



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 17, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: (Must Complete Commentary Contact Card Prior To Speaking)

Proclamation:

- [1.](#) Constitution Week - September 17-23, 2020 - Kathryn Sellers & Dell Bailey, DAR

Minutes:

- [2.](#) Mayor and Council Minutes of August 3, 2020

New Business:

- [3.](#) Ordinance 20-12

Lorenzo Valencia and Gracia Barragan to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.41 acres located at 915 S. Hamilton Street.

- [4.](#) Resolution 20-14

A Resolution Of The City Of Dalton To Authorize The Execution Of The Coronavirus Relief Fund (CRF) Terms And Conditions Agreement; To Authorize The Acceptance Of Grant Payments, Including All Understandings And Assurances Contained Within Such Agreement; To Direct And Authorize The Person Identified As The Official Representative Of The City, Or The Designee Of The City To Act In Connection With The Grant Application; And To Provide Such Additional Information As May Be Required.

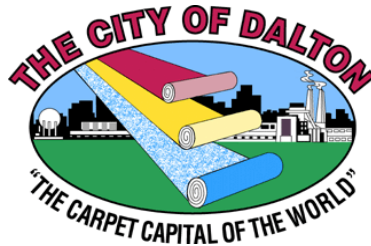
- [5.](#) CDBG CARE's Act funding to provide meals to low-income Dalton residents located in the census tract code areas 0010.00 and 0004.00. Meals will be provided at Mack Gaston Community Center and Dalton Housing Authority for a period of 20 days starting 8/31.

- [6.](#) Agreement with DEO Clinic to Manage Latino Outreach Program to Mitigate Impact of COVID-19 Virus.

Supplemental Business

Adjournment

PROCLAMATION



“CONSTITUTION WEEK” SEPTEMBER 17 - 23, 2020

WHEREAS, September 17, 2020 marks the 233rd 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, 2020 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 17, 2020 _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 3, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the August 3, 2020 agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of July 20, 2020. On the motion of Council member Waugh, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

SECOND READING - ORDINANCE 20-11- AMENDMENT TO THE UNIFIED ZONING ORDINANCE

ORDINANCE NO. 20-11

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council adopted Ordinance No, 20-11 To Amend The “Unified Zoning Ordinance of Whitfield County, Georgia” As Adopted By The City On January 6, 2020, By Deleting, Within Article II, Definitions, The Definition Of “Boutique Hotel,” “Group day care home,” “Child care learning center,” “Adult day care/day health,” “Group Home,” “Health Department,” And “Personal Care Home, And By Inserting Alphabetically Therein New Definitions Of Each Such Term; By Inserting Alphabetically New Definitions Of “Community Living Arrangement” And “Child Caring Institution, also known as Group Home;” By Amending The Permitted Use Table With Respect To Several Uses; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

AUDIT ENGAGEMENT LETTER FOR INDEPENDENT ANNUAL FINANCIAL AUDIT

Chief Financial Officer Cindy Jackson presented the Audit engagement letter for performance of the annual independent audit of the City’s financial statements of the governmental activities, the business-type activities, the aggregate discretely resented component unit, each major fund, and the aggregate remaining fund information in the amount not to exceed \$85,000 per year for continued services thru January 2023. On the motion of Council member Waugh, second Council member Goodlett, the Mayor and council accepted the audit engagement letter.

The vote was unanimous in favor.

CDBG SUB-RECIPIENT AGREEMENTS WITH NORTHWEST GEORGIA FAMILY CRISIS CENTER, FRIENDSHIP HOUSE, CITY OF REFUGE, AND DALTON HOUSING AUTHORITY

Chief Financial Officer Cindy Jackson presented CDBG sub-recipient agreements with Northwest Georgia Family Crisis Center, Friendship House, City of Refuge, and Dalton Housing Authority. Each recipient agreement is a part of these minutes. The agreements governs the funding and activities of each sub recipient. On the motion of Council member Harlan, second Council member Waugh, the agreements were approved. The vote was unanimous in favor.

RESOLUTION 20-13 – THE FARM

Public Works Director Andrew Parker presented the Dedication of Public Right of Way – The Farm Subdivision along with the description and maps of the area. In conjunction, the Mayor and Council also reviewed Resolution 20-13 accepting donation of real property and dedication of public right-of-way of streets known as Goose Hill Road, Buck's Bluff, Wildberry Road, Pintail Circle, Woods Point Road, Overlook Trail, Stoney Run Road, Millstone Circle and Quantum Way by the owner Mill Creek Property Owners Association Inc. After a lengthy discussion, on the motion of Crews, second Council member Waugh, the Mayor and Council approved the Resolution and accepted the real property that will become publicly owned and maintained by the City of Dalton. Council member Waugh, Harlan and Crews vote aye, Council member Goodlett voted naye.

TRAFFIC CONTROL CHANGE – ONE-WAY STREET FOR NORTH HAMILTON STREET BETWEEN SPRINGDALE ROAD AND OGBURN STREET

Public Works Director Andrew Parker presented the Traffic Control Change – for North Hamilton Street between Springdale Road and Ogburn Street and to convert a section to a One-Way Street. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the changed. The vote is unanimous in favor.

CONTRACT WITH GEOSTABILIZATION INTERNATIONAL (GSI) FOR EMERGENCY ABOVE-ROAD STABILIZATION REPAIR OF DUG GAP BATTLE ROAD AND GENERAL CONSTRUCTION AGREEMENT WITH NORTHWEST GEORGIA PAVING, INC. FOR THE EMERGENCY REPAIR OF AN ABOVE-ROAD SLOPE FAILURE ON DUG GAP BATTLE ROAD

Public Works Director Andrew Parker presented the Contract with GeoStabilization International (GSI) for Emergency Above-Road Stabilization Repair of Dug Gap Battle Road. Parker stated the structural repairs will stabilize the slope failure that occurred during Easter Weekend 2020 on Dug Gap Battle Road. The project estimated total is \$491,008.00 which includes providing a design package sealed by a Professional Engineer. Parker noted that Public Works will be completing some in-kind work in conjunction with the contractors to minimize costs to the City.

CONTRACT WITH GEOSTABILIZATION INTERNATIONAL (GSI) FOR EMERGENCY ABOVE-ROAD STABILIZATION REPAIR OF DUG GAP BATTLE ROAD AND GENERAL CONSTRUCTION AGREEMENT WITH NORTHWEST GEORGIA PAVING, INC. FOR THE EMERGENCY REPAIR OF AN ABOVE-ROAD SLOPE FAILURE ON DUG GAP BATTLE ROAD

Continued

Public Works Director Andrew Parker additionally presented the General Construction Agreement with Northwest Georgia Paving, Inc. for the Emergency Repair of an Above-Road Slope Failure on Dug Gap Battle Road. Parker stated the project will not exceed \$213,979.00. Parker stated the scope of this work authorizes the grading required to stabilize the slope failure and includes all necessary timber cleaning and grassing. Parker further stated that Public Works will be completing some in-kind work in conjunction with the contractors to minimize costs to the City. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved both agreements. The vote was unanimous in favor.

NEW RECORDS MANAGEMENT – EMERGENCY REPORTING

The Mayor and Council reviewed the new records management software, Emergency Reporting to replace existing software Firehouse for the Dalton Fire Department. Fire Chief Todd Pangle reported that the new software will cost \$8590.00 with an annual maintenance of \$3840.00 versus the current annual maintenance of \$5744.00 per year. Pangle stated the department has experienced multiple issues with the previous software. On the motion of Council member Harlan, second Council member Waugh, the purchase was approved.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:30 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/3/2020

Agenda Item: Lorenzo Valencia and Gracia Barragan to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.41 acres located at 915 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-016)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-12

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Commercial (C-4) To General Commercial (C-2) Being A Tract Of Land Totaling 0.41 Acres Located At 915 South Hamilton Street (Parcel No.: 12-257-02-016); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Lorenzo Valencia and Gracia Barragan (Owner) has filed an application with the City to rezone property described as 915 South Hamilton Street (Parcel No.: 12-257-02-016) (the Property);

WHEREAS, the Property is currently zoned Transitional Commercial (C-4);

WHEREAS, the Owner is requesting that 0.41 acres of the Property be rezoned to General Commercial (C-2);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on July 27, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

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

-2-

The Property being the tract of land totaling 0.41-acre tract of land located at 915 South Hamilton Street (Parcel No.: 12-257-02-016) is rezoned to General Commercial (C-2) without conditions.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-5-

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

-6-

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

-7-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

[Signatures on next page.]

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: July 31, 2020

SUBJECT: The request of Lorenzo Valencia and Gracia Barragan to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.41 acres located at 915 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-016)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 27, 2020 at 6:00 p.m. at the Edwards Park Complex located at 115 Edwards Park Dalton, GA. 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 Lorenzo Valencia and Gracia Barragan.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-2 Rezoning. Some discussion occurred in regard to the proposed parking plan that ended with the understanding that parking requirements would be necessary in order to obtain a business license even if the property is rezoned.

Gracia Barragan clarified that the subject property and building had been used as an event center for approximately five years, but the non-conforming status of the property lapsed as an overlook by the current ownership. Mr. Pennington asked Barragan if they had budgeted the concrete or asphalt parking lot improvements into their business plan to which Barragan stated that it would not be a problem and that they were actively getting quotes for said improvements.

With no other comments heard for or against this hearing closed at approximately 7:32pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. Some discussion occurred in regard to the long-term impact of C-2 at this location that resulted in the unanimous agreement that the adjacent industrial area and commercial character of this area would be unaffected if rezoned C-2. Mr. Calhoun restated that the petitioner would be required to provide for the additional parking by code and therefore no conditions were necessary in regard to the additional parking. **Ms. McClurg then made a motion to recommend the C-2 rezoning based on her agreement with the content of the staff analysis. Mr. Thomas then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0**

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

ZONING CASE: Lorenzo Valencia and Gracia Barragan is seeking to rezone from Transitional Commercial C-4 to General Commercial (C-2) a 0.41-acre tract of land located at 915 South Hamilton St. (parcel 12-257-02-016). The tract currently contains a small commercial building and parking lot.

The surrounding uses and zoning are as follows: 1) to the north, is a 0.41-acre tract zoned C-4 that contains a commercial garage structure; 2) to the east, are two adjacent tracts that are each zoned C-4. One of the eastern tracts is part of a multiparcel property that contains an industrial warehouse and commercial office building. The other eastern tract totals 0.48-acres and is undeveloped; 3) to the south, is a 0.16-acre tract zoned C-4 that contains a single-family detached dwelling; and 4) to the west, across S. Hamilton St, is a 0.26-acre tract zoned C-4 that is undeveloped. While this area, surrounding the subject property, appears to have a consistent zoning pattern, it is clear that the actual existing land uses are not all in conformity with the zone C-4 district.

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

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad July 10, 2020 (17 days notice)			
	2. Property posted July 2, 2020 (Yes -- one sign on the lot frontage; 25 days notice.)			
C.	Has a plat been submitted showing a subdivision of land?	—	<u>X</u>	—
D.	The following special requirements have an impact on this request:			
	100-year flood plain (land is filled to the 100-year flood level)	—	<u>X</u>	—
	Site Plan (none required)	<u>X</u>	—	—
	Buffer Zones (none required)	—	<u>X</u>	—
	Soil Erosion/Sedimentation Plan	—	<u>X</u>	—
	Storm Water Requirements	<u>X</u>	—	—

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

In this area of the City, development varies significantly from industrial, commercial, and even single-family residential. The reason for the existing mix of uses is largely a byproduct of the former pyramid-style zoning ordinance. Under the law of a pyramid-style zoning ordinance a property zoned for general commercial or manufacturing land use could also be developed for all types of land use from retail to residential and all things in between. The pyramid-style ordinances were built such that a general commercial or manufacturing zone district essentially had no zoning at all and created opportunities for random patterns to develop. The byproduct of the pyramid zoning days remains visible in the area surrounding the subject property. On one side of the subject property is a commercial garage and on the other side is a single-family detached dwelling. Neither the commercial garage nor the single-family dwelling is permitted within the current C-4 zoning of the previously mentioned properties, which makes both of the adjacent structures non-conforming. The subject property itself contains a commercial structure with the potential for a number of commercial uses, including the proposed event center. The subject property is entirely surrounded by commercially zoned property as well as being near a number of larger commercial and industrial properties.

(B) Whether the proposed (C-2) amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

Since all of the surrounding properties are already zoned or developed for commercial use, the proposed C-2 rezoning would not introduce a characteristic that does not already exist in this vicinity. Only a few hundred feet from the subject property, in multiple directions, are several properties with much more intensive uses than could ever be developed upon the subject property if it were rezoned C-2. The only property that would stand a chance of being impacted in a negative way would be the southern adjacent single-family detached dwelling, but this dwelling has been surrounded by commercial land uses for decades and would not likely be affected to a greater degree if the subject property is rezoned C-2.

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

The subject property has been developed for commercial use since at least 1969 based on tax records. The structure on the subject property was originally designed and built with an open floor plan and few windows, which make it ideal for typical retail-style use. The proposed event center, however, would also benefit from this style of building by giving plenty of open space for various gatherings. It is fair to say that the property has reasonable use as it is currently zoned, but the property would certainly be suitable if it is rezoned C-2.

(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.

No burden on utilities is expected. The limiting factors of the subject property's size and lack of significant road frontage prevent any type of high consumptive use regardless of the underlying zoning. The only concern with the subject property, from an infrastructure and public safety perspective, is the availability of parking for the proposed event center. The existing parking area on the subject property contains approximately 20 spaces with two point of ingress/egress and a single-direction aisle. In order to meet the minimum requirements of section 5-4 within the UZO, the petitioner will need to create an additional 5 parking spaces. Based on the existing restraints of the subject property, any additional parking will, most likely, be created in the rear of the property. The rear of the subject property can be accessed via a narrow aisle on the southern border of the subject property, but the rear portion of the subject property is currently graveled and unmarked. Any additional parking area will be required to be either asphalt, pervious paver, or concrete surfaced in order to satisfy section 5-4-4 of the UZO.

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 identifies the subject property to be within the Industrial character area. While this character area is predominantly intended for industrial and manufacturing land use, it is also a good fit for high-intensity commercial land uses. The C-2 zone district is generally a compatible zone district within the Industrial character area. Based on the subject property's existing structure, limited size of property, and adjacent land uses and zoning, this planner believes that the C-2 zone district would not be in conflict with the Comprehensive Plan's Future Development Map.

(F) 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.

N/A, the subject property is already surrounded by a commercial district and C-2 is common in this area.

(G) 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:

Staff can provide a recommendation to approve the C-2 rezoning at this location based on the following factors:

- 1) No adverse impact to surrounding property values is expected.
- 2) The desired use can occur without creating long-term issues related to utilities or infrastructural burden, provided that additional parking can be created.
- 3) The proposed rezoning would not be in conflict with the Comprehensive Plan's Future Development Map since commercial use is one of the primary land uses within the Industrial character area.
- 4) A detailed parking plan should be submitted prior to this rezoning's approval/denial by City action in order to ensure adequate parking can be made available for the proposed event center.

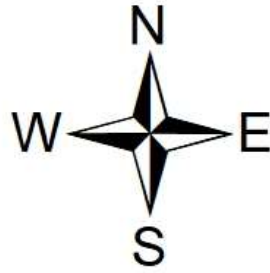
Valencia-Barragan Rezoning Request

C-4, Transitional Commercial

to

C-2, General Commercial

City of Dalton Jurisdiction



ZONING

-  Low Density Single Family Residential (R-2)
-  Rural Residential (R-5)
-  General Commercial (C-2)
-  General Commercial (C-2) Cond
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond
-  Heavy Manufacturing (M-2)

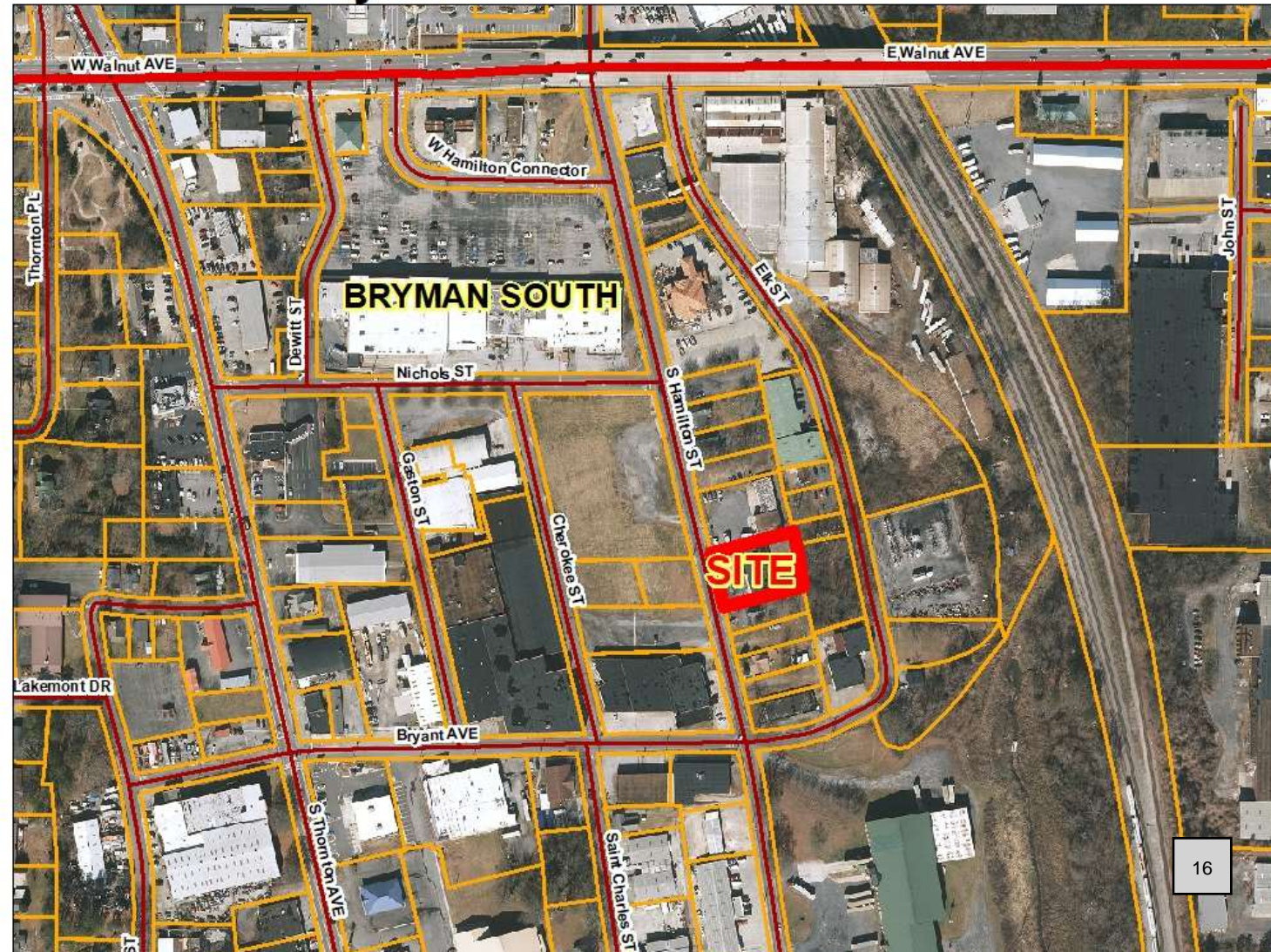
FEET
300



Valencia-Barragan Rezoning Request C-4, Transitional Commercial to C-2, General Commercial City of Dalton Jurisdiction



**FEET
300**



**Valencia-Barragan Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



**FEET
100**



Valencia-Barragan Rezoning Request

C-4, Transitional Commercial

to

C-2, General Commercial

City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial
-  Industrial
-  Town Neighborhood

FEET
300









12-257-02-016

FOR OFFICE USE ONLY: 6/8/2020
DATE RECEIVED: _____

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: X
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Lorenzo Valencia and Gracia Barragan Telephone: 706-459-7474

Mailing Address: 124 Bridlewood Dr, Dalton, GA 30721

Email: giovannivalencia37@yahoo.com

Betsy 100 @
hotmail.com
Betsy
Valencia

Address of Property to be Rezoned: 915 S. Hamilton Street Dalton, GA 30721

Amendment to: Zoning Map ☒

Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 0.41 acres; 5,000 BUILDING square feet

Existing Zone Classification: C-4, Transitional Commercial

Proposed Zone Classification: C1, Neighborhood Commercial or C2, General Commercial

Present Use of Property: Previous owner used it as a banquet hall but had building registered as a Zumba place.

Proposed Use of Property: Event Center (weddings, anniversaries, birthdays, showers, reunions, recitals, dances, and ethnic and religious celebrations, etc.)

If multi-family, total number of units: _____
Average size of unit (optional): N/A square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: 

Date: 05/22/2020

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

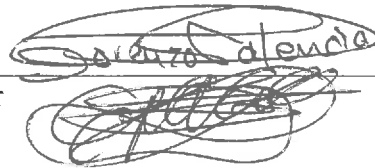
Parcel # 12-257-02-016

100% owned by Lorenzo Valencia and Gracia Barragan.

Our son, Giovanni Valencia, will be present and
speaking in our behalf at the hearing. We will also
be present.

I appoint my son, Giovanni Valencia
~~my attorney~~ in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Owner



Sworn to and subscribed
before me, this ____ day
of _____,

Notary Public

(SEAL)

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 05/22/2020

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

1

If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2

Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) No

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 22 day of May, 2020.


Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT*
(Required by Title 36, Chapter 67A, O.C.G.A.)**

Date of Rezoning Application: 05/22/2020

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 22 day of May, 2020.


Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

AFTER RECORDING, RETURN TO:
SUSAN W. BISSON
SPONCLER & THARPE, LLC
P. O. BOX 398
DALTON, GA 30722-0398
File No. 2019121192

STATE OF GEORGIA,
WHITFIELD COUNTY.

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, made the 15th day of January, 2020, between **ALEJANDRO SALAICES** (hereinafter, whether singly or more than one, the "Grantor"), and **GRACIA BARRAGAN** and **LORENZO VALENCIA** (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:

Legal Description.
All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 23 and 24, Group 1 of the lands of Crown Cotton Mills, and being more particularly described according to a plat of survey prepared for Caryl Henderson by N.B. DeLoach, Georgia Registered Land Surveyor No. 1347, dated March 12, 1997, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the east right-of-way line of South Hamilton Street (60' R/W), said point being located in a northerly direction, as measured along said right-of-way line, a distance of 248.57 feet from the point of intersection of said right-of-way line and the north right-of-way line of Elk Street; thence north 14 degrees 01 minutes 00 seconds west, along the east right-of-way line of South

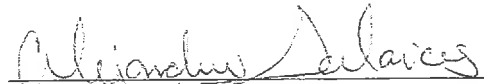
Hamilton Street a distance of 121 feet to an iron pin; thence north 76 degrees 05 minutes 30 seconds east a distance of 149.73 feet to an iron pin; thence south 13 degrees 35 minutes 00 seconds east a distance of 121 feet to a point; thence south 76 degrees 05 minutes 28 seconds west a distance of 148.82 feet to an iron pin to THE POINT OF BEGINNING.

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.

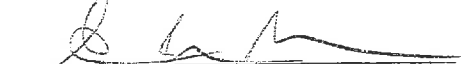
SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

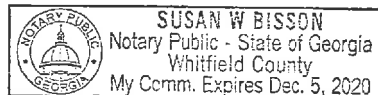
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

 (SEAL)
Alejandro Salaires
GADL

Signed, sealed and delivered
in the presence of:

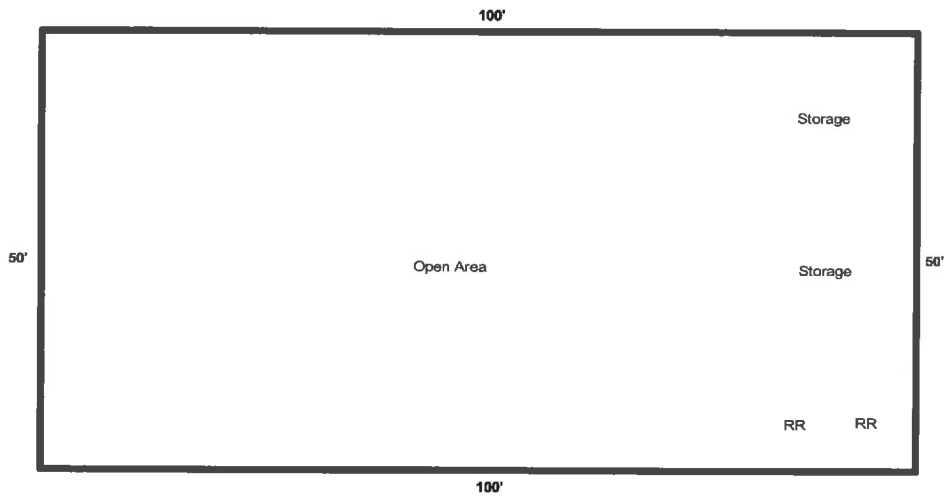

Witness


Notary Public





Selected Parcels Feature	
Parcel Number	12-257-02-016
Zoning	Transitional Commercial (C-4)
Zoning	
Area as Drawn	
Subdivision Name	
Street Extension	
House Number	915
Street Direction	S
Street Type	ST
Street Name	HAMILTON
Unit	
Legal Description	L23&24 CROWN MILL
Tax District	30
Assessed Acres	0.41
Owner Name	SALACES ALEJANDRO
Owner Address	1410 BURGESS DR
Owner City	DALTON
Owner State	GA
Owner Zip	30721
Residential Improvement	
Commercial Improvement	134176
Accessory Improvement	
Land Value	18967

SKETCH ADDENDUMIntended User **Mr. Lorenzo Valencia**Property Address **915 S Hamilton St**City **Dalton** County **Whitfield**State **GA**Zip Code **30720**Client **Mr. Lorenzo Valencia**

SUMMARY	SQ FT AREA	PERIMETER	AREA CALCULATION DETAILS	
Building Area			Gross Building Area	
Gross Building Area	5000	300	100.0 X 50.0 =	5000.0

Jean Garland

From: Andrew Parker <AParker@daltonga.gov>
Sent: Friday, June 12, 2020 5:53 PM
To: Jean Garland; Matthew Daniel; Greg L. Williams; Christopher Hester
Cc: Jason Parker
Subject: RE: Rezoning for Event Center

Thanks for the heads up Jean. Let's make sure that they submit a parking plan to ensure compliance with the zoning text.

Have a great weekend.

P. Andrew Parker
Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Email: aparker@daltonga.gov
Office: (706) 278-7077
FAX: (706) 278-1847

From: Jean Garland [<mailto:jgarland@whitfieldcountyga.com>]
Sent: Friday, June 12, 2020 4:00 PM
To: Andrew Parker <AParker@daltonga.gov>; Matthew Daniel <MDaniel@daltonga.gov>; Greg L. Williams <glwilliams@whitfieldcountyga.com>; Christopher Hester <chester@whitfieldcountyga.com>
Subject: Rezoning for Event Center

FYI, this applicant has filed to rezone from C-4, Transitional Commercial to C-2, General Commercial for the purpose of establishing an event center at the site. Recall we had a similar proposal for the Salacies property on N Glenwood and encountered problems with parking. The building is 5000 square feet in size which would require 25 parking spaces. I think they have less than 20 spaces but they said the plan is to create more parking spaces in the rear.

Thanks,

Jean

Jean Price-Garland
Dalton-Whitfield Zoning
Mailing Address: P O Box 248, Dalton, GA 30722
Physical Address: 201 S Hamilton Street, Dalton, GA 30720
Wells Fargo Building, 5th Floor
Office: 706-876-2533
Fax: 706-275-7501
jgarland@whitfieldcountyga.com



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/17/20

Agenda Item: Resolution 20-14 for CARES Act Grant Funding

Department: Administration

Requested By: Jason 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:

A RESOLUTION OF THE CITY OF DALTON TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

**CITY OF DALTON
RESOLUTION**

Resolution No. 20-14

A RESOLUTION OF THE CITY OF DALTON TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority so that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Dalton or the City Administrator as designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this Resolution, then this Resolution shall stand as an official act of the governing authority of the City of Dalton approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

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

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by council person _____, second by council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-17-20

Agenda Item: CDBG Meals Program MOU's with Oakwood & Filling Station

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$54,800

Funding Source if Not in Budget In Budget

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

CDBG CARE's Act funding to provide meals to low-income Dalton residents located in the census tract code areas 0010.00 and 0004.00.

CITY OF DALTON
Meals Program Agreement

PARTNER AGENCY: **The Oakwood Cafe, Inc.**

FUNDING ENTITY: **CITY OF DALTON**

FUNDING AMOUNT: **\$27,400.00**

THIS AGREEMENT, made and entered into on the ____ of _____, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The Oakwood Cafe, Inc., a domestic for-profit corporation incorporated in the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia at 201 W. Cuyler Street, Dalton, Georgia 30720.

WITNESSETH:

WHEREAS, City of Dalton has budgeted certain funds to carry out various COVID-19 relief activities to benefit low-income residents of the City; and

WHEREAS, \$27,400.00 from Fiscal Year **2020** COVID-19 Relief Funds has been appropriated for award to the Agency for the implementation of activities determined to benefit low-income residents of the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION: To provide a meals program for eligible low-income residents.

USE OF FUNDS: The program funds shall only be used for providing meals for eligible low-income residents to reduce the impact of COVID-19.

FUNDING: The City has budgeted COVID-19 relief funds for the City Meals Program.

DUTIES OF AGENCY: Agency shall provide the following services, information and documentation to City as provided in the program guidelines or upon request:

1. Provide 300 individual meals per day for a period of 10 days of evening meals to eligible residents each Monday through Friday from August 31, 2020 through and including September 28, 2020, excluding Labor Day on September 7, 2020.
2. Meals shall include: one serving of bread or bread alternative, two servings of vegetables, one serving of fruit or substitute additional vegetable, and one serving of meat or meat alternative per each individual meal.
3. Food shall be of high quality, attractive in color and texture, nutritious, non-greasy and appealing to encourage maximum food consumption.
4. Provide disposable supplies including plates and utensils.
5. Deliver meals in appropriate individual delivery containers on days 1-5 and 11-15 to the Dalton Housing Authority located at 704 Gist Place, Dalton, GA at 6:00 p.m. and to the Mack Gaston Community Center located at 218 N. Fredrick Street, Dalton, GA at 6:00 p.m.
6. Comply with all applicable food safety rules and regulations of the Department of Health.
7. Provide qualified staff to prepare and deliver meals to identified location.

DUTIES OF CITY:

The City shall provide the following services:

1. Administer the City Meals Program.
2. Provide funding for the City Meals Program.
3. Timely pay Agency upon satisfactory completion of Program Services and within 10 days of receipt of invoice from Agency.

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to provide 10 days of program meals to eligible residents during the term this Agreement.
2. Failure to provide number and/or quality of meals required by Agreement.
3. Filing of voluntary or involuntary Bankruptcy of Agency.
4. Sale of business of Agency to third party without consent of City.
5. Assignment of Agreement to third party without consent

of City.

6. Failure to maintain active status as domestic corporation with the Georgia Secretary of State during the term of this Agreement.
7. Filing of Bankruptcy during the term of the Agreement.

REPAYMENT:

Repayment is not required except in the event of default. Upon the occurrence of one or more events of default, Agency shall pay to City the amount of program funds paid to Agency directly related to the Program Services not in compliance with this Agreement.

INDEMNIFICATION:

The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the City Meals Program and the Agency's use of program funds.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

SEVERABILITY:

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

TERM:

The term of this Agreement shall be sixty (60) days commencing upon execution of this Agreement.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

(Signature)

By _____
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By _____
(Typed Name/Title)

(Signature date)

FOR THE CITY

(Signature)

By David Pennington, Mayor
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Berndatte Chattam, City Clerk
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Cindy Jackson, CFO
(Typed Name/Title)

(Signature date)

CITY OF DALTON
Meals Program Agreement

PARTNER AGENCY: **The Filling Station, Inc.**

FUNDING ENTITY: **CITY OF DALTON**

FUNDING AMOUNT: **\$27,400.00**

THIS AGREEMENT, made and entered into on the ____ of _____, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The Filling Station, Inc., a domestic for-profit corporation incorporated in the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia at 316 N. Hamilton Street, Dalton, Georgia 30720.

WITNESSETH:

WHEREAS, City of Dalton has budgeted certain funds to carry out various COVID-19 relief activities to benefit low-income residents of the City; and

WHEREAS, \$27,400.00 from Fiscal Year **2020** COVID-19 Relief Funds has been appropriated for award to the Agency for the implementation of activities determined to benefit low-income residents of the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION: To provide a meals program for eligible low-income residents.

USE OF FUNDS: The program funds shall only be used for providing meals for eligible low-income residents to reduce the impact of COVID-19.

FUNDING: The City has budgeted COVID-19 relief funds for the City Meals Program.

DUTIES OF AGENCY: Agency shall provide the following services, information and documentation to City as provided in the program guidelines or upon request:

1. Provide 300 individual meals per day for a period of 10 days of evening meals to eligible residents each Monday through Friday from August 31, 2020 through and including September 28, 2020, excluding Labor Day on September 7, 2020.
2. Meals shall include: one serving of bread or bread alternative, two servings of vegetables, one serving of fruit or substitute additional vegetable, and one serving of meat or meat alternative per each individual meal.
3. Food shall be of high quality, attractive in color and texture, nutritious, non-greasy and appealing to encourage maximum food consumption.
4. Provide disposable supplies including plates and utensils.
5. Deliver meals in appropriate individual delivery containers on days 6-10 and 16-20 to the Mack Gaston Community Center located at 218 N. Fredrick Street, Dalton, GA at 6:00 p.m. and to the Dalton Housing Authority located at 704 Gist Place, Dalton, GA at 6:00 p.m.
6. Comply with all applicable food safety rules and regulations of the Department of Health.
7. Provide qualified staff to prepare and deliver meals to identified location.

DUTIES OF CITY:

The City shall provide the following services:

1. Administer the City Meals Program.
2. Provide funding for the City Meals Program.
3. Timely pay Agency upon satisfactory completion of Program Services and within 10 days of receipt of invoice from Agency.

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to provide 10 days of program meals to eligible residents during the term this Agreement.
2. Failure to provide number and/or quality of meals required by Agreement.
3. Filing of voluntary or involuntary Bankruptcy of Agency.
4. Sale of business of Agency to third party without consent of City.
5. Assignment of Agreement to third party without consent of City.

6. Failure to maintain active status as domestic corporation with the Georgia Secretary of State during the term of this Agreement.
7. Filing of Bankruptcy during the term of the Agreement.

REPAYMENT: Repayment is not required except in the event of default. Upon the occurrence of one or more events of default, Agency shall pay to City the amount of program funds paid to Agency directly related to the Program Services not in compliance with this Agreement.

INDEMNIFICATION: The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the City Meals Program and the Agency's use of program funds.

GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION: Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL: The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

TERM: The term of this Agreement shall be sixty (60) days commencing upon execution of this Agreement.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

(Signature)

By _____
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By _____
(Typed Name/Title)

(Signature date)

FOR THE CITY

(Signature)

By David Pennington, Mayor
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Berndatte Chattam, City Clerk
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Cindy Jackson, CFO
(Typed Name/Title)

(Signature date)



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	8-17-20
Agenda Item:	Agreement with DEO Clinic to Manage Latino Outreach Program to Mitigate Impact of COVID-19 Virus
Department:	Administration
Requested By:	Jason Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	\$50,000
Funding Source if Not in Budget	General Fund/Coronavirus Relief Fund

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

Dalton's Latino community is disproportionately impacted by the coronavirus pandemic, and there is a need to quickly mobilize a short-term, highly focused initiative to address the educational and testing needs of Latino residents in the community. This is an agreement with DEO Clinic to manage three temporary employees who will provide education and raise awareness of the Latino residents in the City of Dalton on ways to prevent the spread of COVID-19; to facilitate testing for the presence of the COVID-19 virus; and to perform "Contact Tracing" services for those who may have been in Close Contact with a patient who has tested positive for the COVID-19 virus.

This funding covers the personnel costs of the employees, as well as the administrative costs to DEO Clinic.

CITY OF DALTON
City of Dalton Latino Outreach to Reduce the Impact of COVID-19

PARTNER AGENCY/ SUBRECIPIENT: **The D.E.O. Clinic, Inc.**

FUNDING ENTITY/RECIPIENT: **CITY OF DALTON**

FUNDING AMOUNT: **\$50,000**

THIS AGREEMENT, made and entered into on the 17 of August, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The D.E.O. Clinic, Inc., a domestic non-profit corporation of the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, Dalton's Latino community is disproportionately impacted by the coronavirus pandemic, and there is a need to quickly mobilize a short-term, highly focused initiative to address the educational and testing needs of Latino residents in the community.

WHEREAS, \$ 50,000 from Fiscal Year **2020** funds has been appropriated for award to the Agency for the implementation of COVID-19 relief activities by the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of a program designed to address the City's COVID-19 relief needs, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION: The Agency is agreeing to use program funds to provide education and raise awareness of the Latino residents in the City of Dalton on ways to prevent the spread of COVID-19; to facilitate testing for the presence of the COVID-19 virus; and to perform "Contact Tracing" services for those who may have been in Close Contact with a patient who has tested positive for the COVID-19 virus. The project is hereinafter referred to as the "Outreach Program".

USE OF FUNDS: The program funds shall only be used for the purposes stated in the Project Description above, and for the administration and management of the program to include up to 3 full-time, temporary employees, hereinafter referred to as the "Employees" who will administer the services in the Project Description. Agency shall certify upon completion of program that all funds have been used for an approved purpose.

FUNDING: The City shall provide \$50,000.00 within seven days of executing this agreement for funding of the Outreach Program. The Agency shall receive said funding for services as listed in the Project Description. For

the purposes of this agreement, the Agency will not be considered an employee of the City. Further, although the City may have derived the funds from CARES or CRF, the payment to the Agency shall be deemed a simple service fee payment and not considered a receipt of CARES or CRF funds that may make the Agency ineligible for receipt of any other state or federal aid, including but not limited to CARES, CRF, and PPP funds.

DUTIES OF AGENCY:

Agency shall provide the following services, information, and documentation to City as provided in the program guidelines or upon request:

1. Manage, through its directors, officers, and volunteers, the Outreach Program.
2. Agency will hire 3 temporary Employees for 40 hours per week for as many weeks as the funds will allow after payment of administrative costs (including but not limited to payroll taxes, worker's compensation insurance premiums, and liability insurance premiums) and any necessary equipment and supplies. The Agency shall set the wage of these temporary Employees, but best efforts will be used to ensure that the wages are set to allow the program to extend at least sixteen weeks.
3. Recruit, hire, supervise, and, if indicated, dismiss Employees hired for the Outreach Program. All Employees related to the Outreach Program will be Employees of the Agency and not the City.
4. Maintain liability insurance coverage for the Employees for the duration of the Outreach Program.
5. Maintain workers' compensation insurance coverage for the Employees for the duration of the Outreach Program.
6. Provide documentation, receipts, etc. related to all fund expenditures.
7. Provide bi-weekly reports to the City of the following information: the number of community members contacted, by location, while providing educational and preventive information to reduce the spread of the COVID-19 virus, the total number of individuals being tested, and the total number of individuals contacted pursuant to Contact Tracing.
8. Maintain program related documents for a period of 5 years for examination by City and the City's independent auditors.
9. Provide access to program related documents for audit purposes during regular business hours at site of Agency facility.
10. Maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.

DUTIES OF CITY:

The City shall provide the following services:

1. Provide the funding to the Agency in the amount of \$50,000 to cover Employee salaries, administration costs, and equipment of

- the Outreach Program incurred by Agency.
2. Provide work space, as needed, for the Outreach Program at Mack Gaston Community Center located at 218 Fredrick Street, Dalton, GA separate and apart from the space presently occupied by the Agency for its normal operations.
3. Audit Agency's use of program funding, goods or services.
4. Maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to comply with the guidelines of this agreement.
2. Failure to provide reports to the City in a timely manner.
3. Failure to maintain program related documents as required herein.
4. Failure to provide access to program related documents for audit purposes during regular business hours at site of Agency facility.
5. Failure to maintain confidentiality of identity of participating residents and related program documentation except as required by the Georgia Open Records Act.
6. Failure to maintain non-profit status during the term of this Agreement.

REPAYMENT: If the Agency is unable to complete the Outreach Program in its entirety due to lack of employee availability, contraction of COVID-19 or other disease by Agency Employees, or any other reason, the Agency shall repay to the City the unused amount of funds equal to any missed work hours, less verifiable administrative costs. In the event of temporary Employee shortage or illness, the Agency shall have the right to extend the program term by up to 30 days to make up for missed work time without being required to repay funds.

INDEMNIFICATION:

The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the Outreach Program.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

SEVERABILITY:

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the

remainder of the Agreement.

TERM:

The term of this Agreement shall be one hundred-twenty (120) days commencing upon execution of this Agreement unless extended by the Agency as permitted due to employee shortage or illness.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

(Signature)

By _____
(Typed Name/Title)

(Signature date)

FOR THE CITY

(Signature)

By David Pennington, Mayor
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By _____
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Bernadette Chattam, City Clerk
(Typed Name/Title)

(Signature date)

ATTEST:

(Signature)

By Jason Parker, City Administrator
(Typed Name/Title)

(Signature date)