



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 21, 2023
6:00 PM
DALTON CITY HALL**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [1.](#) Constitution Week - September 17-23, 2023 - Dell Bailey & Kathryn Sellers, DAR

Minutes:

- [2.](#) Mayor & Council Meeting Minutes of August 7, 2023

New Business:

- [3.](#) (2) New 2023 Alcohol Beverage Applications
- [4.](#) To Certify the Application for Federal Funds under the HUD Continuum of Care Program is Consistent with the City's Consolidated Plan
- [5.](#) Demolition Agreement and Easement for 1301 W. Walnut Avenue
- [6.](#) Appointment of Debra Pourquoi as Alternate Member to the 2024 SPLOST Committee

Supplemental Business

Announcements:

- [7.](#) City offices will be closed Monday, September 4, 2023 for Labor Day. The next City Council Meeting will be held Tuesday, September 5, 2023.

Adjournment

PROCLAMATION



“CONSTITUTION WEEK” SEPTEMBER 17 - 23, 2023

WHEREAS, September 17, 2023 marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim the week of September 17 - 23, 2023 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 21, 2023

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 7, 2023

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of July 17, 2023. On the motion of Council member Farrow, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

RESOLUTION 23-16 - ENFORCEMENT ACTIONS AGAINST MANUFACTURERS AND RETAILERS OF ILLEGAL DISPOSABLE NICOTINE VAPOR PRODUCTS

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved Resolution 23-16 Urging the United States Food & Drug Administration to Prioritize and Increase Enforcement Actions Against Manufacturers and Retailers of Illegal Disposable Nicotine Vapor Products in Kid Friendly Flavors, And for Other Purposes. The vote was unanimous in favor.

RESOLUTION 23-17 PROPERTY DONATION FROM THE HUMANE SOCIETY OF NORTHWEST GEORGIA

The Mayor and Council reviewed Resolution 23-17 whereas the Humane Society of Northwest Georgia, Inc. is donating a tract or parcel of real estate to the City of Dalton. Parcel 12-179-02-124. On the motion of Council member Mock, second Council member Farrow, the Resolution was approved. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT FOR 911 MARKET STREET

The Mayor and Council reviewed the Demolition Agreement and Easement for 911 Market Street for the abandoned and dilapidated signage which is in violation of the City's Ordinance. On the motion of Council member Goodlett, second Council member Mock, the Agreement was approved. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT FOR 937 MARKET STREET

The Mayor and Council reviewed the Demolition Agreement and Easement for 937 Market Street for the abandoned and dilapidated signage which is in violation of the City's Ordinance. On the motion of Council member Mock, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

GEORGIA POWER DISTRIBUTION TREE TRIM / CLEARING EASEMENT REQUEST AT NOB NORTH GOLF COURSE

Recreation Director Caitlin Sharpe presented a request from Georgia Power to complete trimming of existing trees that impede within 20 feet of the power lines located at Nob North Golf Course. On the motion of Council member Mock, second Council member Farrow, the request was approved. The vote was unanimous in favor.

MILL LINE – CHANGE ORDER #1

Recreation Director Caitlin Sharpe presented Mill Line – Change Order #1 in the amount of \$12,987.12 to install a manhole inlet on an existing pipe along the Mill line path. On the motion of Council member Mock, second Council member Farrow, the Change Order was approved. The vote was unanimous in favor.

MILL LINE – CHANGE ORDER #2

Recreation Director Caitlin Sharpe presented Mill Line – Change Order #2 in the amount of \$327,723.55 to add soil cement to a pedestrian path to significantly enhance the path's durability, stability and longevity. On the motion of Council member Mock, second Council member Farrow, the Change Order was approved. The vote was unanimous in favor.

AGREEMENT WITH KRH ARCHITECTS, INC. FOR HERITAGE POINT PARK SYNTHETIC TURF INFIELD PROJECT

Recreation Director Caitlin Sharpe presented an Agreement with KRH Architects, Inc. for Heritage Point Park Synthetic Turf Infield Project to assist with the design of the project and aid the department through the procurement process to ensure the project is well executed. Sharpe stated the cost of this agreement is 6% of the Owners Budget for the Cost of the Work. A copy of this Agreement is a part of these minutes. On the motion of Council member Farrow, second Council member Mock, the Agreement was approved. The vote was unanimous in favor.

CORRECTIVE ACTION PLAN & PERMANENT DRAINAGE EASEMENT FOR 1000 E. LAKESHORE DRIVE

City Administrator Andrew Parker presented a Corrective Action Plan & Permanent Drainage Easement for 1000 E. Lakeshore Drive to alleviate flooding issues in this area. On the motion of Council member Goodlett, second Council member Mock, the Corrective Action Plan was approved. The vote was unanimous in favor.

Mayor and Council
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ADJOURNMENT

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

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/21/2023

Agenda Item: 2023 New Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(2) 2023 New Alcohol Beverage Applications

2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MONDAY AUGUST 21, 2023

(2) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: D. Donatelli, LLC
d/b/a: D. Donatelli, LLC
Applicant: Matthew Barrett
Business Address: 825 Chattanooga Ave. Suite 1
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: **New**

2. Business Owner: Kaylia Enterprise, LLC
d/b/a: AK Smoke & Vape Shop
Applicant: Sidra Hussain
Business Address: 908 S. Thornton Ave. Suite 1
License Type: Package Beer, Wine (Convenience Store)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 8-21-23
Agenda Item: Certification of Consistency Plan
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? NA
Cost: \$0

Funding Source if Not in Budget

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

To certify the application for federal funds under the HUD Continuum of Care Program is consistent with the City's Consolidated Plan. These funds will benefit DWCDC's Case Manager and Shelter Plus Care programs.

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Multiple Applicants (See Attachment)

Project Name: Multiple Projects (see Attachment)

Location of the Project: City of Dalton, Georgia

Name of
Certifying Jurisdiction: City of Dalton, Georgia

Certifying Official
of the Jurisdiction Name: David Pennington

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.). HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

**Certification of Consistency with the Consolidated Plan (attachment)
City of Dalton**

| <u>Applicant Name</u> | <u>Project Name</u> | <u>Location of the Project</u> | <u>Name of Federal Program to which applicant is applying</u> |
|--|-----------------------------|---------------------------------------|--|
| Dalton-Whitfield Community Development Corporation | PH SPC Case Manager | 1309 Georgian Pl. Dalton, GA 30720 | HUD Continuum of Care (CoC) Program - Renewal Application |
| Georgia Housing and Finance Authority (GHFA) | Dalton Whitfield CDC S+CR_C | 1309 Georgian Pl., Dalton, GA 30720 | HUD Continuum of Care (CoC) Program - Renewal Application |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 08/21/2023
Agenda Item: Demolition Agreement and Easement
Department: Code Compliance
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Demolition Agreement and Easement for abandoned and dilapidated signage located at 1301 W. Walnut Avenue.

Return To:
Terry L. Miller
Mitchell & Mitchell, P. C.
108 S. Thornton Ave.
P. O. Box 668
Dalton, GA 30722-0668

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Georgia, Whitfield County

DEMOLITION AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered, by and between the City of Dalton (“City”), a Georgia municipal corporation, and Mark Sexton (“Owner”), witness the following:

RECITALS

The City claims that the sign structure (shown by photo in Exhibit “B”), referred to herein as “the Sign” located at 1301 W. Walnut Ave Dalton, Georgia, with the following legal description:

[SEE EXHIBIT “A” ATTACHED]

Tax Parcel I. D. # 12-260 -15- 000

is abandoned and/or dilapidated (hereafter “the Property”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instanter because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the public’s health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

2. Consideration by City. The City, its agents and representatives agree to do the following:

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$300.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: 1301 W Walnut Ave
Dorhan, GA.

3. Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the City may reasonably require to perform the work safely. Owner agrees that the Sign

or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2(d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

(e) Owner waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Owner fails to pay same, any lien filed against the Property in conjunction therewith.

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

(h) The Owner, his agents and representatives release the City, its agents and assigns from all claims, demands, suits, judgments, and/or causes of action of any kind arising out of the City's actions taken pursuant to this Agreement. The Owner shall indemnify and hold the City harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witnesses fees, cost of defending any such action or claim, or appeals, arising out of the City's actions taken pursuant to this Agreement.

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth. The parties voluntarily enter into this Agreement.

6. Integration. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

8. Successors & Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

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

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated August 16th, 20 23.

Dated _____ 20____.

City of Dalton

Mark Sexton

By: Mark Sexton

[Signature]

By:

Its:

Unofficial Witness

[Signature]

Notary Public

My commission expires: 4-1-25



CITY OF DALTON
 P.O. BOX 1205
 DALTON, GEORGIA 30722
 PHONE: 706-278-9500
code@daltonga.gov
www.daltonga.gov



CODE COMPLIANCE

Date: 08/01/2023

Mark Sexton

-

-, GA -

Reference Address: 1301 W Walnut Ave, Dalton, GA, 30720

Parcel #: 12-260-15-000

NOTICE OF VIOLATION

Owner and/or Occupant,

On or about 08/01/2023, 2022 at approximately 12:46:08 the property located at 1301 W Walnut Ave, Dalton, GA, 30720 was inspected due to visible violations observed by a Code Compliance Inspector from the public roadway. Upon inspection of the above referenced property it was determined the property is not within compliance of the International Property Maintenance Code (City of Dalton Code of Ordinances Code Section 22-3 and 22-96).

The following issues are in non-compliance and should be addressed immediately. The owner and/or occupant has 30 working days from the date of this letter to come within, or have scheduled to come within, compliance.

Municipal Code: Signs; Abandoned Article VI 6.3

Description: Nonconforming signs which have been abandoned, shall be removed in their entirety by the record owner of the building or the person who obtained the sign license, whichever owns the sign or portion thereof, within 90 days after the business using the sign closes or ceases to operate on the premises where the sign is located.

Resolution: Remove sign within 90 days of business closure or ceasing operations on premises or 30 days after notice.

Additional Notes:

This notice is Not a Court Summons and No Civil fines are applicable at this time. By signing below you are Only acknowledging receipt of this letter.

Received By: _____ Date: 08/01/2023 Time: 12:46:08

Code Compliance Inspector:

Your immediate attention to the above matter is greatly appreciated. Failure to correct the stated violations could result in a court summons and civil penalties.

Please direct all inquiries regarding this matter to the below listed Inspector.

Dan Lewallen

City Of Dalton
Code Compliance Inspector
300 W Waugh Street
PO Box 1205
Dalton, Georgia 30722
(706)529-8769

| Photo | Details |
|---|--|
|  | <p>Title: Facing south east.</p> <p>Date: May 15, 2023 12:48</p> <p>Uploaded by: Dan Lewallen</p> |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 08/21/2023
Agenda Item: Appointment to SPLOST Committee
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? No

Cost:

Funding Source if Not in Budget

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

Appointment of Debra Pourquoi as Alternate Member to the 2024 SPLOST Committee