



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 06, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Hearing:

- [1.](#) Proposed 2022 General Fund Budget

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

Minutes:

- [2.](#) Mayor & Council Minutes of November 15, 2021
- [3.](#) Mayor & Council Special Called Work Session Minutes of November 22, 2021

Unfinished Business:

- [4.](#) Second Reading - Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

New Business:

- [5.](#) (4) 2021 - 2022 New Alcohol Applications
- [6.](#) (131) 2022 Alcohol Application Renewals
(4) 2022 Pawnbroker Renewals
- [7.](#) General Construction Agreement with Leonard Brothers Construction for New Civitan Park Restroom Building

- [8.](#) Agreement for Termination of Service Contract with H&H Exteriors at Airport
- [9.](#) FY-23 Grant Applications and 5-Year Airport CIP for Federal/State Project Funding
- [10.](#) GDOT Contract for Airport funding through the American Rescue Plan Act (“ARPA”)
- [11.](#) Ordinance 21-21 The request of Worldcap Solutions to rezone from Medium Density Single Family Residential (R-3) and Transitional Residential (R-6) to High Density Residential (R-7) a tract of land totaling 3.17 acres located at Brady Drive. Parcels (12-120-20-013 thru 12-120-20-019)
- [12.](#) Ordinance 21-22 The request of Thomas Durkan III to rezone from Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) to Transitional Residential (R-6) a tract of land totaling 0.33 acres located at 624 Charles Street and 0.11 acres located at 620 Charles Street. Parcels (12-199-19-008 and 12-199-19-016)
- [13.](#) Ordinance 21-23 The request of Hammer Properties to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.34 acres located at East Morris Street. Parcel (12-218-18-005)
- [14.](#) Ordinance 21-24 The request of David Mosteller to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located at 803 West Waugh Street. Parcel (12-199-27-095)
- [15.](#) Ordinance 21-25 The request of Maria Amaya to rezone from Medium Density Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.31 acres located at 904 Riverbend Road. Parcel (12-255-02-026)

Supplemental Business

Announcements:

16. The Mayor and Council will hold a Special Called Meeting on Monday, December 13, 2021 at 6PM for Adoption of the FY-2022 Budget.
17. Please join us for a Reception Honoring the Service of Councilmember Gary Crews immediately following Council Meeting on December 13, 2021 in the Atrium.

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-6-21

Agenda Item: 2022 Budget Request

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** N/A

Cost: N/A

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

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

Budget document for budget hearing.

PROPOSED 2022 BUDGET GENERAL FUND

City of Dalton
General Fund 2022 Budget

	Actual 2020	Adopted 2021	Proposed 2022	% Change
Revenues				
Taxes	\$ 20,545,325	\$ 20,445,500	\$ 21,363,000	4.49%
Licenses and permits	341,327	349,500	360,900	3.26%
Intergovernmental	1,160,716	353,700	446,000	26.10%
Charges for services	1,272,964	1,499,800	1,652,600	10.19%
Fines and forfeitures	408,294	425,000	446,000	4.94%
Investment income	230,270	250,000	120,000	-52.00%
Contributions and donations	23,078	18,000	23,500	30.56%
Miscellaneous	347,861	443,500	543,500	22.55%
Total Revenues	<u>24,329,835</u>	<u>23,785,000</u>	<u>24,955,500</u>	<u>4.92%</u>
EXPENDITURES				
General Government				
Elections	\$ -	\$ 8,000	\$ -	0.00%
Legislative	151,043	152,100	154,000	1.25%
Administrative	571,200	522,600	659,500	26.20%
City Clerk	340,405	347,000	367,530	5.92%
Finance	700,722	759,700	861,000	13.33%
Human Resources	414,949	440,000	528,350	20.08%
Information Technology	416,848	544,400	567,300	4.21%
Building & Grounds	230,148	238,000	266,950	12.16%
Judicial				
Municipal Court	427,469	472,000	500,310	6.00%
Public Safety				
Fire	9,659,322	9,255,100	9,754,970	5.40%
Police	8,928,821	9,258,400	10,230,505	10.50%
Public Works & Infrastructure				
Public Works	7,286,366	7,726,700	7,893,055	2.15%
Infrastructure	576,950	210,000	634,000	201.90%
Recreation & Culture				
Recreation	3,605,224	3,500,000	3,791,780	8.34%
Payments to Other Agencies	345,935	355,200	355,200	0.00%
Health & Welfare				
Payments to Other Agencies	56,984	1,000	1,000	0.00%
Housing & Development				
Payments to Other Agencies	215,000	215,000	372,500	73.26%
Contingency	-	401,300	200,000	-50.16%
Total Expenditures	<u>33,927,386</u>	<u>34,406,500</u>	<u>37,137,950</u>	<u>7.94%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	3,699	-	5,000	0.00%
Transfers In	15,499,745	11,273,000	19,125,350	69.66%
Transfers Out	(4,291,218)	(651,500)	(6,947,900)	966.45%
Total Other Financing Sources (Uses)	<u>11,212,226</u>	<u>10,621,500</u>	<u>12,182,450</u>	<u>14.70%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 1,614,675</u>	<u>\$ -</u>	<u>\$ -</u>	

PROPOSED 2022 BUDGETS
DEBT SERVICE FUND
CAPITAL PROJECTS FUNDS

City of Dalton
Debt Service Fund and Capital Projects Funds
2022 Budgets

	Debt Service Fund	Capital Acquisition Fund	Bonded 2021 Capital Projects
Revenues			
Interest income	\$ 800	\$ 2,000	\$ -
Total Revenues	<u>800</u>	<u>2,000</u>	<u>-</u>
Expenditures			
General government and administrative	4,000	-	-
Capital expenditures	-	396,600	5,821,800
Debt service - principle & interest	814,425	-	-
Total Expenditures	<u>818,425</u>	<u>396,600</u>	<u>5,821,800</u>
(Deficiency) of Revenues (Under Expenditures)	<u>(817,625)</u>	<u>(394,600)</u>	<u>(5,821,800)</u>
Other Financing Sources (Uses)			
Transfers in (out)	532,000	384,600	5,821,800
Proceeds from sale of capital assets	-	10,000	-
Total Other Financing Sources (Uses)	<u>532,000</u>	<u>394,600</u>	<u>5,821,800</u>
Net Change in Fund Balance	<u>\$ (285,625)</u>	<u>\$ -</u>	<u>\$ -</u>

Please note the 2015 SPLOST Fund, 2020 SPLOST Fund, and the 2021 Bonded Capital Projects Fund are multi-year budgets and not adopted annually. Any changes to these funds are achieved by Budget Amendments.

2022 PROPOSED BUDGETS SPECIAL REVENUE FUNDS

City of Dalton
Special Revenue Funds
2022 Budgets

	Hotel Motel Tax	Confiscated Assets	Tax Allocation District #1	Tax Allocation District #3	Economic Development	CDBG Grant Fund	Airport Grant Fund	ARPA Grant Fund
Revenues								
Hotel motel taxes	\$ 1,575,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	10,000	-	-	-	-	-	-
Property taxes	-	-	-	-	-	-	-	-
PILOT payments	-	-	-	-	33,000	-	-	-
Intergovernmental - federal and state	-	40,000	-	-	-	603,000	397,500	4,436,715
Investment earnings	-	300	50	-	3,000	-	-	500
Total Revenues	<u>1,575,000</u>	<u>50,300</u>	<u>50</u>	<u>-</u>	<u>36,000</u>	<u>603,000</u>	<u>397,500</u>	<u>4,437,215</u>
Expenditures								
General government	-	-	-	-	-	26,000	430,000	-
Housing and development	-	-	50	50	1,500,000	452,000	-	-
Public safety	-	52,300	-	-	-	-	-	-
Public works and infrastructure	-	-	-	-	-	-	-	1,545,415
Health and welfare	-	-	-	-	-	125,000	-	-
Culture, recreation and tourism	1,097,450	-	-	-	-	-	-	-
Total Expenditures	<u>1,097,450</u>	<u>52,300</u>	<u>50</u>	<u>50</u>	<u>1,500,000</u>	<u>603,000</u>	<u>430,000</u>	<u>1,545,415</u>
(Deficiency) of Revenues (Under Expenditures)	<u>477,550</u>	<u>(2,000)</u>	<u>-</u>	<u>(50)</u>	<u>(1,464,000)</u>	<u>-</u>	<u>(32,500)</u>	<u>2,891,800</u>
Other Financing Sources (Uses)								
Transfers in (out)	(477,550)	-	-	-	-	-	32,500	(7,321,800)
Proceeds from sale of capital assets	-	2,000	-	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(477,550)</u>	<u>2,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>32,500</u>	<u>(7,321,800)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (50)</u>	<u>\$ (1,464,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,430,000)</u>

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 15, 2021

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

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Crews, second Council member Harlan, the Agenda dated November 15, 2021 was approved with an amendment to add the appointment to the Water, Light and Sinking Fund Commission. The vote was unanimous in favor.

PUBLIC COMMENTARY

Patricia Edwards and Nancy Williams from the Library Board requested additional funding from the City of Dalton.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of November 1, 2021. On the motion of Council member Harlan, second Council member Crews, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION – HOSPICE MONTH

The Mayor and Council proclaimed November 22, 2021 as Hospice Month and urged all government agencies, community organizations, and citizens of Dalton to participate in related activities and to support hospice and the vital services it offers our community during the month of November and throughout the year.

RESOLUTION 21-13 – ELECTION RESULTS CERTIFICATION

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council certified the following Election Results from the Municipal Election held November 2, 2021:

- FOR City Council Ward 1 (Special):
Dennis Mockreceived 1793 votes.
- FOR City Council Ward 2:
Annalee Harlan (I)received 1482 votes.
Rodney C. Millerreceived 610 votes.
- FOR City Council Ward 4:
Gary D. Crews (I)received 1013 votes.
Steve Farrowreceived 1061 votes.
- FOR Dalton Board of Education (Evans):
Matt Evans (I)received 1767 votes.
- FOR Dalton Board of Education (Griffin):
Palmer Griffin (I)received 1408 votes.
Manuel J. Mezareceived 659 votes.

The vote was unanimous in favor.

OATH OF OFFICE - DENNIS MOCK, CITY COUNCIL MEMBER WARD 1

City Attorney Terry Miller administered the Oath of Office to newly elected Dennis Mock for Ward 1. Council member Mock took his seat.

RENEWAL OF AETNA EMPLOYEE ASSISTANCE PROGRAM (EAP)

Human Resources Director Greg Batts presented the Renewal Agreement for the City's Aetna Employee Assistance Program (EAP) from 01-01-2022 to 12-01-2024. On the motion of Council member Harlan, second Council member Mock, the Agreement was approved.

RESOLUTION 21-14 – FORMER EMPLOYEES MAJOR MEDICAL INSURANCE PLAN

The Mayor and Council reviewed Resolution 21-14 regarding Former Employees Major Medical Insurance Plan to Replace the Existing Group Health and Major Medical Insurance Plan for Retired Former Employees of The City of Dalton With an Individual Coverage Health Reimbursement Arrangement ("the Plan") For Such Eligible Persons and Beneficiaries; To Authorize Establishment of The Plan; To Provide Effective Dates; And for Other Purposes. On the motion of Council member Harlan, second Council member Mock, the Mayor and Council approved the Resolution. The vote was unanimous in favor.

AGREEMENT WITH HEALTH ONE ALLIANCE D/B/A HRA SIMPLE FOR
HEALTH REIMBURSEMENT ACCOUNT

Human Resources Director Greg Batts presented the Agreement with Health One Alliance d/b/a HRA Simple for Health

Reimbursement Account for retired former employees at a rate of \$5000 for implementation and \$30.00 per retiree, per month. On the motion of Council member Harlan, second Council member Mock, the Agreement was approved. The vote was unanimous in favor.

APPOINTMENT OF ELECTED OFFICIAL TO DEFINED CONTRIBUTION COMMITTEE

On the motion of Council member Mock, second Council member Crews, the Mayor and Council appointed Council member Harlan to the Defined Contribution Committee as the elected official. The vote was unanimous in favor.

FY-2021 BUDGET AMENDMENT #4

CFO Cindy Jackson presented FY 2021 Budget Amendment #4 to record insurance reimbursement for wrecked fire department vehicle, porta-toilet at Convention Center for Regeneron treatment event, and FY 21-22 CDBG annual entitlement allocations. On the motion of Council member Mock, second Council member Crews, the amendment was approved. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGES – PUBLIC WORKS

T. Jackson Sheppard, E.I.T., Project Engineer at Public Works, presented the following Traffic Control Changes:

- Section of Spencer Street Two Lane Residential No Parking in Southbound Lane
- Section of Castle Road Two-Lane Residential No Parking on Both Sides
- One-Way West Bound Entering on Ashworth Drive, and Exiting South Bound Off Dude Street

On the motion of Council member Harlan, second Council member Mock, the Traffic Control Changes were approved. The vote was unanimous in favor.

FIRST READING - ORDINANCE 21-20

The Mayor and Council held a first reading of Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

APPOINTMENT – WATER, LIGHT, & SINKING FUND COMMISSION

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council re-appointed Joe Yarborough to the Water, Light, & Sinking Fund Commission. The vote was unanimous in favor.

ANNOUNCEMENTS

The Mayor announced that City of Dalton government offices will be closed November 25-26, 2021 for the Thanksgiving holidays.

EXECUTIVE SESSION - PERSONNEL MATTERS

On the motion of Council member Harlan, second Council member Mock, the Mayor and Council adjourned into Executive Session to discuss personnel matters at 6:28 p.m. The vote was unanimous in favor.

On the motion of Council member Harlan, second Council member Mock, the Mayor and Council adjourned out of Executive Session at 7:05 p.m. no action was taken. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 7:06 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SPECIAL CALLED MEETING
WORK SESSION
12:00 P.M.
NOVEMBER 22, 2021

The Mayor and Council held a noon meeting in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Dennis Mock, Gary Crews, and Tyree Goodlett, City Administrator Andrew Parker, City Attorney Terry Miller and several department heads.

The Meeting was held to discuss the current City of Dalton Charter that has not been updated in many years. The Mayor and Council discussed options and directives to start the process of reviewing and potentially amending the Charter. Items discussed were City Administrator verses City Manager and the roles of Boards & Authorities.

The Mayor and Council instructed City Administrator Andrew Parker and City Attorney Terry Miller to work on the logistics of a new Charter. No action was taken.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:45 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: 2nd Reading Ordinance 21-20 Cuyler Street Closing

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Second Reading - Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes

ORDINANCE 21-20

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Cuyler Street, To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of Cuyler Street For Public Transportation Use; To Declare The Closing Of Such Section Of Cuyler Street, To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish 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

Upon investigation and inquiry, the Mayor and Council find that the below described section of Cuyler Street in the City of Dalton, Whitfield County, Georgia, as shown on the official SAP Map of the City of Dalton and pertaining to property in Land Lot No. 219 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit "B" attached hereto and incorporated herein by reference for a description of said section of Cuyler Street.

Section 2

Notifications to property owners located on the property described above to be closed has been given and acknowledged by the adjoining property owner who has consented thereto and who has petitioned for its Closure.

Section 3

The section of Cuyler Street to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street or road purposes shall cease upon the effective date of this Ordinance except that the City of Dalton reserves any portion thereof where it maintains an easement for natural gas, water, and sewer lines through the operations of Dalton Utilities.

Section 4

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to the contiguous owner and its successors and assigns.

Section 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any 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 _____, 2021

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

ATTEST:

MAYOR

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 _____.

CITY CLERK
CITY OF DALTON

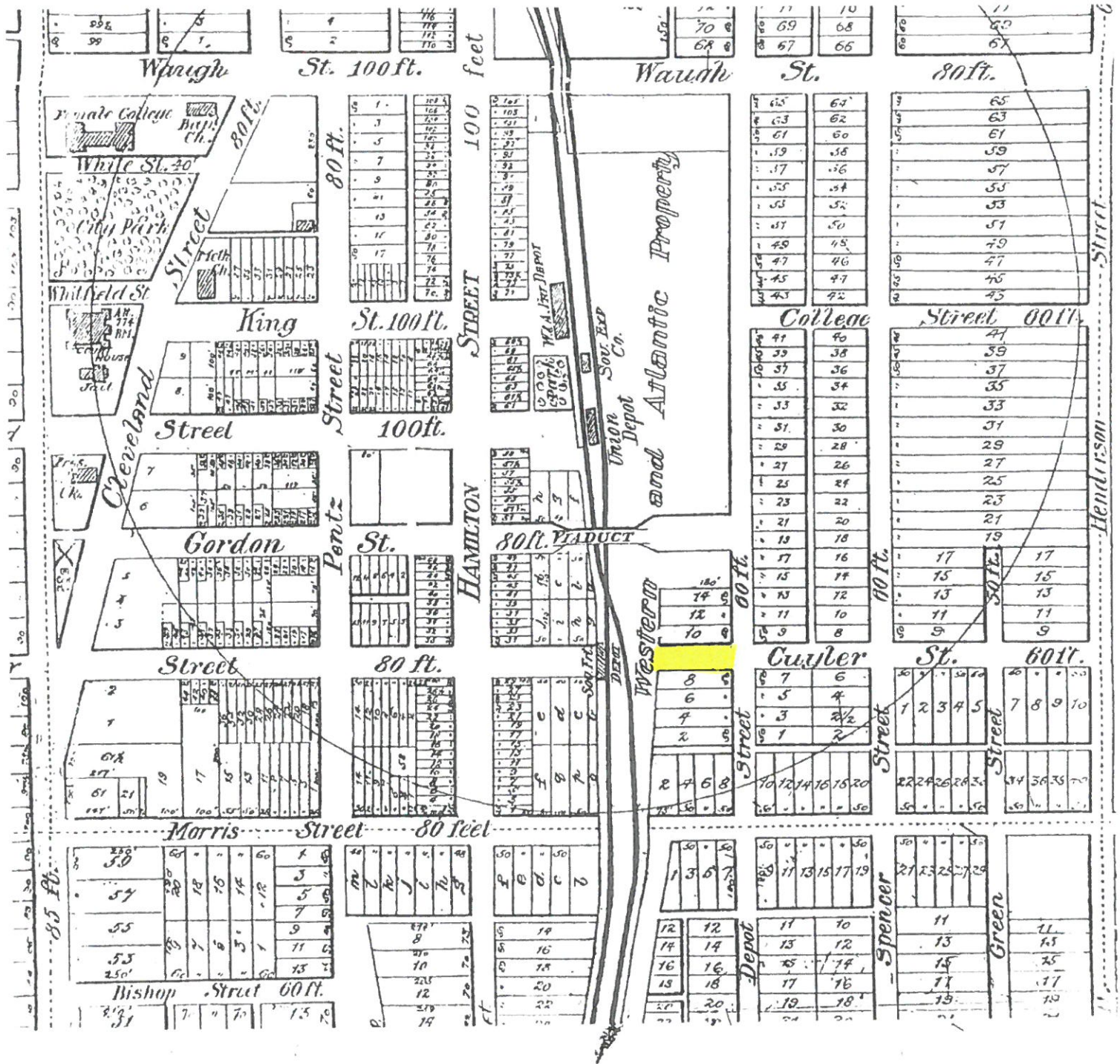


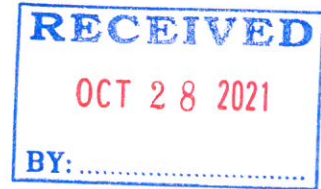
EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot No. 219 of the 12th District and 3rd Section of Whitfield County, Georgia and more particularly described as:

That strip of land being sixty (60) feet in width designated on the official SAP Map of the City of Dalton as a section of unopened Cuyler Street lying easterly of the Western and Atlantic Property and extending easterly between Lots 8 and 10 to Depot Street (now known as Glenwood Avenue) as shown on said Map.



THE MINOR FIRM
Minor Firm. Major Results.



October 27, 2021

VIA HAND DELIVERY

Honorable Andrew Parker
City Administrator
City Hall
300 W. Waugh Street
Dalton, GA 30720

Re: Closing Portion of Cuyler Street

Dear Andrew:

Pursuant to our recent telephone conversation, you will find the enclosed original Petition to close the portion of Cuyler Street as described in the attached Petition and as shown on the attached map of the old official SAP Map of the City of Dalton.

Please review this document and if the same appears to be in order, please schedule the same for a first and second reading before the Mayor and Counsel.

If you have any questions regarding the document, please do not hesitate to let me know.

Yours truly,

The Minor Firm, LLC

J. Tom Minor, IV

JTM;mw

Enclosures

PETITION TO CLOSE ROAD

Comes now, Oakwood Property Group, LLC as Petitioner, and requests that the Mayor and Council of the City of Dalton, Georgia declare that the portion of Cuyler Street described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting both sides of said public road which is requested to be closed.

2. The road which Petitioner request the Mayor and Council of the City of Dalton, Georgia to declare abandoned has been abandoned as long as records exist, and has never been a portion of City of Dalton road system, nor never been expressly dedicated to the City of Dalton. The road which Petitioner requests the Mayor and Council of City of Dalton to declare abandoned has never been maintained by the City of Dalton.

3. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

4. The Mayor and Council of the City of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

5. No part of said road which Petitioner requests to be closed is located within any municipality nor is said road a part of the State Highway System.

6. Petitioner shows that the aforesaid road and the general location of said road is shown in yellow by the sketch attached hereto and marked as Exhibit "A", for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the Mayor and Council of the City of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 24th day of October, 2021.



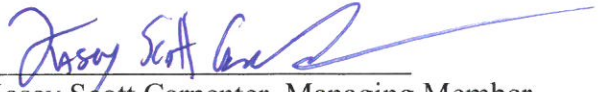
J. Tom Minor, IV as Attorney for Petitioner

Georgia, Whitfield County

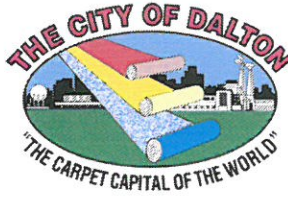
The undersigned, being the person owning or having any interest in the lands through which and Cuyler Street passes, as set forth in a Notice or Hearing pending before the Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Petition of Oakwood Property Group, LLC, and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 26th day of October, 2021.

Oakwood Property Group, LLC

By: 
Kasey Scott Carpenter, Managing Member

CITY ADMINISTRATOR
P. ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov




MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN

MEMORANDUM

TO: Benny Dunn, Public Works Director
Cliff Cason, Police Chief
Todd Pangle, Fire Chief
Terry Miller, City Attorney
Tom Bundros, Dalton Utilities

CC: Andrew Parker, City Administrator

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler Street

DATE: October 29, 2021

Enclosed for your consideration is a street closing/quit claim request from Kasey Carpenter, Oakwood Property Group, LLC for a portion of Cuyler Street, lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia and now running through the lands of Oakwood Property Group as shown on the old official SAP Map of the City of Dalton. Please review the documents and return written comments stating approval/disapproval to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning November 5, 2021. A first reading on the closing request will be held at the November 15, 2021 Mayor and Council meeting followed by a second reading on December 6, 2021. Thank you for your assistance in this process and please email or call me should you have any questions.



October 29, 2021

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

**RE: Street Closing/Quit Claim Request
Cuyler Street – Oakwood Property Group**

Dear Mayor Pennington:

As requested in your October 29, 2021, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of Cuyler Street. The following paragraph will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains an overhead electrical service line and an underground natural gas service line in the section of un-opened road right-of-way. If the customer wishes to keep and utilize these services, then these utility lines need to remain in place in order to maintain the level of service currently provided to this location. As such, a permanent utility easement for those utility services would need to be retained in order to service and replace those utility lines into the future. If the building owner no longer desires to keep these utility services, then Dalton Utilities can permanently abandon those lines upon receipt of written request from the property owner.

Our approval of the road closure is contingent upon the retention of a permanent easement as noted previously unless the property owner desires permanent abandonment of those utility lines. 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,

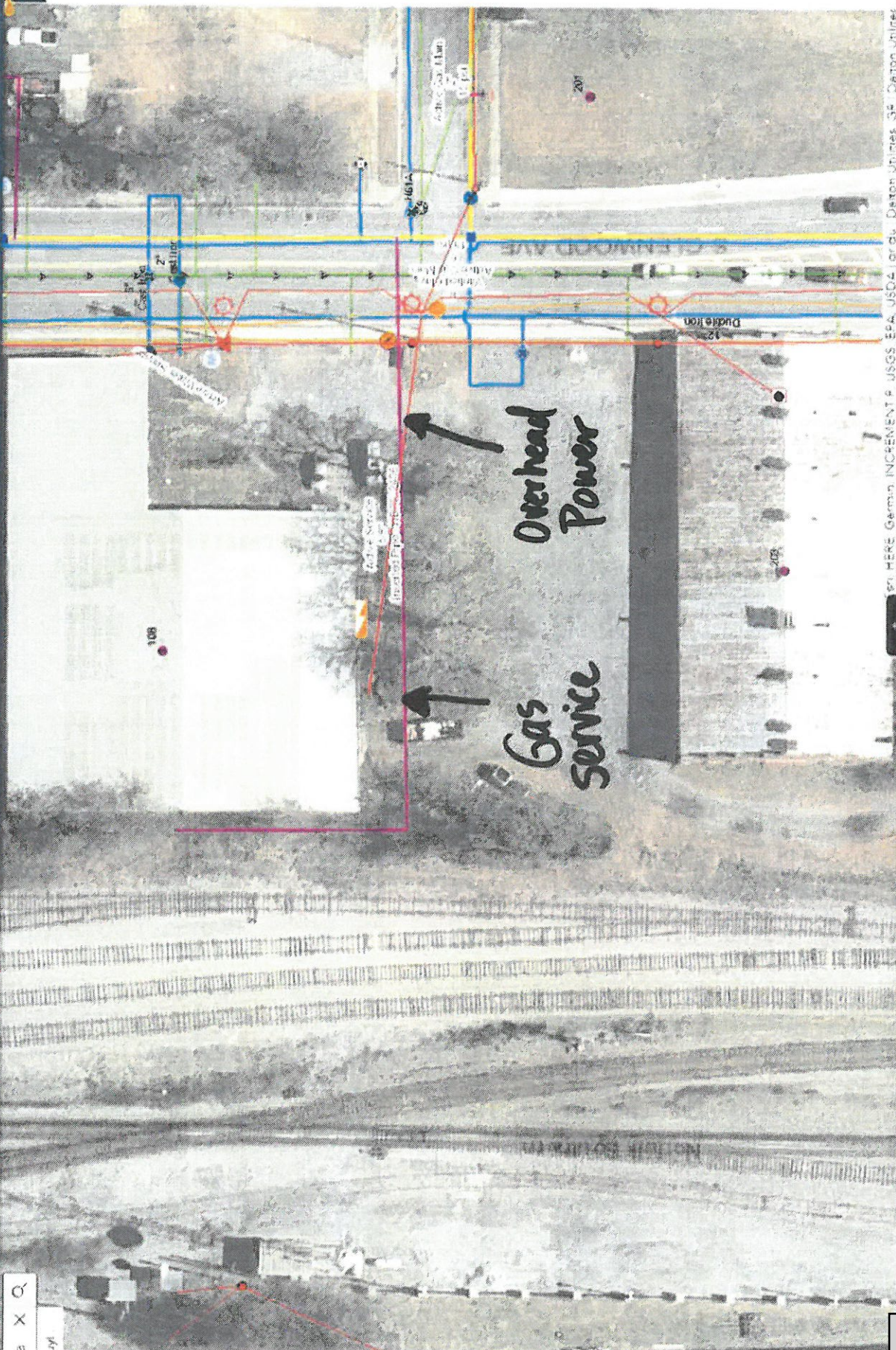
A handwritten signature in blue ink that reads "Mark Buckner".

Mark Buckner

Layer List

Layers

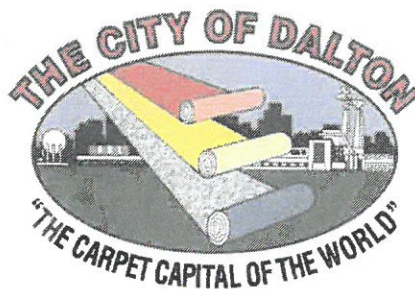
- ☒ Electric Sy
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- ☒ Sewer Sys
- ☒ Water Sys
- ☒ LAC Syste
- ☒ Storm Sew
- ☒ Cables
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- ☒ Aerial W
- ☒ Aerial M
- ☒ Aerial Ca



**PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR**

bdunn@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

MEMORANDUM

To: Kimberley Witherow
Cc: Andrew Parker, City Administrator
From: Benny Dunn, Interim Public Works Director
Re: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler Street
Date: October 29, 2021

Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Cuyler Street as shown on the map in the Petition Request.

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



Public Safety Commission
Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield

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

Date: November 5, 2021
To: Chief Cliff Cason
From: Lieutenant Matthew Locke
RE: Quit Claim Request

Chief Cason,

I have reviewed the Quit Claim Request for the property located within Land Lot # 219 in the 12th District and 3rd Section of Whitfield County, running through the lands of Oakwood Property Group. The decision to keep or abandon any interests the City may have with this property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matthew Locke".

Lieutenant Matthew Locke

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Terry Mathis
Anthony Walker
Bill Weaver
Truman Whitfield

November 10, 2021

David Pennington, III
Mayor, City of Dalton

Re: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler St.

Greetings,

We have reviewed this request and find no adverse effects caused by granting this request.
Please let me know if there are any further needs from the fire department pertaining to this request.

Thank you,


Todd Pangle
Fire Chief
Dalton Fire Department





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/06/2021

Agenda Item: New 2021 - 2022 Alcohol Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

(4) New 2021 - 2022 Alcohol Application recommendations by the Public Safety Commission on their regular November 16, 2021 meeting.

2021 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY NOVEMBER 16, 2021

M&C MONDAY DECEMBER 6, 2021

(4) 2021-2022 ALCOHOL APPLICATIONS

1. Business Owner: 1246 Thornton Inc.
d/b/a: Royal Foodmart #2
Applicant: Prahladhari G. Chaudhari
Business Address: 1246 N. Thornton Ave
License Type: Package Beer, Package Wine (Convenience Store | Gas Station)
Disposition: **New**
2. Business Owner: Micarma, LLC
d/b/a: 1 Stop Shop
Applicant: Mirtha Carranza Maldonado
Business Address: 700 Redwine St. Suite 1
License Type: Package Beer (Convenience Store)
Disposition: **New**
3. Business Owner: Barakha Enterpriss, LLC
d/b/a: Carniceria 18
Applicant: Margarita D. Morales
Business Address: 737 Riverbend Rd.
License Type: Package Beer (Grocery Store)
Disposition: **New**
4. Business Owner: La Coronita Market St.
d/b/a: La Coronita
Applicant: Humberto Corona Jr.
Business Address: 1001 East Morris St.
License Type: Package Beer (Convenience Store)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/06/2021
Agenda Item: 2022 Application Renewals
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:**

(131) 2022 Alcohol Application Renewal recommendation by the Public Safety Commission on their regular November 16, 2021 meeting.

(4) 2022 Pawnbroker Renewal recommendation by the Public Safety Commission on their regular November 16, 2021 meeting.

2022 ALCOHOL RENEWALS					
	DBA	LOCATION ADDRESS	CONTACT	CHANGE	MEETING DATES
1	ABC PACKAGE STORE	530 N GLENWOOD AVE	FALGUNI PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
2	ACCESS FOOD MART	1128 S. THORNTON AVE	SHAKILA BANO	NONE	PSC 11/16/21 - M&C 12/06/21
3	AK TOBACCO OUTLET & GIFT	906 S THORNTON ST STE B	DAWOODD HUSSAIN	NONE	PSC 11/16/21 - M&C 12/06/21
4	ALDI #93	2210 E WALNUT AVE	ANDREW CARLETON	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
5	ALONDRA'S #2	101 W. WALNUT AVE STE 9	KRISTINA BARRAGAN	NONE	PSC 11/16/21 - M&C 12/06/21
6	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	KINSEY BRUCE	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
7	BAJA COOP	222 N. HAMILTON ST	THOMAS DAVID POTTS JR.	NONE	PSC 11/16/21 - M&C 12/06/21
8	BIG'S AXE THROWING, LLC	825 CHATTANOOGA AVE	ROGER MELENDREZ JR.	NONE	PSC 11/16/21 - M&C 12/06/21
9	BP WALNUT AVE	1522 W WALNUT AVE	NAREN PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
10	CAFE OSTRO	240 N. HAMILTON ST	HAISAN SHEIMDEH	NONE	PSC 11/16/21 - M&C 12/06/21
11	CASA FRIDA	323 N. HAMILTON ST	RIGOBERTO BARRAGAN	NONE	PSC 11/16/21 - M&C 12/06/21
12	CHEF LIN	100 W WALNUT AVE 146	JIM WU LIN	NONE	PSC 11/16/21 - M&C 12/06/21
13	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	KASEY CARPENTER	NONE	PSC 11/16/21 - M&C 12/06/21
14	CHEVRON FOOD MART	100 N. OAKS DR.	SABINA LANDEROS	NONE	PSC 11/16/21 - M&C 12/06/21
15	CHIHUAHUA MEXICAN FOOD	314 N. GLENWOOD AVE	ROSA JIMENEZ	NONE	PSC 11/16/21 - M&C 12/06/21
16	CHILI'S GRILL & BAR	881 HOLIDAY INN DR.	KATHERINE HASTY	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
17	CIRCLE K #2723523	1010 E. WALNUT AVE	KELLI PAIGE MUCHLEISEN	NONE	PSC 11/16/21 - M&C 12/06/21
18	CIRCLE K #2723590	2214 E WALNUT AVE	KELLI PAIGE MUEHLEISEN	NONE	PSC 11/16/21 - M&C 12/06/21
19	CIRCLE K #2723604	1200 CLEVELAND HWY	KELLI PAIGE MUENLEISEN	NONE	PSC 11/16/21 - M&C 12/06/21
20	CITGO FOOD MART	1246 N THORNTON AVE	DELENIA STINES	NONE	PSC 11/16/21 - M&C 12/06/21
21	CITY LIQUOR	1215 N. GLENWOOD AVE	HIRENKUMAR B. PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
22	CMI DESIGNS, INC.	921 S. THORNTON AVE	COURTNEY MYERS	NONE	PSC 11/16/21 - M&C 12/06/21
23	COLD CREEK AT NORTH OAKS	101 N. OAKS DR SUITE 1	KEITH BURTON	NONE	PSC 11/16/21 - M&C 12/06/21
24	CORNER EXPRESS	400 N. GLENWOOD AVE	SABINA M LANDEROS	NONE	PSC 11/16/21 - M&C 12/06/21
25	COURTYARD DALTON	785 COLLEGE DR.	BETTY LOVAIN	NONE	PSC 11/16/21 - M&C 12/06/21
26	COX'S LIQUOR	1301 EAST WALNUT AVE	CHIRAG PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
27	CREATIVE ARTS GUILD COMMUNITY SUPPORT CO	520 WEST WAUGH ST	LEANNE MARTIN	NONE	PSC 11/16/21 - M&C 12/06/21
28	CRESCENT CITY TAVERN	324 S. DEPOT ST	GARETH ROSS ROGERS	NONE	PSC 11/16/21 - M&C 12/06/21
29	CVS/PHARMACY #5608	2501 EAST WALNUT AVE	TERESA SHOEMAKE	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
30	CYRA'S OPEN RANGE & GARDEN	208 NORTH PENTZ ST	THOMAS DAVID POTTS JR.	NONE	PSC 11/16/21 - M&C 12/06/21
31	DALTON BREWING COMPANY	112 W. KING ST	CHRISTOPHER BROWN	NONE	PSC 11/16/21 - M&C 12/06/21
32	DALTON DISTILLERY	109 E MORRIS ST	SHERRIE LEA HAMPTON	NONE	PSC 11/16/21 - M&C 12/06/21
33	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	WILLIE ROBERSON JR.	NONE	PSC 11/16/21 - M&C 12/06/21
34	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	ANKIT PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
35	DALTON FOOD MART	2201 CHATTANOOGA RD	ANIL PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
36	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	SCOTT F STUART	NONE	PSC 11/16/21 - M&C 12/06/21
37	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	BABUBHAI C. PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
38	DELRAY FARMS	2518 E WALNUT AVE	MARIO PEREZ	NONE	PSC 11/16/21 - M&C 12/06/21
39	DELTA EXPRESS #3513	324 N GLENWOOD AVE	LISA SHORT	NONE	PSC 11/16/21 - M&C 12/06/21
40	DISCOTEQUE EL VENENO	600 MLK JR BLVD SUITE A	RENEE TORRES	NONE	PSC 11/16/21 - M&C 12/06/21
41	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	LESLIE PARRISH	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
42	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	TAWANA CLEM	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
43	DOWNTOWN DALTON DEVELOPMENT AUTHORITY	101 S. HAMILTON ST.	AUDREY BATTS	NONE	PSC 11/16/21 - M&C 12/06/21
44	EL MILAGRO	608 MLK JR. BLVD	ELVIA ESPINOZA	NONE	PSC 11/16/21 - M&C 12/06/21
45	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	NANCY HERNANDEZ	NONE	PSC 11/16/21 - M&C 12/06/21
46	EL REY DE ORO	1531 EAST MORRIS ST	LUCIANO RODRIGUEZ	NONE	PSC 11/16/21 - M&C 12/06/21
47	EL SABOR DE LA PATRONA	603 FLEMING ST	MARIA ESTRADA	NONE	PSC 11/16/21 - M&C 12/06/21
48	EZ STOP	1524 E. MORRIS ST	MUKESHBHAI C PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
49	FARM GOLF CLUB	187 S GOOSE HILL RD	BENNIE M LAUGHTER	NONE	PSC 11/16/21 - M&C 12/06/21
50	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	ESTHELA FRAIRE	NONE	PSC 11/16/21 - M&C 12/06/21
51	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	LUIS JOSE GANDARA	NONE	PSC 11/16/21 - M&C 12/06/21
52	FOOD CITY #211	1308 WEST WALNUT AVE	RONALD J. DILLS, JR.	NONE	PSC 11/16/21 - M&C 12/06/21
53	FORTUNE COOKIE	801 E. WALNUT AVE SUITE J	AIYUN GAO	NONE	PSC 11/16/21 - M&C 12/06/21
54	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	YAN BIN CHEN	NONE	PSC 11/16/21 - M&C 12/06/21
55	GOLD BEER SHOP	1125 EAST WALNUT AVE SUITE A	SANGITABEN C. BAVARIYA	NONE	PSC 11/16/21 - M&C 12/06/21
56	GONDOLIER PIZZA	1229 N GLENWOOD AVE	MARCO AVILA	NONE	PSC 11/16/21 - M&C 12/06/21
57	GONDOLIER PIZZA	900 S. THORNTON AVE	MARCO A. AVILA	NONE	PSC 11/16/21 - M&C 12/06/21
58	GUADALAJARA OF DALTON	817 S. HAMILTON ST	ALVARO ALBERTO BARRAGAN	NONE	PSC 11/16/21 - M&C 12/06/21
59	H & R DALTON INC	1704 ABUTMENT RD	KAMRAN HAMEED	NONE	PSC 11/16/21 - M&C 12/06/21
60	HAMILTON'S	243 N HAMILTON ST STE 5	GARY WOOD	NONE	PSC 11/16/21 - M&C 12/06/21
61	HIGH ROLLER LOUNGE	251 N. HAMILTON ST.	ALVARO ACOSTA	NONE	PSC 11/16/21 - M&C 12/06/21
62	HILTON GARDEN INN	879 COLLEGE DR	GAUTAN NANDA	NONE	PSC 11/16/21 - M&C 12/06/21
63	HOLMES LIQUOR	2205 CHATTANOOGA RD	RUPAL A. PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
64	JAS TOBACCO	601 FLEMING ST. SUITE A	HEATHER SINGH	NONE	PSC 11/16/21 - M&C 12/06/21
65	JAX'S LIQUOR	1300 E MORRIS ST	ANKIT KUMAR PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
66	JYJ LIQUOR STORE	101 W WALNUT AVE SUITE 13	CHEN YAO WU	NONE	PSC 11/16/21 - M&C 12/06/21
67	KROGER COMPANY #265	1205 CLEVELAND RD	JOHN CZERNESKI	NONE	PSC 11/16/21 - M&C 12/06/21
68	KROGER STORE #458	1365 W WALNUT AVE	JOHN J CZERNESKI	NONE	PSC 11/16/21 - M&C 12/06/21
69	KUMO HIBACHI SUSHI	1277 N GLENWOOD AVE	IVY ZHANG	NONE	PSC 11/16/21 - M&C 12/06/21
70	KWIK SERV #10	2210 CHATTANOOGA RD	RAHIM MERCHANT	NONE	PSC 11/16/21 - M&C 12/06/21
71	LA DONA NIGHT CLUB	700 REDWINE ST STE 3,4,5	MIRTHA CARRANZA	NONE	PSC 11/16/21 - M&C 12/06/21
72	LA ESQUINITA	1205 EAST MORRIS ST	MIRTHA CARRANZA	NONE	PSC 11/16/21 - M&C 12/06/21
73	LA FOGATA FUSION RESTAURANT	702 5TH AVE	GRECHY SUAZO	NONE	PSC 11/16/21 - M&C 12/06/21
74	LA HIDALGUENSE	628 FIFTH AVE	ELSA CORONA	NONE	PSC 11/16/21 - M&C 12/06/21

75	LA PROVIDENCIA	1300 UNDERWOOD ST	AMIN TAJUDIN	NONE	PSC 11/16/21 - M&C 12/06/21
76	LA TIENDITA	700 REDWINE ST STE 2	MARIA MALDONADO	NONE	PSC 11/16/21 - M&C 12/06/21
77	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	MARTHA CASTILLO	NONE	PSC 11/16/21 - M&C 12/06/21
78	LOA BAKERY	737 RIVERBEND RD	FRANCISCO PALACIOS	NONE	PSC 11/16/21 - M&C 12/06/21
79	LOGAN'S ROADHOUSE #427	811 WALNUT SQR BLVD	AUDREA MILLS	NONE	PSC 11/16/21 - M&C 12/06/21
80	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	KELLIE WASHINGTON	NONE	PSC 11/16/21 - M&C 12/06/21
81	LOS PABLO'S MEXICAN RESTAURANT #1	2204 CHATTANOOGA RD	JEANNETTE RODRIGUEZ	NONE	PSC 11/16/21 - M&C 12/06/21
82	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	JOSE MIRANDA RUIZ	NONE	PSC 11/16/21 - M&C 12/06/21
83	MAGANA'S LIQUOR	604 MLK JR BLVD	MAYRA HERNANDEZ	NONE	PSC 11/16/21 - M&C 12/06/21
84	MAPCO #3615	2000 CHATTANOOGA RD	LISA SHORT	NONE	PSC 11/16/21 - M&C 12/06/21
85	MAPCO #3622	811 RIVERBEND RD	LISA SHORT	NONE	PSC 11/16/21 - M&C 12/06/21
86	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	MIGUEL NUNO-ROBLES	NONE	PSC 11/16/21 - M&C 12/06/21
87	MARKET PLACE	1001 MARKET ST SUITE 23	BHAVANA S. PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
88	NATIVE	825 CHATTANOOGA AVE	DUSTIN COKER	NONE	PSC 11/16/21 - M&C 12/06/21
89	NIZZIE'S PACKAGE STORE	1902 CHATTANOOGA RD	KIRITBHAI N. PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
90	NORTHWEST GA TRADE & CONV CTR AUTHORITY	2211 DUG GAP BATTLE RD	DOUGLAS W PHIPPS	NONE	PSC 11/16/21 - M&C 12/06/21
91	OUTBACK STEAKHOUSE #1128	955 MARKET ST	CURTIS LEE JONES	NONE	PSC 11/16/21 - M&C 12/06/21
92	OYSTER PUB	930 MARKET ST STE# 12	RAFEK MUGHRABI	NONE	PSC 11/16/21 - M&C 12/06/21
93	PABLITO'S CANTINA & GRILL LLC	933 MARKET ST STE 14, 14A	PABLO RODRIGUEZ	NONE	PSC 11/16/21 - M&C 12/06/21
94	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	RUBEN DIAZ	NONE	PSC 11/16/21 - M&C 12/06/21
95	QUICK STOP	507 E MORRIS ST	TULSIDAS PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
96	RACETRAC #213	1907 CHATTANOOGA RD	ANGELA D. CONNER	NONE	PSC 11/16/21 - M&C 12/06/21
97	RACETRAC #289	1511 W WALNUT AVE	ANGELA D. CONNER	NONE	PSC 11/16/21 - M&C 12/06/21
98	RAPIDS	1016 N. GLENWOOD AVE	FARHAN DHANANI	NONE	PSC 11/16/21 - M&C 12/06/21
99	RASPBERRY ROW	205 W CUYLER ST	KRISTA LONG	NONE	PSC 11/16/21 - M&C 12/06/21
100	RED LOBSTER #0782	901 W BRIDGE	JERRY DAVIS	NONE	PSC 11/16/21 - M&C 12/06/21
101	ROAD RUNNERS CARNICERIA	532 UNDERWOOD ST	HETA PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
102	ROYAL FOOD MART	705 S. THORNTON AVE SUITE A	PRAHLADBHAI CHAUDHARI	NONE	PSC 11/16/21 - M&C 12/06/21
103	ROYAL VAPE	920 MARKET ST SUITE F & E	UMAR SHEIKH	NONE	PSC 11/16/21 - M&C 12/06/21
104	SALON RIO GRANDE	514 COMMERCE DR	JESUS RAMOS GONZALEZ	NONE	PSC 11/16/21 - M&C 12/06/21
105	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	JIM WU LIN	NONE	PSC 11/16/21 - M&C 12/06/21
106	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	KARINA CERVANTES	NONE	PSC 11/16/21 - M&C 12/06/21
107	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	LOWELL KIRKMAN	NONE	PSC 11/16/21 - M&C 12/06/21
108	SUNRISE MARKET #4	105 W WALNUT AVE	RAJAN B PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
109	TENOCH	319 N. HAMILTON ST	LAURA VITAL	NONE	PSC 11/16/21 - M&C 12/06/21
110	TEQUILA'S LIQUOR	312 NORTH GLENWOOD AVE	JUAN CARLOS JIMENEZ	NONE	PSC 11/16/21 - M&C 12/06/21
111	THE BUCKIN' BURRITO	212 N HAMILTON ST	STAN FETZER	NONE	PSC 11/16/21 - M&C 12/06/21
112	THE GREEN DOOR MARKET	109 W. CUYLER ST	MARICARMEN CRITIDES	NONE	PSC 11/16/21 - M&C 12/06/21
113	TIBBS CONVENIENCE STORE	813 N TIBBS RD	KIRITKUMAR PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
114	TIENDA TIKAL Y COCINA	616 4TH AVENUE STE 4-6	JULIO ANDRES	NONE	PSC 11/16/21 - M&C 12/06/21
115	TIJUANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	PEDRO GANDARA	NONE	PSC 11/16/21 - M&C 12/06/21
116	TOBACCO OUTLET	1339 W WALNUT AVE	MAYUR K PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
117	UNIK SWEET DELIGHTS	238 N. HAMILTON STE 1	JOSE L. JIMENEZ LOPEZ	NONE	PSC 11/16/21 - M&C 12/06/21
118	VALLARTA TAQUERIA, INC	801 E WALNUT AVE STE C	MARTIN DOMINGUEZ	NONE	PSC 11/16/21 - M&C 12/06/21
119	VIP LIQUORS	785 SHUGART RD STE 1	VIPULKUMAR G. CHAUDHARI	NONE	PSC 11/16/21 - M&C 12/06/21
120	VIP TOBACCO MART	785 SHUGART RD SUITE 4	ASHIT KADAKIA	NONE	PSC 11/16/21 - M&C 12/06/21
121	WALGREENS #05954	1247 W. WALNUT AVE	APRIL RENEE SMITH	NONE	PSC 11/16/21 - M&C 12/06/21
122	WALGREENS #11994	2225 E. WALNUT AVE	APRIL R LOWRANCE	NONE	PSC 11/16/21 - M&C 12/06/21
123	WALGREENS #17232	1320 CLEVELAND HWY	MICHAEL CADDEN	NONE	PSC 11/16/21 - M&C 12/06/21
124	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	GEORGE JEUNELOT JRO	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
125	WAL-MART SUPERCENTER #5173	815 SHUGART RD	SHIRLEY RENAE BEATTY	DESIGNATED AGENT	PSC 11/16/21 - M&C 12/06/21
126	WALNUT EXPRESS	2524 E WALNUT AVE	JERRY M. WAITS	NONE	PSC 11/16/21 - M&C 12/06/21
127	VIP TOBACCO MART #2	314 N. GLEENWOOD AVE	ASHIT KADAKIA	NONE	PSC 11/16/21 - M&C 12/06/21
128	CIGAR TYME LOUNGE	267 N. HAMILTON ST	JUAN CARLOS ESCUDERO	NONE	PSC 11/16/21 - M&C 12/06/21
129	TIENDA TIKAL #2	616 4TH AVENUE STE 4-6	ANDRES JUAN PASCUAL	NONE	PSC 11/16/21 - M&C 12/06/21
130	DALTON BEVERAGES	1007 S. THORNTON AVE	RAJAN PATEL	NONE	PSC 11/16/21 - M&C 12/06/21
131	FREYA'S LOUNGE CORP.	303 E. MORRIS ST	RUDY AVILES	NONE	PSC 11/16/21 - M&C 12/06/21

(4) 2022 Pawnbroker Renewals				
	DBA	Address	Change	Meeting Dates
1	AMERICAN PAWN BROKERS	322 S HAMILTON ST	None	PSC 11/16/21 - M&C 12/06/21
2	JACK'S PAWN SHOP	214 S HAMILTON STREET	None	PSC 11/16/21 - M&C 12/06/21
3	JEWELRY EXCHANGE, THE	1711 EAST WALNUT AVE	None	PSC 11/16/21 - M&C 12/06/21
4	VALUE PAWN & JEWELRY/EASY CASH SOLUTIONS	1100 E. WALNUT AVE BAYS 1,2,3	None	PSC 11/16/21 - M&C 12/06/21



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/06/21

Agenda Item: General Construction Agreement with Leonard Brothers Construction for New Civitan Park Restroom Building

Department: Parks & Recreation

Requested By: Greg Walker

Reviewed/Approved by City Attorney? Yes - Template Previously Approved

Cost: \$92,200 (lump sum)

Funding Source if Not in Budget 2021 CIP

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

This request is to provide permanent restrooms at Civitan Park. Civitan Park is one of our highly utilized and visible parks and we will be using 2021 dedicated CIP funds to construct this facility. The location these restrooms will be built at is outside of the 100-year flood plain and is near the parking lot, gazebo and playground. It will be a much needed and long-awaited improvement for the citizens of our community if approved by Mayor & Council. The Recreation Commission supports this request.

CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 6th day of December, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Leonard Brothers Construction, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 505 Shugart Rd., Dalton, GA 30721 upon which the Parks and Recreation Department operates Harlan Godfrey/Civitan Park; and

WHEREAS, CITY desires to build new restrooms upon said Property; and

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 505 Shugart Rd., Dalton, GA 30721, hereinafter "subject property".

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

Days: 7 days a week if needed.

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

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept

and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for the Design Build ADA Restroom – Civitan Park which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on December 17th, 2021.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before April 30th, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 92,200.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

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

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

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

the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;

- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY does not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

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

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

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

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

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Leonard Brothers Construction
1413 US-76
Chatsworth, GA 30705

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation

of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

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

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Design Build ADA Restroom – Civitan Park.

23. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under

this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

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

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

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: _____

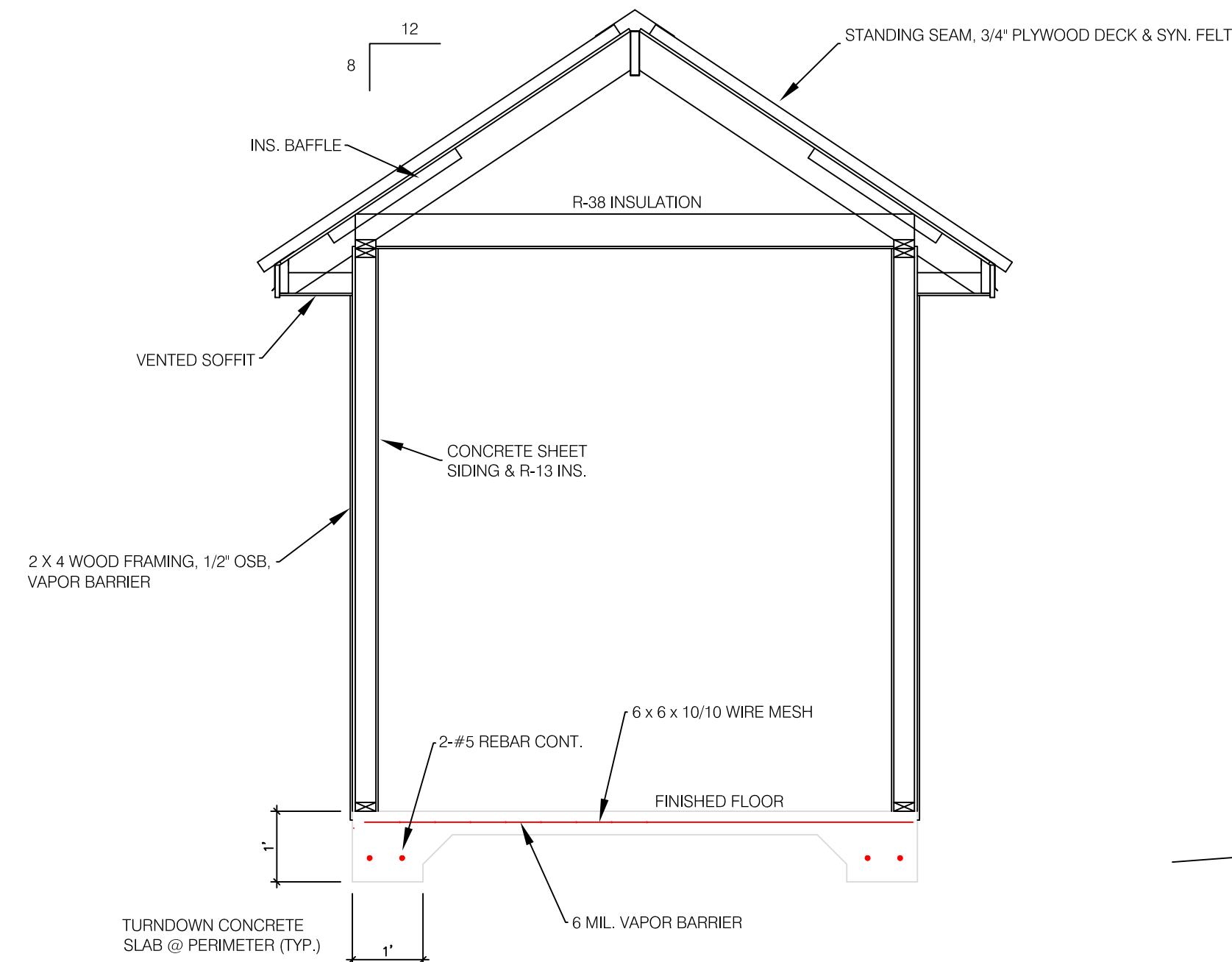
Title: _____

CITY:

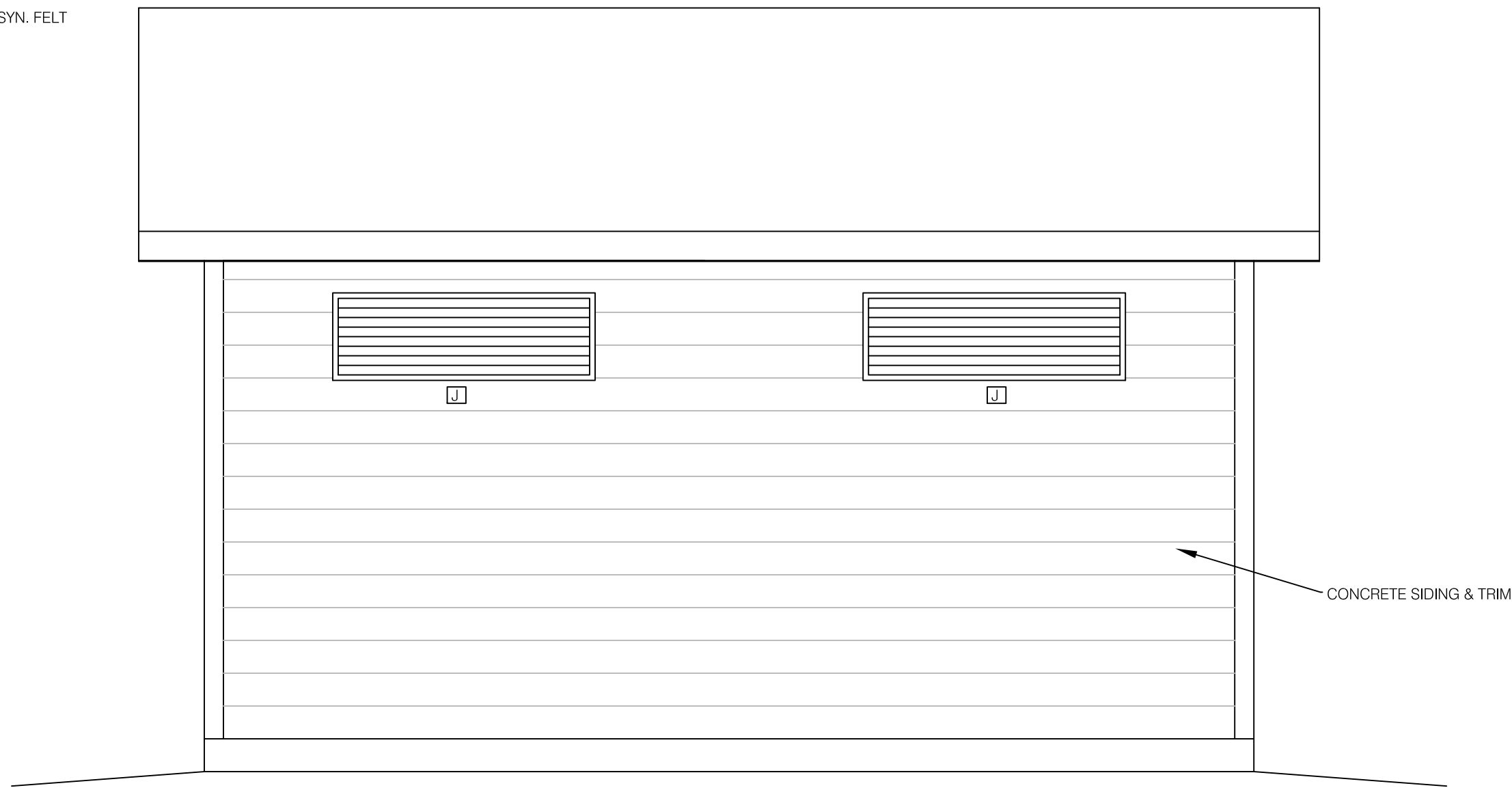
CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK



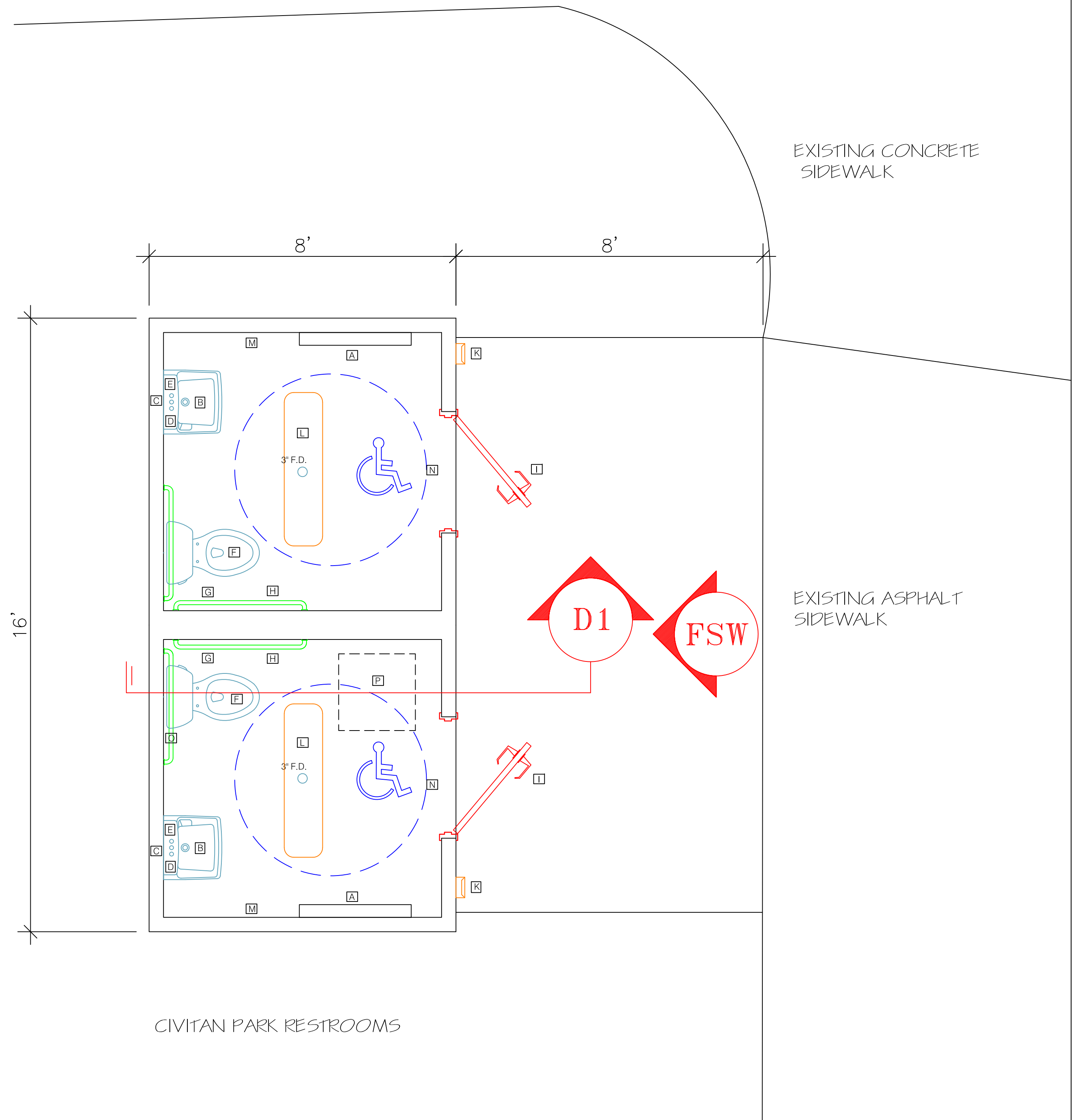
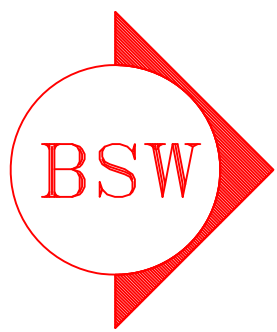
D1 SECTION



BSW ELEVATION



FSW ELEVATION



CIVITAN PARK RESTROOMS

ACCESSORY SCHEDULE		
ITEM	DESCRIPTION	QTY.
A	KOALA KARE CHANGING STATION	2
B	WALL HUNG CERAMIC SINK	2
C	PLEXI-GLASS MIRROR 18" X 24"	2
D	DELTA SINGLE LEVER FAUCET	2
E	UNDER SINK INSTAMATIC WATER HEATER	2
F	FLOOR MOUNT POWER ASSIST HANDICAP TOILET	2
G	SET OF S.S. GRAB BARS (18", 36", 42")	2 SET
H	RECESSED TOILET PAPER HOLDER	2
I	3070 STEEL DOOR & FRAME W/ KEYED LEVER LOCK	2
J	48" X 16" FIXED LOUVER	4
K	60W LED WALL PACK	2
L	1 X 4 LED SURFACE MOUNT LIGHT	2
M	ELECTRIC HAND DRYER	2
N	ELECTRIC WALL MOUNTED HEATER	2
O	24" X 30" DOOR LOUVER	2
P	24" X 24" ATTIC ACCESS	1
Q		

CONSTRUCTION COST PER RFP & ADDENDUM #1 92,200.00

DAN A. TROWELL C.F.O.

FOR
PROPOSAL

PROPOSED NEW ADDITION FOR:
CIVITAN PARK RESTROOMS

LEONARD BROTHERS
CONSTRUCTION
706-695-8351 P.O. Box 1950, Chatsworth, GA 30705

REVISIONS:

SQ.FT. 128
EAVE HIEGHT 8'-0"
SLOPE 8" : 12"
LBC JOB #

DATE: 11/16/21
DRAWN BY D.A.T.
SCALE 1/2"=1'-0"
DRAWING NAME
FLOOR PLAN

SHEET NUMBER
F1



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: Agreement for Termination of Service Contract with H&H Exteriors at Airport

Department: Airport

Requested By: Andrew Wiersma

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:

In May 2021, the City entered into a 3-year contract with H&H Exteriors for mowing services at the Airport for the 2021-2023 seasons. A few months later, H&H Exteriors found themselves unable to carry out the terms of the contract and agreed to a termination as drafted by the City attorney.

Georgia Whitfield County

**AGREEMENT FOR TERMINATION
OF
SERVICE CONTRACT**

The undersigned, William F. Hasty, III, d/b/a H & H Exteriors Landscaping and Lawn Care, of the first part, and the City of Dalton, a Georgia municipality which owns and operates the Dalton Municipal Airport, of the second part, make and enter this agreement for termination of service contract as follows:

-1-

On or about May 3, 2021, the parties entered into a services contract in which William F. Hasty, III performed services of mowing and other services at Dalton Municipal Airport for the City of Dalton (see Bid Alternate C for Contract for Project: 2021 thru 2023 Mowing & Other Landscaping Services 30 Locations) and on account of changed conditions mutually agree to terminate same without further obligation of each to the other effective August 11, 2021.

-2-

With the City's final payment of the invoice # 1145 of H & H Exteriors of \$844.00 the parties recite and agree that all contract sums due from City of Dalton to H & H Exteriors are fully paid.

-3-

Each party does hereby wavier and release any claim, right, obligation, duty or demand of the other on account of the contract described in Section 1 hereof upon execution of this Termination Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement this 11 day of August, 2021.

City of Dalton

By: _____
Mayor

Attest:

City Clerk
William F. Holt III, d/b/a
H & H Exteriors Landscaping and Lawn
Care



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: FY23 grant applications and 5-Year Airport CIP for Federal/State project funding

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

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:

Requesting approval for FY23 Airport Capital Improvement Project (CIP) applications and 5-year Federal/State CIP Plans for FY23-27. Federal application is for a total of \$270,000 in Federal grant funding. These funds would require a 5% local match in the amount of \$15,000. State applications are for a total of \$341,250 in State grant funds. State funds would require a 25% local match in the amount of \$113,750. In addition, requesting approval of the Airport's 5-year Federal/State CIP Plans for FY23-27. Mayor and Council approval of these applications and CIP plans does not constitute approval of local match funding. Local match funding will be sought if/when Federal and State applications are approved.

**DALTON MUNICIPAL AIRPORT (DNN)
DALTON, GA
FY2023-2027 CIP**

11/22/2021
11:39 AM

FY		PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2023	1.	OBSTRUCTION REMOVAL - PHASE I (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	DESIGN OF RUNWAY & TAXIWAY PAVEMENT & ELECTRICAL REHABILITATION	\$ 155,000		\$ 116,250	\$ 38,750
	3.	NEW CORPORATE APRON (TO INCLUDE GRADE WORK, BASE, AND CONCRETE SLAB)	\$ 300,000		\$ 225,000	\$ 75,000
	4.	CONSTRUCT 2 CORPORATE HANGARS	\$ 800,000			\$ 800,000
		TOTAL, FY 2023	\$ 1,555,000	\$ 270,000	\$ 356,250	\$ 928,750
2024	1.	LAND ACQUISITION - PHASE II (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	MALSR REHABILITATION	\$ 500,000	\$ 450,000	\$ 25,000	\$ 25,000
	3	CONSTRUCTION OF RUNWAY PAVEMENT AND ELECTRICAL REHABILITATION, AND TAXIWAY ELECTRICAL REHABILITATION, TO INCLUDE PAPI, ROTATING BEACON AND TOWER, AND WINDCONE (PHASE I)	\$ 2,500,000	\$ 2,250,000	\$ 125,000	\$ 125,000
	4.	DBE PLAN UPDATE	\$ 12,000	\$ 10,800	\$ 600	\$ 600
		TOTAL, FY 2024	\$ 3,312,000	\$ 2,980,800	\$ 165,600	\$ 165,600
2025	1.	OBSTRUCTION REMOVAL - PHASE II (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	CONSTRUCTION OF PARALLEL TAXIWAY PAVEMENT (PHASE II)	\$ 2,000,000	\$ 1,800,000	\$ 100,000	\$ 100,000
	3	NEW T-HANGAR ARPON (TO INCLUDE GRADING, BASE, AND CONCRETE SLAB)	\$ 350,000	-	\$ 262,500	\$ 87,500
	4	DESIGN AND CONSTRUCT 8-UNIT T-HANGAR	\$ 800,000	-	-	\$ 800,000
		TOTAL, FY 2025	\$ 3,450,000	\$ 2,070,000	\$ 377,500	\$ 1,002,500
2026	1.	T-HANGAR AND CORPORATE HANGAR TAXILANE/APRON REHABILITATION	\$ 1,000,000	\$ 900,000	\$ 50,000	\$ 50,000
	2.	LAND ACQUISITION - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14-32 INCLUDING OBSTRUCITON REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
		TOTAL, FY 2026	\$ 1,300,000	\$ 1,170,000	\$ 65,000	\$ 65,000
2027	1.	OBSTRUCTION REMOVAL - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14-32 INCLUDING OBSTRUCITON REMOVAL DESIGN	\$ 300,000	\$ 270,000.0	\$ 15,000.00	\$ 15,000.00
	2	COMPLETE PERIMETER FENCING	\$ 500,000	\$ 450,000.0	\$ 25,000.00	\$ 25,000.00
	3.	NEW TERMINAL BUILDING	\$ 1,200,000	\$ 1,080,000.0	\$ 60,000.00	\$ 60,000.00
		TOTAL, FY 2027	\$ 2,000,000	\$ 1,800,000	\$ 100,000	\$ 100,000
		TOTAL, FY 2023-2027	\$ 11,617,000	\$ 8,290,800	\$ 1,064,350	\$ 2,261,850

Approved by: _____
David Pennington, Mayor
City of Dalton

To be received by 30 November, 2021 at:
Georgia Department of Transportation-Aviation Programs
600 W. Peachtree St NW, 6th floor
Atlanta, Georgia 30308

Application for State Assistance

Date Submitted: 11/30/2021	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: Mr. David Pennington, Mayor City of Dalton/Dalton Municipal Airport P. O. Box 1205 Dalton, GA 30722 Telephone: (706) 617-4384	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Andrew Wiersma, Airport Manager Telephone: (706) 617-4384
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> Design of Runway Pavement and Electrical Rehabilitation and Taxiway Pavement and Electrical Rehabilitation	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate</i> The proposed action would provide funding to design Runway 14-32 pavement and electrical rehabilitation, including PAPI's, rotating beacon, and wind cone as well as the parallel taxiway pavement and electrical rehabilitation.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$ 155,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
The applicant by signature, hereby certifies as follows: <ul style="list-style-type: none"> A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet) B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet) C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria. D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project. E. PUBLIC USE – All elements of the work in the project will be for public use. F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State. G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project. H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application. 	
_____ SIGNATURE OF APPLICANT	_____ TITLE OF APPLICANT

Application for State Assistance

Date Submitted: 11/30/2021	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: Mr. David Pennington, Mayor City of Dalton/Dalton Municipal Airport P. O. Box 1205 Dalton, GA 30722 Telephone: (706) 617-4384	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Andrew Wiersma, Airport Manager Telephone: (706) 617-4384
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> New Corporate Apron (to include grade work, base, and concrete slab)	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate</i> The proposed action would provide funding to construct the previously designed corporate hangar apron.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$ 300,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
The applicant by signature, hereby certifies as follows:	
A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)	
B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)	
C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria.	
D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.	
E. PUBLIC USE – All elements of the work in the project will be for public use.	
F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.	
G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.	
H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.	
_____ SIGNATURE OF APPLICANT	_____ TITLE OF APPLICANT

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/30/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Dalton

* b. Employer/Taxpayer Identification Number (EIN/TIN):

58-6000557

* c. Organizational DUNS:

0758692300000

d. Address:

* Street1:

P.O. Box 1205

Street2:

* City:

Dalton

County/Parish:

Whitfield

* State:

GA: Georgia

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

30722

e. Organizational Unit:

Department Name:

Dalton Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

David

Middle Name:

* Last Name:

Pennington

Suffix:

Title:

Mayor

Organizational Affiliation:

City of Dalton

* Telephone Number:

706-226-1534

Fax Number:

* Email: kwitherow@cityofdaltonga.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Obstruction Removal - Phase 1 (Fee/Easement) RPZ Approach Runway 14/32 Including Obstruction Removal Design.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2022

* b. End Date: 06/30/2023

18. Estimated Funding (\$):

* a. Federal	270,000.00
* b. Applicant	
* c. State	15,000.00
* d. Local	15,000.00
* e. Other	
* f. Program Income	
* g. TOTAL	300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: David

Middle Name:

* Last Name: Pennington

Suffix:

* Title: Mayor

* Telephone Number: 706-226-1534 Fax Number:

* Email: kwitherow@cityofdaltongov

* Signature of Authorized Representative:

* Date Signed:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: GDOT Contract for Airport funding through the American Rescue Plan Act ("ARPA")

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget N/A

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

The American Rescue Plan Act ("ARPA") was signed into law by the Federal Government on March 11, 2021. This Act provides COVID-19 relief funds to federally funded airports. Through this grant, Dalton Municipal Airport is eligible for \$59,000. These monies are 100% Federal funds with no local match required. The funds will be disbursed to us through GDOT as a reimbursement for eligible expenses. We will be required to submit monthly invoices to GDOT for our eligible expenses, and we will subsequently be reimbursed up to \$59,000. This contract with GDOT outlines funding eligibility and the process of submitting invoices, etc.

AGREEMENT
FOR
THE AMERICAN RESCUE PLAN ACT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center
600 W. Peachtree St., NW
Atlanta, GA

AND

CITY OF DALTON

**PROJECT NUMBER: AP022-90AR-42(313) WHITFIELD
PID-T007818**

THIS **AGREEMENT** entered into _____, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and **CITY OF DALTON**, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this **AGREEMENT** (collectively "**PARTIES**").

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARP Act") (Public L. 117-2) was enacted through which \$3,458,000 in funding was allocated to the **DEPARTMENT** for formulaic distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's ("FAA's") Airport Rescue Grant Program (also "ARGP"); and

WHEREAS, the **SPONSOR** has applied through the **DEPARTMENT** to receive funding under the ARP Act ("ALLOCATION") through the submission of an ARGP APPLICATION ("APPLICATION"); and

WHEREAS, through the submission of this APPLICATION, **SPONSOR** has accepted the terms of the FAA's ALLOCATION offer to utilize its funding in a manner that fully complies with the ARP Act, other federal laws and regulations, and applicable FAA program requirements; and

WHEREAS, the **DEPARTMENT** has relied upon **SPONSOR'S** representations in the APPLICATION to make the ALLOCATION available to the **SPONSOR** through a written **AGREEMENT** between the **PARTIES**; and

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the **DEPARTMENT** is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

**ARTICLE I
ALLOCATION AND UTILIZATION**

- 1. Purpose of Allocation.** This ALLOCATION is made to SPONSOR through the ARGP for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic in the manner set forth herein. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the ARP Act funds to the DEPARTMENT for operating assistance for federally obligated airports and the terms and conditions of this ALLOCATION. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Year 2021 AND 2022.
- 2. Allocation.** SPONSOR shall receive an ALLOCATION through the ARGP in an amount up to Fifty-Nine Thousand and 00/100 dollars (\$59,000.00) to be utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the ARP Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
- 3. Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations as follows:
 - a. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020, which include costs related to airport operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport.
 - b. ALLOCATION funding may be utilized for debt service payments due from the SPONSOR on or after March 11, 2021.
 - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ARGP ALLOCATION :
 - i. Conditions for Equipment:

- 1) Equipment of Vehicle Replacement. The SPONSOR agrees that when funds provided by this ARGP ALLOCATION, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2) Equipment Acquisition. The SPONSOR agrees that for any equipment acquired with funds provided by this ARGP ALLOCATION, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
- 3) Low Emission Systems. The SPONSOR agrees that vehicles and equipment acquired through with funds under this ARGP ALLOCATION:
 - a) Will be maintained and used at the airport for which they were purchased; and,
 - b) Will not be transferred , relocated, or used at another airport without the advance written consent of the FAA.

The SPONSOR further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

ii. Conditions for Utilities:

- 1) Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the SPONSOR to operate and maintain the airport(s) included in the ARGP ALLOCATION must not exceed the percent attributable to the capital or operating costs of the airport.
 - 2) Utility Relocation in ALLOCATION. The SPONSOR understands and agrees that:
 - a) The United States will not participate in the cost of any utility relocation unless and until the SPONSOR has submitted evidence satisfactory to the FAA that the SPONSOR is legally responsible for payment of such costs;
 - b) FAA participation is limited to those utilities located on-airport or off-airport only where the SPONSOR has an easement for the utility; and,
 - c) The utilities must serve a purpose directly related to the airport.
- d. As a special condition in receiving an ALLOCATION under this AGREEMENT, the SPONSOR agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor to continue to require masks until Executive Order

13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective. Failure to comply with this condition may result in suspension of payments or termination of the ALLOCATION under this AGREEMENT consistent with 2 CFR §§ 200.339 and 200.340.

- e. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. Parameters Governing Use. By entering into this AGREEMENT, SPONSOR expressly agrees to the following:

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses for the period beginning **January 20, 2020 and ending December 31, 2022, and** for debt service expenses from the period beginning **March 11, 2021, and ending December 31, 2022**, is the total amount of ALLOCATION, which is Fifty-Nine Thousand and 00/100 dollars (\$59,000.00). If the total eligible estimated operational maintenance expenses and debt service payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.
- b. Unless as otherwise provided in this AGREEMENT, any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT will not be changed.
- c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the ARGP, the ARP Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
- e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.

5. Obligation by the DEPARTMENT. No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA for the ARGP under the ARP Act.

ARTICLE II

PAYMENTS

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service payments incurred by the SPONSOR for the invoice period. After review and approval as appropriate of such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided by the ARGP through the ARP Act and as set forth in this AGREEMENT.
- 2. Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after the **December 31, 2022** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the ALLOCATION. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and, to the extent allowed by law, shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the ARGP, the ARP Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal

agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof. The SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

ARTICLE V

RECORDKEEPING AND REVIEW OF RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

ARTICLE VII

CONTRACT DISPUTES

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE VIII

TERMINATION FOR CAUSE AND FOR CONVENIENCE

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE IX

COMPLIANCE WITH APPLICABLE LAWS

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "Airport Rescue Grant Program Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE ACT" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.

- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.
- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the ARP Act, the language of the ARP Act shall be controlling.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION BY:

DATE: _____

COMMISSIONER

ATTEST: _____
(SEAL)

CITY OF DALTON:

DATE: _____

Mayor

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

DALTON MUNICIPAL AIRPORT DALTON, GEORGIA

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007818 AP022-90AR-42(313) WHITFIELD

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY21 - SBGP-042-2021					
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$59,000.00	100%	\$59,000.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
21	ELIGIBLE CONTRACT TOWER EXPENSES	\$1.00	\$0.00	100%	\$0.00
TOTAL PROJECT					\$59,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-042-2021	8/17/2021	<u>\$59,000.00</u>	22162
Total Maximum Obligation of Federal Funds this Contract:		<u>\$59,000.00</u>	

CFDA: 20.106; DUNS: 075869230

Indirect Cost Rate-N/A-Research and Development-No

EXHIBIT A

1 of 1

EXHIBIT B

AIRPORT RESCUE GRANT PROGRAM ASSURANCES AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Program Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act" or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ARGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ARGP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ARGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with

the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ARGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (SPONSOR) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees,

contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, Current FAA Advisory Circulars for AIP projects, dated July 19, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC

Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at

http://www.faa.gov/airports/resources/advisory_circulars

and

http://www.faa.gov/regulations_policies/advisory_circulars

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Aviation Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

(b) cancellation, termination or suspension of this contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of the CITY OF DALTON ("Sponsor" or "contractor") whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the Mayor and duly authorized representative of the firm of the CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal GRANT, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, GRANT, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, GRANT, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any): **NONE**

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT F

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner, Georgia Department of Transportation

EXHIBIT G

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Mayor and duly authorized representative of the CITY OF DALTON, whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

_____(SEAL)
Clerk

INSTRUCTIONS FOR EXHIBIT G CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date _____

Signature _____



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF DALTON
Solicitation/Contract No./ Call No. or Project Description:	T007818/AP022-90AR-42(313), ARP Act

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46948
Federal Work Authorization User Identification Number

7/10/2007
Date of Authorization

(EEV/E-Verify Company Identification Number)

CITY OF DALTON
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT I

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: **The request of Worldcap Solutions to rezone from Medium Density Single Family Residential (R-3) and Transitional Residential (R-6) to High Density Residential (R-7) a tract of land totaling 3.17 acres located at Brady Drive, Dalton, Georgia. Parcels (12-120-20-013 thru 12-120-20-019)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-21

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Residential (R-6) and Medium-Density Residential (R-3) To High-Density Residential (R-7) Being Tracts of Land Totaling 3.17 Acres Located on Brady Drive-Lots Nos. 39 and 45-50 (Parcel Nos. 12-120-20-013, 12-120-20-014, 12-120-20-015, 12-120-20-016, 12-120-20-017, 12-120-20-018, and 12-120-20-019); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Worldcap Solutions, LLC (Owner) has filed an application with the City to rezone seven (7) unimproved lots located at Brady Drive (Parcel Nos. 12-120-20-013, 12-120-20-014, 12-120-20-015, 12-120-20-016, 12-120-20-017, 12-120-20-018, and 12-120-20-019);

WHEREAS, the Property is currently zoned in part Transitional Residential (R-6) and in part Medium-Density Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to High-Density Residential (R-7);

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

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

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 15, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-7 with a variance;

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

-1-

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

-2-

The Property located on Brady Drive and described in Exhibit “A” attached hereto and

being identified as Parcel Nos. 12-120-20-013, 12-120-20-014, 12-120-20-015, 12-120-20-016, 12-120-20-017, 12-120-20-018, and 12-120-20-019 is hereby rezoned from Transitional Residential (R-6) and Medium-Density Residential (R-3) to High-Density Residential (R-7) with such variance and conditions as recommended by the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____

_____ 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

EXHIBIT “A”

A certain tract or parcel of land lying or being in Land Lot 121, 12th District 3rd Section, Whitfield County, Georgia, and being Lot 39 and Lots 45 thru 50 of Crow Valley Estates Phase Two, as recorded in Plat Cabinet C, Slide 506, Whitfield County records.

Containing 3.17 acres of land, and referenced as Tax Parcel numbers 12-120-13-013 thru 12-120-13-019.

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: November 16, 2021

SUBJECT: The request of Worldcap Solutions to rezone from Medium Density Single Family Residential (R-3) and Transitional Residential (R-6) to High Density Residential (R-7) a tract of land totaling 3.17 acres located at Brady Drive, Dalton, Georgia. Parcels (12-120-20-013 thru 12-120-20-019)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 15, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by David Whittenton.

Public Hearing Summary:

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

David Whittenton stated that the request would permit new development that is reflective of the existing housing in this area. Whittenton asked for a setback variance on one lot to include a fourplex on Lot 39 of the Crow Valley Estates Phase 2 final plat. After some discussion with staff, it was determined that the Planning Commission could grant the variance. Lidderdale confirmed that there would be a requirement to meet the required six parking spaces if the variance was to be approved. Whittenton stated there would be no issue with parking provided the variance is granted.

With no other comments heard for or against, this hearing closed at approximately 7:27pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed R-7 rezoning. **Jody McClurg then made a motion to recommend the proposed R-7 rezoning with a variance to include a fourplex on Lot 39 of the Crow Valley Estates Phase 2 plat provided that the required 6 parking spaces be provided. McClurg stated that her motion was based on her agreement with the content of the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve the rezoning with conditions followed, 5-0.**

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

ZONING CASE: Worldcap Solutions is seeking a rezoning seven tracts of land along Brady Drive. The property totals 3.17-acres and their request is to rezone from Transitional Residential R-6 and Medium-Density Residential R-3 to High-Density Residential (R-7). The tracts are presently undeveloped. The request was prompted by the desire to develop these tracts of land with up to 28 fee simple townhouses.

The surrounding land uses and zoning are as follows: 1) To the north are several tracts of land zoned R-6 and R-7 that contain townhouses and multiplexes; 2) to the east, are several tracts zoned R-2 Low-Density Single-Family Residential that are each developed in a conforming fashion; 3) To the south are several larger tracts zoned Heavy Manufacturing that are either developed for conforming uses or undeveloped; and 4) to the west is an undeveloped tract zoned M-2 as well as a tract zoned R-7 that contains a multi-family development.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton between the Haigmill Lake community and Crow Valley Road community.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad October 8, 2021 (16 days-notice)			
	2. Property posted October 8, 2021 (Yes -- one sign on the lot frontage; 16 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	—	<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.

This area of the City is a point of convergence between the industrial, high-density, and low-density residential areas. The tracts which make up the subject property are some of very few undeveloped tracts of land in this community. The subject property may only be accessed via Brady Drive, which has been entirely developed for multi-family residential use. The zoning map shows the subject property to be directly adjacent to the Haigmill community, but a “boots on the ground” perspective of these communities indicates that there is a substantial vegetative and topographic buffer between the two communities. The proposed R-7 rezoning would be consistent with the established pattern of zoning and land use in this area.

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

The only adjacent or nearby properties with any concern for impact are the R-2 properties that are part of the Haigmill community. The existing topography and heavily wooded area separating these properties mitigates the potential for negative impact to the R-2 community. Each of the tracts of land adjacent to the R-2 properties will be required to maintain a 15’ buffer along their boundary with the R-2 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 could certainly be developed according to the existing R-3 zoning, but all other existing tracts accessed by Brady Drive are zoned and developed for R-6 and R-7 density. The subject property is a good candidate for the R-7 zone and proposed townhouses.

(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 (R-6 and R-3) zoning.

N/A

(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 to utilities or public infrastructure is expected.

(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 subject property is within the Suburban Neighborhood character area. This character area is intended to protect existing suburban neighborhoods in such a way that new infill development is representative and compatible with the established development pattern of the area. The proposed rezoning and townhouse development would be reflective of the established development pattern on the Brady Drive community, and the previously mentioned buffer between the subject property and the Haigmill community effectively mitigates any potential issues of the R-2 and R-7 convergence.

(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 (MU) 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 rezoning would simply enlarge the existing R-7 zone district and eliminate an island of R-3 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.

The subject property has remained vacant now for some time. While there are some challenges with topography on the site, these challenges are not insurmountable considering the nature of the proposed development.






CONCLUSION: The staff recommendation is that the requested R-7 rezoning be approved based on the following factors:

- 1) The proposed rezoning is consistent with the established development pattern and zoning of the area;
- 2) There is no expectation for negative impact to any of the adjacent or nearby properties; and
- 3) There are no issues identified regarding the Comprehensive Plan and Future Development Map based on the proposed R-7 rezoning and townhouse development.

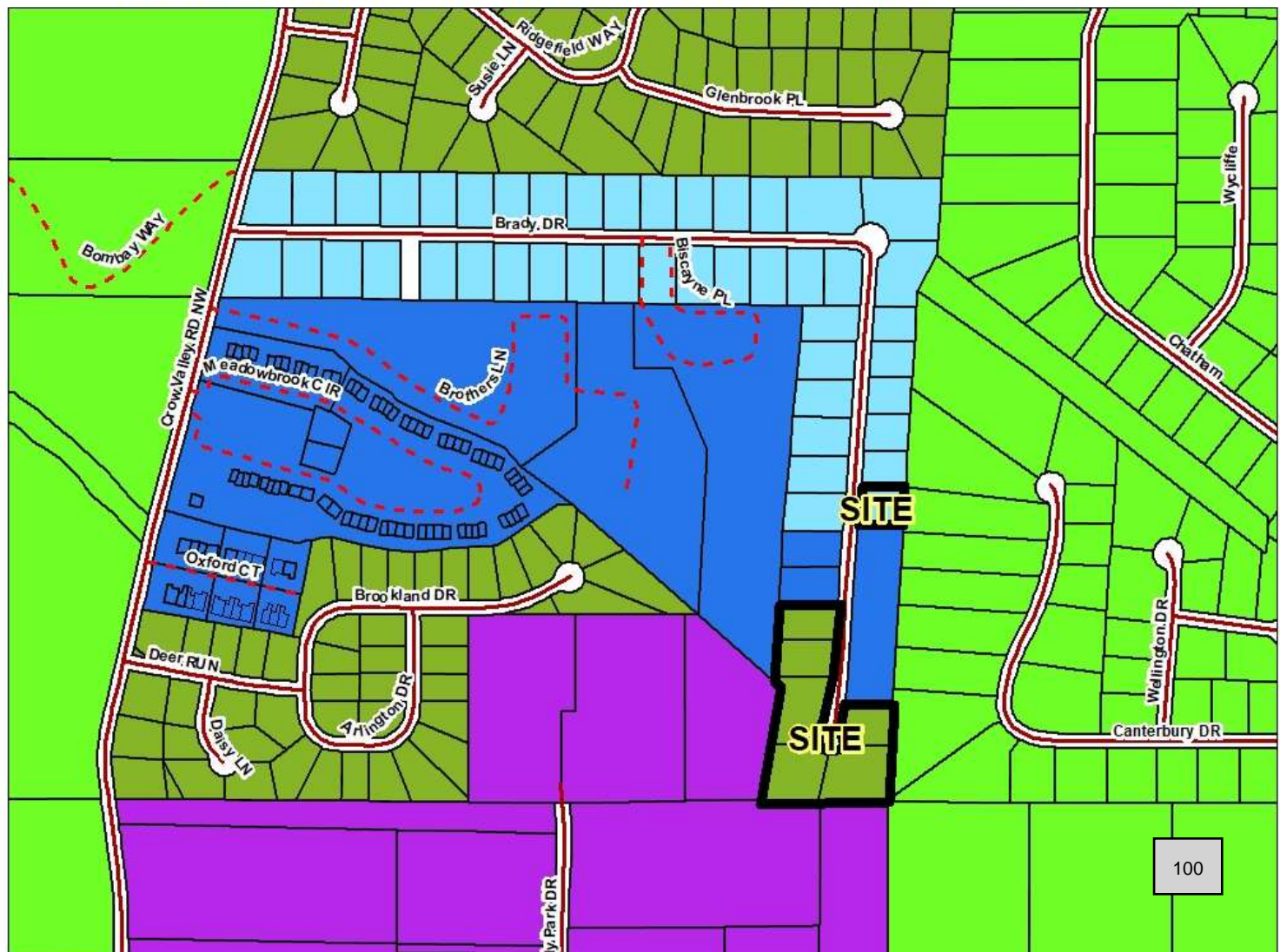
Worldcap Solutions Rezoning Request
R-3, Medium Density Residential/R-6, Transitional Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION



Unified Zoning

	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	Heavy Manufacturing (M-2)

FEET
400



Worldcap Solutions Rezoning Request
R-3, Medium Density Residential/R-6, Transitional Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION



FEET
400



Worldcap Solutions Rezoning Request
R-3, Medium Density Residential/R-6, Transitional Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION

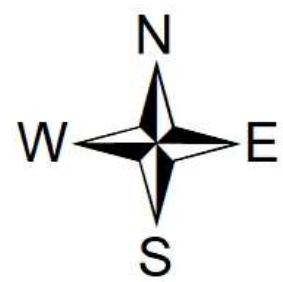


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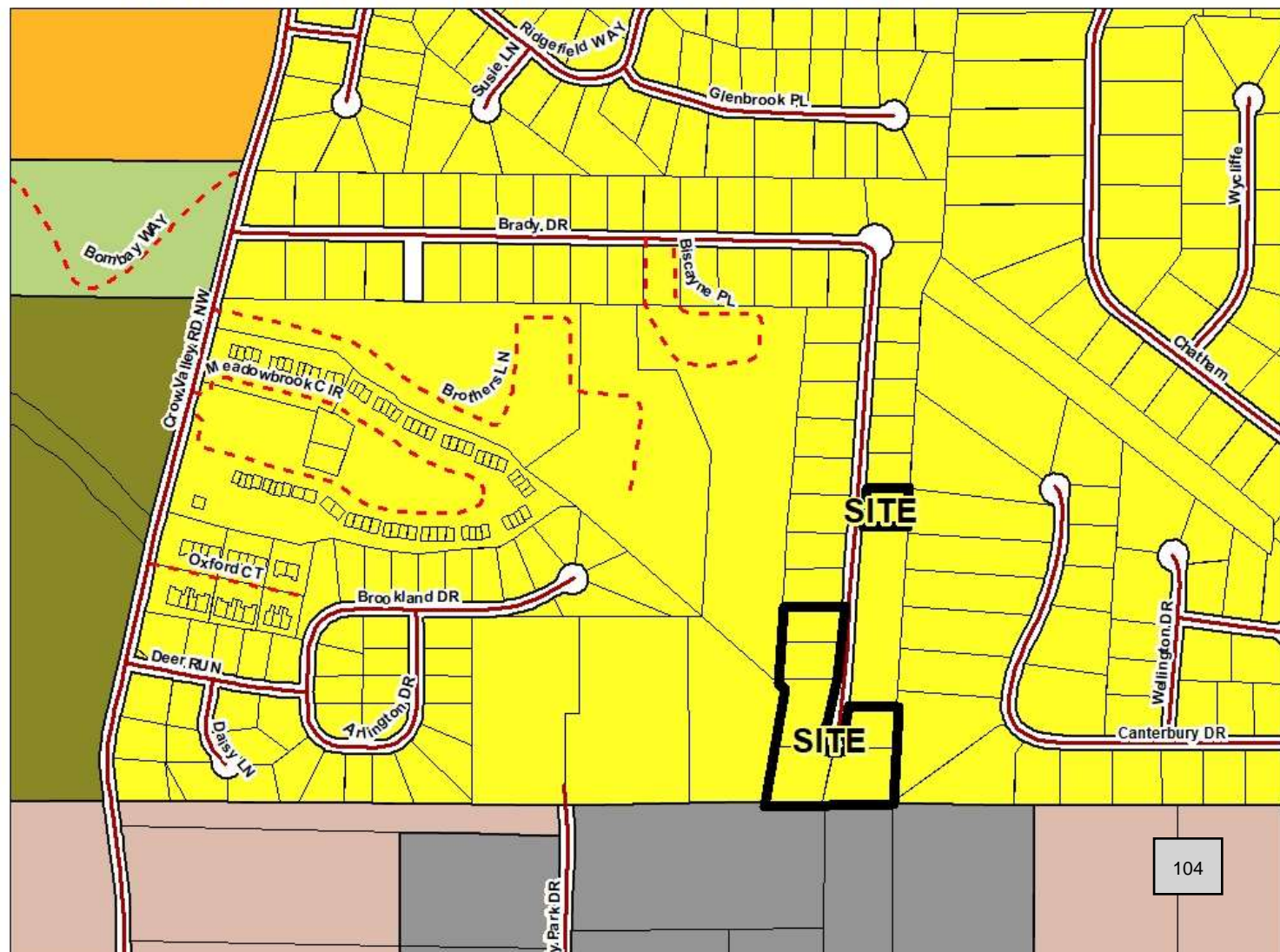
Worldcap Solutions Rezoning Request
R-3, Medium Density Residential/R-6, Transitional Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

	Emerging Suburban and Exurban Areas
	Industrial
	Preserve
	Ridge Conservation
	Rural Residential
	Suburban Neighborhood

FEET
400



FOR OFFICE USE ONLY:
DATE RECEIVED: 9/13/2021ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAPDalton: 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: Worldcap Solutions Telephone: 770.598.5366Mailing Address: 3000 Slaton Drive NW, Atlanta, GA 30305Email: dlwhit@worldcapsolutions.comAddress of Property to be Rezoned: Brady Drive - Lots #39 and Lots #45-#50Amendment to: Zoning Map X 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: 3.17 acres; 138,327 square feetExisting Zone Classification: R-6 and R-3Proposed Zone Classification: R-7Present Use of Property: Vacant LotsProposed Use of Property: Residential For Rent - Single Family UnitsIf multi-family, total number of units: 28
Average size of unit (optional): 1430 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: Daniel T. Whitfield Date: 9/10/2021

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 Numbers:

12-120-20-013, 12-120-20-014, 12-120-20-015, 12-120-20-016, 12-120-20-017

12-120-20-018, 12-120-20-019

The undersigned owner has an interest of 100%

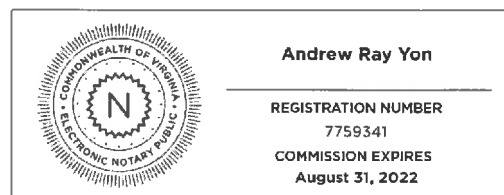
I appoint Worldcap Solutions LLC
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Owner DBC APTS LLC - *Michael J. Cusack*
signature

Commonwealth of Virginia, County of Hanover

Sworn to and subscribed
before me, this 12th day
of August, 2021

Andrew Ray Yon
Notary Public
My commission expires 08/31/2022
(SEAL)



Notarized online using audio-video communication
Executed in Hanover County, VA

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: September 20, 2021

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) _____

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) _____

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) _____

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 08 day of September, 2021.

Daniel T. White

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: September 20, 2021

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)

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 08 day of September, 2021.


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.

Rezoning Application

Proposal

The applicant, Worldcap Solutions LLC under contract with owner, is seeking to rezone (7) vacant lots in the Dalton Beach Club complex on Brady Drive. These are the (7) remaining lots of the existing rental community inside Dalton City limits serving northwest Dalton and the surrounding areas.

We are seeking to rezone these lots to R-7 district as per the joint ordinance of Dalton-Whitfield Commission.

Preliminary Site Plan

All parcels which seek rezoning to R-6 of R-7 must submit a Preliminary Site Plan with the rezoning application unless specifically waived, in whole or in part, by the Planning & Zoning Administrator. We request that this application due to our intent to finish the remaining lots in an existing complex which are similar to the current configuration be granted a waiver. We understand that specific building permitting, and development requirements have changed since the existing structures were built, and that no part of this waiver is construed to preclude or exempt the project of complying with current rules and ordinances.

We have attached a proposed basic parcel plan and other relevant information in this application to show our intent to develop similar housing configuration.

The rezoning creates no buffer between adjacent lots. However, lots #39, #45 and #46, must provide a minimum 15-foot buffer on the backside of the parcel (east) abutting to R-2 district.

Actual Dimension of Property

The property includes (6) adjacent lots with (1) lot separated but abutting next to Dalton Beach Club. Each lot is sized around 0.5 acre ranging from 0.34 – 0.62 acres (14,833 – 26,637 SF). Each lot has approximately 100 linear feet frontage on Brady Drive except for lots #45-#48 that are located at the end of the cul-de-sac.

Location and Type of Existing Structure

There is no existing structure or improvements on the lots.

Zone and Land Use of Surrounding Properties

The boundaries represent the following zoning districts.

North Boundary	R-6 (Dalton Beach Club)
East Boundary -	R-2 (with no access, extreme topo)
South Boundary -	M-2
West Boundary -	mixture of M-2 and R-7 (multi-family)

Current Condition of Property

The current lots were subdivided creating the Crow Valley Estate development in 1988. Later, lots were sold and developed with attached townhomes (4) per lot creating what is today known as the Dalton Beach Club. These “for rent” single family homes are in increasing demand as workforce housing is relatively scarce in and around Dalton.

Zoning Analysis (5/5/21)

The applicant is planning on duplicating the housing configuration of the previous units to build (4) units, attached townhomes (quadplex) on each lot. Per current ordinance, where public sewer is available, the lot size must be larger than 15,000 SF. Each lot should meet this requirement, except for lot #39. We would seek a variance of 167 SF to be concurrent with the overall plan.

Floodplain Analysis

There are four lots in a FEMA Flood Zone A. We don’t have any recent base elevations for these lots, but based on prior developments, we are aware that many flood areas tend to be more conservative than actual. We will provide a more detailed flood study incorporating any known studies relative to the properties.

Stormwater Analysis

Updated stormwater management ordinance requires that any impervious development of more than 5000 SF would require a stormwater management plan. We are expected to provide such plan necessary.

City Public Works Analysis

Since these additional multi-family units are larger than duplexes, the property would comply with the local vegetation ordinance, see City Code Sec. 122-126 (a) (1,2). Also, waste collection would be integrated in the Dalton Beach Club solid waste services plan.

Parking Analysis

The current parking requirements would necessitate additional space for vehicles to turn around before existing onto the street. We plan to show parking spaces for development in a parking plan.

Utilities and Infrastructure

Public Sewer

Sewer is available and runs down Brady Road. The sewer line is gravity fed and flows in the direction of the cul-de-sac. There is adequate available capacity to support an additional 28 single family dwellings.

Storm Water

The existing storm water system includes collectors placed along Brady Road. The new development will require the engineering of additional retention and management collectors.

Public Water

Dalton Utilities provides access to public water along Brady Road. There is an 8-inch cast iron pipe that supply water to both fire hydrants and to each residential unit.

Retracement Survey of:

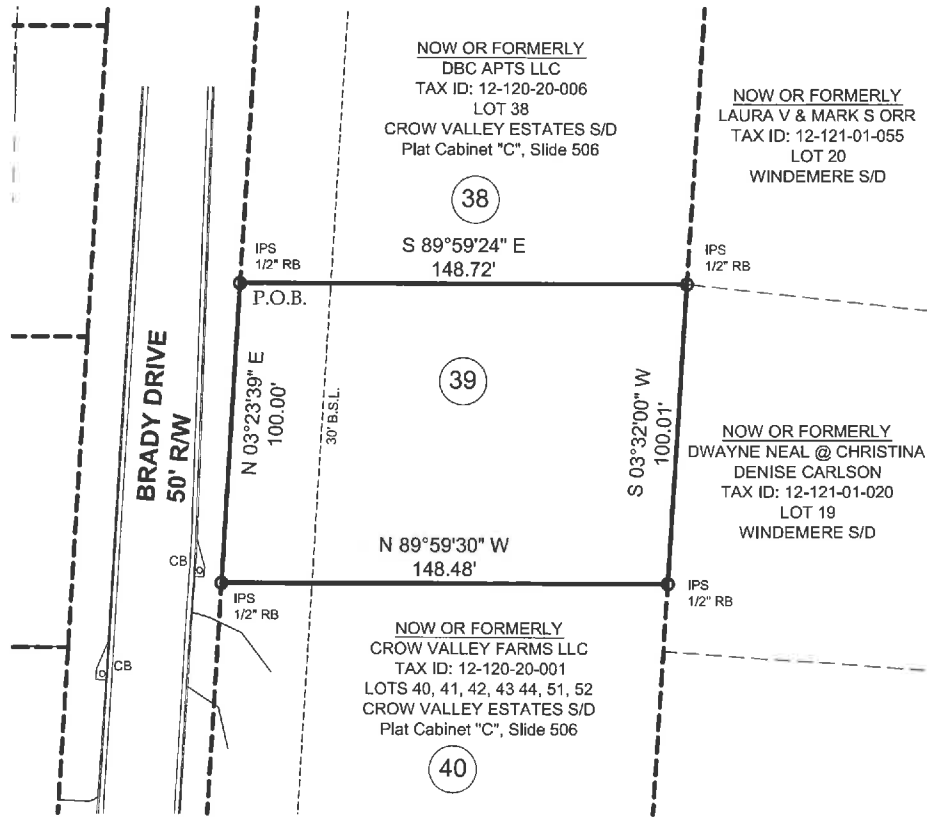
CROW VALLEY ESTATES PHASE TWO LOT 39

Tax Parcel ID: 12-120-20-013
being 0.34 Acres of Land
L.L. 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: 1a
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- IPS = Iron Pin Set 1/2" RB
- CMF = Conc. Mon. Found
- ★ Light Pole
- ⊗ Water Valve
- ⊕ Water Meter
- Tele / Cable Pedestal
- ⊞ Electric Transformer
- ⊞ Fire Hydrant
- ⊞ Power Pole
- () Record bearing or distance
- Fence line
- Power line



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KENNETH L. NUTT R.L.S. SEAL #2101 APRIL 11, 2019

SITE AREA

0.34 ACRES
14,833 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

- 1a) Final Plat of CROW VALLEY ESTATES, PHASE TWO by Donald A Babb R.L.S. # 2029 dated March 18, 1986 and updated July 11 1988 recorded in Plat Cabinet "C", Slide 506.
- 1b) Deed Book 06660 Slide 506
- 2) Equipment used: Topcon GTS Total Station
- 3) Radial Survey with Redundant Measurements having a positional tolerance of 0.04'
- 4) This survey was performed without the benefit of a complete and thorough Title Abstract.
- 5) This plat has been calculated for closure and is found accurate within one foot in infinity feet.
- 6) This plat subject to all easements public and private.
- 7) Retracement Survey of existing parcel being known as a part of Tax Parcel ID # 12-120-20-013 with a current Owner of DBC APTS LLC per Whitfield County Records.



Perimeter Surveying Co., Inc.
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1385 Sandown Road SW, Marietta, GA 30066
Phone: (770) 226-8824 Fax: (770) 225-8768 Email: info@pscoinc.com
Kenneth L. Nutt, R.L.S. #2101, O&P LGF001223

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES
PHASE TWO
LOT 39

Land Lot: 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA AND SCALED IN;
NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #13313C0136D,
dated 08/19/07 this property is located in ZONE "X" an area
NOT having special flood hazards.

Computed by: JF
Drawn by: JF
Checked by: KN
Party Chief: KN
Date Surveyed: 04/06/2019
Date Drawn: 04/11/2019

GRAPHIC SCALE



SCALE: 1" = 40'

Retracement Survey of:

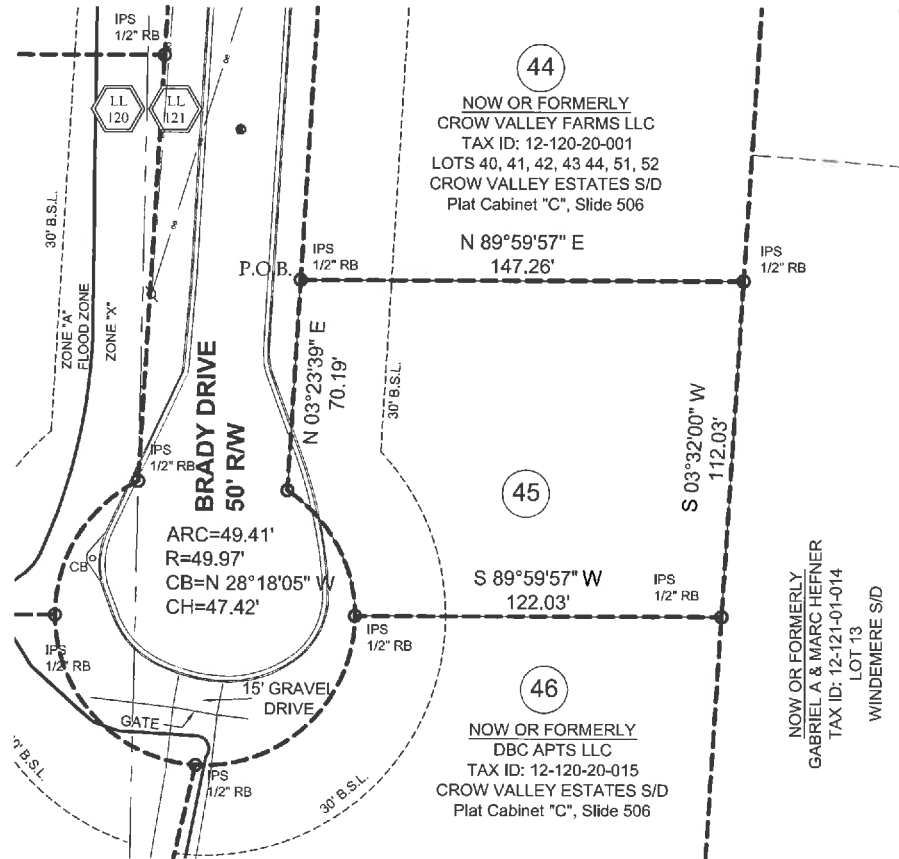
CROW VALLEY ESTATES PHASE TWO LOT 45

Tax Parcel ID: 12-120-20-014
being 0.36 Acres of Land
L.L. 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: 1a
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- IPS = Iron Pin Set 1/2" RB
- CMF = Conc. Mon. Found
- ☆ Light Pole
- ⊙ Water Valve
- ⊠ Water Meter
- Tele / Cable Pedestal
- ⊞ Electric Transformer
- ⊞ Fire Hydrant
- ⊞ Power Pole
- () Record bearing or distance
- Fence line
- Power line



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KENNETH L. NUTT R.L.S. SEAL #2109 APRIL 11, 2019

SITE AREA

0.36 ACRES
15,738.4 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

- 1a) Final Plat of CROW VALLEY ESTATES, PHASE TWO by Donald A. Babo R.L.S. # 2029 dated March 18, 1986 and updated July 11 1988 recorded in Plat Cabinet "C", Slide 506.
- 1b) Deed Book 06660 Slide 506
- 2) Equipment used: Topcon GTS Total Station
- 3) Radial Survey with Redundant Measurements having a positional tolerance of 0.04'
- 4) This survey was performed without the benefit of a complete and thorough Title Abstract.
- 5) This plat has been calculated for closure and is found accurate within one foot in infinity feet.
- 6) This plat subject to all easements public and private.
- 7) Retracement Survey of existing parcel being known as a part of Tax Parcel ID # 12-120-20-014 with a current Owner of DBC APTS LLC per Whitfield County Records.



Perimeter Surveying Co., Inc.
All Your Surveying Needs!
1085 S. Ardmore Road SW Marietta, GA 30068
Phone: (770) 424-5824 Fax: (770) 424-5783 karecom@aol.com
Kenneth L. Nutt, G.S. #2109, O.C.G.A. § 15-6-67

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES
PHASE TWO
LOT 45

Land Lot: 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA AND SCALED IN;
NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #1313C0136D,
dated 09/19/07 this property is located in ZONE "X" an area
NOT having special flood hazards.

Computed by: JF
Drawn by: JF
Checked by: KN
Party Chief: KN
Date Surveyed: 04/06/2019
Date Drawn: 04/11/2019

GRAPHIC SCALE



SCALE: 1" = 40'

Retracement Survey of:

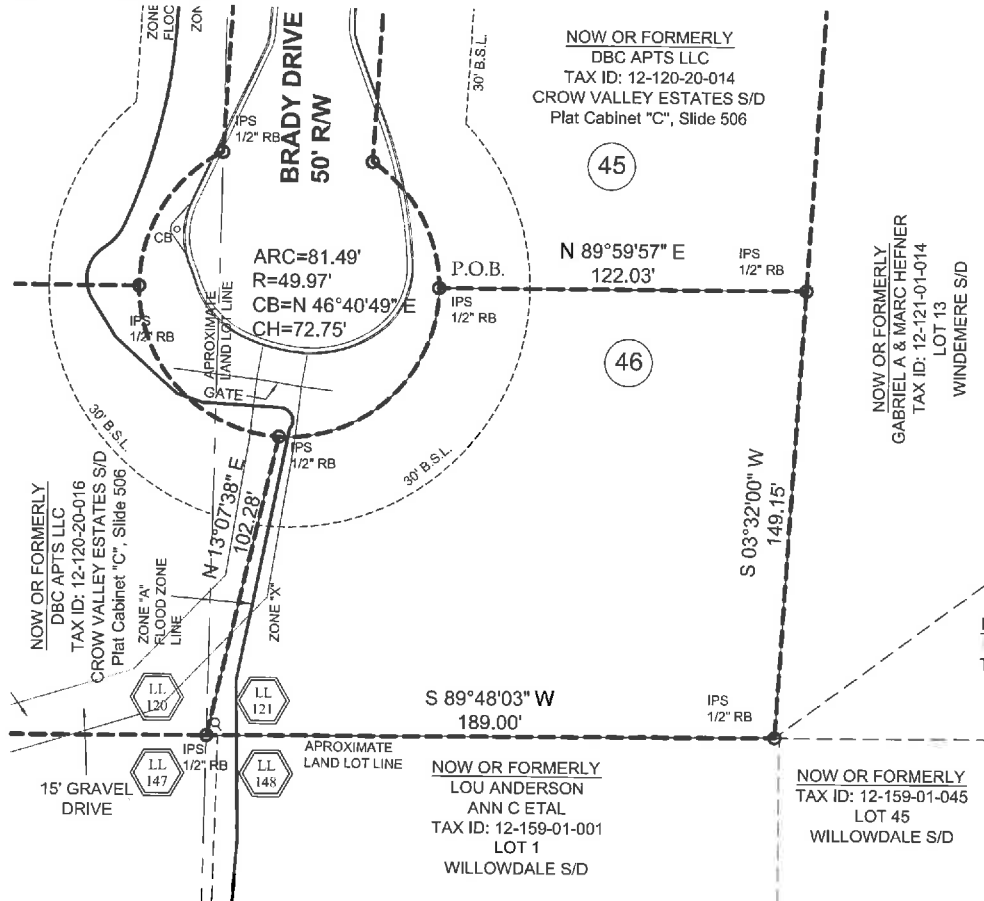
CROW VALLEY ESTATES PHASE TWO LOT 46

Tax Parcel ID: 12-120-20-015
being .56 Acres of Land
L.L. 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: To
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- IPS = Iron Pin Set 1/2" RB
- CMF = Conc. Mon. Found
- ★ Light Pole
- Water Valve
- ⊠ Water Meter
- ⊠ Tele / Cable Pedestal
- ⊠ Electric Transformer
- ⊠ Fire Hydrant
- ⊠ Power Pole
- () Record bearing or distance
- Fence line
- Power line



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APRIL 11, 2019

KENNETH L. NUTT R.L.S. #2104

SITE AREA

0.56 ACRES
24,454.5 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

- 1a) Final Plat of CROW VALLEY ESTATES, PHASE TWO by Donald A Babb R.L.S. # 2029 dated March 18, 1986 and updated July 11 1988 recorded in Plat Cabinet "C", Slide 506.
- 1b) Deed Book 06660 Slide 506
- 2) Equipment used: Topcon GTS Total Station
- 3) Radial Survey with Redundant Measurements having a positional tolerance of 0.04'
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- 5) This plat has been calculated for closure and is found accurate within one foot in infinity feet.
- 6) This plat subject to all easements public and private.
- 7) Retracement Survey of existing parcel being known as a part of Tax Parcel ID # 12-120-20-015 with a current Owner of DBC APTS LLC per Whitfield County Records.

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES
PHASE TWO
LOT 46

Land Lot: 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA AND SCALED IN;
NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #1313C0136D, dated 09/19/07 this property is located in ZONE "X" AND ZONE "A" which is an area having special flood hazards.

Computed by: JF

Drawn by: JF

Checked by: KN

Party Chief: KN

Date Surveyed: 04/06/2019

Date Drawn: 04/11/2019

GRAPHIC SCALE

0 10 20 40

SCALE: 1" = 40'



Perimeter Surveying Co., Inc.

All Your Surveying Needs
2805 Sardis Road SW, Marietta, GA 30068
Phone: (770) 426-8210 Fax: (770) 426-8211 Email: ksnutt@perimeter-surveying.com
Kenneth L. Nutt, R.L.S. #2104 O&M #07061223

Retracement Survey of:

CROW VALLEY ESTATES PHASE TWO LOT 48

Tax Parcel ID: 12-120-20-017
being .61 Acres of Land
L.L. 120 & 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: 1a
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- IPS = Iron Pin Set 1/2" RB
- CMF Conc. Mon. Found
- ☆ Light Pole
- ⊗ Water Valve
- ⊗ Water Meter
- ⊗ Tele / Cable Pedestal
- ⊗ Electric Transformer
- ⊗ Fire Hydrant
- ⊗ Power Pole
- () Record bearing or distance
- x --- Fence line
- or --- Power line

NOW OR FORMERLY
CITY OF DALTON
TAX ID: 12-120-29-000

MILL CREEK
TRIBUTARY NO 1

NOW OR FORMERLY
CITY OF DALTON
TAX ID: 12-120-29-000

NOW OR FORMERLY
DBC APTS LLC
TAX ID: 12-120-20-018
CROW VALLEY ESTATES S/D
Plat Cabinet "C", Slide 506

NOW OR FORMERLY
DBC APTS LLC
TAX ID: 12-120-20-016
CROW VALLEY ESTATES S/D
Plat Cabinet "C", Slide 506

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APRIL 11, 2019

KENNETH L. NUTT R.L.S. SEAL #2104

SITE AREA

0.61 ACRES
26,637 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

- 1a) Final Plat of CROW VALLEY ESTATES, PHASE TWO by Donald A. Baob R.L.S. #2029 dated March 18, 1986 and updated July 11 1988 recorded in Plat Cabinet "C", Slide 506.
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1065 S. Ardmore Road, SW Marietta, GA 30067
Phone: 770-442-1234 Fax: 770-442-0788 Email: info@perimeter.com
Kenneth L. Nutt, G.S. #2104, COMP. #50001222

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES
PHASE TWO
LOT 48

Land Lot: 120 & 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA & WHITFIELD COUNTY GIS
FLOOD LINES ARE SCALED IN AND NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #1331300136D, dated 05/19/07 this property is located in ZONE "X" AND ZONE "A" which is an area having special flood hazards.

Computed by: JF
Drawn by: JF
Checked by: KN

Party Chief: KN
Date Surveyed: 04/06/2019
Date Drawn: 04/11/2019

GRAPHIC SCALE

0 10 20 40
SCALE: 1" = 40'

Retracement Survey of:

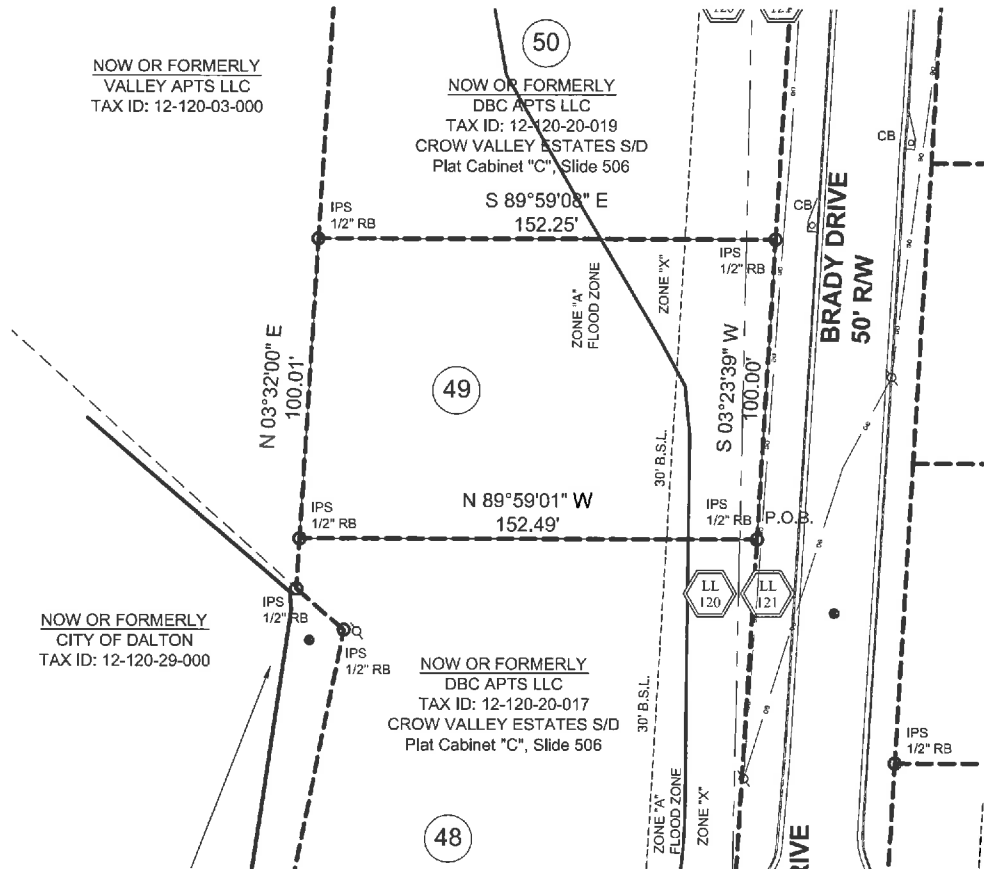
CROW VALLEY ESTATES PHASE TWO LOT 49

Tax Parcel ID: 12-120-20-018
being .35 Acres of Land
L.L. 120 & 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: 1a
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- ITS = Iron Pin Set 1/2" RB
- CMF Conc. Mon. Found
- ★ Light Pole
- Water Valve
- ⊠ Water Meter
- Tele / Cable Pedestal
- ⊞ Electric Transformer
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- ⊞ Power Pole
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- Fence line
- Power line



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APRIL 11, 2019

KENNETH L. NUTT R.L.S. SEAL #2104

SITE AREA

0.35 ACRES
15,210 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

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Perimeter Surveying Co., Inc.
All Your Surveying Needs!
1065 Sandown Road, Suwanee, GA 30024
Phone: (770) 425-4824 Fax: (770) 425-6781 kerry@psurvey.com
Kenneth L. Nutt, Ga. R.L.S. #2104 CDW, SFD01223

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES PHASE TWO LOT 49

Land Lot: 120 & 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA & WHITFIELD COUNTY GIS
FLOOD LINES ARE SCALED IN AND NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #13313C0136D, dated 09/19/07 this property is located in ZONE "X" AND ZONE "A" which is an area having special flood hazards.

Computed by: JF
Drawn by: JF
Checked by: KN

Party Chief: KN
Date Surveyed: 04/06/2019
Date Drawn: 04/11/2019

GRAPHIC SCALE

0 10 20 40
SCALE: 1" = 40'

Retracement Survey of:

CROW VALLEY ESTATES PHASE TWO LOT 50

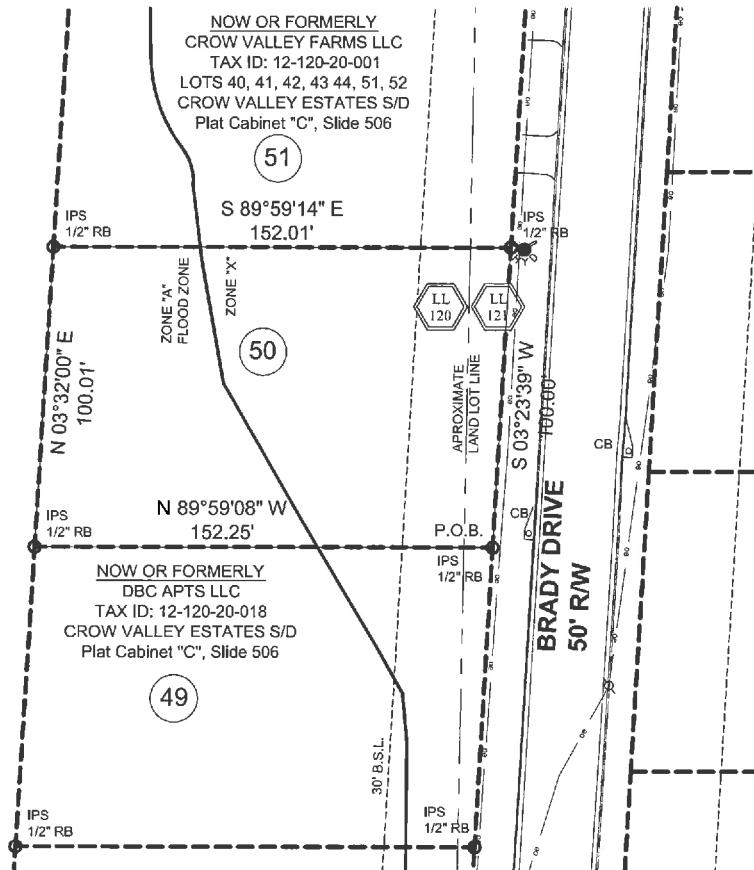
Tax Parcel ID: 12-120-20-019
being .35 Acres of Land
L.L. 120 & 121, 12th District, Section 3
Whitfield County, Georgia

BASIS OF BEARING
Reference: 1a
PlatBook C, Slide 506

LEGEND:

- Property Corner
- IPF = Iron Pin Found
- IPS = Iron Pin Set 1/2" RB
- CMF = Conc. Mon. Found
- ★ Light Pole
- Water Valve
- ⊠ Water Meter
- Tele / Cable Pedestal
- ⊞ Electric Transformer
- ⊞ Fire Hydrant
- ⊞ Power Pole
- () Record bearing or distance
- Fence line
- Power line

NOW OR FORMERLY
VALLEY APTS LLC
TAX ID: 12-120-03-000



SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS. COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS. NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67

APRIL 11, 2019

KENNETH L. NUTT R.L.S. 5842 #2104

SITE AREA

0.35 ACRES
15,186 sq. ft.



DATE OF PLAT 04/11/19

Job #: 040319

References:

- 1a) Final Plat of CROW VALLEY ESTATES, PHASE TWO by Donald A Babb R.L.S. # 2029 dated March 18, 1986 and updated July 11 1988 recorded in Plat Cabinet "C", Slide 506.
- 1b) Deed Book 08660 Slide 506
- 2) Equipment used: Topcon GTS Total Station
- 3) Radial Survey with Redundant Measurements having a positional tolerance of 0.04'
- 4) This survey was performed without the benefit of a complete and thorough Title Abstract.
- 5) This plat has been calculated for closure and is found accurate within one foot in infinity feet.
- 6) This plat subject to all easements public and private.
- 7) Retracement Survey of existing parcel being known as a part of Tax Parcel ID # 12-120-20-019 with a current Owner of DBC APTS LLC per Whitfield County Records.

Retracement Survey for:

DBC Apts, LLC

CROW VALLEY ESTATES PHASE TWO LOT 50

Land Lot: 120 & 121, 12th District, Section 3
Whitfield County, City of Dalton, Ga

FLOOD INFORMATION FROM FEMA & WHITFIELD COUNTY GIS
FLOOD LINES ARE SCALED IN AND NO FIELD WORK PERFORMED.

According to F.I.R.M. Community Panel #13313C0136D, dated 09/19/07 this property is located in ZONE "X" AND ZONE "A" which is an area having special flood hazards.

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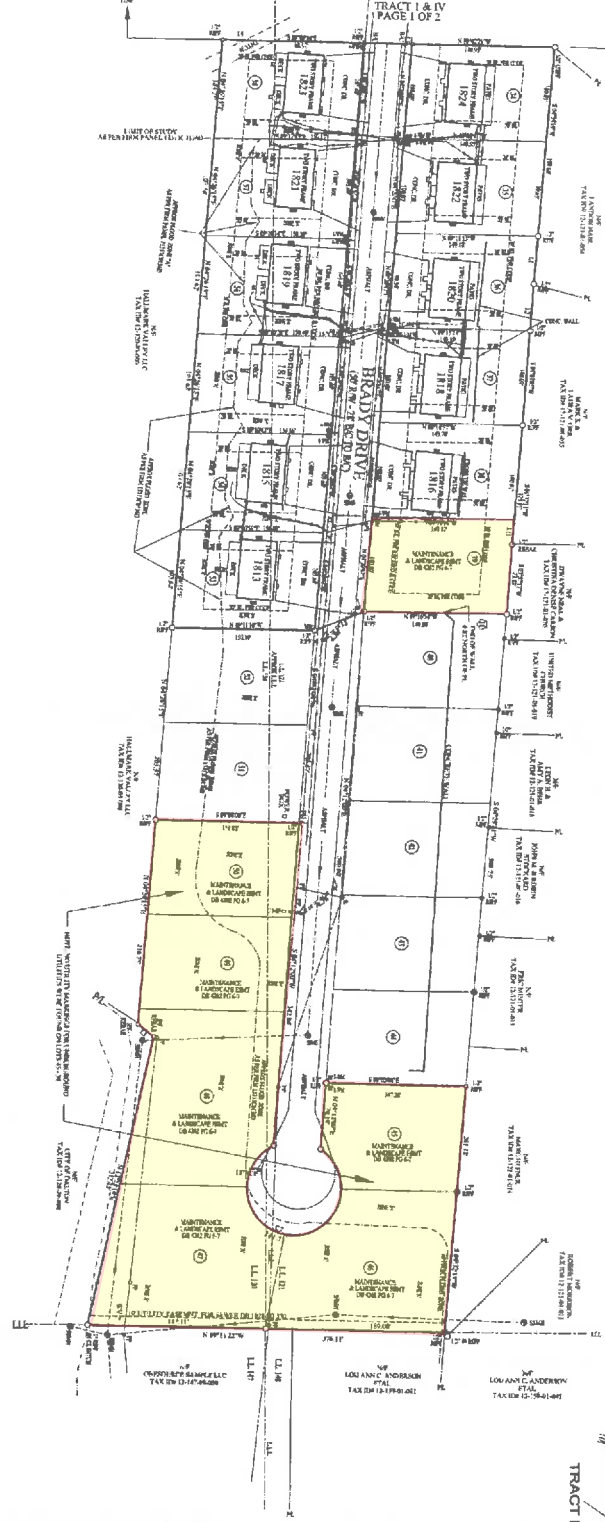


Perimeter Surveying Co., Inc.

All Your Surveying Needs!
1065 Sandown Road, SW Marietta, GA 30066
Phone: (770) 425-4824 Fax: (770) 425-8778 Email: karn@perimeter.com
Kenneth L. Nutt, R.L.S. #2104 GCR# 25001223



TRACT I & IV
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TRACT I
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TRACT II
PAGE 2 OF 2

TRACT III
PAGE 3 OF 3

TRACT IV
PAGE 4 OF 4

MOORE VALUE	
F.A. ADJ. W/AL. EST.	
TRACT I	484,977.51 (\$9,394,405.51)
TRACT II	3,390,934.51 (\$6,581,405.51)
TRACT III	1,111,111.11 (\$2,181,111.11)
TRACT IV	1,111,111.11 (\$2,181,111.11)
TOTAL NUMBER OF UNITS = 100	
MOORE VALUE	
F.A. ADJ. W/AL. EST.	
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TRACT III	1,111,111.11 (\$2,181,111.11)
TRACT IV	1,111,111.11 (\$2,181,111.11)
TOTAL NUMBER OF UNITS = 100	

PROPOSED 100 UNIT APARTMENT COMPLEX
1000 N. 10TH STREET, SUITE 100
DALLAS, TEXAS 75201
PREPARED BY: J. L. LEE, P.E.
DATE: 12-15-2018

LEGEND

SYMBOL	DESCRIPTION
[Symbol]	1. EXISTING LOT LINES
[Symbol]	2. EXISTING LOT CORNERS
[Symbol]	3. EXISTING LOT AREA
[Symbol]	4. EXISTING LOT PERIMETER
[Symbol]	5. EXISTING LOT CORNER
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[Symbol]	92. EXISTING LOT CORNER
[Symbol]	93. EXISTING LOT AREA
[Symbol]	94. EXISTING LOT PERIMETER
[Symbol]	95. EXISTING LOT CORNER
[Symbol]	96. EXISTING LOT AREA
[Symbol]	97. EXISTING LOT PERIMETER
[Symbol]	98. EXISTING LOT CORNER
[Symbol]	99. EXISTING LOT AREA
[Symbol]	100. EXISTING LOT PERIMETER

PRESTON SERVICEING ASSOCIATES, INC. - FANNIE MAE
1000 N. 10TH STREET, SUITE 100
DALLAS, TEXAS 75201
PREPARED BY: J. L. LEE, P.E.
DATE: 12-15-2018

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PRESTON SERVICEING ASSOCIATES, INC. - FANNIE MAE
1000 N. 10TH STREET, SUITE 100
DALLAS, TEXAS 75201
PREPARED BY: J. L. LEE, P.E.
DATE: 12-15-2018



dlwhit@worldcapsolutions.com

From: Mark Buckner <mbuckner@dutil.com>
Sent: Thursday, September 9, 2021 10:15 AM
To: dlwhit@worldcapsolutions.com
Subject: RE: Brady Drive, Dalton
Attachments: Brady Drive water and sewer 9-9-21.JPG

David,

Please see the attached map showing water and sewer. The addition of 28 units will not create a capacity problem as the sewer lines have adequate capacity to handle the additional units.

Thanks,

Mark

Mark Buckner | Dalton Utilities
1200 VD Parrott Parkway | PO Box 869 | Dalton, GA 30722
office: (706) 529-1011 | fax: (706) 529-1271
mobile: (706) 463-1954

From: dlwhit@worldcapsolutions.com <dlwhit@worldcapsolutions.com>
Sent: Thursday, September 09, 2021 10:02 AM
To: Mark Buckner <mbuckner@dutil.com>
Subject: Brady Drive, Dalton

Mark –

I am preparing a rezoning application for a client regarding 7 lots in the Dalton Beach Club, Brady Drive. See attached survey.

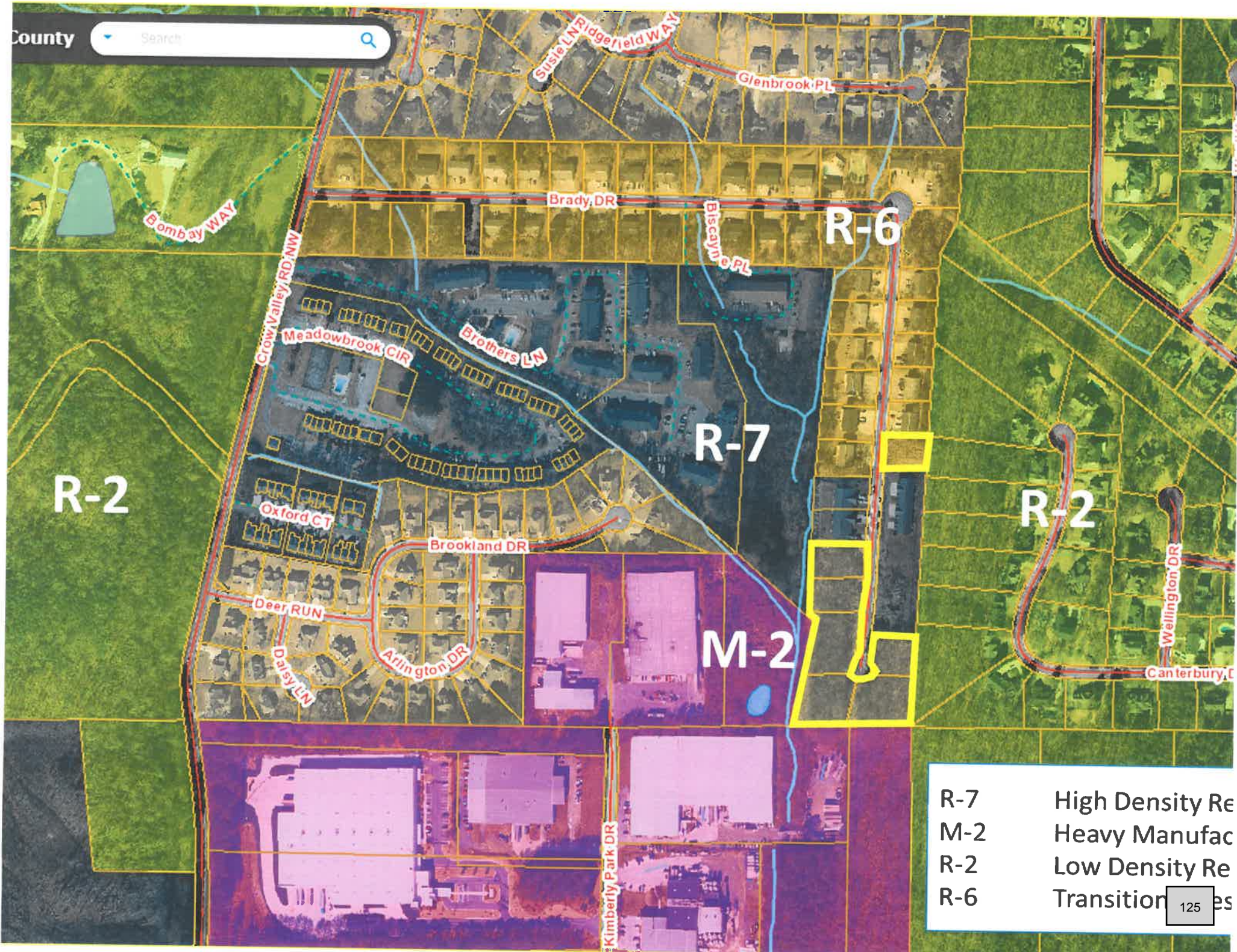
Can you provide a screenshot of the public sewer and confirmation that adding 28 units to Brady Drive would not exceed the available capacity?

Thanks,

David Whittenton
(770) 598-5366

A certain tract or parcel of land lying or being in Land Lot 121, 12th District, 3rd Section, Whitfield County, Georgia, and being Lot 39 and Lots 45 thru 50 of CROW VALLEY ESTATES PHASE TWO, as recorded in Plat Cabinet C, Slide 506, Whitfield County records.

Containing 3.17 acres of land, and referenced as Tax Parcel numbers 12-120-13-013 thru 12-120-13-019.



- R-7 High Density Re
- M-2 Heavy Manufac
- R-2 Low Density Re
- R-6 Transition



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: **The request of Thomas Durkan III to rezone from Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) to Transitional Residential (R-6) a tract of land totaling 0.33 acres located at 624 Charles Street and 0.11 acres located at 620 Charles Street, Dalton, Georgia. Parcels (12-199-19-008 and 12-199-19-016)**

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. 21-22

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) To Transitional Residential (R-6) Being Tracts of Land Totaling .33 Acre Located at 624 Charles Street (Parcel No. 12-199-19-008) and .11 Acre located at 620 Charles Street (Parcel No. 12-199-19-016); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Thomas Durkan, III (Owner) has filed an application with the City to rezone property located at 624 Charles Street and 620 Charles Street (Parcel Nos. 12-199-19-008 and 12-199-19-016);

WHEREAS, the Property is currently zoned in part Heavy Manufacturing (M-2) and in part Medium Density Single Family Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to Transitional Residential (R-6);

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-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 15, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-6;

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

-1-

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

-2-

The Property located 624 Charles Street and 620 Charles Street and being identified as

Parcel Nos. 12-199-19-008 and 12-199-19-016 is hereby rezoned from Heavy Manufacturing (M-2) and Medium-Density Single Family Residential (R-3) to Transitional Residential (R-6).

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 16, 2021

SUBJECT: The request of Thomas Durkan III to rezone from Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) to Transitional Residential (R-6) a tract of land totaling 0.33 acres located at 624 Charles Street and 0.11 acres located at 620 Charles Street, Dalton, Georgia. Parcels (12-199-19-008 and 12-199-19-016)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 15, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Rodney Adams.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-6 rezoning. There were no further questions for Calhoun.

Rodney Adams, power of attorney, represented Thomas Durkan by stating their plan to remodel the existing structures into four condominium units.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **Octavio Perez then made a motion to recommend the R-7 rezoning based on his agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-6 rezoning followed, 5-0.**

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

ZONING CASE: Thomas Durkan III is seeking to rezone from Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) to Transitional Residential (R-6) a tract of land totaling 0.33 acres located at 624 Charles Street and 0.11 acres located at 620 Charles Street, Dalton, Georgia. **Parcels (12-199-19-008 and 12-199-19-016)**

The tract currently contains two vacant commercial buildings; the rezoning request of R-6 is sought to allow for the petitioner to redevelop the existing structures into condominiums.

The surrounding uses and zoning are as follows: 1) to the north, across Charles St, is a 0.24-acre tract of land containing a single-family detached dwelling zoned R-3. 2) to the east are three adjacent tracts of land zoned R-3 that each contain a single-family detached dwelling, and each of the eastern tracts is under 0.2-acres in size. 3) To the south is a 0.2-acre tract of land zoned R-3 that contains a single-family detached dwelling. 4) to the west, across Charles St, are two adjacent tracts of land zoned R-3 that each contain single-family detached dwellings.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council. Medium and high-density residential are common land uses in this area of the City.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad October 29, 2021 (16 days-notice)			
	2. Property posted October 25, 2021 (Yes -- one sign on the lot frontage; 21 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	—	<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 property.

The area surrounding the subject property is a point of convergence between the medium-density, high-density, and transitional residential zone districts. This area also contains an island of manufacturing zoning and land use. The character of this area may be described as an in-town neighborhood where residents may be near the city's downtown. The subject property's current M-2 zoning is a byproduct of the former pyramid zoning ordinance as the previous use of the property was a preschool/daycare facility. The proposed use of the subject property is to redevelop the existing structures into multi-family condominiums. One of the structures is approximately 2,000SF and the other structure is approximately 3,000SF, which would limit the smaller structure to a maximum of 2-units and the larger structure would be limited to 3 units based on the UZO requirement for dwelling units to be a minimum of 900SF within the City of Dalton. While all the adjacent properties are zoned and developed as single-family dwellings, the proposed zoning and density would not be unlike that which has already been established in this area.

(B) Whether the proposed R-6 amendment would adversely affect the economic value of adjacent and nearby property.

Based on the existing zoning and land use, as compared to the proposed redevelopment, the overall intensity of land use would be less than currently exists. While no buffer exists along the southern boundary of the subject property, a buffer would be required to be established there in order to obtain a building permit for the proposed redevelopment. The eastern boundary of the subject property, however, does not have sufficient area to establish the required 15' buffer due to the existing site conditions. The existing structures do not have appeared to have a negative impact on the surrounding properties as there have been several new dwellings constructed within the last three years. While it would be ideal for the subject property to have a buffer along the eastern boundary, the proposed zoning and land use would have a lesser impact on the adjacent property than currently exists.

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

Neither the M-2 nor the R-3 zone districts permit the subject property for a use that would accommodate the types of structures that have existed on the subject property for several decades. Even the former use of the subject property would not be permitted within either of the current zone districts. The proposed rezoning and adaptive reuse of the subject property would create a more appropriate zoning and land use than currently exists on the subject property.

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

N/A

(E) Whether the proposed (R-6) 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. The lack of sidewalks on Charles St. is not ideal for the amount of residential density of this area, so all of the residents of this area solely rely on automobile trips. Due to the large amount of undeveloped area on the subject property, there is no concern that the subject property can provide for sufficient off-street parking area. On street parking is an issue along Char

St. due to the narrow R/W of the street which makes it difficult to access with large emergency vehicles when cars park on the street.

(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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Whitfield County Comprehensive Plan's 2019-2023 Future Development Map demonstrates that the surrounding area's future development is within the Town Neighborhood character area. This character area includes residential areas in older parts of the community typically developed prior to World War II. Characteristics include pedestrian-friendly streets with sidewalks, street trees, on-street parking, small, regular lots, shallow yards (relative to newer suburban counterparts), less space between buildings, and some mixed-use elements such as small neighborhood businesses. While this character area specifically lists single-family residential as the primary land use and recommends that infill development be reflective of the established residential character and architecture, the subject property has existed in its current state for several decades. The proposed redevelopment of the subject property would be a compromise to the existing zoning and commercial use of the subject property and the Comprehensive Plan's Town Neighborhood character area's recommended development pattern.

(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 zoning) as interpreted by current Georgia law.

The proposed rezoning would eliminate an island of M-2 surrounded by the R-3 zone district and create an island of R-6 surrounded by the R-3 zone district. The residential nature of the R-3 and R-6 zone districts does not create the situation of a spot zone. The established pattern of multi-family housing throughout this area does not give this planner cause for concern regarding the proposed rezoning creating an entering wedge of multi-family.

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation. No issues identified.

Conclusion:

The staff can recommend approval of the requested zoning change from M-2 and R-3 to R-6.
Reasons for approval:

1. The R-6 and multi-family residential character have existed in this area now for some time without impacting infill development/investment of the adjacent single-family properties.
2. This zoning request and proposed land use falls within the grey area of the Comprehensive Plan and future development map. This planner believes that the proposed rezoning and land use would be an improvement from the existing zoning and use of the subject property without any significant conflict with the Town Neighborhood character area.

3. There is no adverse impact expected public utilities or property values in this area based on existing development along with the limited size of the subject property.

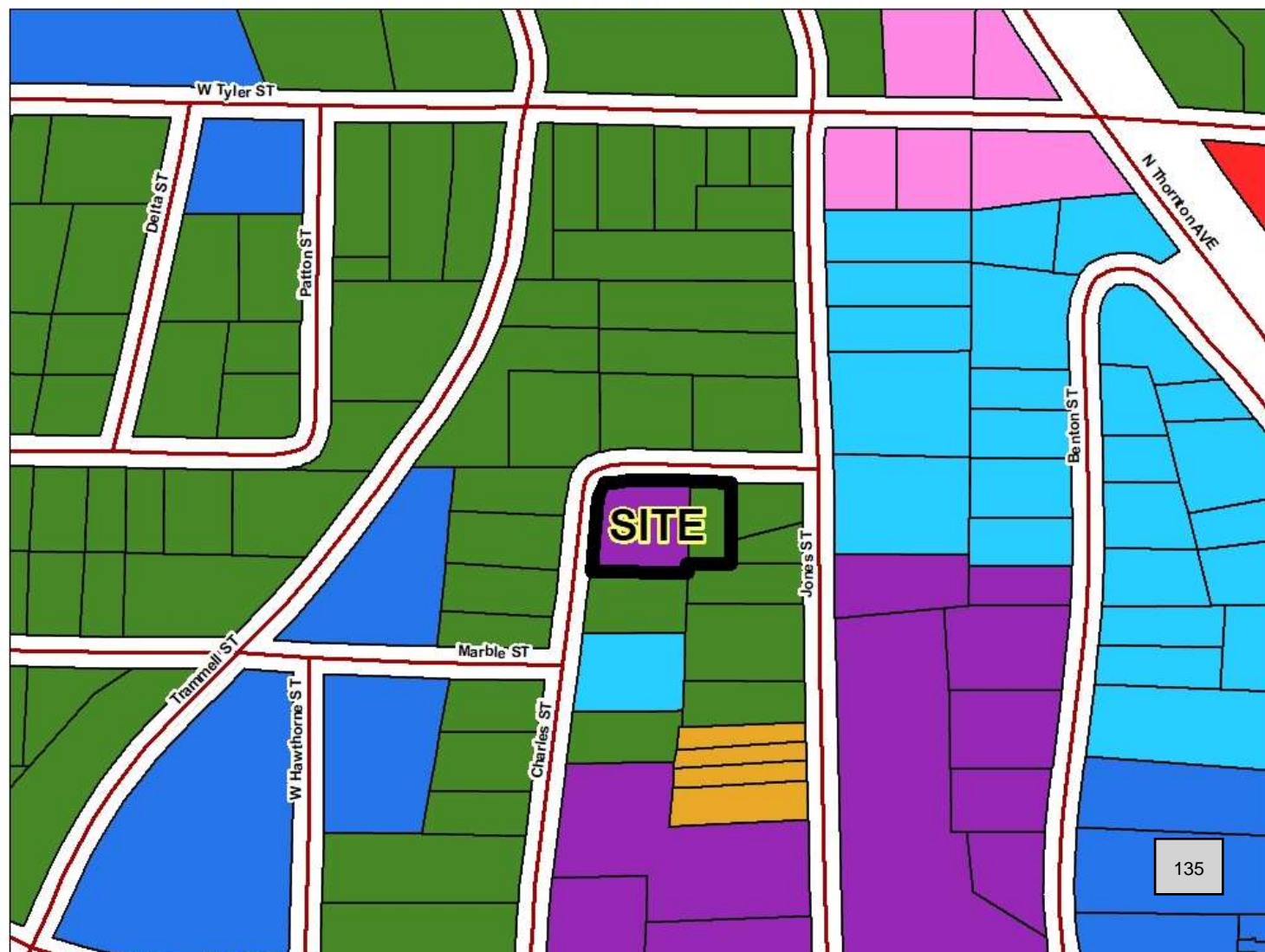
Durkan Rezoning Request
R-3, Medium Density Residential/M-2, Heavy Manufacturing
to
R-6, Transitional Residential
CITY OF DALTON JURISDICTION



Unified Zoning

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200



View of subject property from Charles St.



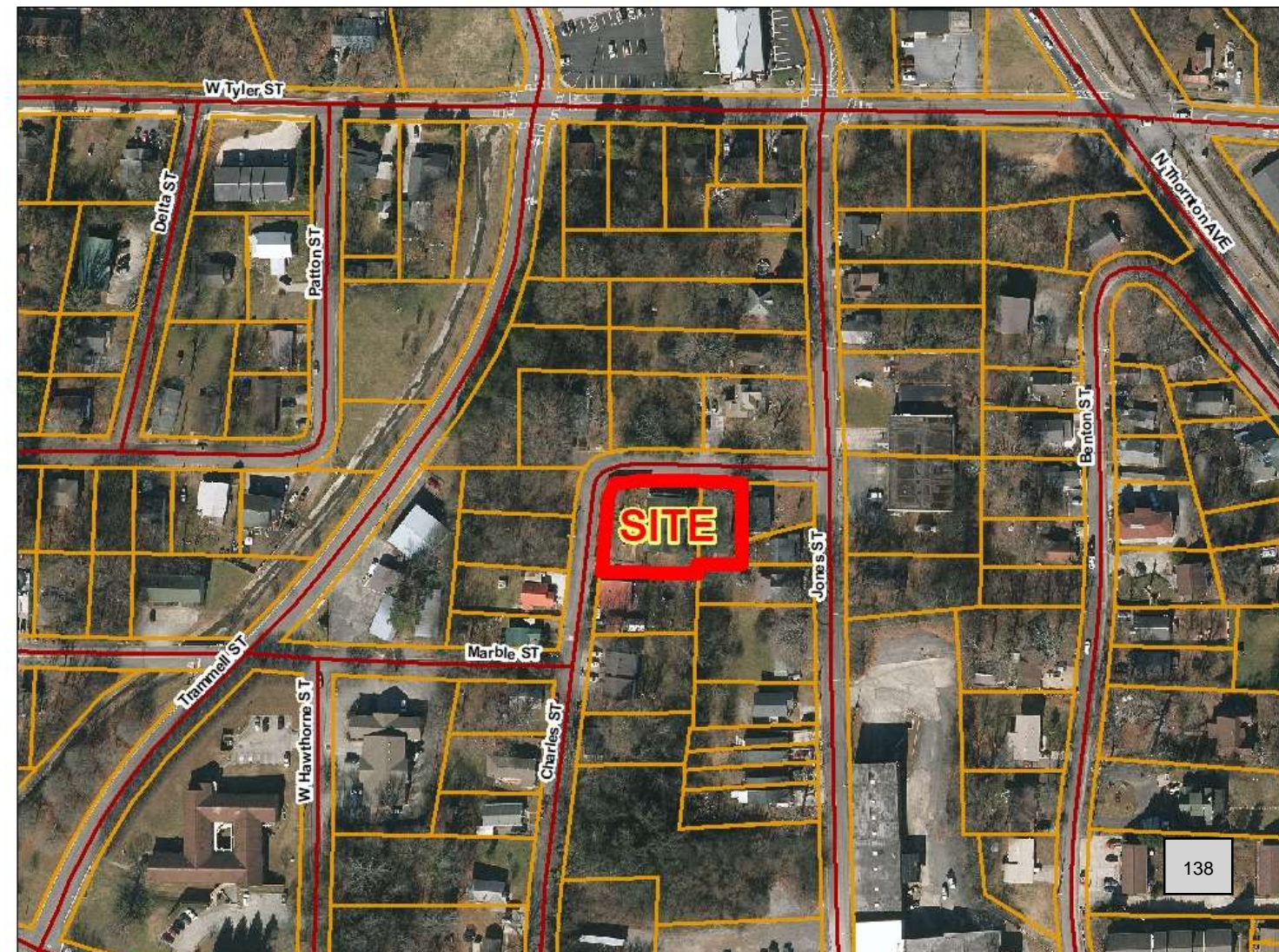
View of the subject property from Charles St. near Marble St.



Durkan Rezoning Request
R-3, Medium Density Residential/M-2, Heavy Manufacturing
to
R-6, Transitional Residential
CITY OF DALTON JURISDICTION



FEET
200



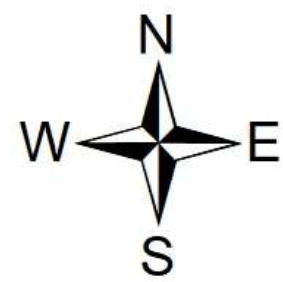
Durkan Rezoning Request
R-3, Medium Density Residential/M-2, Heavy Manufacturing
to
R-6, Transitional Residential
CITY OF DALTON JURISDICTION



FEET
100



Durkan Rezoning Request
R-3, Medium Density Residential/M-2, Heavy Manufacturing
to
R-6, Transitional Residential
CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Suburban Neighborhood
-  Town Neighborhood
-  Town Neighborhood Revitalization

FEET
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12-199-19-008

12-199-19-016

FOR OFFICE USE ONLY: 10/14/2021
DATE RECEIVED: _____

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

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: *
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: Thomas Durkan III Telephone: 706-581-4040

Mailing Address: P.O. Box 10057 Dalton, GA 30722

Email: thomasdurkaniii@yahoo.com

Address of Property to be Rezoned: 1024 Charles Street 620 CHARLES STREET

Amendment to: Zoning Map 12-199-19-008 Text Section 12-199-19-016

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: 0.33 acres 0.11 square feet

Existing Zone Classification: M-2 R3

Proposed Zone Classification: R6 R6

Present Use of Property: Vacant

Proposed Use of Property: Condominium

If multi-family, total number of units: 2
Average size of unit (optional): _____ 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: [Signature] Date: 10/14/2021

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)

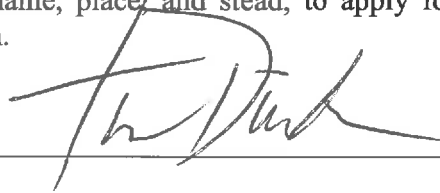
Parcel: 12-199-19-008 / 624 Charles Street

Owner - Thomas Durkan

My interests in the land described is to turn
in to a Condominium w/ 2 units.

I appoint _____
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)

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)

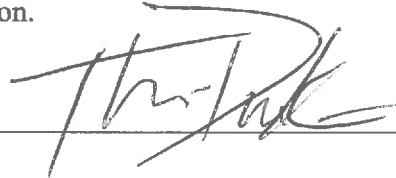
Parcel: 12-199-19-016 / 620 Charles Street

Owner - Thomas Durkan

My interests in the land described is to turn
in to a condominium w/ 2 units.

I appoint _____
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: 10/14/2021

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 14 day of October, 2021.


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: 10/14/2021

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 14 day of October, 2021.


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.

Deed Doc: WD
Recorded 04/05/2021 11:08AM
Georgia Transfer Tax Paid : \$160.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06839 Pg 0741-0743

Pre1000951

✓ RETURN TO:

L. STEPHEN KELEHEAR
LITTLE, BATES & KELEHEAR, P.C.
PO BOX 488
DALTON, GA 30722-0488

STATE OF GEORGIA
COUNTY OF WHITFIELD

WARRANTY DEED

THIS INDENTURE, made the 1st day of April, 2021, between **Ameer Ali Awad** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **Thomas R. Durkan, III Family Limited Partnership, LLLP** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

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 Grantee the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

EXHIBIT "A"

Tract 1:

All that tract or parcel of land lying and being in Land Lot No. 199 in the 12th District and 3rd Section of Whitfield County, Georgia, and describes as follows:

BEGINNING at an iron pinon the southerly side of Piedmont Street which is located north 86 degrees 33 minutes west 79.5 feet from the southwest corner of the intersection of Piedmont Street and Jones Street; thence north 86 degrees 33 minutes west along the southerly side of Piedmont Street 47.88 feet to a concrete monument; thence south 03 degrees 55 minutes west 98 feet; thence south 87 degrees 41 minutes east 52.5 feet; thence north 01 degrees 12 minutes west 97.19 feet to the POINT OF BEGINNING.

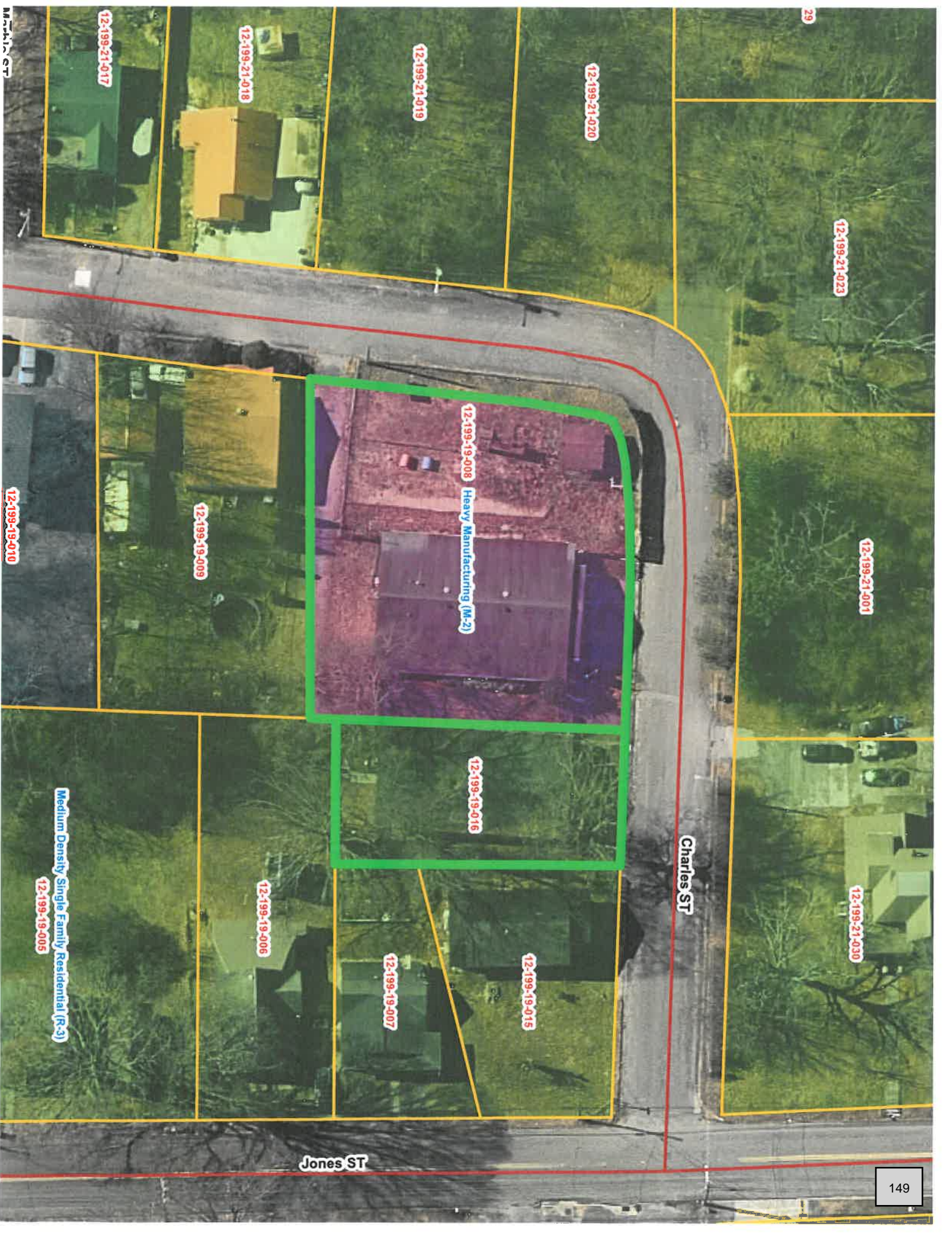
12-199-19-016

Tract 2:

All that tract or parcel of land lying and being in Land Lot No. 199 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 22 and 24 of the Jones Addition to the City of Dalton, said lots lying contiguous and forming one tract of land fronting 115 feet on the easterly side of Charles Street and extending back eastwardly between parallel lines along the south side of Piedmont Street 125 feet.

12-199-19-008

AA.



29

12-199-21-023

12-199-21-001

12-199-21-030

Charles ST

12-199-21-020

12-199-21-019

12-199-21-018

12-199-21-017

12-199-19-008 Heavy Manufacturing (M-2)

12-199-19-009

12-199-19-010

12-199-19-016

12-199-19-015

12-199-19-007

12-199-19-006

Medium Density Single Family Residential (R-3)

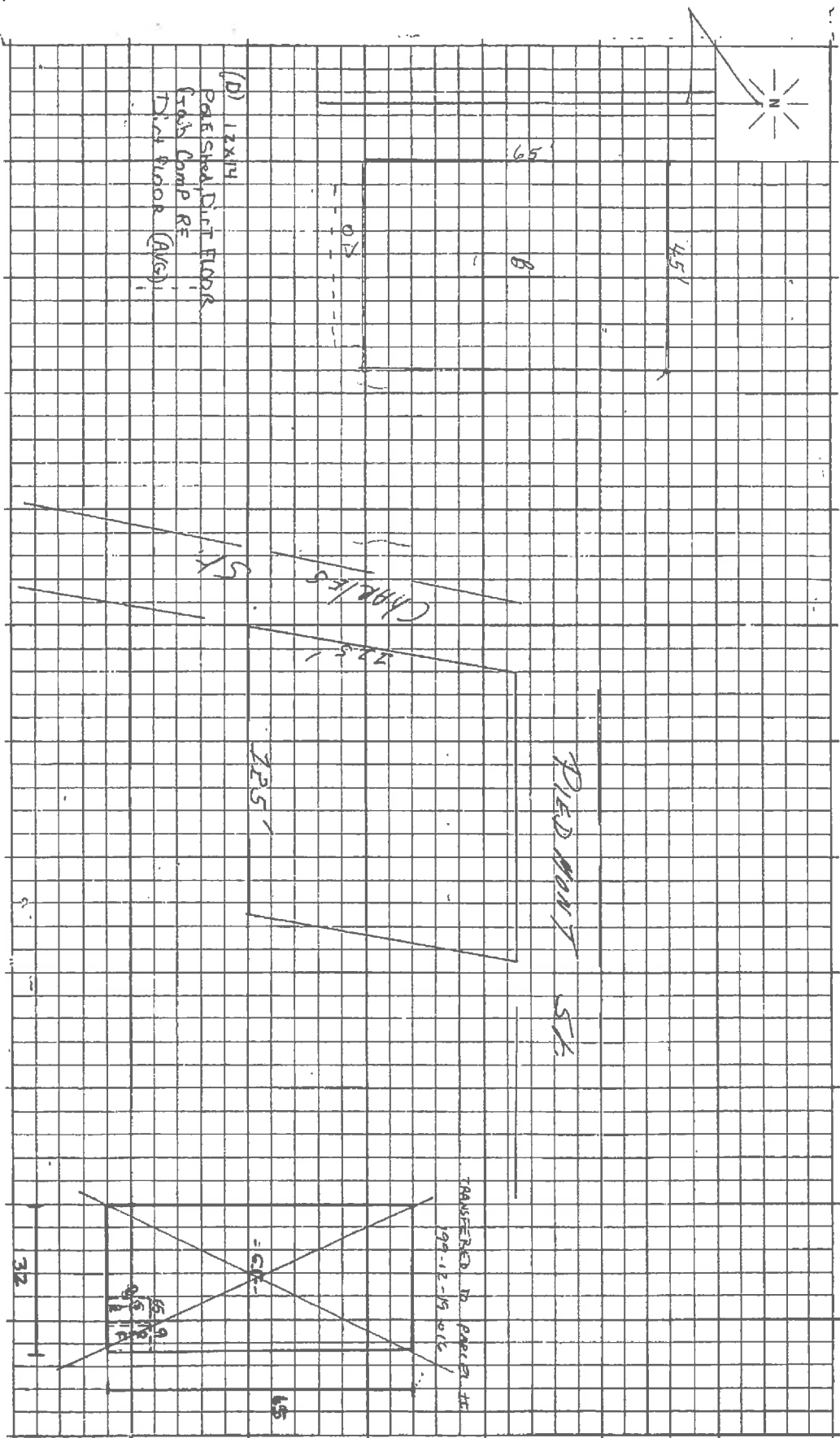
12-199-19-005

Jones ST

[illegible]

RANDOM ☐ PLOTTED ☒

1" = 60'
SCALE 1" =



LOTS OR DESCRIPTION (Continued)

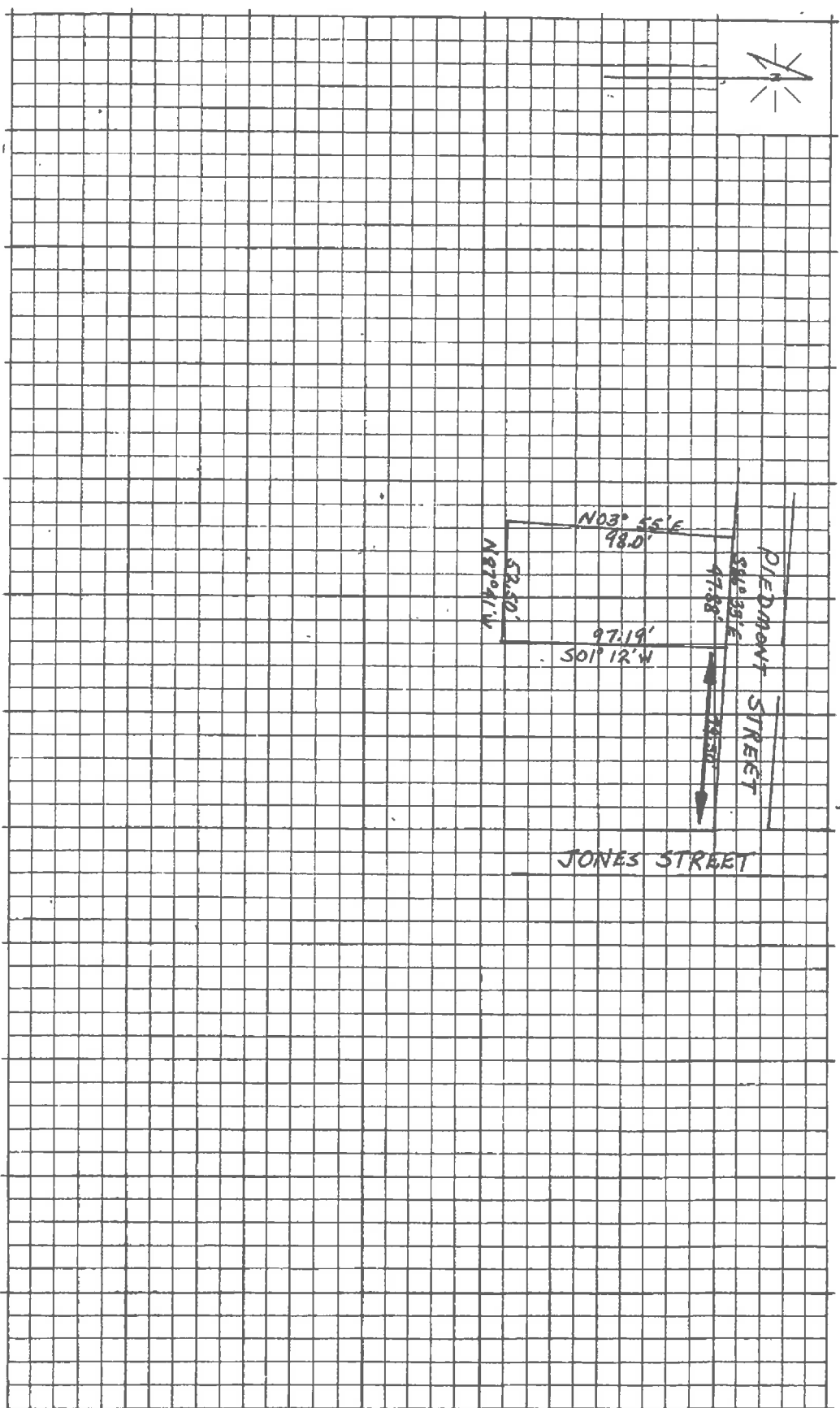
[illegible]

PLOT PLAN GRAPH

RANDOM

PLOTTED

SCALE 1" = 60'





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: **The request of Hammer Properties to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.34 acres located at East Morris Street, Dalton, Georgia. Parcel (12-218-18-005)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-23

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From General Commercial (C-2) To Rural Residential (R-5) Being A Tract of Land Totaling 0.34 Acre Located on East Morris Street (Parcel No. 12-218-18-005); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Hammer Properties of Dalton, LLC (Owner) has filed an application with the City to rezone property located on East Morris Street (Parcel No. 12-218-18-005) as described in Exhibit “A”);

WHEREAS, the Property is currently zoned General Commercial (C-2);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

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

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

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 15, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

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

-1-

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

-2-

The Property located on East Morris Street identified as Parcel No. 12-218-18-005 and described in Exhibit “A” attached hereto is hereby rezoned from General Commercial (C-2) to Rural Residential (R-5).

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ 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

EXHIBIT “A”

A lot in the City of Dalton, Georgia, said lot beginning at a point on the north side of East Morris Street, which point is 245 feet east of the curb of Easterling Street; thence running north 238 feet; thence running east 62 feet; thence running south 238 feet to the north side of East Morris Street; thence running west 62 feet to the point of beginning. Said property recorded in Deed Book 67, page 429, Whitfield County, Georgia Deed Records.

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: November 16, 2021

SUBJECT: The request of Hammer Properties to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.34 acres located at East Morris Street, Dalton, Georgia. Parcel (12-218-18-005)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 15, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Bryan Spence.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the proposed R-5 rezoning. There were no further questions for Calhoun.

Bryan Spence stated that he intends to construct a single-family detached dwelling on the subject property similar to those in the area.

Greg Bowman stated that he owns three adjacent properties that are all zoned C-2 and that he is opposed to the subject property being rezoned C-2. Bowman stated that he did not think that mixing commercial and residential zoning would have a positive outcome. Bowman informed the Planning Commission that he had attempted to purchase the subject property from Spence. Bowman stated that two of his adjacent tracts were zoned C-2 but contained single-family detached dwellings that he rented as a source of income. Chris Shiflett asked Bowman for the reasons for his opposition to which Bowman stated that he was concerned with long-term property maintenance if a dwelling is constructed. Bowman also noted a former gentleman's agreement regarding access to the adjacent church property as well as overflow parking for his commercial property. Bowman then stated that there had been a drainage issue with the subject property in the past.

With no other comments heard for or against, this hearing closed at approximately 8:09pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed R-5 rezoning. **Eric Barr then made a motion to recommend the R-5 rezoning based on his agreement with the content of the staff analysis. Octavio Perez seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 5-0.**

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

ZONING CASE: Hammer Properties is seeking a rezoning a tract of land along East Morris St. The property totals 0.34-acres and their request is to rezone from General Commercial (C-2) to Rural Residential (R-5). The tract is presently undeveloped. The request was prompted by the desire to develop this tract of land for a single-family detached dwelling.

The surrounding land uses and zoning are as follows: 1) To the north is a 1.13-acre tract of land zoned M-2 that contains an industrial operation; 2) to the east, are two tracts of land that each contain single-family detached dwellings but are zoned C-2 and M-2; 3) To the south across E. Morris St. are two tracts of land that each contain a single-family dwelling and each zoned R-5; and 4) to the west is a tract of land containing a small multi-fronted commercial building zoned C-2.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton near Blue Ridge Elementary School.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad October 8, 2021 (16 days-notice)			
	2. Property posted October 8, 2021 (Yes -- one sign on the lot frontage; 16 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	—	<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.

This area of the City is a point of convergence between the industrial, high-density, and medium-density residential areas. The east side of Dalton has long been known as a center for commercial and industrial development. High-traffic corridors, such as E. Morris St, often end up with the majority of adjacent property zoned for commercial use. As Dalton's commercial and industrial development grew in the mid-20th century, areas that were once residential were redeveloped for commercial and industrial use. As a result of this long-term commercial and manufacturing sprawl, nodes of urban workforce residential property were located throughout this area. Several properties around the subject property are mid-century single-family detached urban dwellings from the industrial boom of that era. The subject property is also near a crossroad where commercial nodes are often located. The proposed rezoning would be considered an infill development which would permit similar development as already exists in this area.

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

The introduction of a residential zone and single-family detached residential dwelling adjacent to a commercial property does not typically have any negative impact on the commercial property. There can be, however, an unintended consequence of an imposed buffer burden for the adjacent commercial property should that commercial property be redeveloped or heavily remodeled in the future. The adjacent commercial building to the west was developed under the previous pyramid zoning ordinance that permitted zero lot line development in the C-2 zone district at that time, so the adjacent commercial building would already be considered non-conforming regarding current UZO setbacks.

(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 could be developed as it is currently zoned, but the subject property is also a good candidate for the proposed rezoning and single-family detached dwelling.

(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 (C-2) zoning.

N/A

(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 to utilities or public infrastructure is expected as the proposed rezoning is of a much less intensity than the existing C-2 zone. The size of the subject property is also a greatly limiting factor in relation to potential burden to public infrastructure.

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

The Comprehensive Plan and future development map show the subject property to be within the

commercial character area. One will note, however, that the subject property is adjacent to the Town Neighborhood character area. The nature of comprehensive planning and the character area development model is such that areas receive a more general overlay. A close look around the subject property indicates that there are several tracts that are a better fit for the Town Neighborhood Revitalization Area than the Commercial character area. The proposed rezoning and development would be a great fit for the Town Neighborhood Revitalization character 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 (MU) 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 rezoning would simply enlarge the existing R-5 zone district and shrink the C-2 zone district in this area. No new zone district or character of land use is expected if this rezoning is approved.

(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. The subject property has remained vacant now for some time, but the site is buildable with no issues regarding the above-mentioned factors.

CONCLUSION: The staff recommendation is that the requested R-5 rezoning be approved based on the following factors:

- 1) The proposed rezoning is consistent with the established development pattern and zoning of the area;
- 2) There is no expectation for negative impact to any of the adjacent or nearby properties; and
- 3) There are no issues identified regarding the Comprehensive Plan and Future Development Map based on the proposed R-5 rezoning and single-family detached dwelling when considering the adjacent Town Neighborhood Revitalization Area.

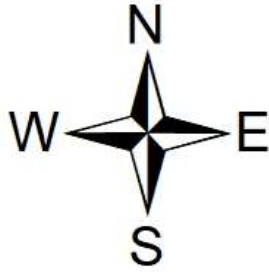
Hammer Properties Rezoning Request

C-2, General Commercial

to

R-5, Rural Residential

CITY OF DALTON JURISDICTION



Unified Zoning

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

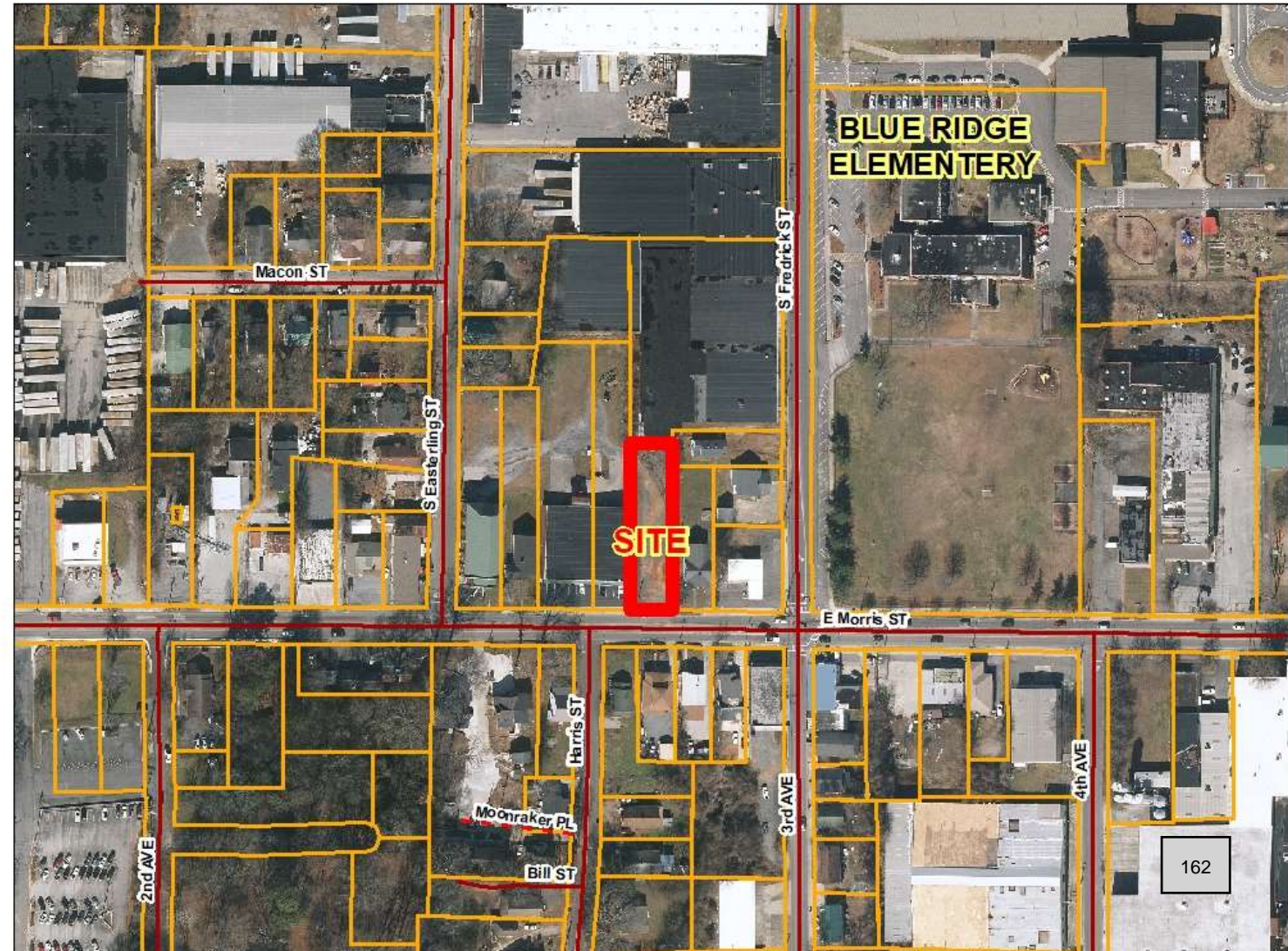
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Hammer Properties Rezoning Request C-2, General Commercial to R-5, Rural Residential CITY OF DALTON JURISDICTION

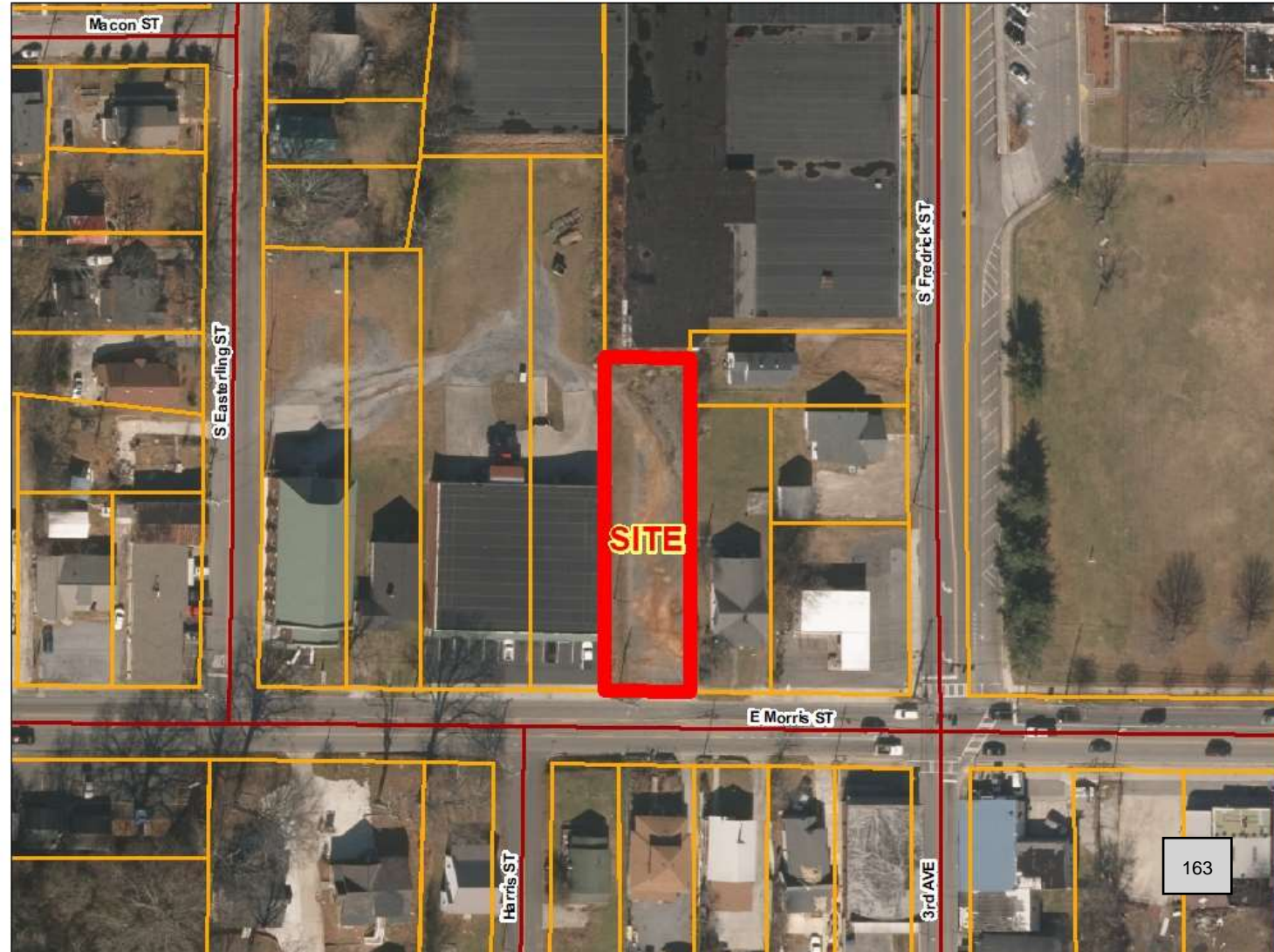
**FEET
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Hammer Properties Rezoning Request
C-2, General Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION

FEET
100



Hammer Properties Rezoning Request C-2, General Commercial to R-5, Rural Residential CITY OF DALTON JURISDICTION



**FEET
200**





12-218-18-005

FOR OFFICE USE ONLY:

DATE RECEIVED: 08/22/21

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: Hammer Properties Telephone: 706-847-6995

Mailing Address: 449 Burgess Road Dalton, GA 30721

Email: _____

Address of Property to be Rezoned: 0 East Morris Street Dalton, GA

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: 0.34 acres; _____ square feet

Existing Zone Classification: C-2

Proposed Zone Classification: R-5

Present Use of Property: Vacant

Proposed Use of Property: Single family Dwelling

If multi-family, total number of units: _____

Average size of unit (optional): _____ 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: X Bym Gene

Date: 8-23-21

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)

Hammer Properties, LLC 100%

I appoint _____
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: 08/23/21

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 23rd day of August, 2021.

X *Bryn Sence*
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: 08/23/21

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)

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 23rd day of August, 2021.

X Ryan Sanchez
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.

Deed Doc: WD
Recorded 03/08/2019 11:15AM
Georgia Transfer Tax Paid : \$26.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06696 Pg 0754-0755

Pte 1000548

This space above this line is for recording purposes.

After recording, please return to:

Susan W. Bisson
Sponcier & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2019020130

STATE OF GEORGIA,

WHITFIELD COUNTY.

LIMITED WARRANTY DEED

THIS INDENTURE, made the 7th day of March, 2019, between **MORRIS STREET PROPERTIES, LLC**, a Georgia limited liability company, and **RANDALL C. PARKS** (hereinafter, whether singly or more than one, the "Grantor"), and **HAMMER PROPERTIES OF DALTON, LLC**, a Georgia limited liability company (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

A lot in the City of Dalton, Georgia, said lot beginning at a point on the north side of East Morris Street, which point is 245 feet east of the curb of Easterling Street; thence running north 238 feet; thence running east 62 feet; thence running south 238 feet to the north side of East Morris Street; thence running west 62 feet to the point of beginning. Said property recorded in Deed Book 67, page 429, Whitfield County, Georgia Deed Records.

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

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

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

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

Signed, sealed and delivered
in the presence of:

Guthrie McClure
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notary Seal]

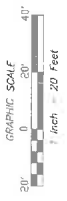


MORRIS STREET PROPERTIES, LLC
BY MANTON FAMILY PARTNERSHIP,
LLLP, ITS SOLE MEMBER
BY TLM DIVERSIFIED, LLC, ITS
GENERAL PARTNER

BY: [Signature]
THOMAS L. MANTON, ITS
MANAGER

[Signature]
RANDALL C. PARKS

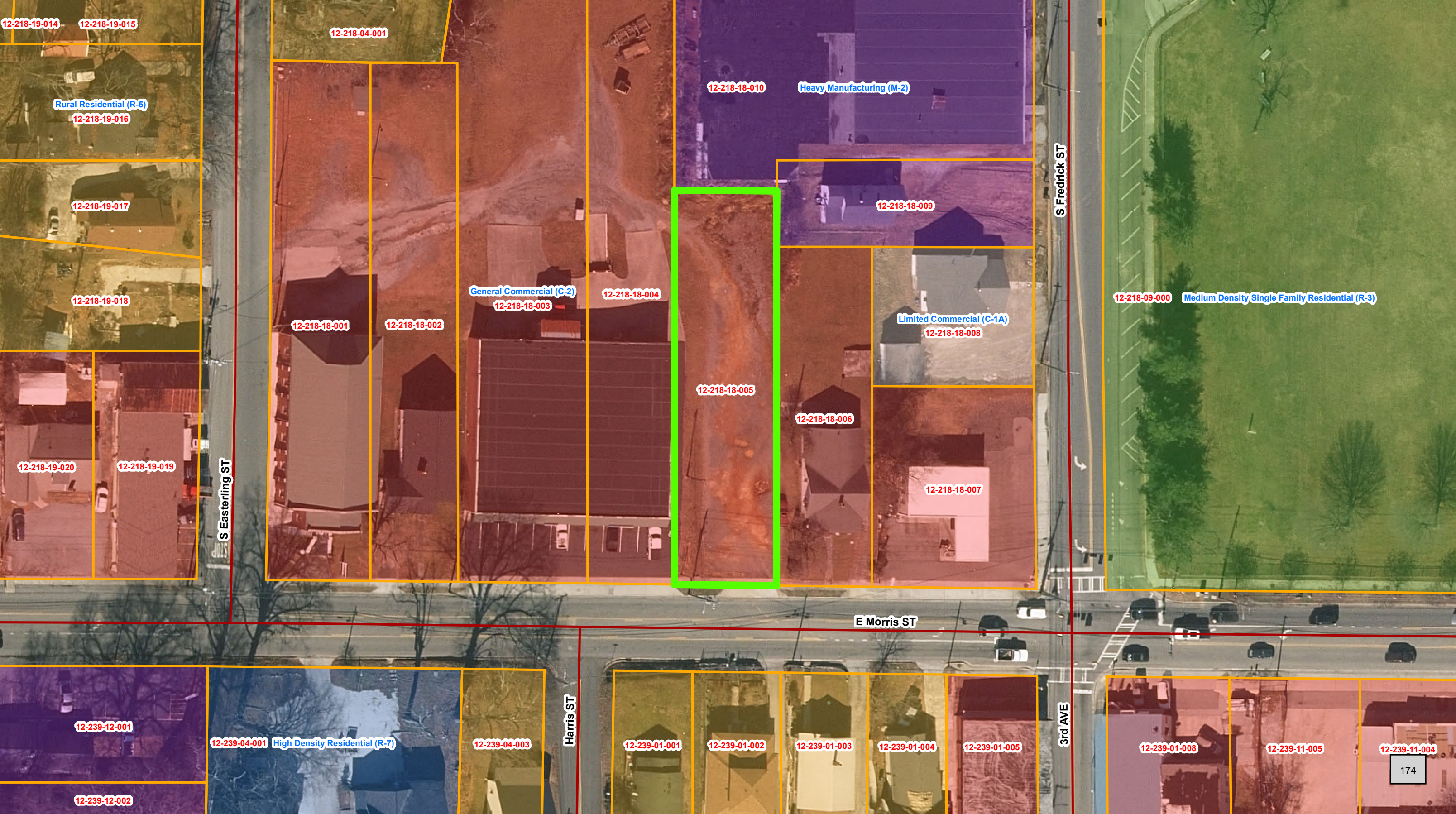
BOUNDARY SURVEY OF: 11 EAST MORRIS STREET DALTON, GA. 30721	COUNTY: WHITFIELD	LAND LOT: 218 DISTRICT: 12 SECTION: 3
---	-------------------	---

PREPARED FOR
ERIAN SPENCE[illegible][illegible]EASTBOLLING STREET
R/W VARIES

SURVEYOR'S CERTIFICATION

[illegible]

MITCHELL LOMANTY GEDULICH



12-218-19-014

12-218-19-015

Rural Residential (R-5)

12-218-19-016

12-218-19-017

12-218-19-018

12-218-19-020

12-218-19-019

S Easterling ST

12-218-04-001

12-218-18-001

12-218-18-002

General Commercial (C-2)

12-218-18-003

12-218-18-004

12-218-18-005

12-218-18-006

12-218-18-007

12-218-18-010

Heavy Manufacturing (M-2)

12-218-18-009

Limited Commercial (C-1A)

12-218-18-008

12-218-09-000

Medium Density Single Family Residential (R-3)

S Fredrick ST

E Morris ST

12-239-12-001

12-239-12-002

12-239-04-001 High Density Residential (R-7)

12-239-04-003

Harris ST

12-239-01-001

12-239-01-002

12-239-01-003

12-239-01-004

12-239-01-005

3rd AVE

12-239-01-008

12-239-11-005

12-239-11-004

174



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: **The request of David Mosteller to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located at 803 West Waugh Street, Dalton, Georgia. Parcel (12-199-27-095)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-24

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low Density Single Family Residential (R-2) To Medium-Density Single Family Residential (R-3) Being A Tract of Land Totaling 0.60 Acre Located At 803 W. Waugh Street (Parcel No. 12-199-27-095); To Provide An Effective Date; And For Other Purposes.

WHEREAS, John David Mosteller, III and Melanie Mosteller (Owner) have filed an application with the City to rezone property located at 803 W. Waugh Street (Parcel No. 12-199-27-095);

WHEREAS, the Property is currently zoned Low Density Single Family Residential (R-2);

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

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

WHEREAS, the rezoning is not in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, however the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 15, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-3 with 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 located at 803 W. Waugh Street identified as Parcel No. 12-199-27-095 is hereby rezoned from Low Density Single Family Residential (R-2) to Medium-Density Single

Family Residential (R-3) with the conditions thereon contained in the Medium recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 16, 2021

SUBJECT: The request of David Mosteller to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located at 803 West Waugh Street, Dalton, Georgia. Parcel (12-199-27-095)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 15, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by David Mosteller.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was not in favor of the proposed R-3 rezoning. There were no further questions for Calhoun.

David Mosteller stated that the need for the additional lot and dwelling for his daughter in order for her to be close to her family due to her medical condition. Mosteller stated that they have looked into moving earth to create a buildable pad and deal with water runoff. Lidderdale asked if they had looked into adding space to the existing dwelling to which Mosteller stated there was no feasible way to accommodate an addition due to the site's topography. Philip Cantrell joined Mosteller and stated that he would be the builder of the proposed dwelling and that the layout of the subject property would accommodate a dwelling.

With no other comments heard for or against, this hearing closed at approximately 7:53pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed R-3 rezoning. **Chris Shiflett then made a motion to recommend the R-3 rezoning with the condition that the single-family dwelling be a minimum of 1,200SF and meet the required setbacks based on his belief that the proposed home would not be out of character with the neighborhood. David Pennington seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 5-0.**

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

ZONING CASE: David Mosteller is seeking a rezoning a tract of land at 803 W. Waugh St. The property totals 0.60-acres and their request is to rezone from Low-Density Single-Family (R-2) to Medium-Density Single-Family Residential (R-3). The tract is presently developed with a single-family detached dwelling. The request was prompted by the desire to subdivide a portion of the subject property in order to construct a new single-family detached dwelling for a family member.

The surrounding land uses and zoning are as follows: 1) To the north, across Waugh St, are two adjacent tracts of land that are each approximately 0.5-acres, each zoned R-2, and each contain single-family detached dwellings; 2) to the east, is a 0.69-acre tract of land zoned R-2 that contains a single-family detached dwelling; 3) To the south is a 0.72-acre tract of land zoned R-2 that contains a single-family detached dwelling; and 4) to the west is a 0.75-acre tract of land zoned R-2 that also contains a single-family detached dwelling.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton near Dalton High School.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	___	<u>X</u>	___
B.	Have all procedural requirements been met?	<u>X</u>	___	___
	1. Legal ad October 8, 2021 (16 days-notice)			
	2. Property posted October 8, 2021 (Yes -- one sign on the lot frontage; 16 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	___	<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.

This area of the City is one of a consistent character of development. With the exception of a few multi-family properties, the overwhelming majority of property along the south R/W of Waugh St. has been zoned and developed for low-density single-family residential use for several decades. The proposed R-3 rezoning would create an island of medium-density residential surrounded by low-density residential. While the principle use in the R-2 and R-3 zone districts is single-family detached residential, the lot and dwelling size proposed on the subject property would be noticeably less than the majority of properties in this area.

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

The introduction of the R-3 zone district into this neighborhood would not likely have a negative impact on property values, but the proposed increase in density within an established neighborhood would contradict the character of existing developed 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 has been a conforming property for over 40 years with no issues. While it may be possible to rezone the subject property to R-3, subdivide, and construct a new single-family detached dwelling, there would be very little buildable area on the proposed tract of land.

(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 (R-2) zoning.

N/A

(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 to utilities or public infrastructure is expected based on the limited size of the subject property.

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

The Comprehensive Plan and future development map show the subject property to be within the suburban character area. This character area is intended to protect the integrity of the established suburban neighborhoods throughout the City and County. While infill development is not uncommon in this character area, one of the development patterns for this character area specifically stated that new development should be compatible and representative to the established development pattern of the area. The proposed lot size and size of a new single-family detached dwelling would be out of character with all of the adjacent properties in terms of density.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed (MU) 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 rezoning would introduce an island of R-3 surrounded by R-2. While this is far from a “spot zone,” it would introduce a higher density than the established pattern of low-density single-family properties.

(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.

The subject property has been developed in its current state since 1980.

CONCLUSION: The staff recommendation is that the requested R-3 rezoning be denied based on the following factors:

1) The proposed rezoning would allow a higher lot density and smaller dwelling that would be inconsistent with the established development pattern and zoning of the area;

2) There is the issue of a conflict with the intent of the Comprehensive Plan and Future Development Map. The proposed division of land and new dwelling would be a higher density than the established character of all of the adjacent properties.

Mosteller Rezoning Request

R-2, Low Density Single Family Residential to R-3, Medium Density Residential

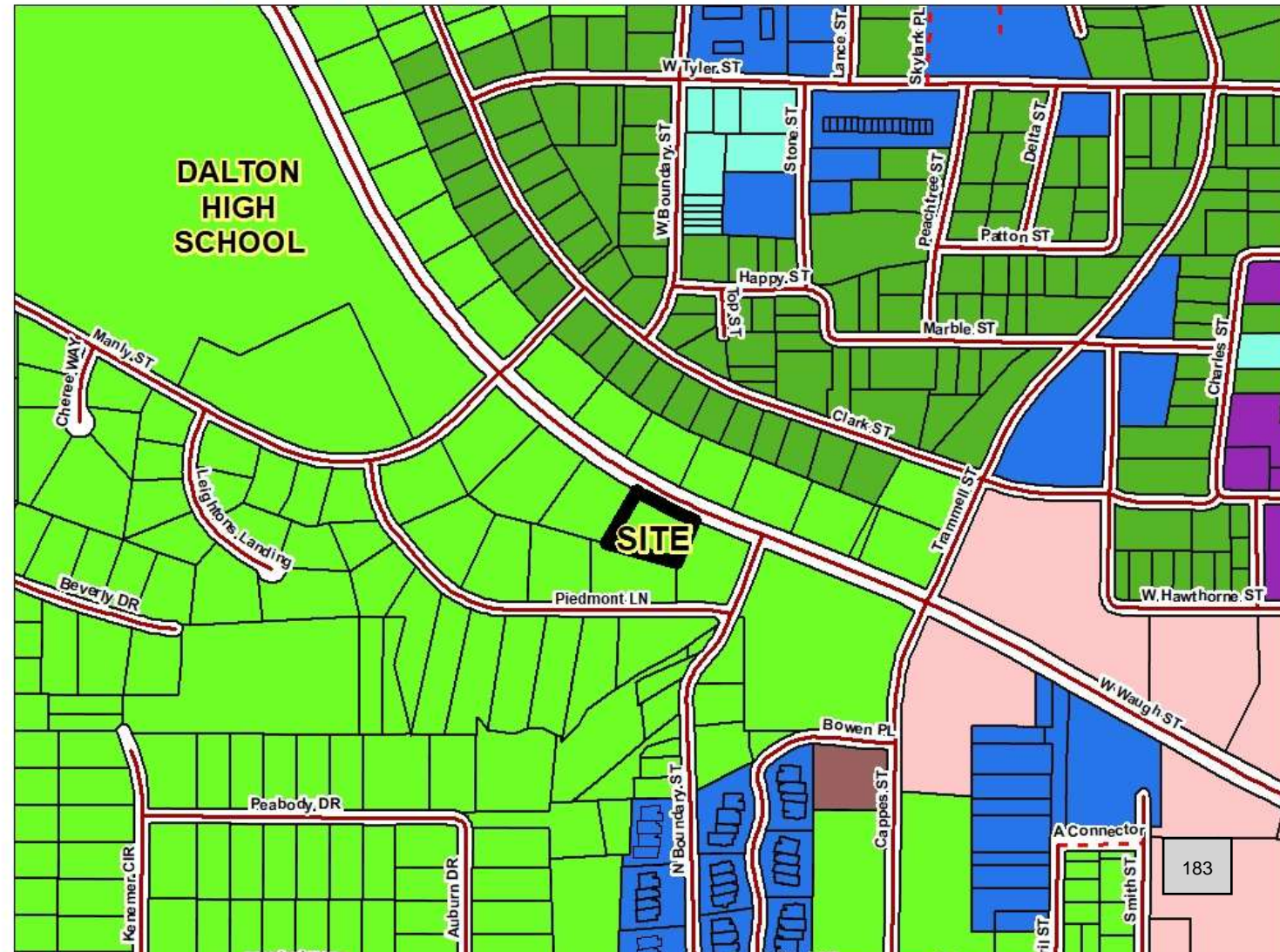
CITY OF DALTON JURISDICTION



Unified Zoning

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

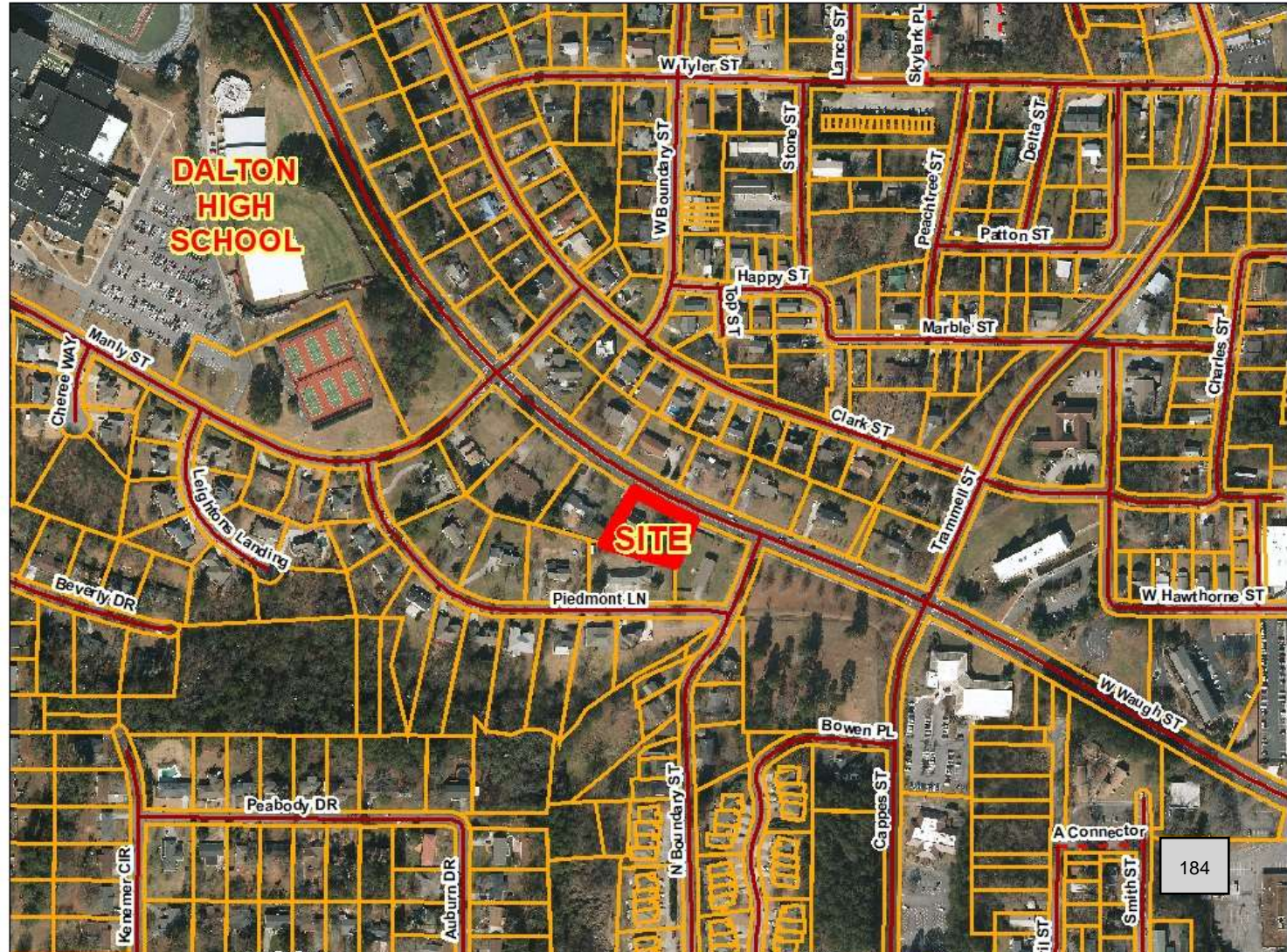
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Mosteller Rezoning Request R-2, Low Density Single Family Residential to R-3, Medium Density Residential CITY OF DALTON JURISDICTION



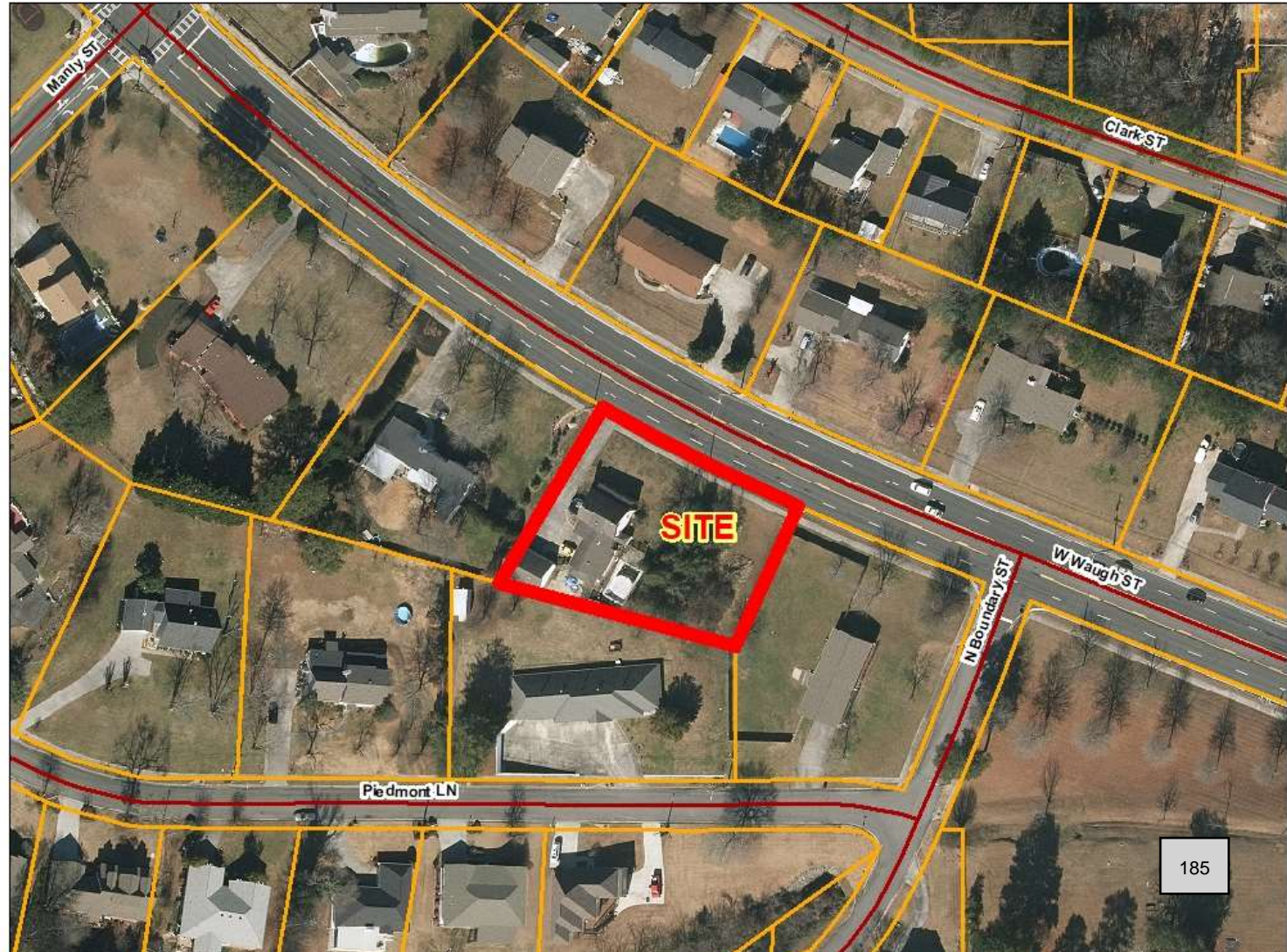
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**Mosteller Rezoning Request
R-2, Low Density Single Family Residential
to
R-3, Medium Density Residential
CITY OF DALTON JURISDICTION**



**FEET
150**



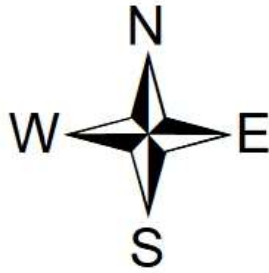
Mosteller Rezoning Request

R-2, Low Density Single Family Residential

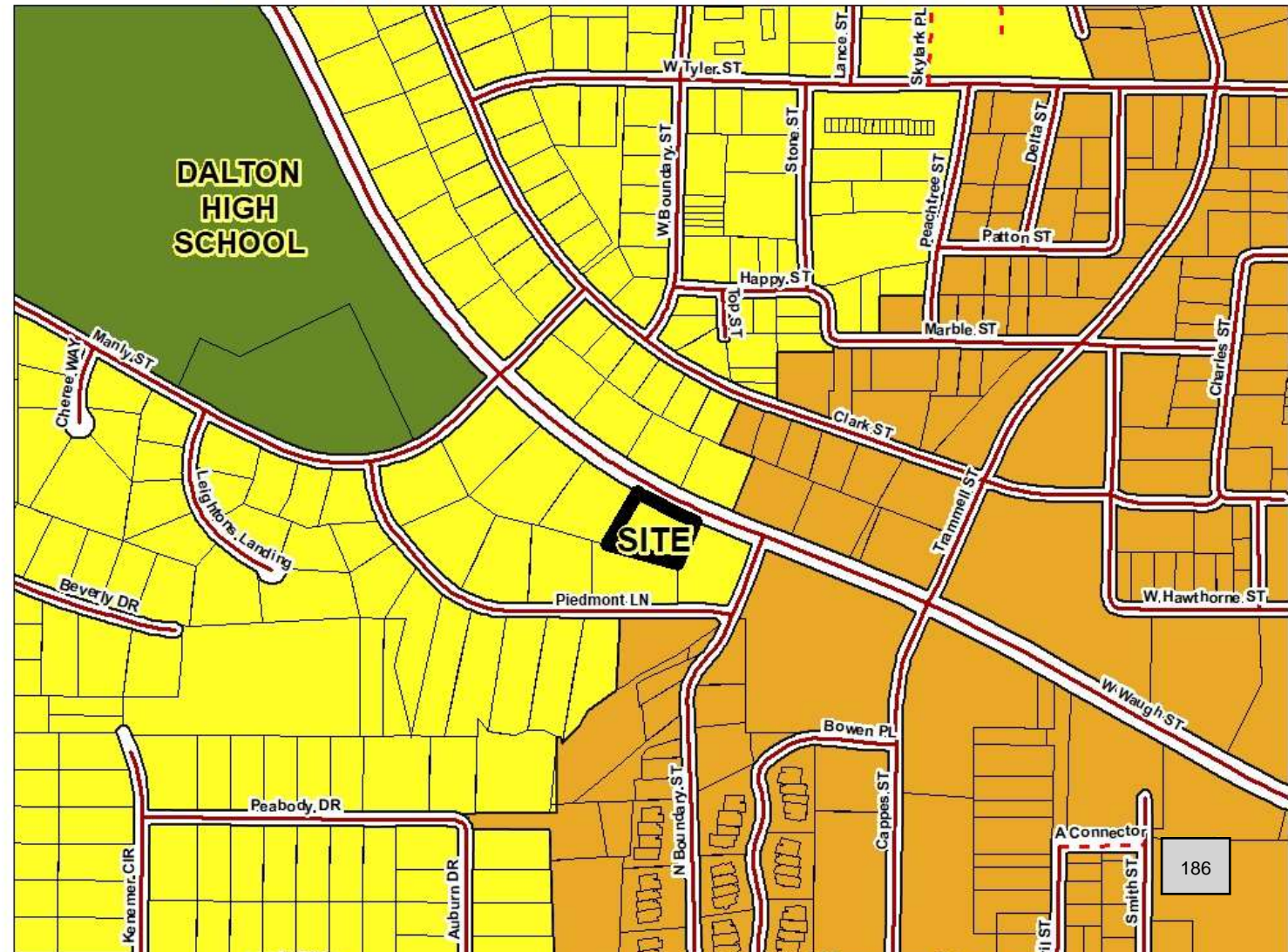
to

R-3, Medium Density Residential

CITY OF DALTON JURISDICTION



FEET
400





12-199-27-095

FOR OFFICE USE ONLY:
DATE RECEIVED: 9/17/2021

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

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: ✓
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: David Mosteller Telephone: 706-463-1462
Mailing Address: 803 West Waugh St. Dalton, Ga. 30120
Email: david4melanie@gmail.com
Address of Property to be Rezoned: 803 West Waugh St.
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: 0.60 acres; 26,067 square feet

Existing Zone Classification: R 2

Proposed Zone Classification: R 3

Present Use of Property: residential

Proposed Use of Property: residential - subdivide for 2nd Dwelling
FOR DAUGHTER

If multi-family, total number of units: _____

Average size of unit (optional): _____ 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: [Signature]

Date: 9/17/2021

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)

owners 100%

JOHN DAVID MOSTELLER III

MELANIE MOSTELLER

I appoint NA

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)

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

Date of Rezoning Application: 9-17-21

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)

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 17 day of September, 2021.



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.

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning Application: 9-17-21

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 17th day of September, 2021.



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.]

Deed Doc: WD
Recorded 08/01/2019 04:36PM
Georgia Transfer Tax Paid : \$245.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06720 Pg 0651-0652

Pr1002078

AFTER RECORDING, RETURN TO:
RICHARD W. ANDREWS
SPONCLER & THARPE, LLC
P. O. BOX 398
DALTON, GA 30722-0398
File No. 2019070674

STATE OF GEORGIA,
WHITFIELD COUNTY.

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, made the 31st day of July, 2019, between **EDWARD W. HUSKEY** (hereinafter, whether singly or more than one, the "Grantor"), and **JOHN DAVID MOSTELLER, III** and **MELANIE MOSTELLER** (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 Lots Nos. 198 and 199 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 2, Block 6, of Cascade Heights Subdivision, as shown by plat of record in Plat Book 11, pages 86-90 (Plat Cabinet A, Slide 336), and described as follows: BEGINNING at a point on the southerly side of Waugh Street 139.41 feet westwardly along the southerly side of Waugh Street from the westernmost terminus of the radius formed by the rounding of the intersection of the southerly side of Waugh Street with the westerly side of High Street; thence south 24 degrees 32 minutes 55 seconds west 116 feet; thence north 74 degrees 22 minutes 10 seconds west 196.43 feet; thence north 29 degrees 49 minutes 58 seconds east 155.41 feet to the southerly side of

Waugh Street; thence in an easterly direction along the curvature of the southerly side of Waugh Street 180 feet to the point of beginning.

Subject to the Restrictions imposed upon Cascade Heights Subdivision by instrument of record in Deed Book 443, Page 249, Whitfield County Deed Records as amended by instrument of Record in Deed Book 626, Page 248, aforesaid records, as further amended by instrument of record in Deed Book 3015, pages 250-252, aforesaid records, and by instrument of record in Deed Book 3048, page 47, aforesaid records.

Subject also to the general and special covenants as contained in Deed from the City of Dalton to Martin Broome, dated June 8, 1983, and recorded in Deed Book 755, Page 115, aforesaid records.

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, against all acts and deeds of the Grantor, and of every person lawfully claiming thereunder.

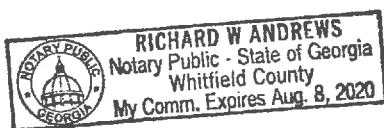
SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

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

 (SEAL)
Edward W. Huskey

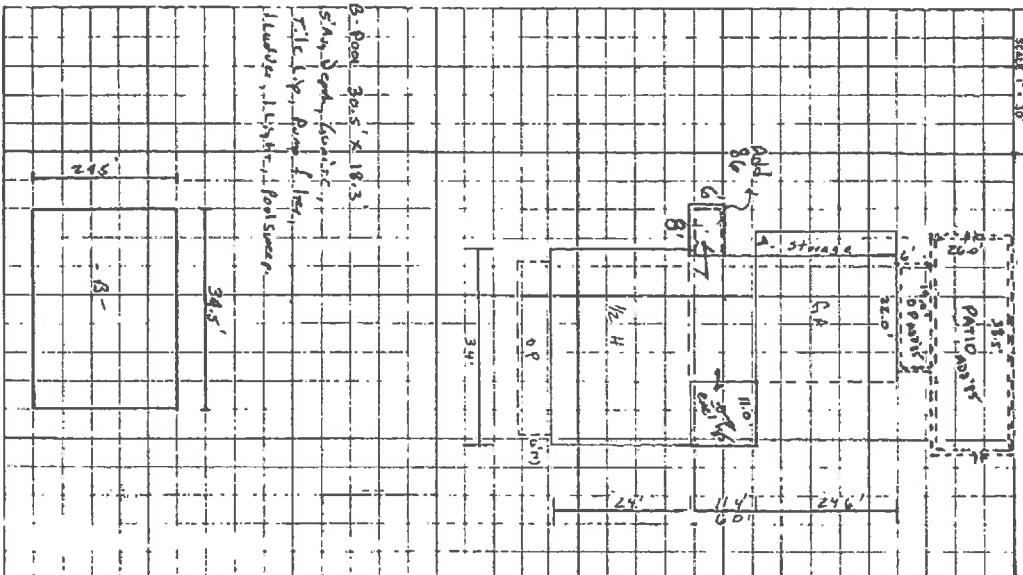
Signed, sealed and delivered
in the presence of:


Witness

Notary Public



RESIDENTIAL
PROPERTY RECORD CARD
WHITFIELD COUNTY, GEORGIA

PROPERTY OWNER
**BROOME, MARTIN
HUSKEY, EDWARD**



803 W. WAUGH STREET
PROPERTY ADDRESS

PLOTTED ☒ DRAWN BY **DHP** DATE **2-15-84**
RANDOM ☒ CLASSIFIED BY **DHP** DATE **2-15-84**

CONSTRUCTION									
Bldg.	1	2	3	4	Bldg.	1	2	3	4
1. Dwellings					EXTERIOR WALLS				
2. Garage					FLOORS				
3. Substructure					PLUMBING				
4. Slab					HEATING				
5. Piers					ELECTRICITY				
6. Conf. Wall					EQUIPMENT				
7. Conc. Fl.					TRENDS				
8. Scaffolding					UP				
9. Liv. Q.					DOWN				
10. Stone					STATIC				
11. Wood					TRENDS				
12. Flat					UP				
13. Shed					DOWN				
14. Gable					STATIC				
15. Hip					TRENDS				
16. Gamb'l					UP				
17. Roll					DOWN				
18. Shing					STATIC				
19. Comp					TRENDS				
20. Metal					UP				
21. Wood					DOWN				
22. Arb					STATIC				
23. Rim					TRENDS				
24. Rim					UP				
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26. Rim					STATIC				
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99. Rim					TRENDS				
100. Rim					UP				

YEAR	VALUE 19 83	VALUE 19 85	VALUE 19 86	VALUE 19	VALUE 19	VALUE 19
LAND	4	413	4	413	4	413
IMPRS	27	190	37	173	38	666
TOTAL	31	603	41	586	43	079

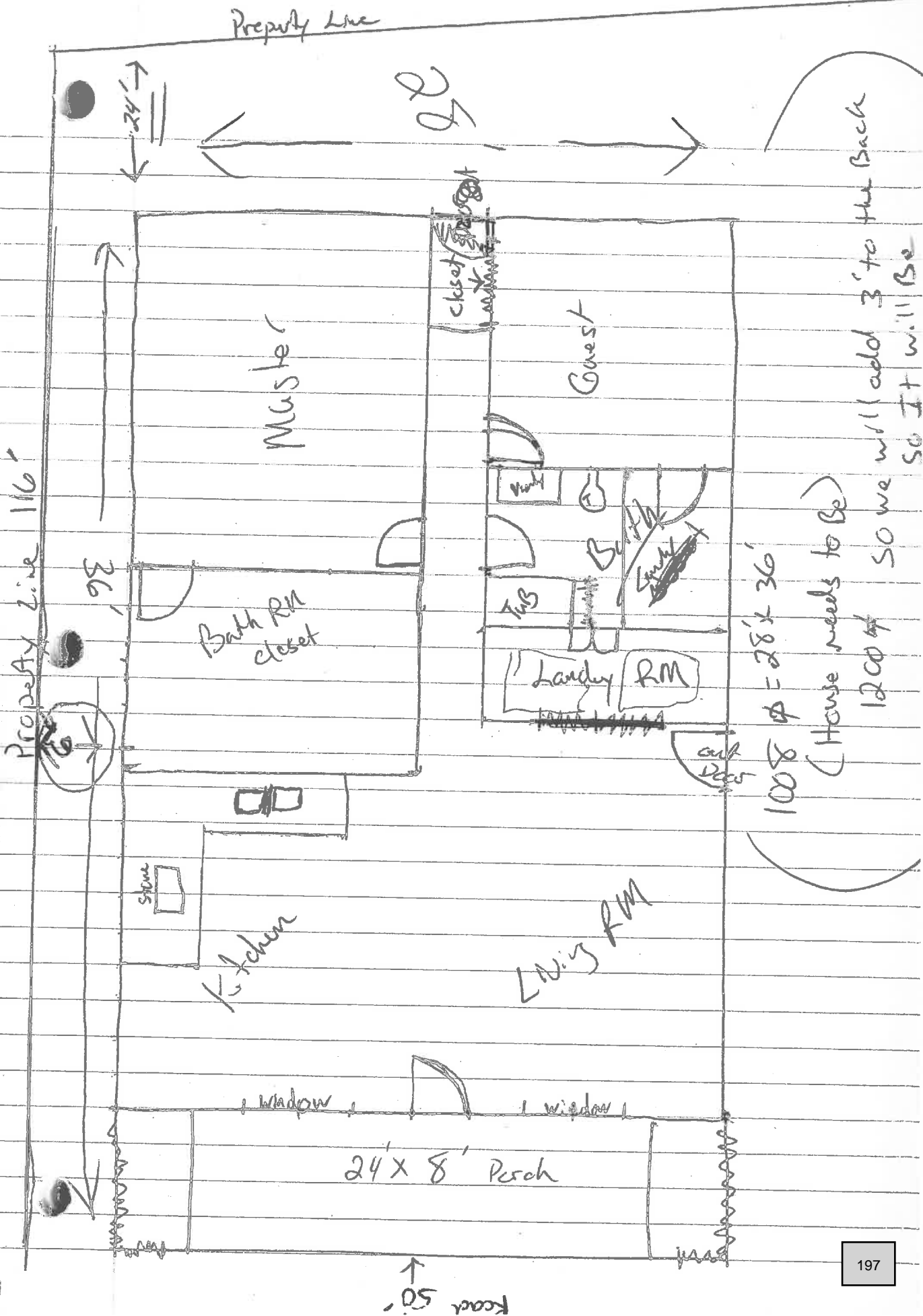
NO.	CLASS	AREA	RATE	FLATS	REPL. COST	AGE	COND.	ADJ.	VALUE
A	R6	1 268	13 95	2 526	27 190	100	100		27 190
B	R6	1 091	13 01	2 526	28 865	100	100		28 865
C	Garage	845	5 31		4 485	100	100		4 485
D	Pool	558	4 37	1 982	4 425	100	100		4 425
E	R6	1 939	13 61	3 366	29 756	100	100		29 756

ACRES	QUANTITY - TYPE	DIMENSIONS SQUARE FEET	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
.60		26,067	.20				4 413

PHOTO NO.	PARCEL NO.	LOT 2	NOTES
82	199	12 27 095	755-115/120 (NTT) 6-8-83 814-159(66.00ct) 8-14-84

SUBDIVISION	LOT OR DESCRIPTION	BLOCK
CASCADE HEIGHTS	6	

TREND	UP	DOWN	STATIC
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/6/2021

Agenda Item: **The request of Maria Amaya to rezone from Medium Density Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.31 acres located at 904 Riverbend Road, Dalton, Georgia. Parcel (12-255-02-026)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-25

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract of Land Totaling 0.31 Acre Located At 904 Riverbend Road (Parcel No. 12-255-02-026); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Maria V. Amaya (Owner) has filed an application with the City to rezone property located at 904 Riverbend Road (Parcel Nos. 12-255-02-026);

WHEREAS, the Property is currently zoned Medium-Density Single Family Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to Neighborhood Commercial (C-1);

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-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 15, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-1;

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

-1-

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

-2-

The Property located at 904 Riverbend Road identified as Parcel No. 12-255-02-026 is hereby rezoned from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1).

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 16, 2021

SUBJECT: The request of Maria Amaya to rezone from Medium Density Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.31 acres located at 904 Riverbend Road, Dalton, Georgia. Parcel (12-255-02-026)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 15, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Maria Amaya.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the proposed C-1 rezoning. Chris Shiflett confirmed with Calhoun that a buffer would be required along the northern portion of the subject property. There were no further questions for Calhoun.

Maria Amaya was present, and Ronald Bramlett translated for her. Bramlett noted the previous attempt to rezone the northern adjacent tract and stated that the proposed rezoning would allow the northern adjacent property to remain residential and that it would not be associated with the proposed restaurant.

With no other comments heard for or against, this hearing closed at approximately 7:30pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed C-1 rezoning. **Jody McClurg then made a motion to recommend the C-1 rezoning based on her agreement with the content of the staff analysis. Octavio Perez seconded the motion and a unanimous recommendation to approve the C-1 rezoning followed, 5-0.**

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

ZONING CASE: Maria Amaya is seeking a rezoning a tract of land at 904 Riverbend Rd. The property totals 0.31-acres and her request is to rezone from Medium-Density Single-Family (R-3) to Neighborhood Commercial (C-1). The tract is presently developed with a blighted single-family detached dwelling. The request was prompted by the desire to redevelop the subject property for use as a small restaurant. The same applicant was previously denied a rezoning on the northern adjacent tract due to insufficient parking area.

The surrounding land uses and zoning are as follows: 1) To the north, are two tracts zoned R-3 that are each approximately 0.1-acres in size. One of the northern tracts contains a single-family detached dwelling while the other northern tract contains a food truck and single-family detached dwelling owned by the petitioner; 2) to the east is a tract of land across Riverbend Rd. zoned M-2 that contains a non-conforming single-family detached dwelling; 3) To the south is a 1-acre tract of land zoned M-2 that contains a non-conforming single-family detached dwelling; and 4) to the west is a 1.66-acre tract of land zoned M-2 that contains an industrial building.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton near Walnut Ave.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad October 8, 2021 (16 days-notice)			
	2. Property posted October 8, 2021 (Yes -- one sign on the lot frontage; 16 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	—	<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.

With three significantly different zone districts in the immediate vicinity, there is a vast amount of difference in existing land use ranging from highway commercial to single-family residential and industrial. When observing the area surrounding the subject property, one will note the diversity of current land use and zoning. The surrounding uses include commercial, single-family residential as well as some manufacturing uses. This diversity in land use is due in part to the abundant availability of sewer access within the city as well as the City's previous pyramid style zoning ordinance. The subject property is also located near one of Whitfield County's primary arterial corridors, Highway 76 Walnut Avenue. Arterial corridors like Walnut Avenue are good candidates for commercial and industrial development due to high traffic counts and ease of access for deliveries and shipments. Walnut Avenue is flanked by commercial or industrial zoned property along nearly the entirety of the corridor. When considering that the subject property is adjacent to a tract zoned C-2 and M-2, the C-1 zone district and proposed use of the subject property are not foreign to this area of Dalton. It is worth stating, however, that this rezoning would further the encroachment of commercial development on the adjacent single-family residential neighborhood that includes the subject property.

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

The C-1 zone district is a somewhat limited commercial district that allows a variety of uses aimed at serving the needs of and providing convenience to nearby neighborhoods. The subject property has supported a non-conforming food service business for some time now with no noticeable negative impact to the existing neighborhood. Staff discovered that, according to tax assessor's data, the fair market property values of the adjacent residential properties actually remained the same or appreciated in value over the past four years even considering the subject property's non-conforming restaurant business. The limited size of the subject property will not allow for intense commercial use of the subject property. Based on the proposed site plan, the subject property would struggle to create the required 20' buffer along the northern boundary. Staff believe the west side-yard buffer could be met with slight alteration to the proposed site plan, and no buffer is required along the southern boundary due the adjacent M-2 zone. Based on the existing development and condition of adjacent and surrounding properties, staff do not anticipate negative impacts to property values in this area.

(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 deteriorating now for some time and is currently in very poor condition. It is fair to say, however, that the subject property could be redeveloped as a conforming R-3 property. The subject property could be developed as a conforming C-1 property with a few alterations to the proposed site plan.

(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 (R-3) zoning.

N/A

(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 to utilities or public infrastructure is expected based on the limited size of the subject property. It is worth noting here, however, that parking is an important factor to consider in this request. The proposed site plan provides for sufficient parking based on the proposed use of the property, but with alterations to accommodate the required buffer along the northern boundary may come at the cost of a few parking spaces. Without sufficient parking accommodations on the subject property patrons may be tempted to park on Riverbend Rd. creating traffic safety issues.

(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 Future Development Map designates this area as a Town Neighborhood Revitalization Area. The Town Neighborhood Revitalization includes established neighborhoods north and east of downtown Dalton, including the following neighborhoods: Crown Mill, Fort Hill, East Dalton and Thread Mill. These neighborhoods are historic but have experienced disinvestment and decline due in part to the demolition of residences to accommodate commercial uses, parking areas, apartment buildings and industrial uses. Prevalent zoning of properties for industrial uses further contributes to the neighborhoods' instability and diminishing potential for revitalization. Recent planning efforts, including the City of Dalton Urban Redevelopment Plan (2012), Neighborhood Infill Guidelines (2003), Dalton Historic Housing Infill Study (2006), and the Believe Greater Dalton Housing Strategy address these areas and the issues of neighborhood revitalization, opportunities for new growth with infill, and inconsistencies between existing City regulations and desired development for the neighborhoods. The subject property is on the border of the Town Neighborhood Revitalization Area and Commercial area. Given the immediate adjacency to the intact neighborhood along with the existing surrounding land use this planner does view the requested use or rezoning as a commercial encroachment into the residential area. Neighborhood commercial uses are cited as potential development patterns in this character area, but this development pattern is aimed at supporting commercial services and retail in underserved areas. Since there is already an abundance of commercial development in proximity to the subject property there is no argument to suggest there is a need for more commercial in this area. The proposed rezoning and development would, however, allow for reinvestment into a vacant and blighted property to create a new viable use of the 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 (C-1) 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 rezoning would introduce an island of C-1 in this area. The subject property is adjacent to the M-2 zone district as well as the C-2 zone district. There is no concern for "spot zoning" or the effect of an entering wedge in this case.

(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 analysis can provide the following pros and cons of the proposed C-1 rezoning:

- 1) The proposed rezoning would allow the subject property to be improved from its current blighted and vacant state;
- 2) The proposed rezoning and development would not be in conflict with the Comprehensive Plan and future development map based on the existing character of this area and potential for the subject property to be redeveloped for a viable land use;
- 3) There is a concern that the required 20' buffer along the northern portion of the subject property will come at the cost of parking spaces;
- 4) If there is not sufficient space for the required parking spaces, then staff would be concerned with the potential of patrons parking on Riverbend Rd;
- 5) While staff do not identify issues with the proposed C-1 zone district at this location, if parking and site issues are not viable per the proposed use this property may return for rezoning back to R-3 at a later date.

Amaya Rezoning Request
R-3, Medium Density Residential
to
C-1, Neighborhood Commercial
CITY OF DALTON JURISDICTION



Unified Zoning

- Medium Density Single Family Residential (R-3)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- Mixed Use (MU)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
250





**Amaya Rezoning Request
R-3, Medium Density Residential
to
C-1, Neighborhood Commercial
CITY OF DALTON JURISDICTION**

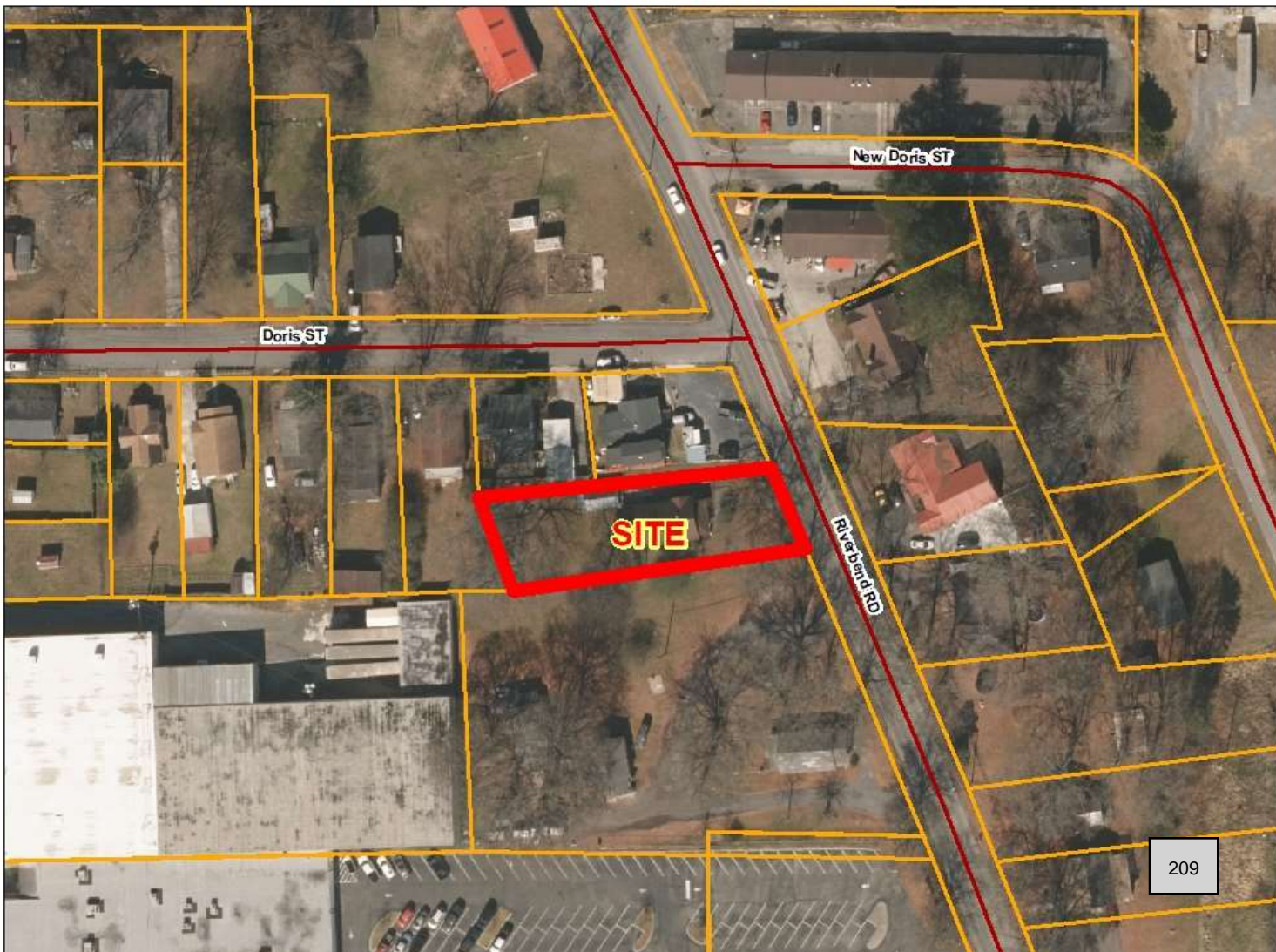
**FEET
250**



Amaya Rezoning Request
R-3, Medium Density Residential
to
C-1, Neighborhood Commercial
CITY OF DALTON JURISDICTION



FEET
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Amaya Rezoning Request
R-3, Medium Density Residential
to
C-1, Neighborhood Commercial
CITY OF DALTON JURISDICTION

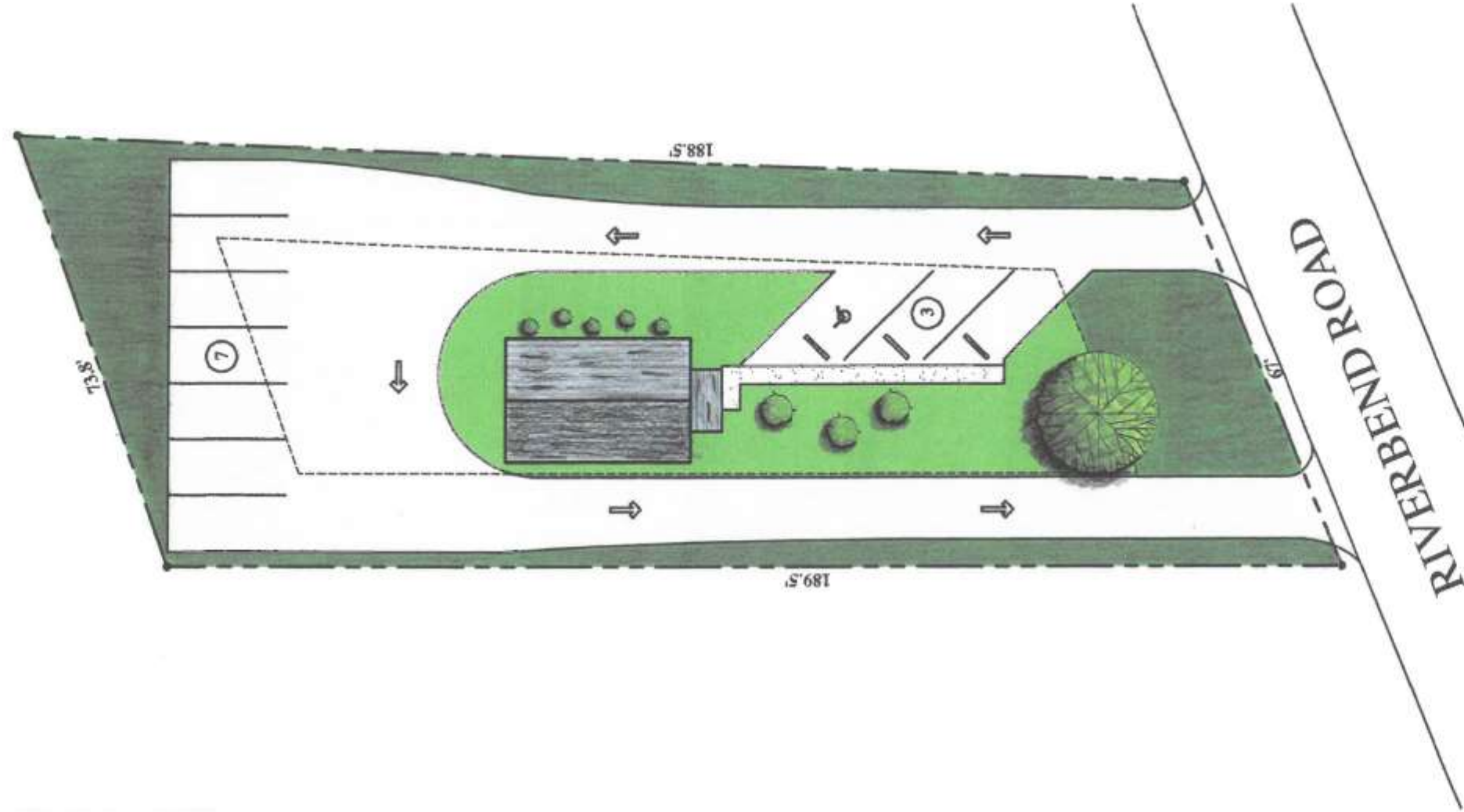


FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

FEET
250





ROMO PROPERTY
904 RIVERBEND ROAD
DALTON, GEORGIA 30721

12.255-02-026

FOR OFFICE USE ONLY:
DATE RECEIVED: 8/31/2021

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

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: *
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: MARIA V AMAYA Telephone: 706-516-6556
Mailing Address: 521 N Selvidge St DALTON GA 30720
Email: MARIA AMAYA 04 @ icloud. com

Address of Property to be Rezoned: 904 RNEBEND RD DALTON 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: 0.31 acres; _____ square feet

Existing Zone Classification: R3

Proposed Zone Classification: C-1

Present Use of Property: ABANDONED HOUSE

Proposed Use of Property: RESTAURANT

If multi-family, total number of units: _____

Average size of unit (optional): _____ 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: [Signature]

Date: 8/31/2021

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)

100 %/0 MARIA AMAYA

I appoint _____
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: 8/31/2021

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 30 day of August, 2021.



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: 8/31/2021

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)

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 30 day of August, 2021.



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.

RESIDENTIAL
PROPERTY RECORD CARD
WHITFIELD COUNTY, GEORGIA

PROPERTY OWNER
Parson, Otis E.
JOHNS, Peggi A. & Parson, Sandy G.

SCALE 1" = 30'

12' x 20'

34.3

9 8.2 9 8.1

12 20 13.2

15 54 50

44.4

36.2

8.2

44.5

23.0

10.8

34.3

8.1

1-11-59

904 River Bend Rd.

PROPERTY ADDRESS	
PLOTTED RANDOM	X/ DRAWN BY RR CLASSIFIED BY RR
DATE	1-28-59 2-11-59

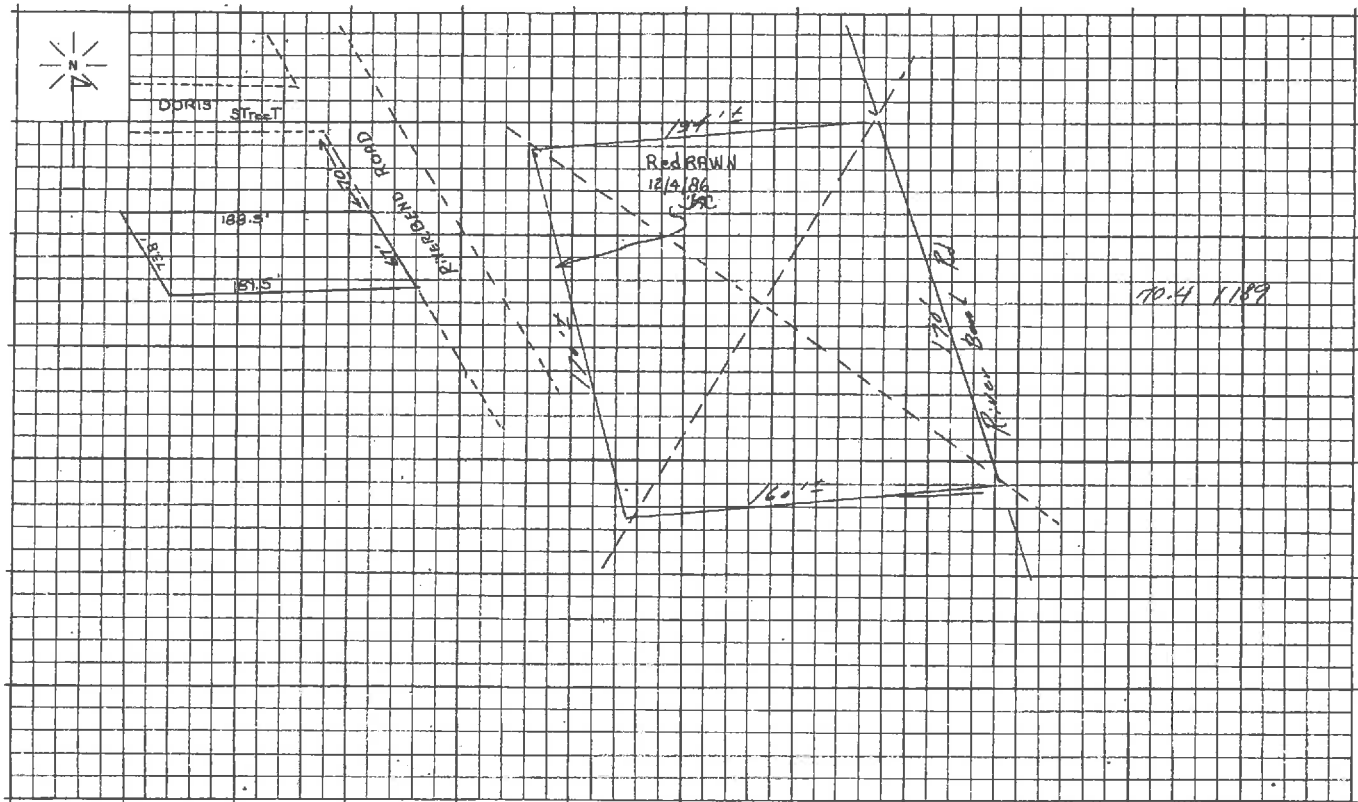
[illegible]

LOTS OR DESCRIPTION (Continued) Begin at a point on the west side of River Bend Rd. 70 ft. South of Doris; thence in a westerly direction 188.5 ft. along the lands of T. R. Patterson to an iron stob; thence in a southerly direction 73.8 ft. along the land of Ralph Norman; thence in a Easterly direction 189.5 ft. along the lands of Casper to a hedgerow & the west side of River Bend Rd. thence North along the west side of River Bend Rd. 67 ft. to point of beginning.

PLOT PLAN GRAPH

RANDOM ☐ PLOTTED ☒

1" = 60'



eFiled & eRecorded
DATE: 5/20/2021
TIME: 2:28 PM
DEED BOOK: 06851
PAGE: 00063 - 00064
RECORDING FEES: \$25.00
TRANSFER TAX: \$40.00
PARTICIPANT ID: 0050029197,7067927936
CLERK: Babs Bailey
Whitfield County, GA
PT61: 001510

This space above this line is for recording purposes.

After recording, please return to:

J. Tracy Ward
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2021040411

STATE OF GEORGIA,

WHITFIELD COUNTY.

WARRANTY DEED

THIS INDENTURE, made the 19th day of May, 2021, between **MARIA ROMO** (hereinafter, whether singly or more than one, the "Grantor"), and **MARIA V. AMAYA** (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 255 in the 12th District and 3rd Section of Whitfield County, Georgia, located on the Riverbend Road and being more particularly described as follows:

BEGINNING at a point on the west right-of-way line of Riverbend Road, 70 feet south of Doris Street, thence in a westerly direction 188.5 feet along the lands of T. R. Patterson to an iron pin; thence in a southerly direction, 73.8 feet along the land of Ralph Norman to an iron pin; thence in an easterly direction, 189.5 feet along the

land of Casper to a hedgerow and the west side of Riverbend Road; thence north along the west side of the Riverbend Road, 67 feet to the point of beginning.

For prior title, see Deed Book 98, page 427, Whitfield County, Georgia Land Records.

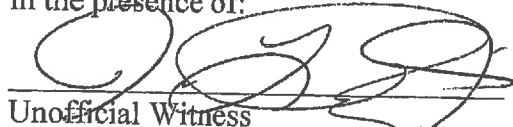
TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor, against all acts and deeds of the Grantor, and of every person lawfully claiming thereunder.

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

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

Signed, sealed and delivered
in the presence of:

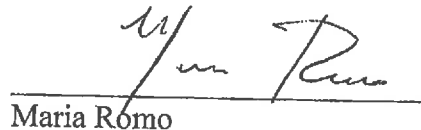

Unofficial Witness

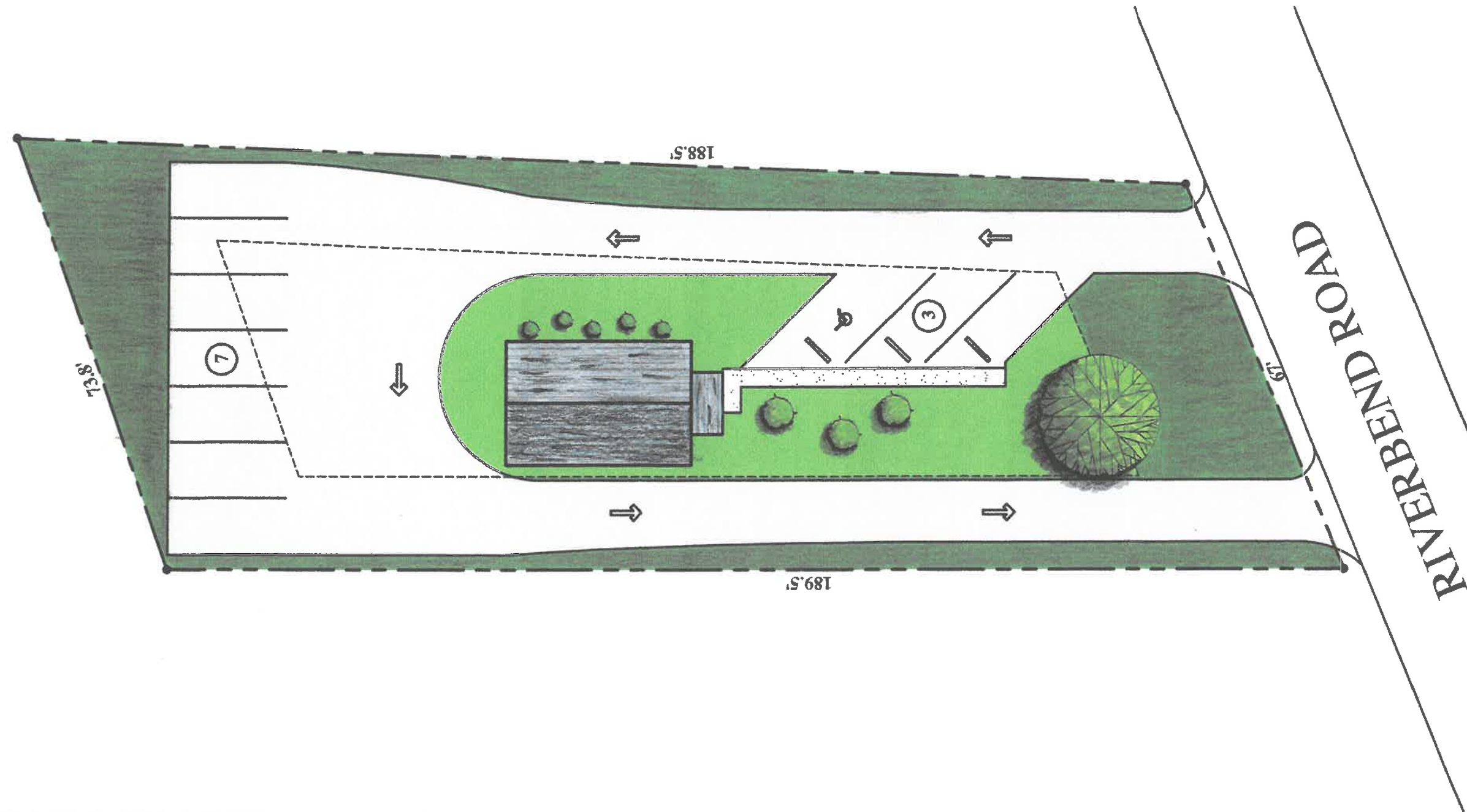

Notary Public

My Commission Expires:

[Notary Seal]



 (SEAL)
Maria Romo



ROMO PROPERTY
904 RIVERBEND ROAD
DALTON, GEORGIA 30721