



**MAYOR AND COUNCIL MEETING  
MONDAY, DECEMBER 16, 2019  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER**

1. Review of Agenda

**REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please State Name and Address for the Record)*

**Minutes:**

- [1.](#) Mayor and Council Regular and Work Session Minutes of December 2, 2019

**Unfinished Business:**

- [2.](#) Second Reading Ordinance 19-17 Personal Transportation Vehicles

**New Business:**

- [3.](#) Intergovernmental Transfer Agreement – City of Chatsworth – Surplus Street Sweeper
- [4.](#) Resolution 19-19 Indigent Burial and Cremation Policy
- [5.](#) Amendment to Dalton Land, LLC Agreement
- [6.](#) Ordinance 19-18  
The request of Heidi McInnish seeking annexation of 1903 Mountain Brook Drive into the City of Dalton Low Density Single Family Residential (R-2) zone district.
- [7.](#) Ordinance 19-19  
The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .36 acres located at 927 S. Hamilton Street, Dalton.
- [8.](#) Ordinance 19-20  
Dalton's Greater Works is seeking a special use permit to operate a Men's Homeless Shelter inside an existing structure within the C-4 Transitional Commercial zone district.

[9.](#) Extension of Dalton Public Schools Lease for City Hall

[10.](#) Adoption of City of Dalton 2020 Budget

**Supplemental Business:**

**Special Recognitions:**

11. Mayor Dennis Mock for Service to the City of Dalton 2014-2019 and Council Member Denise Wood for Service to the City of Dalton 2008-2019.

**Announcements:**

12. Please join us for a Reception Honoring the Service of Mayor Dennis Mock and Councilmember Denise Wood immediately following Council Meeting in the Atrium.

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
NOVEMBER 18, 2019

The Mayor and Council held a Work Session this evening beginning at 5:36 p.m. in the Council Chambers of City Hall after an Executive Session was held from 5:15 pm to 5:35 pm. Present were Mayor Dennis Mock, Council members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the items on the agenda.

SECOND READING ORDINANCE 19-17 PERSONAL TRANSPORTATION VEHICLES

The Mayor and Council discussed Ordinance 19-17. After discussion, Public Works Director Andrew Parker stated this ordinance needs some additional work.

SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS FOR DALTON PARKS AND RECREATION

Recreation Director Mike Miller explained the agreement is a continuation of the current agreement with Academy which will provide \$5000.00 each year for sponsorship advertising, and promotions from a sporting goods and or outdoor retailer.

CONTRACT WITH KRH ARCHITECTS FOR DESIGN OF JOHN DAVIS RECREATION CENTER AND FEASIBILITY STUDY FOR AQUATIC CENTER

City Administrator Jason Parker presented a presentation to the Mayor and Council regarding the rendering, timeline, summary of assessment and the recommended construction of new facility.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:56 p.m.

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Bernadette Chattam  
City Clerk

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Dennis Mock, Mayor

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER 2, 2019

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

Mayor Dennis Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Harlan, second Council member Goodlett, the agenda was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor and Council Work Session and Regular Meeting Minutes of November 18, 2019. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 19-17 PERSONAL TRANSPORTATION VEHICLES  
ORDINANCE 19-17

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council tabled Ordinance 19-17 to Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Amendment Of Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

PUBLIC SAFETY COMMISSION RECOMMENDATIONS

The Mayor and Council reviewed the following recommendations from the Public Safety Commission:

- (1) 2019 New Alcohol Application

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the new application. The vote was unanimous in favor.



ALCOHOL BEVERAGE RENEWALS

Cont'd

The Mayor and Council reviewed the following recommendations from the Public Safety Commission:

- (112) 2020 Alcohol License Renewals - No Changes
- (5) 2020 Alcohol License Renewals - With Changes
- (4) 2020 Pawnbroker License Renewals

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the new application. A complete copy of these renewals are a part of these minutes. The vote was unanimous in favor.

SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS FOR DALTON PARKS AND RECREATION

The Mayor and Council reviewed the continuation contract for the Sponsorship Agreement with Academy Sports for Dalton Parks and Recreation. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the contract. The vote was unanimous in favor. A copy of the detailed contract is a part of these minutes.

CONTRACT WITH KRH ARCHITECTS FOR DESIGN OF JOHN DAVIS RECREATION CENTER AND FEASIBILITY STUDY FOR AQUATIC CENTER

The Mayor and Council reviewed the Contract with KRH Architects for Design of John Davis Recreation Center and Feasibility Study for Aquatic Center included: \$4000.00 for the completed assessment of the facility \$20,000 for the aquatic center feasibility study, architect fees for new John Davis Recreation Center (6% of project cost, with current project cost estimate of \$9 million. On the motion of Council member Crews, second Council member Wood, the contract was approved. The vote was unanimous in favor.

2020 SPLOST COMMITTEE RECOMMENDATIONS

Chairman of the 2020 SPLOST Committee Chris Shiflett and several members of the committee presented the City's 2020 SPLOST list that has been reviewed and approved by the committee. The list of projects is below:

City of Dalton, projected to receive 32.29% of SPLOST revenue, to fund the following:

- \$425,000 for renovations and a bus for the Dalton-Whitfield Senior Center;
- \$11,175,000 to the Dalton Parks and Recreation Department for the construction of the John Davis Recreation Center and development of ball fields at Heritage Point Park;
- \$2,612,000 to Dalton Fire Department for the purchase of a ladder truck and two pumper trucks;
- \$735,000 to Dalton Police Department for the replacement of patrol cars and \$1,621,000 for the construction of a property and evidence building;
- \$2,000,000 to the Dalton Public Works Department for bridges and resurfacing of public roads, and \$531,000 for the purchase of equipment;

2020 SPLOST COMMITTEE RECOMMENDATIONS

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The Mayor and Council thanked committee members for their effort and hard work. The committee was selected to make recommendations on the projects and terms for the next SPLOST in Whitfield County May 2020.

ANNOUNCEMENT

The Mayor and Council will hold a Budget Hearing for the Proposed FY-2020 General Operating Budget at 6PM on Monday, December 9, 2019.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:12 p.m.

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Bernadette Chattam  
City Clerk

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Dennis Mock, Mayor

Recorded

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-16-19

**Agenda Item:** Second Reading Ordinance 19-17 Personal Transportation Vehicles

**Department:** Administration; Public Works, Police Department

**Requested By:** Jason Parker

**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:**

Updating the ordinance to add additional streets; provision for shuttle service in the downtown central business district; updating the process for application of additional authorized streets.

## **ORDINANCE 19-17**

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: “Traffic and Vehicles”; By Amending Article VI Captioned: “Fire Lanes” To Reserve Sections 114-408 Through 114-414; By The Amendment Of Article VII Captioned: “Personal Transportation Vehicles”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

### **Section 1.**

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by amending Article VI captioned: “Fire Lanes” by reserving Sections 114-408 through 114-414 for future use.

### **Section 2.**

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by adding a new Article VII captioned: “Personal Transportation Vehicles”, which shall read as follows:

## **ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES**

### **Sec. 114-415. –Findings and Intent**

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the City and under its jurisdiction can be authorized for use by operators of Personal Transportation Vehicles (“PTV”). This Article shall set forth the conditions for such use of a PTV.

This article is adopted to address the interest of public safety. Personal transportation vehicles (“PTV”) and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads, and the City of Dalton in no way advocates their operation on the public roads within its jurisdiction. Adoption of this article is not to be relied upon as a determination by the City that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the City is merely addressing obvious safety issues. All persons who

operate or ride in personal transportation vehicles and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the City.

#### **Sec. 114-416. – Definitions.**

*Authorized street* means a public roadway of the City by whatever name (e.g. road, alley, avenue, street, boulevard, etc.) that:

- (1) Has a posted speed limit of 25 miles per hour or less; and,
- (2) Is not designated as part of either the state or federal highway system; and,
- (3) Is primarily a residential street; or is a street within the Central Business District (C-3 District); and,
- (4) Has been designated an authorized street by ordinance or resolution of the City council.

*Driver's license* means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

*Proof of Insurance* means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

*Personal Transportation Vehicle* ("PTV") means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as "motorized carts". The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

*Shuttle Service* means the provision of PTV shuttle service to passengers free of charge to and from points within the C-3 District.

#### **Sec. 114-417. – PTV Required Equipment.**

All PTVs shall have the following required equipment in good operating order:

- (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- (2) A reverse warning device functional at all times when the directional control is in the reverse position;
- (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;
- (4) Head lamps;
- (5) Reflex reflectors;
- (6) Tail lamps;
- (7) A horn;
- (8) A rearview mirror;
- (9) Safety warning labels; and
- (10) Hip restraints and hand holds or a combination thereof.

**Sec. 114-418. – Operator of a PTV.**

Only persons sixteen (16) years of age or older and holding a valid driver's license may operate a PTV on the designated streets or portions thereof within the City.

**Sec. 114-419. – Insurance Required.**

- (1) The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.
- (2) The operator of a PTV shall maintain a minimum of \$25,000/\$50,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.
- (3) The operator of a PTV Shuttle Service shall maintain a minimum of \$100,000/\$300,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.

**Sec. 114-420. – Operation of a PTV.**

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads including the following:

- (1) It shall be unlawful to operate a PTV on any street within the City that is not an authorized street. This does not prohibit crossing an unauthorized street where the road being crossed has been properly designated as a "cart crossing" and proper signage and markings have been erected in accordance with the MUTCD.
- (2) All drivers of PTVs shall abide by all traffic regulations applicable to motor vehicle traffic when using authorized streets and parking areas of the City.
- (3) A PTV shall not be operated on the sidewalks at any time.
- (4) Multi-use paths approved for PTV use will be designated with appropriate signage; otherwise, PTV travel on multi-use paths is unauthorized.
- (5) The maximum occupancy of a PTV shall be one person per designated seat and at no time shall the maximum occupancy exceed eight persons

- (6) Every driver of a PTV shall be subject to all of the rules of the road and duties applicable to the driver of any other motor vehicle.
- (7) All drivers and passengers must remain seated at all times during operation of the PTV. No person shall sit on the driver's lap during operation of the PTV.
- (8) PTVs shall be in compliance with all required equipment and such equipment must be used in accordance with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.
- (9) PTVs shall not be operated at a speed greater than 25 miles per hour.
- (10) PTVs shall be operated during daylight hours unless such PTV is equipped with functional headlights and taillights.

**Sec. 114-421. – Operation of PTV Shuttle Service.**

The operator of a PTV Shuttle Service may only be provided by those entities which operate a licensed business, or own property, within the C-3 District or by such entity which has a written contractual business relationship with another entity which operates a business or owns property within the C-3 District. PTV Shuttle Service to passengers shall be free of charge.

The operation of a PTV Shuttle Service may be restricted as to certain days of the week and hours of the day which, as determined by the Chief of police and Director of public works of the City, are likely to provide the most safety to PTV occupants, and the safe and efficient interaction of PTVs and other motor vehicles operating within the C-3 District. The Hours and Days of operation of each approved PTV Shuttle Service shall be designated on the Registration form issued by the City.

**Sec. 114-422. – Registration and Affidavit of Owner; fee.**

The owner of a PTV that operates on any street within the City must register the PTV with the City once every five (5) years. The fee for said registration shall be \$15.00 as provided for by O.C.G.A. §40-6-331(b). As part of the registration process, each owner shall be required to submit to an inspection of the PTV at the Police Services Center and sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner shall abide by all laws, ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof. Documentation of such registration must be kept on the PTV or carried by the person operating the PTV.

**Sec. 114-423. – Gasoline powered PTVs.**

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
  - i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
  - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

- iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

**Sec. 114-424. – Violation of PTV Ordinance.**

- (a) Any person who violates the terms of this Article shall be cited to appear before the Municipal Court of the City of Dalton and, upon conviction, shall be punished as provided in Section 114-425 (c).
- (b) In addition to enforcing this Article and sanctions against the operator of a PTV, any violation of this Article shall be cited against the registered owner of the PTV as a separate offense.
- (c) Violations of this Article shall be punished as follows:
  - (1) For the first offense, a fine not to exceed \$50.00.
  - (2) For the second offense within two years of conviction for a first offense, a fine not to exceed \$100.00.
  - (3) For the third offense within two years of conviction for a second offense, a fine not to exceed \$500.00. In addition, the registered owner's PTV City registration shall be revoked. In that event, the registered owner shall not be eligible to register a PTV for use in the City for a period of two years from the date of conviction of a third offense.

**Sec. 114-425. – Designation of Authorized Streets.**

- (a) Residential streets authorized for the operation of PTVs include the following:
  - (1) Ryman Ridge Road.
  - (2) Martha's Bridge Road.
  - (3) Saint Ives Place.
  - (4) Wintergreen Court.
  - (5) Ella Lane.
  - (6) Maple Way.
  - (7) Kinnier Court.
  - (8) Huntington Road.
  - (9) Huntington Woods Way.
  - (10) Rena Lane.
  - (11) South Rena Lane.
  - (12) Broadview Terrace.
  - (13) Bedford Drive.
  - (14) Cameron.
  - (15) Canterbury.
  - (16) Chadwell.



- (17) Chatham.
- (18) Coventry.
- (19) Essex.
- (20) Hathaway.
- (21) Tolchester.
- (22) Wellington.
- (23) Wycliffe.

(b) PTV Shuttle Service is authorized within the C-3 Business District to include the following:

- (1) Hamilton Street.
- (2) Pentz Street.
- (3) Selvidge Street.
- (4) Depot Street.
- (5) South Depot Street.
- (6) King Street.
- (7) Crawford Street.
- (8) Gordon Street.
- (9) Cuyler Street.

(c) Waugh Street and Morris Street are NOT authorized for use of PTVs.

#### **Sec. 114-426. – Application to Add Authorized Streets.**

Applications to add authorized streets in residential areas shall be made in writing to the City Administrator of the City upon such forms as designated by the City. For residential streets located within an area represented by an active homeowners association (HOA), the application shall be submitted by the HOA president or other authorized individual on behalf of all residences. For residential streets located outside an active HOA area, the applicant shall be required to circulate a petition upon such forms designated by the City in support of authorizing PTVs on the applicable street(s) to the owners of property adjacent to the applicable street(s). To be eligible for review and approval by the City, said petition shall receive a minimum of seventy-five (75) percent approval by the owners of property adjacent to the applicable street(s).

#### **Section 2.**

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

#### **Section 3.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.**

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

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/16/2019

**Agenda Item:** Intergovernmental Transfer Agreement - City of Chatsworth - Surplus Street Sweeper

**Department:** Public Works

**Requested By:** Andrew Parker

**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 2018, the Public Works Department received a new street sweeper as part of capital outlay to replace a 2006 model Schwarze street sweeper. Since putting the new unit in service, the older model has served as a backup which has rarely been used and can be considered surplus property.

The City of Chatsworth, GA is requesting to purchase the surplus sweeper for **\$25,000** which falls within the range of fair market values for comparable used models sold or listed on auction sites. The City of Chatsworth plans to issue payment for this transfer in January of 2020.

The Public Works Committee reviewed the City of Chatsworth's request at its November 15, 2019 meeting and provided a positive recommendation to the City Council for final approval.

The City Attorney confirmed that it is permissible to transfer City assets to another government entity without following normal bidding/advertising procedures.

## INTERGOVERNMENTAL TRANSFER AGREEMENT

CITY OF DALTON AND CITY OF CHATSWORTH

Whereas, the City of Dalton has a street sweeper, 2006 Schwarze, Vin. No. 49HAADB36DW51026 which has met its useful life and is scheduled to be replaced by the City of Dalton Public Works and surplus, and

Whereas, the City of Chatsworth has need and use of said piece of equipment, and by this agreement is willing to pay the City of Dalton an amount of \$25,000, an amount determined by the City of Dalton Public Works to be a fair market value of said piece of equipment, and

Therefore, by this agreement the City of Chatsworth shall reimburse the City of Dalton an amount of \$25,000 and the City of Dalton shall provide title or bill of sale and schedule, at your convenience, a time for the transfer of said piece of equipment.

CITY OF DALTON

APPROVED: \_\_\_\_\_

MAYOR DENNIS MOCK

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

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

NOTARY

CITY OF CHATSWORTH

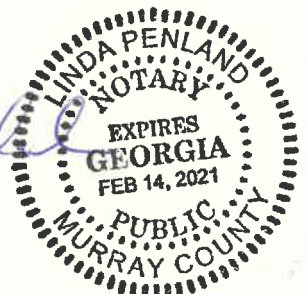
APPROVED: \_\_\_\_\_

MAYOR TYSON HAYNES

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

NOTARY

\_\_\_\_\_





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/16/2019

**Agenda Item:** Resolution Establishing Indigent Burial and Cremation Policy

**Department:** Public Works

**Requested By:** Andrew Parker

**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:**

State Law requires County governments to provide sufficient funds to provide a decent interment or cremation for any person that dies within said County and the decedent, his/her family, and his/her immediate kindred are indigent and unable to provide for the decedent's decent burial or cremation.

Whitfield County has previously adopted the Whitfield County Indigent Cremation/Burial policy which requires cremation of any person qualifying for indigent interment. Whitfield County, however, does not operate a public cemetery, so the City of Dalton has had a longstanding practice of accepting indigent burials.

The existing section of West Hill Cemetery reserved for indigent burial is running out of capacity. It's estimated that there is less than three (3) years of available space left in the section reserved for indigent burial.

The Public Works Committee has reviewed the practices of other Cities and most Cities already require cremation for indigent interment, and this policy formalizes that requirement for the City of Dalton.

**CITY OF DALTON**  
**RESOLUTION**  
**Resolution No. 19-19**

**RESOLUTION ESTABLISHING INDIGENT BURIAL AND CREMATION POLICY**

**WHEREAS**, Georgia Code O.C.G.A. §36-12-5 requires County governments to provide sufficient funds to provide a decent internment or cremation for any person that dies within said county and the decedent, his family, and his immediate kindred are indigent and unable to provide for the decedent's decent burial or cremation; and

**WHEREAS**, the Whitfield County Board of Commissioners have previously adopted the Whitfield County Indigent Cremation/Burial Policy; and

**WHEREAS**, Whitfield County does not own a Cemetery for the burial or internment of indigent decedents; and

**WHEREAS**, the City of Dalton does own and maintain a Cemetery for the burial or internment of decedents; and

**WHEREAS**, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to provide internment for indigent decedents when the decedent dies within Whitfield County; and

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

**THAT THE CITY** hereby establishes the City of Dalton Indigent Burial and Cremation Policy and provides as follows:

- 1.) A decedent shall be determined to be indigent when the decedent, his immediate family, and his kindred are indigent and unable to provide for his decent burial or internment.
- 2.) The decedent shall have died within Whitfield County.
- 3.) The decedent's immediate family, kindred, or Funeral Home located within Whitfield County shall complete the Certification of Pauper Status For Indigent Funeral Form and any other forms as required by the Whitfield County Indigent Cremation/Burial Policy.
- 4.) Whitfield County shall have determined that the decedent, his immediate family, and his kindred are indigent and unable to provide for his decent burial or internment.
- 5.) The decedent, his immediate family, and his kindred shall elect cremation of decedent's remains.
- 6.) Upon compliance with sections 1 through 5 herein, the City shall provide burial or internment of the cremated remains of the decedent at City expense.

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

**ADOPTED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

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

Attest:

CITY OF DALTON, GEORGIA

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

\_\_\_\_\_  
MAYOR

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RESOLUTION

No. 19-\_\_

Page 2 of 2



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-16-19

**Agenda Item:** Amendment to Dalton Land, LLC Agreement

**Department:** Finance

**Requested By:** Cindy Jackson

**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:**

This allows Dalton Land, LLC to make wire transfers into the City's bank account for scheduled payments regarding Tampico Way. The original agreement allowed only for cashier's check.



**AMENDED AGREEMENT FOR FOREBEARANCE OF FORECLOSURE  
OF CLAIM OF LIEN**

THIS Agreement is made and entered into on this 16<sup>th</sup> day of December, 2019 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dalton Land, LLC, a Georgia domestic limited liability company, hereinafter referred to as "OWNER".

WHEREAS, OWNER owns certain real property known as 2007 Tampico Way located in Dalton, Georgia and identified as Whitfield County Map Parcel No.: 12-158-03-000, hereinafter referred to as "PROPERTY"; and

WHEREAS, the CITY filed a Complaint In Rem For Nuisance Abatement in the Municipal Court of the City of Dalton on June 5, 2018 against said PROPERTY and OWNER; and

WHEREAS, the Municipal Court issued its Order declaring that a public nuisance existed on the PROPERTY and authorized the CITY, through its agents, to demolish the structure(s) located on the PROPERTY to abate the nuisance; and

WHEREAS, the CITY, through its agents, did demolish the structure(s) on the PROPERTY and did incur costs of demolition and related expense in the amount of \$322,817.16; and

WHEREAS, the CITY filed its Claim Of Lien for said demolition costs in the Whitfield County Land Records on May 15, 2019 as provided by O.C.G.A. §41-2-9(a)(7); and

WHEREAS, the OWNER desires to pay the cost of demolition over a period of time in lieu of the CITY foreclosing its Claim Of Lien; and

WITNESSETH: That the parties hereto for the considerations provided for herein hereby mutually agree as follows

1. PREMISES: The subject PROPERTY is known as 2007 Tampico Way located in Dalton, Georgia and identified as Whitfield County Map Parcel No.: 12-158-03-000.

2. USE OF PREMISES: OWNER shall be entitled to use and occupy the PROPERTY in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the PROPERTY.

3. TERM: The term of this Agreement shall be for one (1) year

commencing on the date of approval and execution of this Agreement by the Mayor and Council of the City of Dalton.

4. PAYMENT OF DEMOLITION COSTS: OWNER shall pay to the CITY the sum of \$322,817.16. Said sum shall be paid in twelve equal installments of \$26,901.43. The first installment shall be due and payable on October 22, 2019. All subsequent installment payments shall be due and payable every 30 days thereafter. All payments shall be made by wire transfer or cashier's check payable to the City of Dalton.

5. CITY COVENANTS: CITY shall forebear proceeding with the foreclosure of the CITY'S Claim Of Lien during the term of this Agreement.

6. OWNER CONVENANTS: OWNER agrees that said Claim Of Lien is valid and hereby waives any and all defenses to said Claim Of Lien and the CITY's right to foreclose said Claim Of Lien pursuant to applicable law.

7. OWNER'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Agreement by OWNER: (a) OWNER fails to pay as due any installment payment by the due date or (b) OWNER breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may immediately declare OWNER in default and immediately proceed with foreclosure proceedings to foreclose the subject Claim Of Lien. In that event, any payments made by OWNER shall be applied as a credit to the amount owed pursuant to said Claim Of Lien.

(b) CITY may declare OWNER in default and permit OWNER to pay a late fee equal to ten percent (10%) of the installment payment past due. CITY shall notify OWNER in writing of said late fee via email or overnight delivery as provided in Section 9 herein below. Said past due installment payment and late fee shall be due and payable within 5 days of said notice. In the event that OWNER fails to pay said past due installment payment and late fee as due, CITY may proceed as provided in Section 7(a) herein above.

(c) CITY may declare OWNER in default and immediately issue a stop work order by the City, its Departments, or agents on any work on the Property by OWNER, its agents, or assigns.

(d) CITY may declare OWNER in default and immediately revoke the Certificate Of Occupancy issued by the City, its Departments, or agents for the Property by OWNER, its agents, or assigns.

8. 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 not 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.

9. 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: G. Gargandi Vaughn  
City Attorney  
108 South Thornton Avenue  
Dalton, GA 30720  
gvaughn@mmfirmlaw.com

Such notice to OWNER shall be mailed to: Eric Niba, Esquire  
Attorney for OWNER  
5825 Glenridge Drive  
Building 3, Suite 101  
Atlanta, GA 30328  
niba\_and\_associates@yahoo.com

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.

10. 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 venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(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. OWNER 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.

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

OWNER / Dalton Land, LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: (print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
Dennis Mock, Mayor

Attest:

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/16/2019

**Agenda Item:** *Heidi McInnish is seeking annexation of a parcel (#12-311-15-008) into The City of Dalton. located at 1903 Mountain Brook Dr. within the Low Density Single Family Residential (R-2) zone district.*

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review 12/3/2019

**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 and Planning Commission Recommendation\*

CITY OF DALTON  
ORDINANCE  
Ordinance No. 19-18

An Ordinance Of The City Of Dalton To Annex Property Dalton Located At 1903 Mountain Brook Drive Identified As Parcel No. 12-311-15-008 Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Maintain The Zoning Of Said Property As Low Density Single Family Residential (R-2) Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Heidi Beth Black McInnish has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 1903 Mountain Brook Drive and identified as Parcel No. 12-311-15-008; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

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

WHEREAS, the Owner is requesting the Property zoning remain Low Density Single Family Residential (R-2);

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed annexation of the Property at a duly noticed public hearing held on November 25, 2109 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Board of Alderman of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

### **Section 1.**

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

### **Section 2.**

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Board of Aldermen find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

### **Section 3.**

The lands hereinafter described are hereby annexed into the corporate limits of the City of Dalton:

All that tract or parcel of land lying and being in Land Lot No. 311 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Lot No. 141 of the Valley Brook Subdivision, Plat 6, as per plat of said subdivision recorded in Plat Book 9, Page 20 (Plat Cabinet A, Slide 268) Whitfield County, Georgia Land Records, and being more particularly described according to a plat of survey prepared by Craig Marvin Cook, Georgia Registered Land Surveyor No. 2691, dated August 26, 1998, as follows:

BEGINNING at an iron pin located at the southeast corner of the intersection of the right of way lines of Mountain Brook Drive and Cascade Way; thence north 64 degrees 00 minutes east 175.0 feet along the south side of said Mountain Brook Drive to an iron pin; thence south 22 degrees 50 minutes east 155.38 feet to an iron pin; thence south 75 degrees 22 minutes west 183.08 feet to an iron pin and the east side of the right of way of Cascade Way; thence in a northwesterly direction along the east side of the right of way of Cascade Way 120 feet to the THE POINT OF BEGINNING.

### **Section 4.**

The Property shall maintain the R-2 zoning classification subject to all the provisions and requirements of that zoning classification.

#### **Section 5.**

The acreage of the Property is approximately 0.57 acres. No streets or roads are affected by this annexation.

#### **Section 6.**

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

#### **Section 7.**

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.

#### **Section 8.**

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

#### **Section 9.**

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on



the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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 Alderman \_\_\_\_\_, second by Alderman \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
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



## ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	HEIDI McINNISH
APPLICANT ADDRESS:	1903 MOUNTAIN BROOK DR.
CITY, STATE & ZIP:	DALTON, GA 30720
TELEPHONE NUMBER:	(706) 508-8874

### PROPOSED PROPERTY TO BE ANNEXED

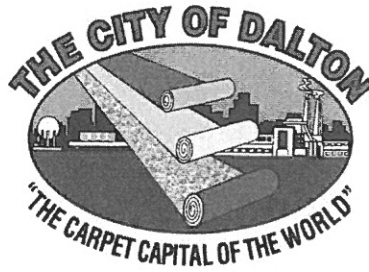
(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1903 MTN. BROOK DR. DALTON, GA 30720
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	VALLEY BROOK
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	LOT NO. 141
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	SINGLE FAMILY RESIDENTIAL - REMAINS SAME USE
• PROPOSED ZONING CLASSIFICATION	CITY ZONING - SINGLE FAMILY RESIDENTIAL
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	.57
• TAX MAP NUMBER/PARCEL NUMBER	12-311-15-008
• HOUSING UNITS	1

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

SIGNATURE OF APPLICANT(S)

DATE

Heidi B. McInnis  
10/1/19



## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

Example: If your property is valued at \$100,000 – your assed value is 100% or  $\$100,000 \times 2.537$  mils, your Dalton City tax would be \$253.7 per year.

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

---

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

  
SIGNED

  
DATE

Deed Doc: WD  
**Recorded 09/04/2018 02:57PM**  
Georgia Transfer Tax Paid : \$183.50  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06669 Pg 0623-0625

Pne1002411

[Space above this line for recording data.]

Please Record and Return to:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## LIMITED WARRANTY DEED

Georgia, Whitfield County

**THIS INDENTURE** made this 30th day of August, 2018, between **Lori Etheridge and Tim Etheridge**, Grantor, and **Heidi Beth Black McInnish**, Grantee.

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

**THE GRANTOR**, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then 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 said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under Grantor.

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

Signed, sealed and delivered

In the presence of:

J. L. Brun  
Unofficial Witness

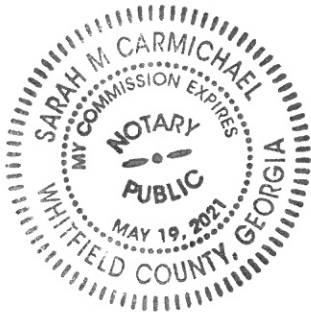
[Signature]  
Notary Public  
My Commission Expires:

Lori Etheridge (Seal)  
Lori Etheridge

Tim Etheridge (Seal)  
Tim Etheridge

[Notarial Seal]

File No. 20180593




**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 311 in the 12th District and 3rd Section of Whitfield County, Georgia, being Lot No. 141 of Valley Brook Subdivision, Plat 6, as per plat of said subdivision recorded in Plat Book 9 Page 20 (Plat Cabinet A Slide 268), Whitfield County, Georgia Land Records, and being more particularly described as per plat of survey prepared by Craig Marvin Cook, Registered Land Surveyor, dated August 26, 1998, as follows:

BEGINNING at an iron pin located at the southeast corner of the intersection of the right of way lines of Mountain Brook Drive and Cascade Way; thence north 64 degrees 00 minutes east 175.0 feet along the south side of said Mountain Brook Drive to an iron pin; thence south 22 degrees 50 minutes east 155.38 feet to an iron pin; thence south 75 degrees 22 minutes west 183.08 feet to an iron pin and the east side of the right of way of Cascade Way; thence in a northwesterly direction along the east side of the right of way of Cascade Way 120 feet to the POINT OF BEGINNING.

For prior title, see Deed Book 3030 Page 271, Whitfield County, Georgia Land Records.

 22

## EXHIBIT "B"

### 4-1. - Establishment of districts.

**4-1-4 Low density single family residential (R-2).** This district is established to protect single family detached dwellings, including typical residential subdivisions, on lots of not less than 27,500 square feet if served by on-site sewage management systems and not less than 15,000 square feet if served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain in excess of 1,200 square feet of heated floor area upon a permanent foundation and shall have the electrical meter base serving such dwelling attached directly to such dwelling. There shall be no manufactured or mobile homes within this district in order to maintain the traditional residential character of such districts. If served by on-site sewage management system, the lots in this district shall conform at least with the minimum standards for lot sizes as promulgated by the health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. Only one dwelling unit per lot shall be allowed in this district.



# **CERTIFICATE OF VALIDITY AND DEDICATION**

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision, establish the minimum lot area, street lines, and dedicate all streets, alleys, highways and other open spaces to public use as noted.

## **INITIALS OF ACCOUNT**

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the subdivision regulations of the City of Dalton, Whitefield County, Georgia, and that the comments shown have been placed to the specifications set forth in said regulations.

## **REGISTERED LAND SURVEYOR**

I hereby certify that the community or public water supply or the sewerage system installed or to be installed, or the placement of the same, complies with the provisions of the Health Department.

## **HEALTH OFFICER**

I hereby certify that the community or public water supply or the sewerage system installed or to be installed, or the placement of the same, complies with the provisions of the Health Department.

## **HEALTH OFFICER**

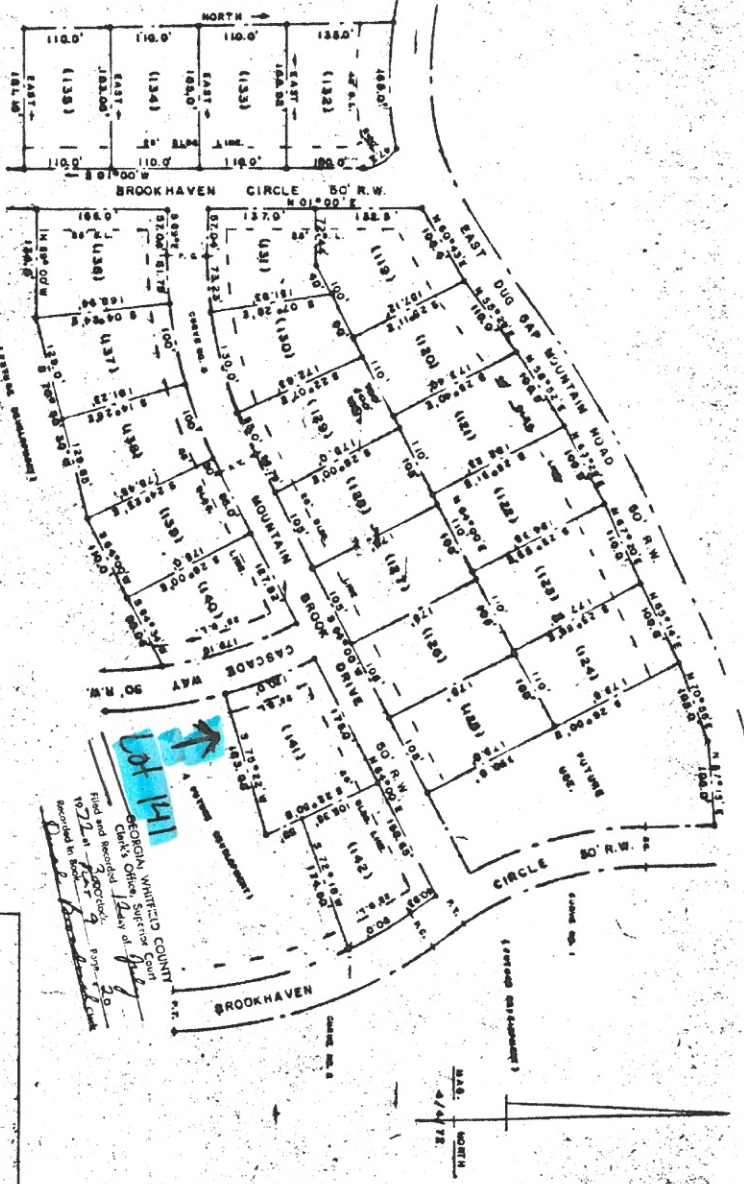
I hereby certify that the streets, utilities, and other public improvements shown and described hereon are in accordance with the regulations of the City of Dalton, Whitefield County, Georgia.

## **FILE**

## **OFFICER OF APPROVAL FOR RECORDING**

I hereby certify that the subdivision shown hereon has been filed with the Subdivision Regulations of the City of Dalton, Whitefield County, Georgia, and that the comments shown have been placed to the specifications set forth in said regulations.

## **Secretary, Dalton-Whitefield Planning Commission**



**VALLEY BROOK, PLAT 6**  
 LOCATED IN LAND LOT 311, 12TH DISTRICT, 3RD SECTION,  
 WHITEFIELD COUNTY, GEORGIA.

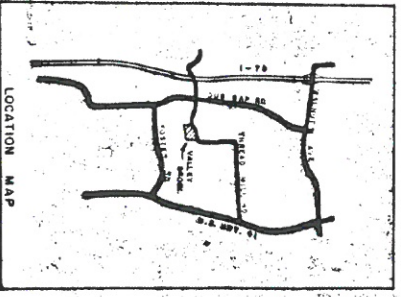
### **CURVE DATA**

CURVE NO.	A	D	T	L	R	DEFL. / FT.
1 INSIDE	33° 00'	13° 47'	123.00'	239.27'	413.45'	4.139 MIN.
1 OUTSIDE	33° 00'	13° 47'	123.00'	239.27'	413.45'	4.139 MIN.
2 INSIDE	33° 00'	10° 27'	182.32'	315.61'	547.97'	3.137 MIN.
2 OUTSIDE	33° 00'	10° 27'	182.32'	315.61'	547.97'	3.137 MIN.
3 INSIDE	28° 00'	9° 30'	138.00'	271.35'	597.97'	2.875 MIN.
3 OUTSIDE	28° 00'	9° 30'	138.00'	271.35'	597.97'	2.875 MIN.

SCALE 1" = 100'

APRIL 4, 1972.

GRAPHIC SCALE.



ERROR OF CLOSURE = 1/17500  
 TOTAL NO. LOTS = 24  
 TOTAL ACRES SURVEYED = 19.46  
 TOTAL LENGTH NEW STREET = 1860'

0 DENOTES IRON PIN PLACED.  
 10' DENOTES EASEMENT AND UTILITY EASEMENT AGREEMENT ALONG THE SIDE AND REAR LOT LINE OF EACH LOT.  
 TO BE NOTIFIED OF ACTION:  
 ORDER & PARKS, INC.  
 BRYAN P. G. JACOBE  
 JUL 12 1972  
 HED M. OFFICE  
 WHITEFIELD CO. GA.

SARUM - DELACROIX & ASSOC., INC.  
 18 ST CHARLES ST. DALTON, GA.  
 770-222-8888



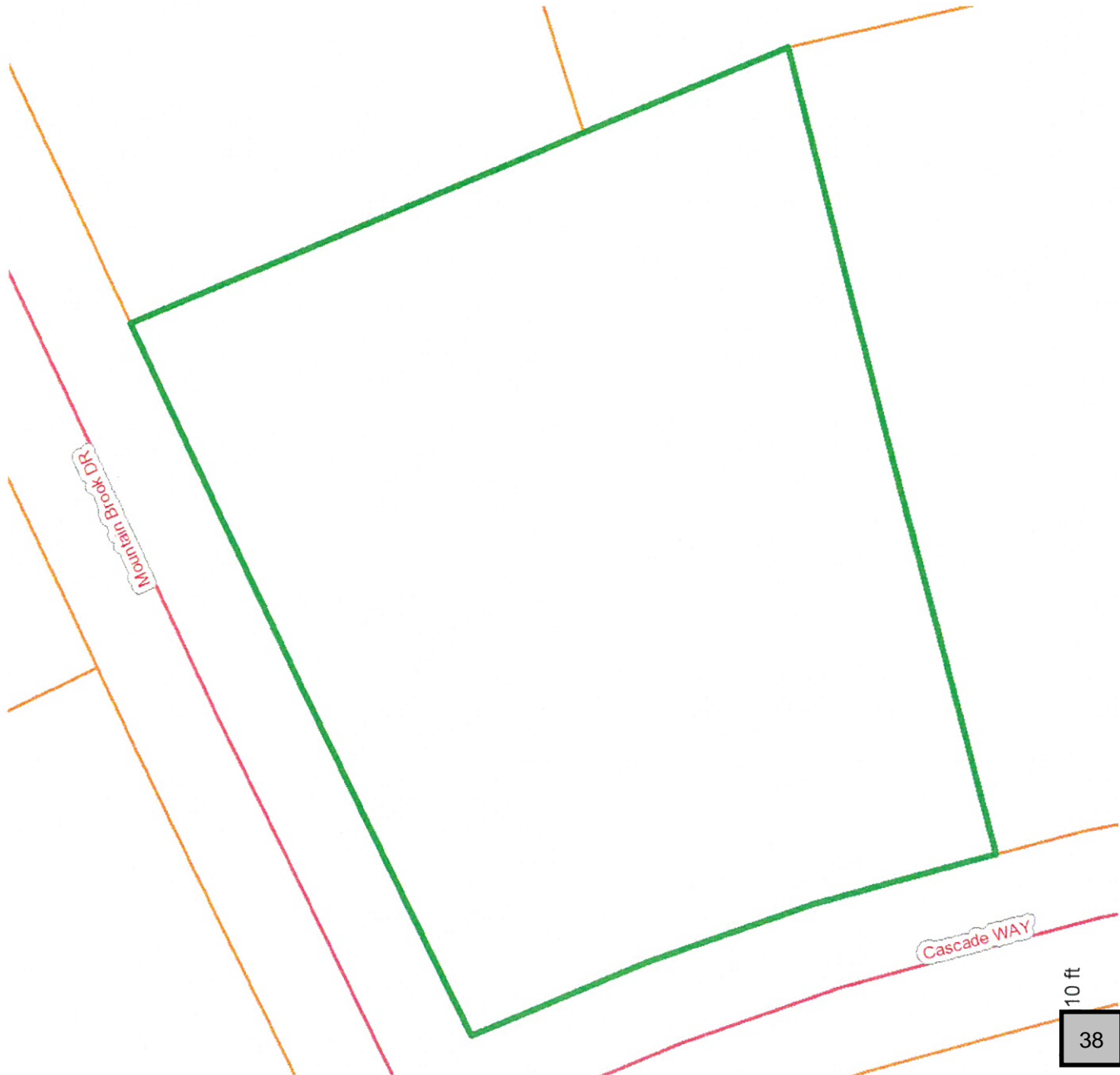


For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

## Tax Commissioner Information

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

Tax Bill Recipient	ETHERIDGE TIM & LORI	Legal Description	L141 VALLEY BROOK 6
Year	2018	Sale Date	
Parcel Number	12-311-15-008	Taxes Due	1859.6
Bill	211796	Taxes Due Date	12/20/2018
Exemption Type	S1	Taxes Paid	1859.6
Account No.	8763	Taxes Paid Date	12/12/2018 11:16:28 AM
Millage Rate	0	Current Due	0
Fair Market Value	170770	Back Taxes	0
Assessed Value	68308	Total Due	0
Prior Years Tax Data	Tax		



Selected Parcels Feature	
Parcel Number	12-311-15-008
Zoning	Low Density Single Family Residential (R-2)
Zoning	
Area as Drawn	
Subdivision Name	
Street Extension	
House Number	1903
Street Direction	
Street Type	DR
Street Name	MOUNTAIN BROOK
Unit	
Legal Description	L141 VALLEY BROOK 6
Tax District	06
Assessed Acres	0.57
Owner Name	MCINNISH HEIDI BETH BLACK
Owner Address	1903 MOUNTAIN BROOK DRIVE
Owner City	DALTON
Owner State	GA
Owner Zip	30720
Residential Improvement	145770
Commercial Improvement	
Accessory Improvement	
Land Value	25000



PAYMENT SUMMARY RECEIPT

The City of Dalton  
P.O. Box 1205  
Dalton GA 30722-1205

DATE: 10/02/19 CUSTOMER#:  
TIME: 08:34:20  
CLERK: 628jchav

RECPT#: 177674 PREV BAL: 150.00  
TP/YR: P/2019 AMT PAID: 150.00  
BILL: 177674 ADJSTMNT: .00  
EFF DT: 10/02/19 BAL DUE: .00  
Misc Cash Receipts  
-----TOTALS-----

PRINCIPAL PAID: 150.00  
INTEREST PAID: .00  
ADJUSTMENTS: .00  
DISC TAKEN: .00

AMT TENDERED: 150.00  
AMT APPLIED: 150.00  
CHANGE: .00

PAID BY: MCINNISH, HEIDI  
PAYMENT METH: CHECK  
PAYMENT REF: 2100

Heidi B McMinnish  
1903 Mountain Brook Dr  
Dalton, GA 30720-5928

2100

64-5810 GA  
348

10/1/19

Date

Pay to the Order of City of Dalton \$ 150.00  
One Hundred fifty 00/100 Dollars

Bank of America

ACH R/T 061000052

For \_\_\_\_\_

Heidi McMinnish

⑆061000052⑆ 334004084166⑆ 2100

## OWNERSHIP VERIFICATION

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

12-311-15-008

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

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

HEIDI MCINNISH  
(Owner's Name)

Sworn to and subscribed  
Before me, this 1 day  
of October, 2019

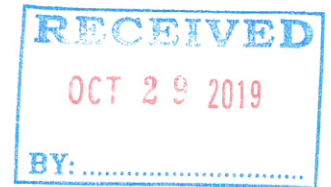
  
Notary Public





# Whitfield County

Board of Commissioners



Board Members  
R. Lynette Laughter, Chairman  
Harold Brooker  
Barry W. Robbins  
Roger Crossen  
Greg Jones

October 25, 2019

Honorable Dennis Mock  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel No. 12-311-15-008

Dear Mayor Mock:

At the October 14, 2019, Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-1 to have no land use classification objection to the annexation of Tax Parcel No. 12-311-15-008.

Regards,

A handwritten signature in blue ink, appearing to be "MG" or "Mark Gibson".

Mark Gibson,  
County Administrator

C: Ethan Calhoun, Northwest Georgia Regional Commission  
Jess Hansen, GIS Coordinator  
Claude Craig, Emergency Services Director  
File

**William C Cason III**  
Chief of Police  
ccason@cityofdalton-ga.gov  
www.daltonpdblog.org  
www.cityofdalton-ga.gov/police



Public Safety Commission  
Terry Mathis  
Keith Whitworth  
Bill Weaver  
Kenneth E. Willis  
Carlos Calderin

**DALTON POLICE DEPARTMENT**  
301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085 • Fax: 706-272-7905

Date: October 15, 2019  
To: Chief Cliff Cason  
From: Lieutenant Ricky Long  
RE: 1903 Mountain Brook Drive

Chief Cason:

I have reviewed the annexation request for 1903 Mountain Brook Drive, parcel number 12-311-15-008. The annexation of this property will have little or no impact on law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ricky Long', is written over the typed name.

Lieutenant Ricky Long  
Patrol Operations

**PUBLIC WORKS DEPARTMENT**  
**BENNY DUNN, DIRECTOR**  
bdunn@cityofdalton-ga.gov

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



**DENNIS MOCK, MAYOR**

**CITY COUNCIL MEMBERS**  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DENISE WOOD

## M E M O R A N D U M

**TO:** Dennis Mock, Mayor  
Attn: Bernadette Chattam, City Clerk

**FROM:** P. Andrew Parker P.E.  
Assistant Public Works Director

**RE:** Annexation Request  
Heidi McInnish  
1903 Mountain Brook Dr.  
0.57 Acres  
Parcel Number: 12-311-15-008  
Zoning Classification: R-2

**DATE:** October 8, 2019

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Regarding the subject request, please be advised that the Public Works Department has no objections to the annexation of the above referenced property.



## DALTON FIRE DEPARTMENT

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

404 School Street  
Dalton, GA 30720



### PUBLIC SAFETY COMMISSION

Bill Weaver  
Keith Whitworth  
Terry Mathis  
Kenneth E. Willis  
Anthony Walker

October 4, 2019

Honorable Dennis Mock  
Mayor  
City of Dalton  
Dalton, GA 30720

Re: Annexation proposal for parcel #12-311-15-008  
1903 Mountain Brook Dr.

Greetings,

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

There is sufficient water available in the area as well as meeting the proximity requirement of our ordinance to recommend acceptance of the proposal relative to fire protection at this time.

Thank you,

Todd Pangle  
Fire Chief  
Dalton Fire Department





October 8, 2019

Mr. Dennis Mock  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for 1903 Mountain Brook Drive (0.57ac)**

Dear Mayor Mock:

As requested in your October 3, 2019, memorandum, Dalton Utilities has reviewed the annexation request of Heidi McInnish for 0.57 acres +/- located at 1903 Mountain Brook Drive. This property is further described as parcel number 12-311-15-008 by the Whitfield County Tax Assessor's Office. Dalton Utilities currently provides water and sewer service to the home located at this address.

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

Sincerely,

Mark Buckner, P.E.

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jason Parker  
Gandi Vaughn  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 3, 2019

**SUBJECT: The request of Heidi McInnish to annex property into the City of Dalton a tract of land totaling .57 acres located at 1903 Mountain Brook Drive, Dalton. Parcel (12-311-15-008) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 25, 2019 at 6:00 p.m. at the Wells Fargo Building fifth floor Whitfield County Commissioner's Chambers, 201 S. Hamilton Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Ethan Calhoun since the petitioner filed the annexation and were not required to appear before the Planning Commission.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested City of Dalton annexation.

With no other comments heard for or against this hearing closed at 8:19

**Recommendation:**

Chairman Lidderdale sought a motion on the requested City of Dalton annexation. **Mr. DeLay then made a motion to recommend approval for the annexation based on his agreement with the content of the staff analysis. Mr. Sanford seconded the motion and a unanimous recommendation to approve the requested annexation followed, 3-0.**

**STAFF ANALYSIS  
ANNEXATION REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:**

***Heidi McInnish is seeking annexation of a parcel (#12-311-15-008) into The City of Dalton. located at 1903 Mountain Brook Dr. within the Low Density single Family Residential (R-2) zone district. Dalton's current corporate boundary flanks the subject property on three sides.***

The surrounding land uses and zoning are as follows: Lots of similar size containing single family detached dwellings surround the subject property and, all of the surrounding properties are zoned R-2. Zoning would not be affected by this annexation if it is approved since both the City and County share a Unified Zoning Ordinance.

<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?  1. Legal ad                      November 8, 2019 (16 days notice) 2. Property posted              November 5, 2019 (Yes -- one sign on the lot frontage; 18 days notice.)	<u>X</u>		
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:  <b>100-year flood plain</b> <b>Site Plan</b> (none required) <b>Buffer Zones</b> (none required) <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <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.**

*Yes. Almost all properties in the vicinity are single family detached dwellings in the heart of existing subdivisions. The subject property is consistent with the surrounding lot sizes as well. This annexation, if approved, would shrink an existing County island within the City of Dalton.*

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

*No impact is expected if this annexation is approved.*

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

*This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent properties.*

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

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

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

*No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the city of Dalton, as compared to the County's jurisdiction. The subject property is already served by Dalton Utilities. The annexation of a single family detached dwelling should have no burden on the city school system's capacity.*

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

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

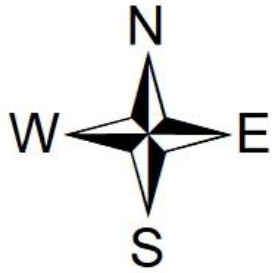
**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a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

*This request, if approved, would simply help create a more consistent boundary within the City of Dalton.*

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

*N/A*

**CONCLUSION:** The staff recommendation is that the subject property is well suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of all properties in the vicinity with no adverse impact expected.



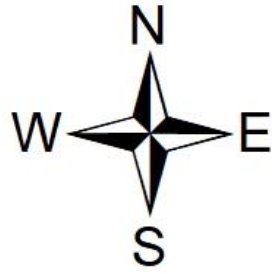
# McInnish Annexation into City of Dalton Zoning to Remain: R-2, Low Density Single Family Residential

## ZONING

-  Low Density Single Family Residential (R-2)
-  Rural Residential (R-5)

**FEET**  
**200**

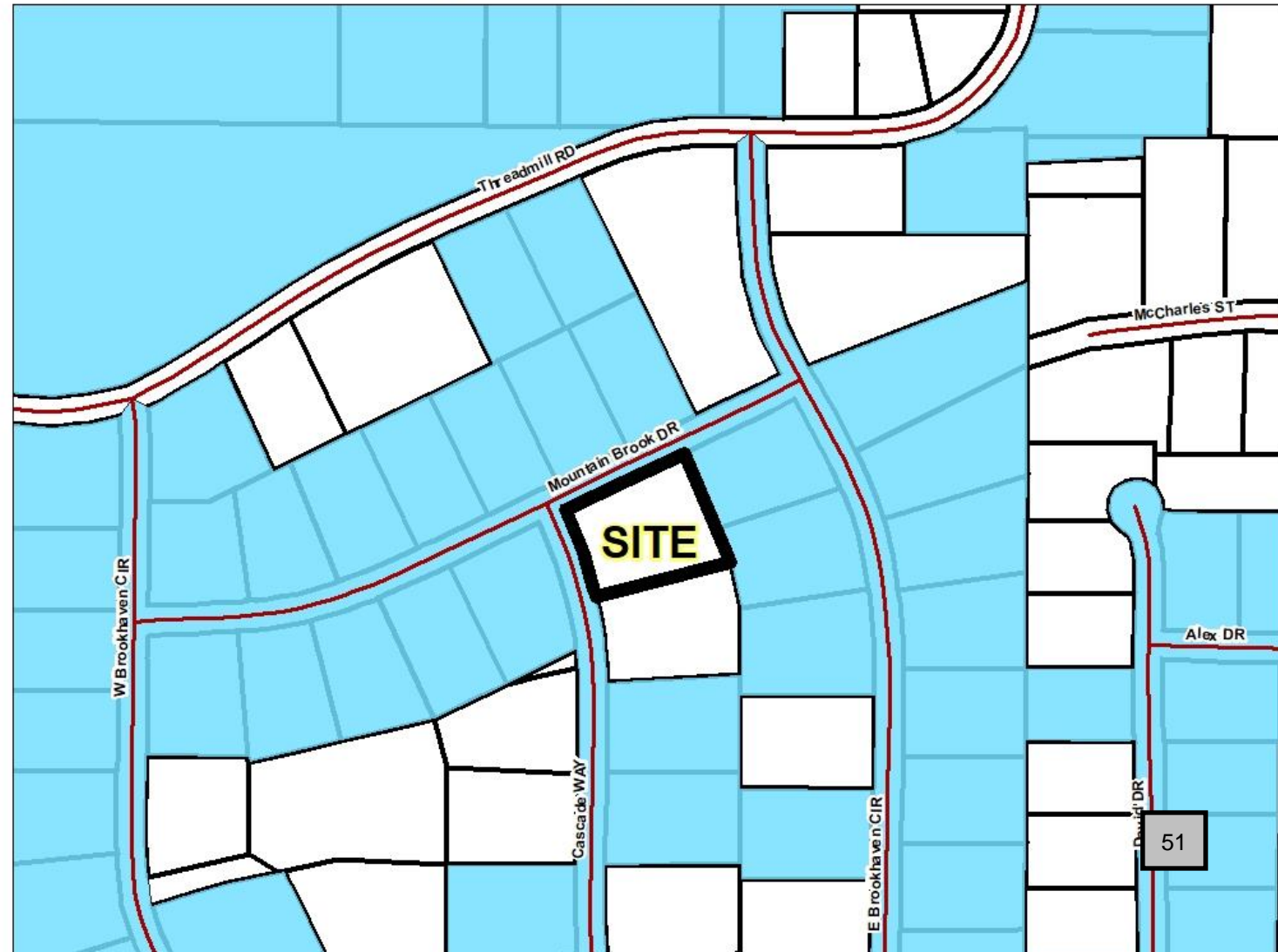




# McInnish Annexation into City of Dalton Zoning to Remain: R-2, Low Density Single Family Residential



**FEET**  
**200**







## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/16/2019

**Agenda Item:** The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .36 acres located at 927 S. Hamilton Street, Dalton. Parcel (12-257-02-022)

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review 12/3/2019

**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 and Planning Commission Recommendation\*



CITY OF DALTON  
ORDINANCE  
Ordinance No. 19-19

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Commercial Conditional Use (C-4 Cond) To General Commercial (C-2) Being A Tract Of Land Totaling 0.36 Acres Located At 927 South Hamilton Street Identified As Parcel No.: 12-257-02-022; To Provide An Effective Date; And For Other Purposes.

WHEREAS, Chris James (Owner) has filed an application with the City to rezone property described as 927 South Hamilton Street identified as Parcel No.: 12-257-02-022 (the Property);

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

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 25, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 927 South Hamilton Street identified as Parcel No.: 12-257-02-022 (the Property) is hereby rezoned from Transitional Commercial Conditional Use (C-4 Cond) to General Commercial (C-2) without conditions.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect

the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-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

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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jason Parker  
Gandi Vaughn  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 3, 2019

**SUBJECT: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .36 acres located at 927 S. Hamilton Street, Dalton. Parcel (12-257-02-022) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 25, 2019 at 6:00 p.m. at the Wells Fargo Building fifth floor Whitfield County Commissioner's Chambers, 201 S. Hamilton Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Chris James.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-2 rezoning.

Chris James stated that the desired use is more of an auto body paint and repair rather than an auto mechanic shop. Chairman Lidderdale asked Mr. James if he planned to make any additions or alterations to the existing structure. Mr. James stated that he intends to cut out three garage bays in the existing structure.

With no other comments heard for or against this hearing closed at 7:03

**Recommendation:**

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Mr. Sanford then made a motion to recommend an approval for the C-2 rezoning based on his agreement with the content of the staff analysis. Mr. DeLay then seconded the motion and a unanimous recommendation to approve the requested C-2 rezoning followed, 3-0.**

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

**ZONING CASE:** Chris James is seeking to rezone from Transitional Commercial Conditional Use (C-4 COND) to General Commercial (C-2) a tract of land (parcel 12-257-02-022) containing 0.36 acres. The tract is currently developed with a standard commercial structure with one loading dock and parking area. The rezoning request to C-2 is sought in order for the petitioner to utilize the property and structure for automobile repair.

The uses and zoning of adjacent properties surrounding the subject tract follow: 1) to the north is a tract approximately half the size of the subject property that contains a single family dwelling zoned C-4; 2) to the east, is a tract of approximately equal size to the subject property containing a light industrial structure zoned C-4; 3) to the south, across Elk St. is a 13 acre tract that contains a manufacturing structure zoned M-2; and 4) to the west, across S. Hamilton Street are two adjacent tracts both containing large commercial structures zoned M-2 and C-4 ; The surrounding zoning and land use near the subject property is predominantly commercial, and industrial. (See the attached maps.)

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

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad November 8, 2019 (16 days notice)			
	2. Property posted November 5, 2019 (Yes -- one sign on the lot frontage; 18 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:			
	<b>100-year flood plain</b> (land is filled to the 100-year flood level)	—	<u>X</u>	—
	<b>Site Plan</b> (none required)	—	<u>X</u>	—
	<b>Buffer Zones</b> (none required)	—	<u>X</u>	—
	<b>Soil Erosion/Sedimentation Plan</b>	—	<u>X</u>	—
	<b>Storm Water Requirements</b>	—	<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, surrounding the subject property, is both zoned and developed for commercial and industrial land use. Grid pattern streets, a nearby railway, and an abundance of public utilities make this area an excellent location for high intensity land use.

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

Based on the existing surrounding land uses compared to the proposed use of the subject property, there will likely be no noticeable impact to the adjacent or nearby 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.**

Not long ago, the subject property had been granted a Special Use Permit for the operation of a bottling facility in order to house a commercial water canning facility. Since then, the proposed facility was unable to create a viable business and therefore the subject property found itself back on the market. The prospective property buyer wishes to operate an auto-repair shop within the existing structure on the subject property. Many of the uses permitted within C-2 are aimed at commercial retail, service, and restaurants. An auto-repair shop is, however, more similar to the industrial character than to that of a commercial use. This area is, as stated previously, a good location for intensive commercial and industrial land use based on utilities and logistics.

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

N/A

**(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The limited amount of space on the subject property, along with the existing structure do not create an environment where public infrastructure would be at risk of capacity. This property has been developed and utilized for commercial/light industrial use for quite some time with no noticeable negative impact on 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 lists this property to be well-within the Industrial character area. Uses recommended to be within this character area are that of manufacturing

and intensive commercial. An automobile repair shop would be appropriate for this 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 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.**

While there is no adjacent C-2 zone district, C-4 and M-2 zones surround the subject property. Since the subject property is surrounded by commercial and industrial use there is no reason to consider this rezoning an entering wedge for intense development.

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

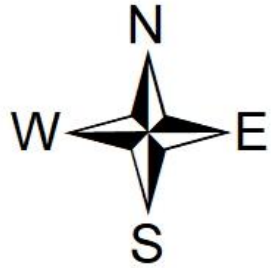
NA

#### **CONCLUSION:**

Staff can provide a recommendation for a C-2 rezoning at this location:

- 1) By rezoning the subject property to C-2, the desired use would not be in conflict with the surrounding properties based on the existing land use in this area.
- 2) The (C-2) request is considered consistent with the Industrial character area in the comprehensive plan as well as the existing development pattern of this area.
- 3) There is no expectation that this rezoning will have a negative economic impact on the surrounding commercial or industrial properties

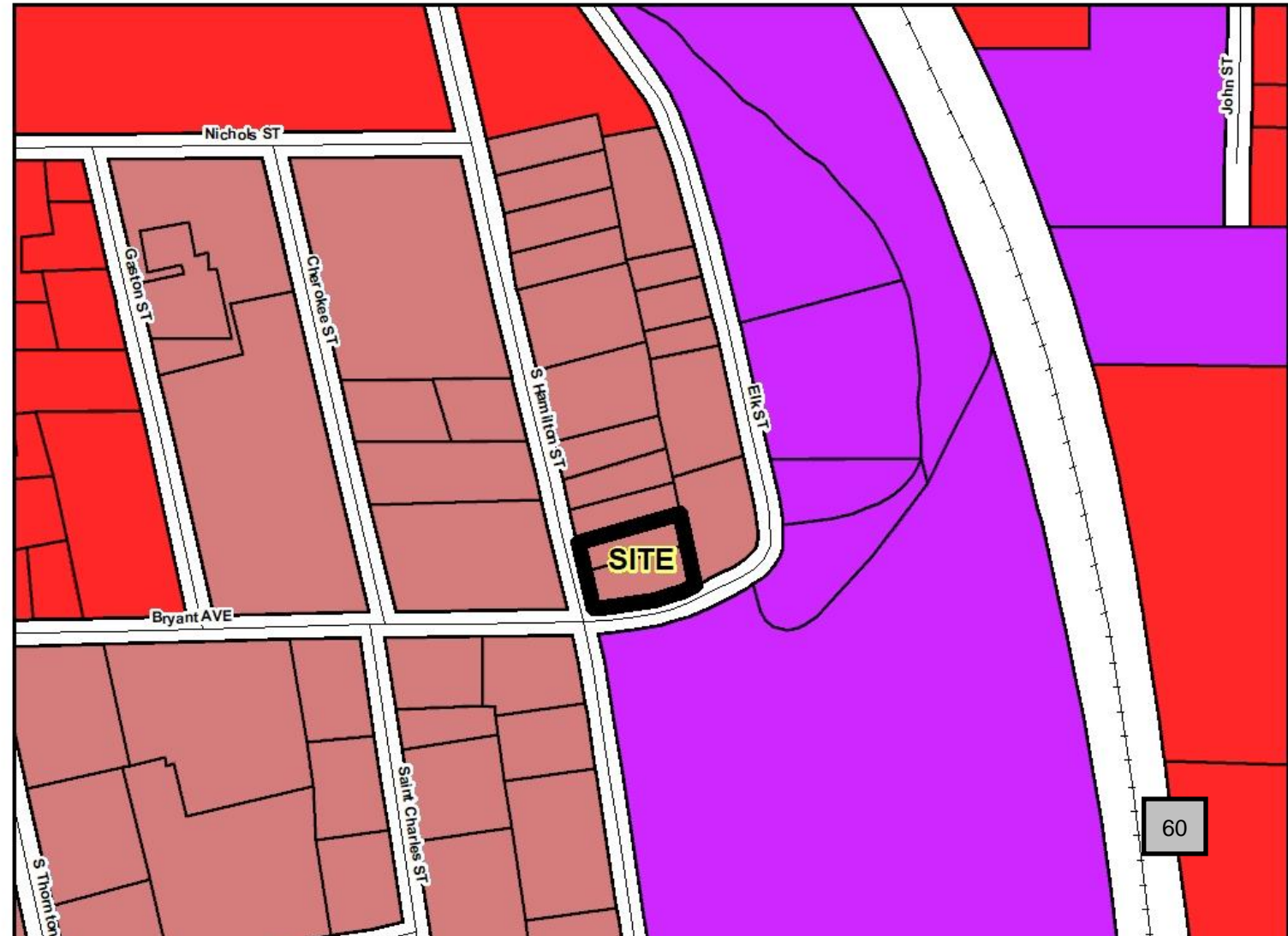
**James Rezoning Request  
C-4, COND Transitional Commercial  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**ZONING**

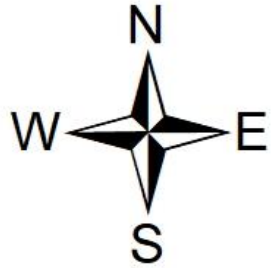
-  General Commercial (C-2)
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond
-  Heavy Manufacturing (M-2)

**Feet  
200**

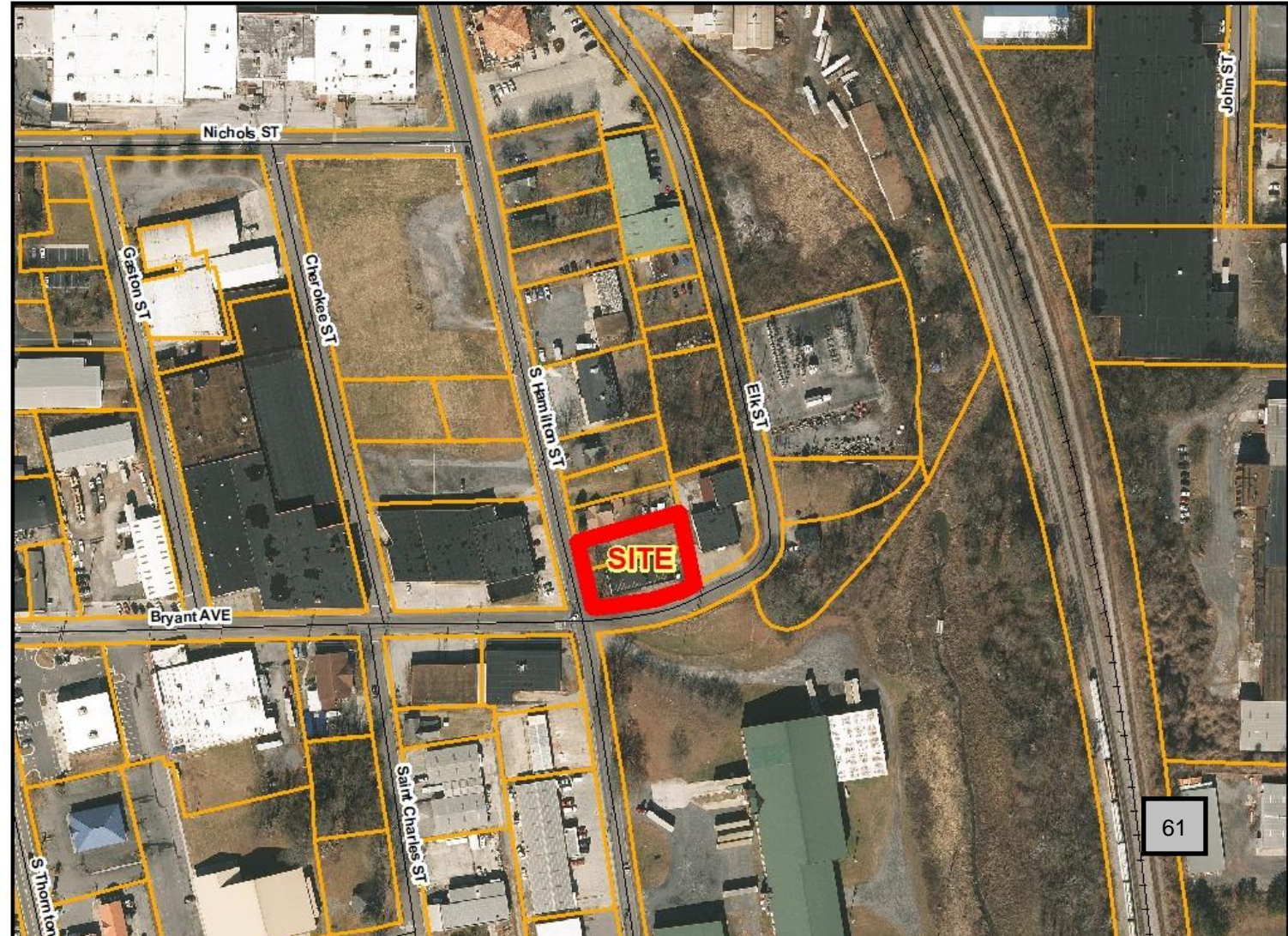




**James Rezoning Request  
C-4, COND Transitional Commercial  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**Feet  
200**

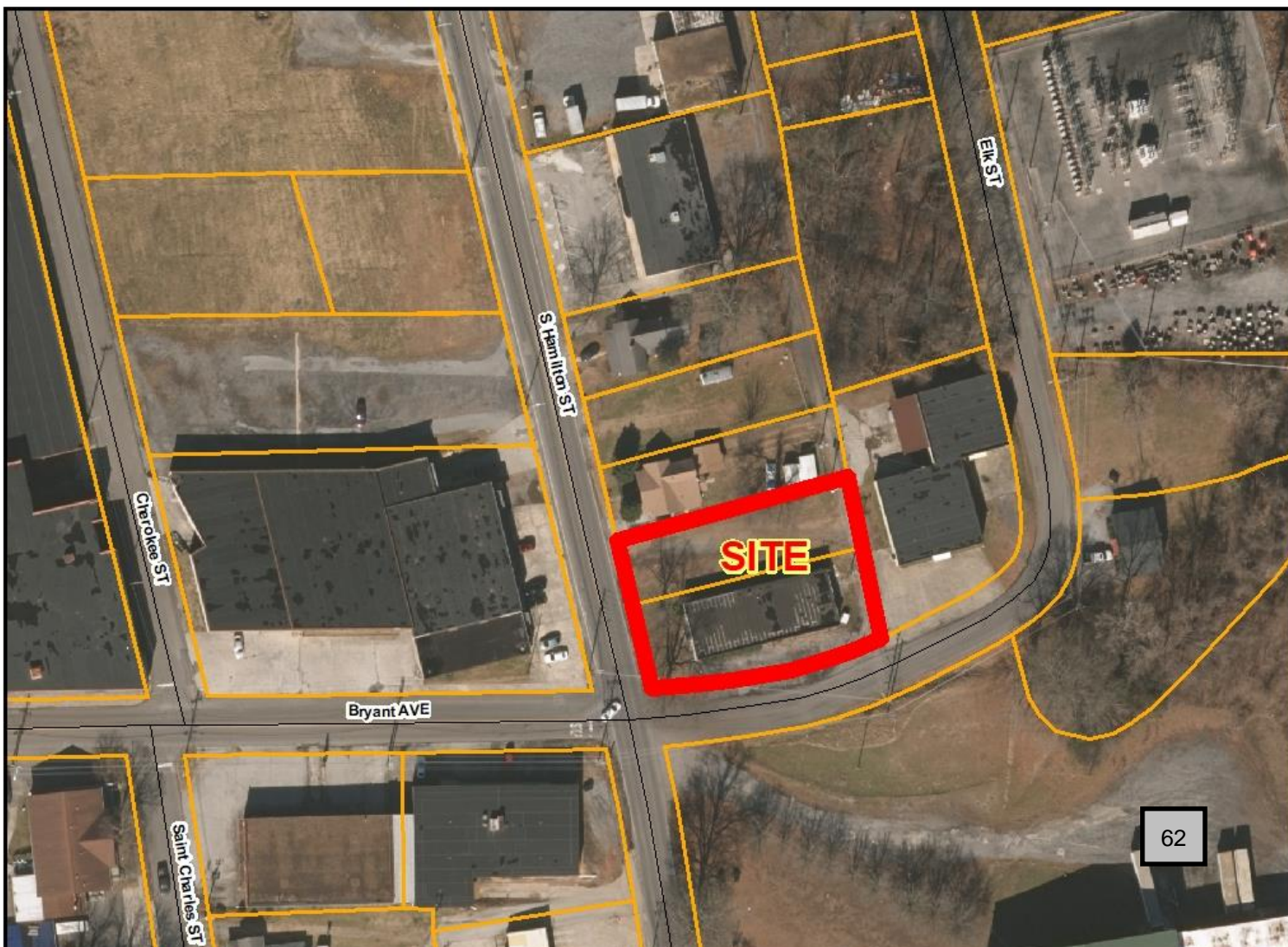




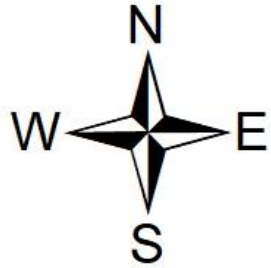
**James Rezoning Request  
C-4, COND Transitional Commercial  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**Feet  
100**



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



**FUTURE DEVELOPMENT MAP**



**Feet  
200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/16/2019

**Agenda Item:** Dalton's Greater Works is seeking a special use permit to operate a Men's Homeless Shelter inside an existing structure within the C-4 Transitional Commercial zone district.

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review 12/3/2019

**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 and Planning Commission Recommendation\*

CITY OF DALTON  
ORDINANCE  
Ordinance No. 19-20

An Ordinance Of The City Of Dalton To Grant A Special Use Permit For A Homeless Shelter Within The City Of Dalton Within A C-4 Transitional Commercial Zone District To Be Located At A Tract Of Land Totaling 0.34 Acres Located At 201 Bryant Avenue Identified as Parcel No.: 12-257-18-000; To Provide An Effective Date; And For Other Purposes.

WHEREAS, Dalton's Greater Works, Inc. (Owner) has filed an application with the City for a special use permit for the operation of a homeless shelter on property described as 201 South Hamilton Street identified as Parcel No.: 12-257-18-000 (the Property);

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

WHEREAS, the application for the special use permit appears to be in proper form and made by all owners of the Property;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed special use permit for the Property at a duly noticed public hearing held on November 25, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 201 Bryant Avenue identified as Parcel No.: 12-257-18-000 (the Property) is hereby approved for a special use permit for use of a Homeless Shelter.

-3-

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

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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jason Parker  
Gandi Vaughn  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 3, 2019

**SUBJECT: The request of Dalton's Greater Works, Inc. for a special use permit for a homeless shelter on a tract of land totaling .34 acres located at 201 Bryant Avenue, Dalton. Parcel (12-257-18-000) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 25, 2019 at 6:00 p.m. at the Wells Fargo Building fifth floor Whitfield County Commissioner's Chambers, 201 S. Hamilton Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Robert Hill, the petitioner.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested special use permit for a homeless shelter.

Robert Hill, the petitioner, stated his desire to expand his ministry's footprint on an adjacent property onto the subject property by way of creating a men's shelter. He went on to state that this property will not be a conventional homeless shelter or halfway house since they will not be offering drug or addiction counseling on the site. He summarized the mission of his ministry to provide counseling and spiritual guidance to paroled men.

With no other comments heard for or against this hearing closed at 8:25

**Recommendation:**

Chairman Lidderdale sought a motion on the requested special use permit for a homeless shelter. **Mr. Sanford then made a motion to recommend approval for the special use permit based on his agreement with the content of the staff analysis. Mr. DeLay seconded the motion and a unanimous recommendation to approve the requested special use permit for a homeless shelter followed, 3-0.**



## **SPECIAL USE ANALYSIS**

**SPECIAL USE CASE:** *Dalton's Greater Works is seeking a special use permit to operate a Men's Homeless Shelter inside an existing structure within the C-4 Transitional Commercial zone district. The city of Dalton has jurisdiction in this matter.*

*The site contains .34 acres and is located at 201 Bryant Ave. The site has a mixed history of uses that once included a similar shelter for women. The existing structure totals approximately 4,063 square feet and was constructed in 1965 according to the Whitfield County Tax assessor's data.*

*The uses and zoning of adjacent properties surrounding the subject tract follow: 1) to the north is a 2.5-acre tract that contains a large industrial/commercial structure zoned C-4; 2) To the east, across Saint Charles St. are two tracts zoned C-4 of similar size to the subject property. One of the two tracts contains a small commercial structure and the other contains a single family detached dwelling; 3) To the south, is an undeveloped tract of similar size to the subject property zoned C-4; and 4) To the west, is a 1.42-acre tract containing a large commercial/industrial structure zoned C-4 ; The surrounding zoning and land use near the subject property is predominantly commercial, and industrial with a few islands of single-family residential tracts. (See the attached maps.)*

*The applicant proposes to utilize the existing structure as a men's homeless shelter. This structure has been utilized as a women's homeless shelter in the past.*

## **CONSIDERING FACTORS FOR A SPECIAL USE ANALYSIS**

### **(A) Whether the proposed use would impact upon anticipated traffic volume and/or traffic flow and/or pedestrian safety within the vicinity.**

The proposed use for a men's homeless shelter is an overall low-intensity use from the perspective of traffic generation. This use would certainly generate less traffic than most uses permitted outright in the C-4 zone district. The petitioner expects less than ten trips per day to be generated by the proposed use.

### **(B) Whether the hours and manner of operation of the proposed use would impact upon nearby properties and uses within the vicinity.**

The majority of operations will be classroom-style teaching along with a few housing units within the existing structure. The existing development in this area generates large volumes of commercial traffic as well as sight and sound impacting the surrounding area so, the modest size and proposed use of the subject property as a men's homeless shelter should not create an issue for the surrounding or nearby properties.

### **(C) Whether parking, loading/service, and/or refuse areas of the proposed use would impact upon nearby properties and uses within the vicinity, particularly with regard to noise, light, glare, smoke, and/or odor.**

The low-intensity nature of the proposed use along with the limited size of the subject property lead this planner to believe that the surrounding properties will be unaffected if this special use permit is approved.

**(D) Whether the height, size, and/or location of any proposed structure is compatible with the height, size, and/or location of structure(s) upon nearby properties and uses within the vicinity.**

The petitioner plans to utilize the existing structure on the subject property to house the proposed use. Since this structure has already been utilized for a similar purpose, no significant alterations to the property are expected. The existing structure is compatible with other buildings in this area.

**(E) Whether the size of the lot or parcel is sufficiently large for the proposed use, and for reasonable growth opportunity of such proposed use, within the parameters of the Zoning Ordinance and within the probable limits of the soils thereon if an on-site sewage system is to be installed.**

Since the subject property is within the City of Dalton, there is sufficient capacity for water and sewer services well beyond the needs of the proposed use. If the petitioner were to outgrow the existing structure, the only options would be to purchase additional property or construct a new building with multiple levels on the subject property.

**(F) Whether the benefits of and need for the proposed use are, on balance, greater than reasonable anticipated depreciating effects and/or damages, if any, to nearby properties within the vicinity.**

The proposed use is not an intensive use that would change the character of this area. With primarily heavy commercial and industrial uses in this area, the proposed homeless shelter should likely have no negative impact on property values or businesses. The proposed use for a homeless shelter would be a community service to the City.

**CONCLUSION:** *The staff recommendation is that the requested special use permit can be approved for the "Homeless Shelter" request based on the following:*

*(1) The structure is appropriate to the area and desired use and could be expanded if needed.*

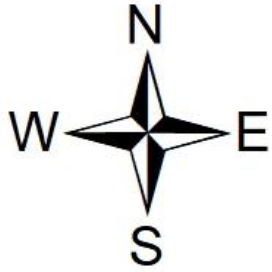
*(2) This area was planned to be developed industrially in the comprehensive plan's development map but, the subject property is adjacent to the commercial character area where shelters are typically found in the City.*

*(3) The intensity of this use will be lesser than that of most existing uses in the vicinity and would not change the underlying zone district of the subject property.*

# Dalton's Greater Works Special Use Request for Men's Shelter

## Zoning: C-4, Transitional Commercial

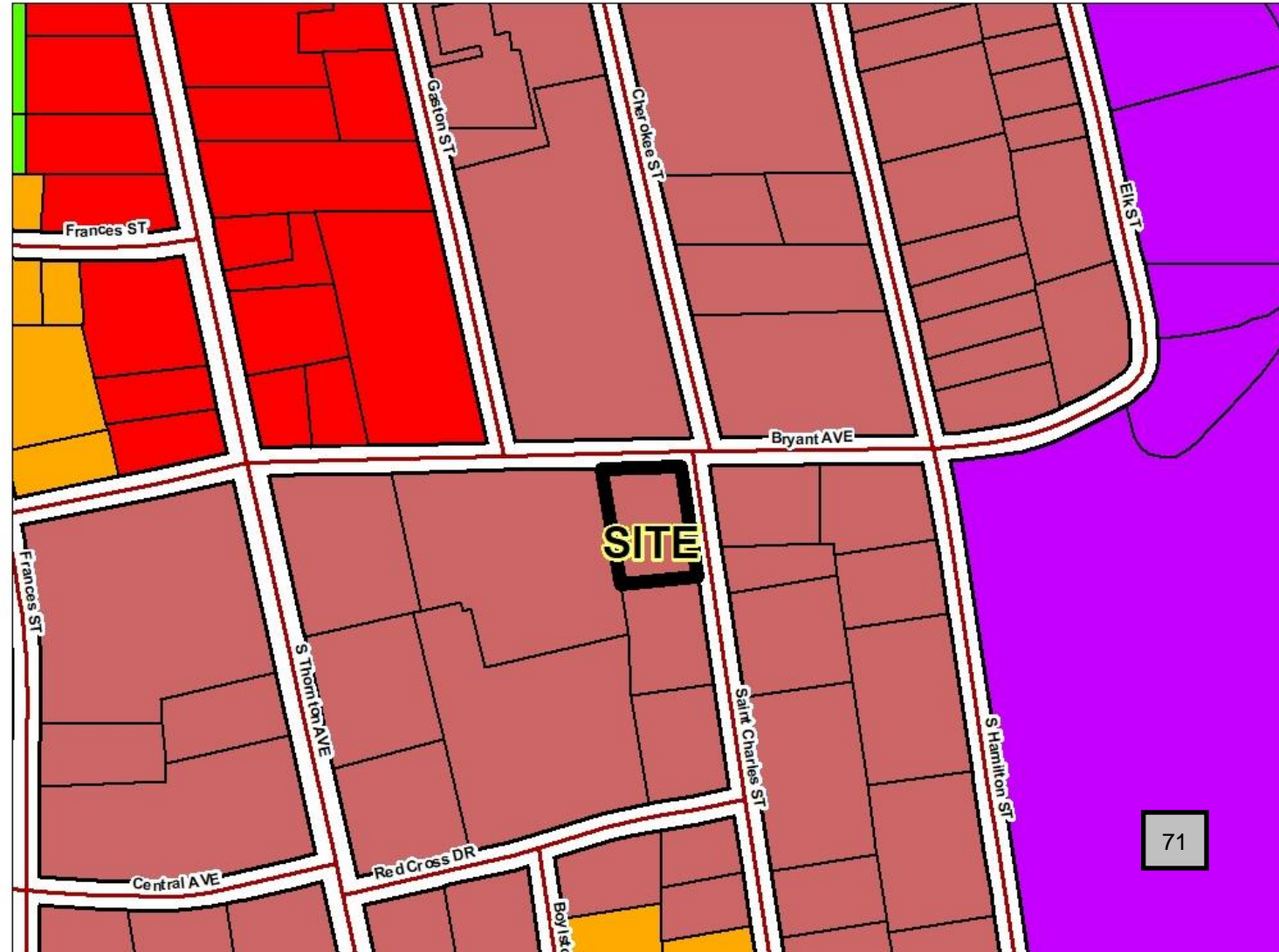
### City of Dalton Jurisdiction



#### ZONING

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

**FEET**  
**200**





# Dalton's Greater Works Special Use Request for Men's Shelter

## Zoning: C-4, Transitional Commercial City of Dalton Jurisdiction



**FEET**  
**200**





# Dalton's Greater Works Special Use Request for Men's Shelter

## Zoning: C-4, Transitional Commercial City of Dalton Jurisdiction

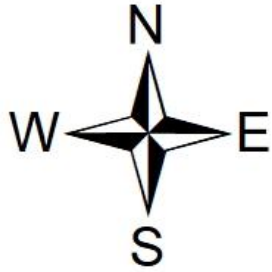


**FEET  
100**



# Dalton's Greater Works Special Use Request for Men's Shelter

## Zoning: C-4, Transitional Commercial City of Dalton Jurisdiction



### FUTURE DEVELOPMENT MAP

-  Commercial
-  Industrial
-  Town Neighborhood

**FEET**  
**200**







## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-16-19

**Agenda Item:** Lease Extension – Dalton Public Schools

**Department:** Administration

**Requested By:** DPS Board of Education

**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:**

DPS is requesting an extension of its current lease that would extend to March 31, 2025. The extension also places City on notice that DPS will relinquish its use of the 2<sup>nd</sup> Floor of City Hall beginning July 1, 2020. Effective April 1, 2020 this becomes the new lease.

## CITY HALL LEASE AGREEMENT

Georgia, Whitfield County.

THIS LEASE AGREEMENT ("this Lease") made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Dalton, (the "Lessor"), and the Dalton City School District by and through the Dalton City ~~Dalton Board of Education~~, (the "Lessee").

### WITNESSETH:

1. **PREMISES.** Lessor, for the consideration of the rents, covenants, agreements and stipulations herein contained to be kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to lease ~~hire~~ from Lessor, at the rent and upon the conditions herein set forth, the premises described as the third floor and half of the 2<sup>nd</sup> floor of Dalton City Hall (the "Building") said premises being more particularly described as the crosshatched areas shown on drawings attached hereto as Exhibit "A," and incorporated herein by reference, together with all appurtenances thereto (the "Premises"), including the non-exclusive use of the parking lot, common areas, and Council Chambers of the Premises, and the furniture, fixtures, and equipment described on the attached Exhibit "B." The Building and Premises are located on the real property more particularly described in Exhibit "C" which is referred to and incorporated herein by reference. Lessee's use of the parking lot and common areas is limited to the uses available to the public in general. Lessee's right to use Council Chambers is subordinate to the right of use by the Lessor. Lessee accepts the Premises, its HVAC, electrical, plumbing and all other systems "as-is". Effective July 1, 2020, Lessee will surrender the second floor premises to Lessor.

2. **PURPOSE.** The Premises shall be used and occupied by Lessee in connection with its business of administration of the Dalton City School District System and shall be used for the purpose of furthering its mission to provide educational services to school age children of the City of Dalton and for no other purposes.

3. **TERM.** The term of this Lease shall be for ten (10) years to commence on \_\_\_\_\_ and to terminate on \_\_\_\_\_ at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term unless Lessee desires to remain on the premises under the same terms of this Lease in which case Lessee shall have the option to lease the Premises for an additional five (5) years (the "Option Term"). The Lessee must exercise its right to the Option Term at least ninety (90) days prior to the termination of the original lease term. Lessee shall have the right to terminate this Lease after it has been in effect for five (5) years by giving Landlord written notice of such termination at least twelve (12) months prior to the effective date of termination. The term of this Lease extension shall be for a total of five (5) years to commence on April 1, 2020 and to terminate on March 31, 2025. Lessee will continue using the same spaces on the second and third floors, and access to other spaces as needed and available, from April 1, 2020 until June 30, 2020. Effective July 1, 2020, Lessee will evacuate the second floor offices being presently used and release them back to the Lessor. At midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term. Lessee and Lessee shall each have the right to terminate this Lease by giving other party written notice of such termination at least six (6) months prior to the effective date of termination.



**4. RENT.** Lessee agrees to pay Lessor as rental for the use of the above described Premises the sum of \$1.00 per month, said rental being payable in advance beginning April 1, 2020 and continuing on the first day of every month thereafter during the term of this Lease.

**5. ADDITIONAL RENT.** Lessee agrees to pay as rent, in addition to the minimum rental reserved in Paragraph 4 hereinabove, the following:

5.1. Any and all sums which may become due by reason of the failure of Lessee to comply with all covenants of this Lease, Lessee agreeing to pay any and all damages, costs or expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of neglect of Lessee or Lessee's agents or invitees; and

5.2. ~~One-half (1/2) of all charges to the Lessor for water, electricity, gas, telephone, internet and any other utility services consumed upon the Building and one-half of all charges for repairs and charges for regularly occurring maintenance services to the Building which are more particularly described in Exhibit "D" which is referred to and incorporated herein by reference. . Lessor shall render to Lessee monthly an invoice for such charges and services, which Lessor shall pay within ten (10) days of its receipt of same. Beginning April 1, 2020, one-half (1/2) of all charges to the Lessor for water, electricity, gas, telephone, internet and any other utility services consumed upon the Building and one-half (1/2) of all charges for repairs and charges for regularly occurring maintenance services to the Building which are more particularly described in Exhibit "D" which is referred to and incorporated herein by reference. Beginning July 1, 2020, one-third (1/3) of all charges to the Lessor for water, electricity, gas, telephone, internet and any other utility services consumed upon the Building and one-third (1/3) of all charges for repairs and charges for regularly occurring maintenance services to the Building which are more particularly described in Exhibit "D" which is referred to and incorporated herein by reference, and will continue at this rate through the remainder of this agreement. Lessor will render to Lessee monthly an invoice for such charges and services, which Lessee shall pay within ten (10) days of its receipt.~~

5.2.1. ~~Three-fourths (3/4) of the cost to the Lessor for garbage service (storage and pick-up). Beginning April 1, 2020 three-fourths (3/4) of the cost to the Lessor for garbage service (storage and pick-up) . Beginning July 1, 2020, one-third (1/3) of the cost to the Lessor for garbage service (storage and pick-up) and will continue at this rate through the remainder of this agreement.~~

**6. LESSEE'S RIGHT TO ALTER AND IMPROVE.** Lessee shall have the right at its own expense from time to time during the lease term to improve or alter the building which forms a part of the Premises in such a manner as shall be reasonably necessary or appropriate in Lessee's judgment for Lessee's conduct thereon of its business, subject to the Lessor's consent thereto which shall not be unreasonably withheld. Upon termination of this Lease, such improvements shall be the property of Lessor.

**7. GOOD TITLE.** Lessor warrants that it has fee simple title to the Premises and that the Premises shall be delivered to the Lessee free and clear of all claims, obligations, tax assessments, liens and encumbrances whatsoever, except any and all mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof which may now or hereafter affect or encumber Lessor's title to the

Premises and all modifications, renewals, consolidations, extensions or replacements thereof, herein referred to as "Lessor's Mortgage."

**8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE.** Lessee covenants and agrees that Lessee will, without demand:

8.1. Keep the Premises reasonably clean and free from all rubbish, ashes, dirt and other matter;

8.2. Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to or for Lessee's use of the Premises and save Lessor harmless from penalties, fines, costs or damages resulting from the failure to do so;

8.3. Give to Lessor prompt written notice of any accident involving persons other than agents or employees of Lessee, fire or damage occurring on or to the Premises;

8.4. At the termination of this Lease, remove any signs, improvements of a non permanent nature, projections or devices placed upon the Premises at or prior to the expiration of this Lease. In case of breach of this covenant, in addition to all other remedies given to Lessor in case of breach of any condition or covenant of this Lease, Lessor shall have the privilege of removing said improvements, signs, projections, or devices and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor;

8.5. Comply with all applicable Environmental Laws which is defined as all federal, state, and local laws, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and other governmental requirements relating to pollution, control of chemicals, storage and handling of petroleum products, management of waste, discharges of materials into the environment, health, safety, natural resources, and the environment, including laws relating to emissions, discharges, releases, or threatened release of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, on lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or waste.

8.6. Indemnify Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

(A) A failure by Lessee to perform any of the terms or conditions of this Lease;

(B) Any injury or damage happening on or about the demised Premises;

(C) Failure to comply with any law of any governmental authority; or

(D) Any mechanic's lien or security interest filed against the Premises as a result of any actions or conduct of Lessee at or with respect to the Premises; and

8.7. Secure any and all permits for such use as Lessee intends to make of the Premises prior to the effective date of this Lease, and upon obtaining such permit, Lessee shall not use the demised Premises in any manner not inconsistent with or in violation of such permit.

8.8. At the expiration of the lease term, surrender Premises in as good condition and repair as the same shall be at the time possession thereof is taken by Lessee, normal wear and tear excepted.

**9. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSOR.** Lessor covenants and agrees that Lessor will, without demand:

9.1. Keep the Premises reasonably clean and free from all rubbish, ashes, dirt and other matter;

9.2. At Lessor's own expense maintain the Premises, including without limitation, the systems therein and the fixtures attached thereto, in good order and repair.

9.3. Grant Lessee, its agents and employees access to the Premises at all times reasonable or necessary for Lessee to conduct its business of the administration of the Dalton City School District System, including use of any security system restricting access thereto.

9.4. Allow Lessee to erect both internal and external signage on the Premises, subject to the Lessor's consent thereto which shall not be unreasonably withheld. Any signage placed by Lessee will consistent to the existing signage and architectural style of the Building.

**10. NEGATIVE COVENANTS OF LESSEE.** Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained:

10.1. Occupy the Premises in any other manner or for any other purpose than as set forth herein; and

10.2. Assign, mortgage or pledge, or sublease this Lease; nor shall any assignee assign, mortgage, pledge or sublease this Lease without the written consent by the Lessor, and without such consent no such assignment, mortgage, pledge or sublease shall be valid. Lessor will not unreasonably withhold such consent.

**11. ADDITIONAL COVENANTS:**

11.1. Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

11.2. It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any zoning ordinance or regulation for such use as Lessee intends to make of the Premises, and nothing in this Lease contained shall obligate Lessor to assist Lessee in obtaining said permit.

11.3. It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and further, that the failure of Lessor at any time or times to enforce Lessor's right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

11.4. Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices for comparable business operations but in no case less than \$1,000,000 in combined single limit coverage for bodily injury or death, personal injury and property damage. Lessee shall carry Lessor as an additional named insured on said policy. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease.

11.5. Lessor and Lessee shall, through the term of this Lease, or any extension thereof, maintain fire and extended coverage insurance on their respective property located in and about the Premises or the Building in such amounts, and with such deductibles as each shall determine. Lessee agrees that all personal property of whatever kind it may be at any time in the Premises or the Building shall be at Lessee's sole risk or at risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the fault or negligence of Lessor. Any policy of insurance procured by Lessor or Lessee pursuant to this provision shall contain a waiver of subrogation provision provided that such provision can be obtained by the respective party at no additional cost.

**12. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute Events of Default:

12.1. Any part, portion or component of the Rent, or any other sums payable under this Lease are not received when due;

12.2. The Premises are deserted, vacated, or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes as set forth in Paragraph 2, even though Lessee may continue to pay Rent;

12.3. Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days after the date of such filing;

12.4. Lessee becomes insolvent or transfers property in fraud of creditors;

12.5. Lessee makes an assignment for the benefit of creditors;

12.6. A receiver is appointed for any of the Lessee's assets; or

12.7. Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent.

**13. REMEDIES.** Upon the occurrence of an Event of Default which is not cured by Lessee within thirty (30) days after written notice by Lessor of such default, Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease:

13.1. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease, enter upon the Premises and expel or remove Lessee and Lessor's personal property with or without force and without being liable to Lessee in any manner whatsoever for damages therefore. Lessee shall be liable to Lessor for and shall indemnify and hold Lessor harmless from and against all cost, loss, or damage which Lessor may suffer by reason of such

termination of this Lease, whether through inability to re-let the Premises, through a decrease in rent received, by damage to the Premises or otherwise; or

13.2. Lessor may enter the Premises and remove the Lessee and its personal property, by force if necessary, without being liable in any manner whatsoever for such acts, and may re-let the Premises as the agent and receive such rent therefore. In such event, Lessee shall be liable to Lessor for any deficiency which may arise by reason of such re-letting during the remainder of the lease term as set forth herein. Lessor may include, without limitation, brokerage commissions and attorney's fees incurred in re-letting the Premises and any and all costs and expenses incurred in renovating or altering space to make it suitable for re-letting in computing Lessor's costs, losses or damages for which Lessee is liable as set forth above, and the proceeds of such re-letting shall be first applied to such costs and expense, then to the payment of Rent and all other indebtedness of Lessee to Lessor hereunder, with the balance, if any, to be held by Lessor to be applied in payment of future Rent and all other such indebtedness as same becomes due and payable throughout the lease term hereunder.

**14. REMEDIES CUMULATIVE.** All of the remedies hereinbefore given to Lessor and all rights and remedies given by law or in equity to Lessor shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time of which under the terms hereof would in the future become due as if there had been no termination, or for any and all sums due at the time, or which under the terms hereof would in the future become due as if there had been no termination, nor shall bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of Lessor's right to obtain possession of the Premises.

**15. EXTENSION OF LEASE.** Lessee is hereby given an option to extend its leasehold interest in the demised Premises for an additional term of five (5) years at the expiration of the term of this Lease, provided that Lessee shall not be in default under any of the terms of this Lease and provided further that Lessee shall give Lessor, prior to the expiration of the term of this Lease, ninety (90) days notice, in writing, of Lessee's desire to procure such new lease. A new lease agreement for the term of such extension shall be unnecessary on such extension, this agreement constituting a present demise for both the original and any extended term.

**16. LEASE CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

**17. PARTIES BOUND.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties, and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed to and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease shall be given by or to anyone thereof, and shall ever have the same force and effect as if given by or all thereof. The word "his" and "him" and "her," wherever stated herein shall be deemed to refer to the "Lessor" and "Lessee" whether such Lessor and Lessee be singular or plural and irrespective of gender. No rights,



however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as herein provided.

**18. SUBORDINATION.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any mortgagee of Lessor. While this paragraph is self-operative, and no further instrument of subordination shall be necessary, Lessee shall, in confirmation of such subordination, upon demand at any time or times, execute, acknowledge and deliver to Lessor or any mortgagee of Lessor any and all instruments requested by either of them to evidence such subordination. Lessee shall, upon demand, at any time or times, execute, acknowledge, and deliver to Lessor or any mortgagee of Lessor, without expense, any and all instruments that may be necessary to make this Lease subordinate to the lien of any mortgagee of Lessor. If a holder of any mortgage of Lessor shall hereafter succeed to the rights of Lessor under this Lease, Lessee shall, at the option of such holder, attorn to and recognize such successor as Lessee's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between each successor Lessor and Lessee, subject to all of the terms, covenants and conditions of this Lease. If Lessee fails at any time to execute, acknowledge and deliver any of the instruments provided for by this paragraph within ten (10) days after Lessor's notice so to do, Lessor, in addition to the remedies allowed by this Lease may execute, acknowledge and deliver any and all of such instruments as the attorney-in-fact of Lessee and in its name, place and stead, and Lessee hereby irrevocably appoints Lessor, its successors and assigns as such attorney-in-fact.

**19. CONDEMNATION.** If the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority.

**20. NOTICES.**

20.1. Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Lessee:

Dalton City School District ~~Public Schools~~  
Attention: Superintendent  
P.O. Box 1408  
Dalton, GA 30722-1408

To Lessor:

City of Dalton  
~~Ty Ross~~ Attn: Jason Parker, City Administrator  
300 W. Waugh Street

Dalton, GA 30720

Such addresses may be changed from time to time by either party by notice to the other.

20.2. Lessee hereby designates and appoints as its agent to receive notice of all dispossession or distraint proceedings the person in charge of or occupying the Premises at the time such notice is given, or, if there is no such person, then such service of notice may be made by attaching it on the main entrance of the Premises.

**21. HOLDING OVER.** In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance). Lessor shall have the option to 1) terminate this Lease by written notice to Lessee or 2) without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future. If Lessor desires to increase the rental payable hereunder for any such upcoming extension term hereof, Lessor shall give Lessee notice of such increased rental at least ten days prior to the commencement of such extension term, and unless Lessee promptly otherwise notifies Lessor, then Lessor and Lessee shall enter in a new lease for such extension term at such increased rental. If Lessee does promptly notify Lessor that Lessee shall not accept such increased rental, then the term of this Lease shall not be extended and shall terminate as set forth herein.

**22. BROKERS.** Lessor and Lessee each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each party further warrants that any compensation arrangement with the parties excepted from the foregoing warranty has been reduced to writing in its entirety in a separate agreement signed simultaneously with or before this Lease by the party against whom the commission or compensation is charged.

**23. NO ESTATE IN LAND.** This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

**24. GOVERNMENTAL REGULATIONS.** Lessee waives the benefit of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

**25. SEVERABILITY.** If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Lessor may terminate this Lease.

**26. CAPTIONS.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

**27. SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors, heirs, legal representatives and assigns.

**28. STATE LAW.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

**29. TIME IS OF THE ESSENCE.** Except as otherwise specifically provided herein, time is of the essence of this Lease.

**30. EXECUTION.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

**31. PEACEFUL POSSESSION.** So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the lease term hereunder peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

**32. DAMAGE TO PREMISES.** If the Premises or Building is damaged by storm, fire, lightning, earthquake or other casualty Lessor shall incur no liability to Lessee and shall have no obligation to restore the Premises to substantially the same condition as before such damage. Lessee shall have the option to terminate this Lease if Lessor elects not to repair such damage.

**IN WITNESS WHEREOF,** the parties hereto have executed these presents the day and year first above written.

**LESSOR:**

**The City of Dalton, Georgia**

\_\_\_\_\_(Seal)  
**Mayor**

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

**LESSEE:**

**Dalton Board of Education**

\_\_\_\_\_(Seal)  
**School Board Chair**

**Attest:** \_\_\_\_\_  
**Its:**





**EXHIBITS “A,” “B,” and “C”**

**Exhibit “D”**

	<b><u>Lessee Portion</u></b>
Carpet cleaning	50%
Cleaning building interior	50%
Elevator & fire alarm inspections	50%
Generator maintenance/repairs	50%
Lawn care	50%
Pest control	50%
Quarterly maintenance HVAC	50%
Repairs to HVAC	50%
Security alarm fee/service	50%
Window/exterior cleaning	50%







## 2010

2/22/2010  
11:09 AM dpa

91

	A	B	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
1	SPACE		Table		Tab chair		Bookcase		File Unit		Cab/Shel		sofa		s l files
2															
3	FLOOR 2														
4	202														
5	232														
6	208														
7	209														
8	211														
9															
10	FLOOR 3														
11	302		4 side										1		
12	306		1 conf		16		2				1				
13	307												1		
14	308		2		8						2				
15	309		1 side								3				
16	309a														
17	314										3				
18	317		1												
19	315														
20	316														
21	318														
22	319														
23	320										4				
24	321		1		5		5								
25	322								1						
26	323														
27	326														
28	327														
29	328		2 side												
30	329		2 odd												
31	333		1				1 odd								
32	334		3 side				1 odd				2		1		
33	335										1				



	A	B	AI	AJ	AK	AL	AM	AN
1	SPACE		marker board		microwave		ref	
2								
3	FLOOR 2							
4	202							
5	232							
6	208							
7	209							
8	211							
9								
10	FLOOR 3							
11	302							
12	306							
13	307							
14	308				1		1	
15	309							
16	309a							
17	314							
18	317							
19	315							
20	316							
21	318							
22	319							
23	320							
24	321		1					
25	322							
26	323							
27	326							
28	327							
29	328							
30	329							
31	333							
32	334						1 small	
33	335							

### EXHIBIT C

All that tract or parcel of land described in that certain Warranty Deed dated May 1, 2001 and recorded in Deed Book 3444, Page 315, Whitfield County, Georgia Land Records, and in that certain Quit Claim Deed dated May 1, 2001 and recorded in Deed Book 3444, Page 321, Whitfield County Georgia Land Records.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-16-19

**Agenda Item:** 2020 Budget

**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:**

2020 Budget as presented at budget hearing.

# **PROPOSED 2020 BUDGET GENERAL FUND**

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**City of Dalton**  
**General Fund 2020 Budget Summary**  
**Proposed 12-4-19**

	<b>Actual</b>	<b>Adopted</b>	<b>Requested</b>	<b>% Change</b>
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	
<b>Revenues</b>				
Taxes	\$ 20,234,545	\$ 19,745,850	\$ 20,306,000	2.84%
Licenses and permits	315,558	317,050	346,500	9.29%
Fines and forfeitures	386,456	380,000	410,000	7.89%
Charges for services	1,451,475	1,546,050	1,424,250	-7.88%
Intergovernmental	107,356	89,300	164,200	83.87%
Miscellaneous	<u>1,013,846</u>	<u>670,600</u>	<u>810,050</u>	<u>20.79%</u>
<b>Total Revenues</b>	<u>23,509,236</u>	<u>22,748,850</u>	<u>23,461,000</u>	<u>3.13%</u>
<b>Expenditures</b>				
Elections	1,390	15,500	-	0.00%
Legislative	125,913	137,320	158,160	15.18%
Administration	372,529	452,910	567,025	25.20%
City Clerk	297,643	313,025	335,875	7.30%
Technology	419,863	672,610	422,385	-37.20%
Finance	657,556	707,990	720,685	1.79%
Municipal Court	403,230	451,270	453,340	0.46%
Human Resources	365,910	408,760	450,060	10.10%
General government - buildings	228,092	768,610	248,500	-67.67%
Fire	8,503,908	9,111,480	9,653,335	5.95%
Police	8,169,054	9,247,670	9,361,265	1.23%
Public Works and infrastructure	7,201,887	7,935,635	8,169,600	2.95%
Recreation Department	3,241,956	3,630,295	4,015,840	10.62%
Payments to other agencies	644,984	717,490	546,645	-23.81%
Contingency	<u>-</u>	<u>150,000</u>	<u>150,000</u>	<u>0.00%</u>
<b>Total Expenditures</b>	<u>30,633,915</u>	<u>34,720,565</u>	<u>35,252,715</u>	<u>1.53%</u>
<b>Other Financing Sources (Uses)</b>				
Sources	11,477,449	11,125,000	11,647,000	4.69%
Uses	<u>(1,887,111)</u>	<u>(650,000)</u>	<u>(1,621,050)</u>	<u>149.39%</u>
<b>Total Other Financing Sources (Uses)</b>	<u>9,590,338</u>	<u>10,475,000</u>	<u>10,025,950</u>	<u>-4.29%</u>
<b>Net Increase (Decrease) Fund Balance</b>	<b><u>\$ 2,465,659</u></b>	<b><u>\$ (1,496,715)</u></b>	<b><u>\$ (1,765,765)</u></b>	
<b>Utilization of Fund Balance</b>		<b><u>\$ 1,496,715</u></b>	<b><u>\$ 1,765,765</u></b>	

**PROPOSED 2020 BUDGETS**  
**DEBT SERVICE FUND**  
**CAPITAL PROJECTS FUND**

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**City of Dalton**  
**Debt Service Fund and Capital Projects Fund**  
**Proposed 2020 Budgets**

	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Capital Projects Bonded Fund</b>	<b>Capital Acquisition Fund</b>
		<b>2007 T-SPLOST</b>	<b>2020 Bond</b>	
<b>Revenues</b>				
Intergovernmental - federal and state	\$ 83,245	\$ -	\$ -	\$ -
Intergovernmental - SPLOST collections	-	352,630	-	-
Interest income	465	-	225,000	49,000
<b>Total Revenues</b>	<b>83,710</b>	<b>352,630</b>	<b>225,000</b>	<b>49,000</b>
<b>Expenditures</b>				
General government and administrative	4,500	-	-	-
Capital expenditures	-	352,630	7,500,000	1,336,250
Cost of issuance	-	-	323,000	-
Debt service - principle & interest	1,197,210	-	-	-
<b>Total Expenditures</b>	<b>1,201,710</b>	<b>352,630</b>	<b>7,823,000</b>	<b>1,336,250</b>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<b>(1,118,000)</b>	<b>-</b>	<b>(7,598,000)</b>	<b>(1,287,250)</b>
<b>Other Financing Sources (Uses)</b>				
Transfers in (out)	1,118,000	-	-	250,000
Debt issuance	-	-	15,000,000	-
<b>Total Other Financing Sources (Uses)</b>	<b>1,118,000</b>	<b>-</b>	<b>15,000,000</b>	<b>250,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,402,000</b>	<b>\$ (1,037,250)</b>

*Please note the 2015 SPLOST Funds are multi-year budgets and not adopted annually*  
*Initial transfer of \$3m into the capital acquisition fund occurred in 2019 to establish fund*

# **PROPOSED 2020 BUDGETS SPECIAL REVENUE FUNDS**

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**City of Dalton**  
**Special Revenue Funds**  
**2020 Proposed Budgets 12/4/20**

	<b>Hotel Motel Tax</b>	<b>Confiscated Assets</b>	<b>Tax Allocation District #1</b>	<b>Tax Allocation District #3</b>	<b>Economic Development</b>	<b>CDBG Grant Fund</b>	<b>Airport Grant Fund</b>
<b>Revenues</b>							
Hotel motel taxes	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	-	-	-	-	-	-
Property taxes	-	-	5,000	-	-	-	-
PILOT payments	-	-	-	-	91,000	-	-
Intergovernmental - federal and state	-	120,000	-	-	-	410,000	1,000,000
Investment earnings	-	1,000	-	-	-	-	-
<b>Total Revenues</b>	<u>1,525,000</u>	<u>121,000</u>	<u>5,000</u>	<u>-</u>	<u>91,000</u>	<u>410,000</u>	<u>1,000,000</u>
<b>Expenditures</b>							
General government	-	-	-	-	-	82,000	-
Housing and development	-	-	5,000	5,000	91,000	298,000	1,050,000
Public safety	-	58,750	-	-	-	-	-
Health and welfare	-	-	-	-	-	30,000	-
Culture, recreation and tourism	1,025,000	-	-	-	-	-	-
<b>Total Expenditures</b>	<u>1,025,000</u>	<u>58,750</u>	<u>5,000</u>	<u>5,000</u>	<u>91,000</u>	<u>410,000</u>	<u>1,050,000</u>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<u>500,000</u>	<u>62,250</u>	<u>-</u>	<u>(5,000)</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>
<b>Other Financing Sources (Uses)</b>							
Transfers in (out)	(500,000)	-	-	5,000	-	-	50,000
<b>Total Other Financing Sources (Uses)</b>	<u>(500,000)</u>	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 62,250</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>