTEE:

City of Dalton, Georgia

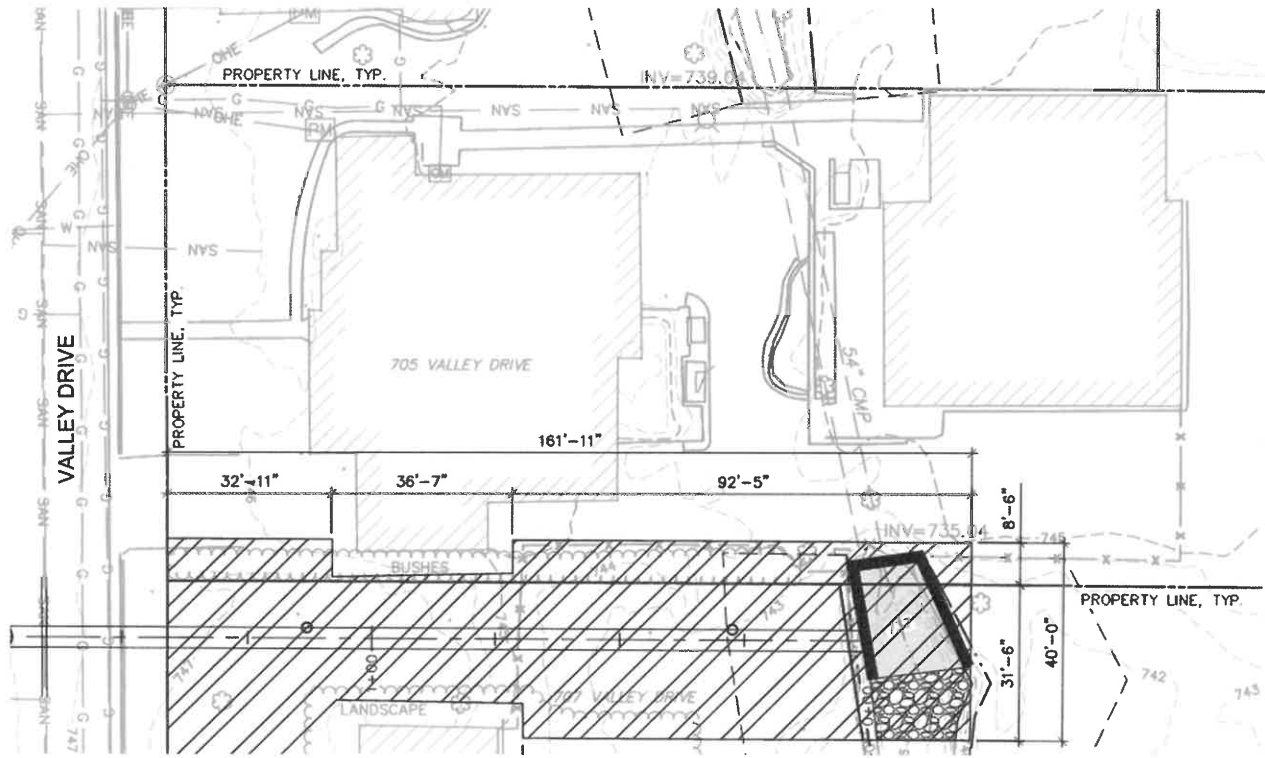
By _____
Title:

EXHIBIT "A"

A certain tract or parcel of land lying and being in The City of Dalton, 12th District and 3rd Section of Whitfield County, Georgia, fronting 100 feet, more or less, on the east side of the right-of-way of Valley Drive and being the west part of what was formerly known as the J. J. Duane Homeplace and being that identical property heretofore conveyed to J. Pleas Smith, Jr. by the Executors of Pearl Duane Smith, by deed dated July 8, 1948, as recorded in Deed Book 53, page 138 of the Deed Records of Whitfield County, Georgia, (LESS AND EXCEPT that property subsequently conveyed by J. Pleas Smith, Jr. to J. Pleas Smith, Sr., dated July 8, 1948 as recorded in Deed Book 53, pages 95-96 of the Deed Records of Whitfield County, Georgia,) PLUS that property conveyed by Warranty Deed of Exie Jane C. Smith to J. Pleas Smith, Jr. on January 12, 1968, as recorded in Deed Book 224, page 61 of the Deed Records of Whitfield County, Georgia, reference to which is herein made to all of the aforesaid Deeds with the property herein conveyed, being more particularly described as follows, to-wit:

BEGINNING at a point on the east side of the right-of-way of Valley Drive located 600 feet south of the right-of-way of the west side of Thornton Avenue and being the northwest corner of the property of Conner and further identified as the southwest corner of that property heretofore deeded to J. Pleas Smith, Jr. by the aforesaid deed referred to above, dated July 8, 1948, as recorded in Deed Book 53, page 138 of the Deed Records of Whitfield County, Georgia; thence running north along the east side of the right-of-way of Valley Drive, 100 feet, more or less, to the northwest corner of that property referred to in Deed Book 53, page 138; thence running east 250 feet; thence running south 100 feet, more or less; thence running west 250 feet to the point of beginning plus a part of City Lot No. 10 (which said lot is also designated as 706 South Thornton Avenue) and being 53 feet, more or less, off of the west end of that portion of the property heretofore referred to above in Deed Book 53, pages 95-96 and being more particularly described as beginning at the northeast corner of the J. Pleas Smith, Jr. Homeplace described above; thence running east along the north line of said Lot, 53 feet, more or less, to an iron stake which is 3 feet east of where a wire dog fence is now or previously located; thence south parallel to said wire dog fence to an iron stake on the south line of said lot; thence west along the south line of said lot to the east line of the J. Pleas Smith, Jr. Homeplace as aforesaid; thence north along the east line of said Homeplace lot to the point of beginning with said additional property herein described as being that property described in Deed Book 224, page 61 of the Deed Records of Whitfield County, Georgia, reference to which is herein made.

EXHIBIT "B"





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-19-24

Agenda Item: JDRC Change Order #1

Department: Administration

Requested By: Andrew Parker

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

Cost: \$134,174

**Funding Source if Not
in Budget**

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

Change Order No. One (1) includes addition of a water quality unit and sediment traps required for permitting by local stormwater management as well as additional sitework and drainage materials to address existing conditions. Change Order also includes electrical and HVAC modifications to address low voltage equipment relocations, HVAC equipment changes and addition of bi-polar ionization units.



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Renovations & Additions to the
John Davis Recreation Center
Civic Drive, Dalton, GA 30720

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: July 8, 2024

Date: August 15, 2024

OWNER: *(Name and address)*
City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205

ARCHITECT: *(Name and address)*
Gregg Sims, Architect
P.O. Box 219
Dalton, GA 30722-0219

CONTRACTOR: *(Name and address)*
Felker Construction Co., Inc.
P.O. Box 1647
Dalton, GA 30722-1647

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached.

The original Contract Sum was	\$	11,643,333.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	11,643,333.00
The Contract Sum will be increased by this Change Order in the amount of	\$	134,174.00
The new Contract Sum including this Change Order will be	\$	11,777,507.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be August 31, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gregg Sims, Architect

ARCHITECT *(Firm name)*



SIGNATURE

Gregg Sims, Principal
PRINTED NAME AND TITLE

August 15, 2024

DATE

Felker Construction Co., Inc.

CONTRACTOR *(Firm name)*



SIGNATURE

Nathan Felker, Vice President
PRINTED NAME AND TITLE

DATE

DATE

City of Dalton

OWNER *(Firm name)*



SIGNATURE

Annalee Harlan Sams, Mayor
PRINTED NAME AND TITLE

DATE

DATE

CHANGE ORDER PROPOSAL

PROJECT NAME: John Davis Rec Center C/O PROPOSAL # 1

CONTRACTOR: Felker Construction Co., Inc.

PROPOSAL DATE: 8/14/24

NARRATIVE: Copies of the Subcontractors Change Orders have been attached.

CERTIFICATION

I do solemnly swear, under criminal penalty of a felony for false statement subject to punishment by not less than one year nor more than twenty years of penal servitude that the costs shown herein above do not exceed current costs for like services or materials and the quantities shown do not exceed actual requirements.

Detailed Cost Breakdown

Item	Quantity	Units	Labor Cost	Subcontractor Cost	Material Unit Cost	Material Cost	Total Cost Dollars
Lock's Dozing				\$67,800.00			\$67,800.00
Lock's Dozing				\$5,700.00			\$5,700.00
Lock's Dozing				\$24,720.00			\$24,720.00
ICS PCO#1				\$4,191.70			\$4,191.70
ICS PCO#2				\$1,303.48			\$1,303.48
Cherokee Mechanical				\$20,520.00			\$20,520.00
							\$0.00
Sub-total							\$124,235.18
Sales Tax							
Mark Up						8.0%	\$9,939
						TOTAL	\$134,174

FELKER CONSTRUCTION CO., INC.

Nathan Felker



Serving Northwest Georgia
Since 1983

Lock's Dozing Inc.

2856 Old Grade Rd.

Dalton, GA 30721

706-226-6650

Fax 226-6215

PROPOSAL

DATE	PROPOSAL NO.
6/3/2024	2518

NAME / ADDRESS

Felker Construction Inc.
P.O. Box 1647
Dalton, Ga. 30722

Cell No.
706-463-1272

PROJECT

DESCRIPTION	QTY	COST	TOTAL
John Davis Recreation Center- Dalton, Georgia Change Order # 1 - Addendum 5 Modifications			
SOIL EROSION			
Additional Inlet Sediment Trap (Sd2-F)	5	800.00	4,000.00
Additional Curb Inlet Sediment Trap (Sd2-P)	6	300.00	1,800.00
STORM WATER			
- Demo Concrete Sidewalk and Remove From Site	1	62,000.00	62,000.00
- Supply and Install 5' HydroInternational First Defense Water Quality Unit			

Thank you for your business.

TOTAL

\$67,800.00

* ANY UNSTABLE SOIL OR SHOT/DUG ROCK ENCOUNTERED WILL BE REMOVED AT OWNERS EXPENCE. CONTRACTOR RESERVES RIGHT TO RENEGOTIATE THIS PRICE.*SUBGRADE IS WITHIN +/-0.1 FT * NO TESTING, EROSION MONITORING,PERMITS, ENGINEERING OR LAYOUT FEES INCLUDED.* NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT MARKED BY GA 811 * PAYMENT IS EXPECTED BY 10 TH OF THE MONTH. AFTER 30 DAYS 1.5%INTEREST WILL APPLY.



Lock's Dozing Inc.
2856 Old Grade Rd.
Dalton, GA 30721
706-226-6650
Fax 226-6215

CHANGE ORDER

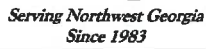
DATE	PROPOSAL NO.
8/7/2024	2530

NAME / ADDRESS
City of Dalton

Cell No.	PROJECT
706-463-1272	CCO # 3- South Roof Drain Modific...

DESCRIPTION	QTY	COST	TOTAL
John Davis Recreation Center CCO # 3- South Roof Drain Modification			
Supply and Install 240' of 6" HDPE	240	67.50	16,200.00
Supply and Install 60' of 4" HDPE	60	65.00	3,900.00
Supply and Install Fittings	1	1,200.00	1,200.00
Supply and Install 60 Tons of 57 Stone for Pipe Backfill (Top of Pipe Only)	60	57.00	3,420.00
Thank you for your business.		TOTAL	\$24,720.00

Payment is expected by 10 th of the month. After 30 days 1.5% interest per month will apply.



Fax 226-6215

DATE	PROPOSAL NO.
7/17/2024	2527

NAME / ADDRESS
City of Dalton

Cell No. 706-463-1272	PROJECT
	CCO # 2- NE Drain Modification

DESCRIPTION	QTY	COST	TOTAL
John Davis Recreation Center Change Order # 2 - NE Drain Modification			
Excavate Existing Pipeline Until Acceptable Elevation is Reached	1	1,900.00	1,900.00
Regrade Existing Ditch Line to New Grade			
Supply and Install 20' of 8" PVC And Fittings	1	1,800.00	1,800.00
Supply and Install 57 Stone Backfill with GAB Cap For Future Patching By Others	1	2,000.00	2,000.00
			\$5,700.00
Thank you for your business.	TOTAL		

INDUSTRIAL CONTROL SYSTEMS, INC.
P.O. BOX 2277
DALTON, GEORGIA 30722

TELEPHONE NO: 706-259-5900

FAX NO. 706-259-3400

TO: FELKER CONSTRUCTION _____

ATTN: NATHAN FELKER _____

FROM: JEFF BOWMAN _____ ICS PCO # 1

DATE: 7-15-24 _____

SUBJECT: **JOHN DAVIS REC CENTER**

POST BID ADDENDUM # 5

ADDED MATERIAL & LABOR \$6,991.45

DEDUCTS MATERIAL & LABOR..... - (\$2799.75)

TOTAL \$4191.70

Please issue a change order & notice to proceed for the amount above

[illegible]

LABOR		30.00			1357.50	
LABOR BURDEN		0.38			515.85	
SALES TAX		0.07			275.17	
SUB TOTAL					6,079.52	
PROFIT & OVERHEAD		0.15			911.93	
SUB TOTAL					6,991.45	
BOND		0			-	
NET TOTAL					6,991.45	

DATE: 7-15-24 PRICE PER EACH
JOB WORK UP SHEET
PREPARED FOR: JOHN DAVIS REC ICS PCO # 1 D

[illegible]

LABOR		30.00		-186.00	
LABOR BURDEN		0.38		-70.68	
SALES TAX		0.07		-166.369	
SUB TOTAL				(2,799.75)	
PROFIT & OVERHEAD				-	
SUB TOTAL				(2,799.75)	
BOND		0		-	
NET TOTAL				(2,799.75)	

INDUSTRIAL CONTROL SYSTEMS, INC.
P.O. BOX 2277
DALTON, GEORGIA 30722

TELEPHONE NO: 706-259-5900

FAX NO. 706-259-3400

TO: FELKER CONSTRUCTION _____

ATTN: NATHAN FELKER _____

FROM: JEFF BOWMAN _____ ICS PCO # 2

DATE: 8-15-24 _____

SUBJECT: **JOHN DAVIS REC CENTER**

POST PROPOSAL ADDENDUM # 006

ADDS.....	\$3,609.82
DEDUCTS.....	\$2,306.34
TOTAL DIFFERENCE.....	\$1,303.48

Please issue a change order & notice to proceed for the amount above

DESCRIPTION	HVAC ELECTRICAL CHANGES POST BID ADD # 6
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PRICE PER EACH
JOB WORK UP SHEET
ICS PCO # 2 ADD

DESCRIPTION						POST BID ADD # 6		SHEET			
ITEM	PER/EACH	QTY	DESCRIPTION	REMARKS	PER/EACH COST	TOTAL COST	UNIT HOURS	TOTAL HOURS			
AHU-1&2	2	110/2 BREAKER			505.39	1,010.78	0	0.00			
	1	DUEL BREAKER STRAP KIT			168.71	168.71	0	0.00			
	120	# 2 WIRE			2.00	240.00	0.014	1.68			
	60	# 6 WIRE			0.83	49.80	0.008	0.48			
	60	1 1/4" EMT			2.62	157.20	0.01	0.60			
	14	1 1/4" EMT FITTINGS			1.56	21.84	0	0.00			
						0.00	0	0.00			
HP-1&2	2	30/2 BREAKER			72.68	145.36		0.00			
	300	#10 WIRE			0.28	84.00	0.005	1.50			
	2	30/2 FUSED DISCONNECT			258.00	516.00	1.5	3.00			
	4	25 AMP FUSES			3.80	15.20	0	0.00			
						0.00	0	0.00			
RTU-2.6	1	30/2 BREAKER			72.68	72.68	0	0.00			
	240	#10 WIRE			0.28	67.20	0.005	1.20			
						0.00	0	0.00			
						0.00	0	0.00			
						0.00	0	0.00			
						0.00	0	0.00			
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					-	0.00	0	0.00			
					-	0.00	0	0.00			
					-	0.00	0	0.00			
TOTALS						2548.77		8.46			

176

8-15-24

JOB WORK UP SHEET

ICS PCO # 2 DEDUCTS

POST BID ADD # 6

SHEET

TOTALS					1401.12			11.28	
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LABOR		30.00			338.40	
LABOR BURDEN		0.38			128.59	
SALES TAX		0.07			98.0784	
SUB TOTAL					1,966.19	
PROFIT & OVERHEAD		0.15			294.93	
SUB TOTAL					2,261.12	
BOND		0.02			45.22	
NET TOTAL					2,306.34	

Nathan Felker

From: Bryant White <bw1522@aol.com>
Sent: Thursday, August 15, 2024 3:06 PM
To: Nathan Felker
Subject: JDRC- PP Addendum- PRICING

Adding 13 Global Plasma Solutions bi-polar ionization units:
Material: \$18,120.00
Labor: \$2,400.00
Total: \$20,520.00

No add for any of the duct, diffuser relocation, airflow changes.

Thanks,

Bryant L. White
Cherokee Mechanical Inc.
1220 US 41 N
Calhoun, GA 30701
706-629-1704
cell 770-548-9425