



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 03, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

1. "Georgia Day" - February 12, 2020 - Ms. Dee Anne Adams, D.A.R.

Minutes:

2. Mayor and Council Minutes of January 21, 2020

New Business:

3. (3) 2020 Alcohol Beverage Application Recommendations
4. Police Department Renewal of Federal Equitable Sharing Agreement
5. Fireworks Display Agreement with Pyrotecnico for July 4th Fireworks Show
6. Ordinance 20-03
The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)
7. Ordinance 20-04
The request of Clark Smith to rezone from Light Manufacturing (M-1) to General Commercial (C-2) a tract of land totaling .57 acres located at 616 Glenwood Place, Dalton Georgia. Parcel (12-238-07-010)
8. Board Appointments:
Expired Appointments
Mayoral Appointments
Miscellaneous Appointments

Supplemental Business

Adjournment

PROCLAMATION



GEORGIA DAY FEBRUARY 12, 2020

WHEREAS, The State of Georgia was founded by General James Edward Oglethorpe on February 12, 1733; and

WHEREAS, George Walton, Button Gwinnett, and Lymon Hall each signed the Declaration of Independence on behalf of Georgia, which later became the fourth state to ratify the U.S. Constitution on January 2, 1788; and

WHEREAS, Since its founding 287 years ago, Georgia has grown to over 9 million people and has progressed from a rural state to a commercial, financial and cultural center for the Southeast region; and

WHEREAS, Georgia's magnificent natural beauty from the mountains to the seashore, its many historic wonders and sites, and its distinctive cultural heritage are all reasons to celebrate this great state.

NOW, THEREFORE, BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, hereby proclaim February 12, 2020 as "**GEORGIA DAY**" in the City of Dalton and call upon our citizens to celebrate our state's proud and rich heritage on its 287th anniversary.

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

Mayor _____

Date February 3, 2020

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 21, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

CVB Director Margaret Thigpen made the Mayor and Council aware of (3) upcoming events:

Harlem Globetrotters – January 23rd

Adult softball groups will be at Heritage Point end of January/early February

Golf tournaments – Tunnel Hill and West side Course

Thigpen stated for further information regarding these events one can visit daltonconventioncenter.com.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the agenda with the following amendments:

- (1) Add – SPLOST IGA with Whitfield County
- (2) Add – Service Delivery Strategy Proposal

The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Mayor and Council Regular Meeting Minutes of January 6, 2020, Special Called Meeting Minutes of January 3, 2020 and January 16, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

RENEWAL OF AGREEMENT WITH EMCOR FOR CITY HALL HVAC SERVICE

The Mayor and Council reviewed the Renewal of Agreement with EMCOR for City Hall HVAC Service with an annual cost of \$6,504.00 per year with no increase from the previous year. On the motion of Council member Crews, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

CEMSITES CEMETERY SOFTWARE LICENSE AGREEMENT

The Mayor and Council reviewed the CemSites Cemetery Software License Agreement for GIS mapping and records management of West Hill cemetery. On the motion Council member Goodlett, second Council member Waugh, the Agreement was approved. The vote was unanimous in favor.

TEMPORARY CONSTRUCTION EASEMENT – K2 HOLDINGS, LLC

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Temporary Construction Easement to facilitate replacement and reconstruction of the Crown Mill Pocket Park driveway and associated drainage culverts. The vote was unanimous in favor.

SERVICE DELIVERY AGREEMENT EXTENSION

The Mayor and Council reviewed the Service Delivery Agreement Extension with Whitfield County to extend the existing Service Delivery Strategy until October 31, 2022. The Extension also outlines the following;

- The county will account for the administrative serves for the Special Tax Districts in the amount of \$125,000 annually until the end of 2022
- The county will provide for in-kind paving and milling services at commercial rates for the City of Dalton in an amount of 20% of total County paving, from any source, capped at no more than \$200,000 in value each year for 2020 through 2022
- The City will adopt the 2020 SPLOST Intergovernmental Agreement as previously negotiated

On the motion Council member Waugh, second Council member Crews, the Council authorized Mayor Pennington to enter into the agreement. The vote was unanimous in favor.

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2020 (SPLOST) SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS

On the motion of Council member Waugh, second Council member Harlan, the Council authorized Mayor Pennington to enter into the Intergovernmental Agreement with Whitfield County, City of Dalton, City of Tunnel Hill and the City of Varnell regarding the distribution and use of the proceeds from the SPLOST funds for Capital Projects that will be placed on the May 19, 2020 election for the voters to approve. The vote was unanimous in favor.

BOARD APPOINTMENTS

Expired Appointments

On the motion of Council member Goodlett, second Council member Harlan, the following appointments were approved:

| TYPE | INCOMING MEMBER | TERM | EXPIRATION | NEW EXPIRATION |
|-----------------------|------------------|--------|------------|----------------|
| WC EMS QUALITY REVIEW | PANGLE, TODD | 2 YEAR | 03/01/2019 | 03/01/2021 |
| HOUSING | WOODWARD, GEORGE | 5 YEAR | 10/14/2019 | 10/14/2024 |
| HOUSING | GRUNER, AMERICA | 5 YEAR | 10/14/2019 | 10/14/2024 |
| HOUSING | LAND, BARBARA | 1 YEAR | 12/31/2019 | 12/31/2020 |
| PUBLIC SAFETY | WEAVER, BILL | 5 YEAR | 12/31/2019 | 12/31/2024 |
| RECREATION | WHITTLE, ALLISON | 5 YEAR | 12/31/2019 | 12/31/2024 |
| REGIONAL DEVELOPMENT | GOWIN, KENNY | 1 YEAR | 12/31/2019 | 12/31/2020 |
| WL&SF | KILLINGS, JACKIE | 5 YEAR | 12/31/2019 | 12/31/2024 |
| JOINT DEVELOPMENT | ROBERTSON, FRANK | 1 YEAR | 01/31/2020 | 01/31/2021 |
| JOINT DEVELOPMENT | DAVIES, BILL | 3 YEAR | 01/31/2020 | 01/31/2023 |
| HISTORIC PRESERVATION | FINCHER, REED | 3 YEAR | 02/01/2020 | 02/01/2023 |
| HISTORIC PRESERVATION | GRANILLO, JEFF | 3 YEAR | 02/01/2020 | 02/01/2023 |

The vote was unanimous in favor.

MISCELLANEOUS

On the motion of Council member Harlan, second Council member Goodlett, the following were re-appointed for a (1) year term to expire December 31, 2020.

| Type | Appointment | Current Member | Term | Expiration |
|---------------|-----------------------|-----------------|--------|------------|
| Miscellaneous | Municipal Court Judge | Cowan, Robert | 1 Year | 12/31/2019 |
| Miscellaneous | Fire Marshall | Daniel, Matthew | 1 Year | 12/31/2019 |
| Miscellaneous | City Attorney | Vaughn, Gandi | 1 Year | 12/31/2019 |

The vote was unanimous in favor.

Mayoral Appointments

Mayor Pennington read the following Mayoral Appointments for 2020:

MAYORAL APPOINTMENTS 2020

| Type | Current Member | New Member |
|--|-----------------------|---------------------|
| D/W Charter & Consolidation Committee | Crews, Gary | Crews, Gary |
| Land Bank Authority | Crews, Gary | Crews, Gary |
| TAD Policies Committee | Crews, Gary | Crews, Gary |
| WL&SF Commission | Crews, Gary | Crews, Gary |
| Housing Authority | Goodlett, Tyree | Goodlett, Tyree |
| Public Works & Facilities Committee | Goodlett, Tyree | Goodlett, Tyree |
| Solid Waste Management Authority | Goodlett, Tyree | Goodlett, Tyree |
| Tree Board | Goodlett, Tyree | Goodlett, Tyree |
| Technology Committee | Wood, Denise | Goodlett, Tyree |
| Building Authority | Harlan, Annalee | Harlan, Annalee |
| Downtown Dalton Development Authority | Harlan, Annalee | Harlan, Annalee |
| Municipal Court Committee | Harlan, Annalee | Harlan, Annalee |
| Public Safety Commission | Harlan, Annalee | Harlan, Annalee |
| Service Delivery Committee | Harlan, Annalee | Harlan, Annalee |
| Trade Center Authority | Harlan, Annalee | Harlan, Annalee |
| Public Works & Facilities Committee | Wood, Denise | Harlan, Annalee |
| Pension Board | Goodlett, Tyree | Harlan, Annalee |
| Pension Board | Mock, Dennis | Pennington, David |
| Building Authority | Mock, Dennis | Pennington, David |
| Solid Waste Management Authority | Mock, Dennis | Pennington, David |
| Recreation Commission | Crews, Gary | Waugh, Derek |
| Joint Development Authority | Mock, Dennis | Waugh, Derek |
| Airport Authority | Wood, Denise | Waugh, Derek |
| Keep Dalton-Whitfield Clean & Beautiful Commission | Wood, Denise | Waugh, Derek |
| Land Bank Authority | Wood, Denise | Waugh, Derek |
| MPO Policy Committee | Wood, Denise | Waugh, Derek |
| Finance & Administration | All Council Members | All Council Members |
| Finance & Administration | Mock, Dennis | Pennington, David |
| Creative Arts Guild | New Appointment | |
| Library Board | New Appointment | |
| Regional Development Commission | Gowin, Kenny | Gowin, Kenny |
| Mayor Pro Tem | Wood, Denise | |

01/21/20

EXECUTIVE SESSION - PERSONNEL MATTERS

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council adjourned into Executive Session to discuss personnel matters at 6:20 p.m.

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council adjourned out of Executive Session 6:53 p.m. No Action was taken.

Mayor and Council
Minutes
Page 5
January 21, 2020

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:54 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 02/03/2020
Agenda Item: 2020 Alcohol Applications
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

(3) Alcohol Application Recommendations by the Public Safety Commission on their 01-28-20 meeting.

2020 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY JANUARY 28, 2020
M&C MONDAY FEBRUARY 3, 2020

(3) 2020 ALCOHOL APPLICATION

1. Business Owner: Big's Axe Throwing, LLC
d/b/a: Big's Axe Throwing, LLC
Applicant: Roger Paul Melendrez, Jr.
Business Address: 825 Chattanooga Ave, Suite 13
Type: Pouring Beer
Disposition: **New**

2. Business Owner: Amtaj Enterprise, Inc
d/b/a: La Providencia
Applicant: Amin Tajuddin
Business Address: 1300 Underwood St
Type: Package Beer
Disposition: **New**

3. Business Owner: MM&VE Investment, LLC
d/b/a: El Sabor de la Patrona
Applicant: Maria V. Estrada
Business Address: 603 Flemming St
Type: Pouring Beer, Pouring Wine, Pouring Liquor
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/03/20

Agenda Item: Police Department renewal of Federal Equitable Sharing Agreement

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? N/A

Cost: \$0

Funding Source if Not in Budget EnterSource

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

The Dalton Police Department would like to request a renewal of the Federal Equitable Sharing Agreement between the US Department of Justice, Department of Treasury and Dalton Police Department.

William C Cason III
Chief of Police
www.daltonpd.com
www.cityofdalton-ga.gov/police



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

DALTON POLICE DEPARTMENT

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

January 29, 2020

Mayor and Council of Dalton
300 W Waugh St
Dalton, GA 30720

Dear Mayor and Council,

Please accept this letter as a request to renew the Federal Equitable Sharing Agreement between the United States Department of Justice and Department of Treasury and the City of Dalton Police Department. This agreement renews our participation in the Federal Asset Forfeiture Program.

The attached agreement includes our certification of compliance with all relevant rules of the agreement as well as a log of all revenues and expenditures for the past year. Proceeds and expenditures from all federal asset forfeitures are administered through the City of Dalton Confiscated Fixed Assets budget.

Please contact me if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read "Cliff Cason".

Cliff Cason
Chief of Police

Attachment: Equitable Sharing Agreement and Certification

cc: Public Safety Commission Packet February 2020



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA1550100
Agency Name: Dalton Police Department
Mailing Address: 301 Jones St
Dalton, GA 30720

Type: Police Department

Agency Finance Contact

Name: Brown, Alethea
Phone: 7062789085 **Email:** abrown@cityofdalton-ga.gov

Jurisdiction Finance Contact

Name: Brown, Alethea
Phone: 7062789085 **Email:** abrown@cityofdalton-ga.gov

ESAC Preparer

Name: Brown, Alethea
Phone: 7062789085 **Email:** abrown@cityofdalton-ga.gov

FY End Date: 12/31/2019

Agency FY 2020 Budget: \$9,361,265.00

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds ¹

Treasury Funds ²

| 1 | Beginning Equitable Sharing Fund Balance | \$0.48 | \$26,869.38 |
|---|---|--------|-------------|
| 2 | Equitable Sharing Funds Received | \$0.00 | \$0.00 |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 | Other Income | \$0.00 | \$0.00 |
| 5 | Interest Income | \$0.00 | \$202.24 |
| 6 | Total Equitable Sharing Funds Received (total of lines 1-5) | \$0.48 | \$27,071.62 |
| 7 | Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 | Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small> | \$0.48 | \$27,071.62 |

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

| a | Law Enforcement Operations and Investigations | \$0.00 | \$0.00 |
|---|--|---------------|---------------|
| b | Training and Education | \$0.00 | \$0.00 |
| c | Law Enforcement, Public Safety, and Detention Facilities | \$0.00 | \$0.00 |
| d | Law Enforcement Equipment | \$0.00 | \$0.00 |
| e | Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00 | \$0.00 |
| f | Contracts for Services | \$0.00 | \$0.00 |
| g | Law Enforcement Travel and Per Diem | \$0.00 | \$0.00 |
| h | Law Enforcement Awards and Memorials | \$0.00 | \$0.00 |
| i | Drug, Gang, and Other Education or Awareness Programs | \$0.00 | \$0.00 |
| j | Matching Grants | \$0.00 | \$0.00 |
| k | Transfers to Other Participating Law Enforcement Agencies | \$0.00 | \$0.00 |
| l | Support of Community-Based Programs | \$0.00 | \$0.00 |
| m | Non-Categorized Expenditures | \$0.00 | \$0.00 |
| n | Salaries | \$0.00 | \$0.00 |
| | Total | \$0.00 | \$0.00 |

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Walcott, Alex**Company:** Estes & Walcott**Phone:** 17065290749**Email:** alex@esteswalcott.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: N/A

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- 1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- 3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Cason, Cliff
Title: Chief
Email: ccason@cityofdaltonga.gov

Signature: Walter C. Cason Date: 1-29-20

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pennington, David
Title: Mayor
Email: dpennington@cityofdaltonga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 2-3-2020
Agenda Item: July 4th Fireworks Bid
Department: Dalton Parks and Recreation
Requested By: Mike Miller
Reviewed/Approved by City Attorney? Yes/No
Cost: \$23,000
Funding Source if Not in Budget 2020 Recreation Budget

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

This is the 2020 July 4th Fireworks Bid.

The Industry has change a lot over the past few years. There are more government regulations on explosives and a shrinking number of qualified techs to shoot the show.

This year we only had one bidder. Last year's low bid back out on us in April and we scrambled to find another company. We did and they backed out too. Pyrotecnico came in to save the day in early June.

Pyrotecnico is the sole bidder. The company who backed out on us last year sent a letter stating they would not bid. Zambelli called to decline a bid. Two other companies used in the past have gone out of business.

We are requesting approval of this bid for \$23,000. The pre-show advance of \$12,570 is due February 15, 2020.

This is a 2020 budgeted item. There is no budget amendment needed.

Contract has been approve by the City Attorney.



EOI FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT (“Agreement”) is made effective as of the later of the dates set forth below the signatures below (“Effective Date”) by and between Pyrotecnico Fireworks Inc. (“Pyrotecnico”) and **City of Dalton, GA** (“Sponsor”), sometimes referred to individually as “Party” or collectively as “Parties.” In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

| | |
|--|--|
| Scope of services to be provided by Pyrotecnico (“Services”): | Aerial Fireworks Display |
| Date(s) of Show (to be filled in by Sponsor): | July 4, 2020 |
| Rain Date(s) of Show (if negotiated - to be filled in by Sponsor): | July 5, 2020 |
| Base Contract Price to be paid to Pyrotecnico for providing the Services (“Compensation”): | \$25,000.00 (*includes \$70.00 permit fees) |
| DISCOUNTED EARLY OFFER COMPENSATION AMOUNT: | \$23,000.00 (*includes \$70.00 permit fees) |
| DISCOUNTED CONTRACT DUE DATE: | January 15, 2020 |
| Pre-Show Advance: | \$12,570.00 |
| Pre-Show Advance Due Date: | February 15, 2020 |
| Payment Terms: | N/A |
| Postponement Fee: | \$6,320.00 |
| Cancellation Fee: | \$18,820.00 (Breakout = \$12,570.00 Pre-Show Advance + an additional payment of \$6,250.00 for a total of \$18,820.00) |

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

DISCOUNTED, EARLY ORDER INCENTIVE TERMS:

The proposed Agreement is offered as part of Pyrotecnico’s Early Order Incentive Program. It provides a discount from our 2020 price increases to prior Sponsors.

In order to receive the discount rate state above, Sponsor must do all of the following:

1. **Sign and return this contract to Pyrotecnico on or before the “Discounted Contract Due Date” above AND**
2. **Pay to Pyrotecnico the Pre-Show Advance in the amount and by the due date listed above.**

If Sponsor does not fully satisfy these terms by the deadline dates, the Discount is withdrawn and this will remain a contract for the Base Contract Price.

Please note that ALL Sponsor-inserted rain dates are subject to approval by Pyrotecnico.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by EFT (Electronic Funds Transfer) to Pyrotecnico at PO Box 149, New Castle, PA 16103.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.



DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F) removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.



In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.



ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: PO Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed agreement for the certificate of insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Show Date: _____ Show Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location and Address: _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED 5-PAGE AGREEMENT TO****

FAX: +1.724.652.1288 (Attn: Mary Killingsworth)

EMAIL: mkillingsworth@pyrotecnico.com



INVOICE

Remit Check to:

Pyrotecnico Fireworks, Inc.

PO Box 64588

Pittsburgh, PA 15264-5844

(724) 652.9555

Date: January 22, 2020

INV #: SO-C41459

Bill to: City of Dalton, GA
904 Civic Drive
Dalton, GA 30721

| Description | Amount |
|--|---------------|
| July 4, 2020 Fireworks Display | \$23,000.00 |
| July 5, 2020 Rain Date | |
| Pre-Show Advance due February 15, 2020 | \$12,570.00 |

We also accept ACH & wire payments:

ACH:

Account Number: 6004720221

Routing Number: 043300738

WIRE:

PNC Bank, 500 First Avenue, Pittsburgh, PA 15219

ABA: 043000096

Account Number: 6004720221

SWIFT Code: PNCCUS33

CITY OF DALTON
COMPETITIVE SEALED BID
 (Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: Dalton Parks and Rec.
Date of Bid Opening : 01.13.2020
Place of Bid Opening: FINANCE DEPT.
Time of Bid Opening: 2:00 PM
Dates Advertised: _____

Description of item bid: 2020 JULY 4TH FIREWORKS SHOW

| Vendor | Bid Amount | Bid Bond Included | E-Verify Affidavit | Comments |
|-------------|-------------|-------------------|--------------------|----------|
| PYROTECNICO | \$25,000.00 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Witnessed By: _____
Finance Department: *Randall*
Department: *Rosa Walker*
Date: 1/13/20
Comments: _____

Awarded To: _____
In The Amount Of: _____
Date: _____



PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

City of Dalton Parks and Recreation Department
Dalton, GA
July 4, 2020





OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Bob Ross - Chief Operating Officer - bross@pyrotecnico.com

With 22 years of experience, Bob oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Director of Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Justin Pruett - Show Producer - jpruett@pyrotecnico.com

Justin services client accounts, making sure that all aspects of your program are completed in a timely manner.

Mary Killingsworth - Sales Coordinator - mkillingsworth@pyrotecnico.com

Mary aids Justin in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL

**Client:**

City of Dalton Parks & Recreation Department
Dalton, GA

Event Date: July 4, 2020

Prepared for: Mr. Greg Walker, Superintendent of Recreation

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

- 20 3-inch Assorted Color Changing Star Shells
- 12 4-inch Assorted Color Changing Star Shells
- 10 5-inch Assorted Color Changing Star Shells

42 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 172 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

- 144 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

- 120 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

- 60 6-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight

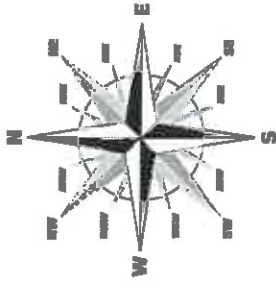
496 Total Body Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

| | |
|-----|-----------------------------------|
| 120 | 3-inch Titanium Salutes |
| 200 | 3-inch Assorted Color Star Shells |
| 48 | 4-inch Assorted Color Star Shells |
| 30 | 5-inch Assorted Color Star Shells |
| 398 | Total Finale Shells |





City of Dalton

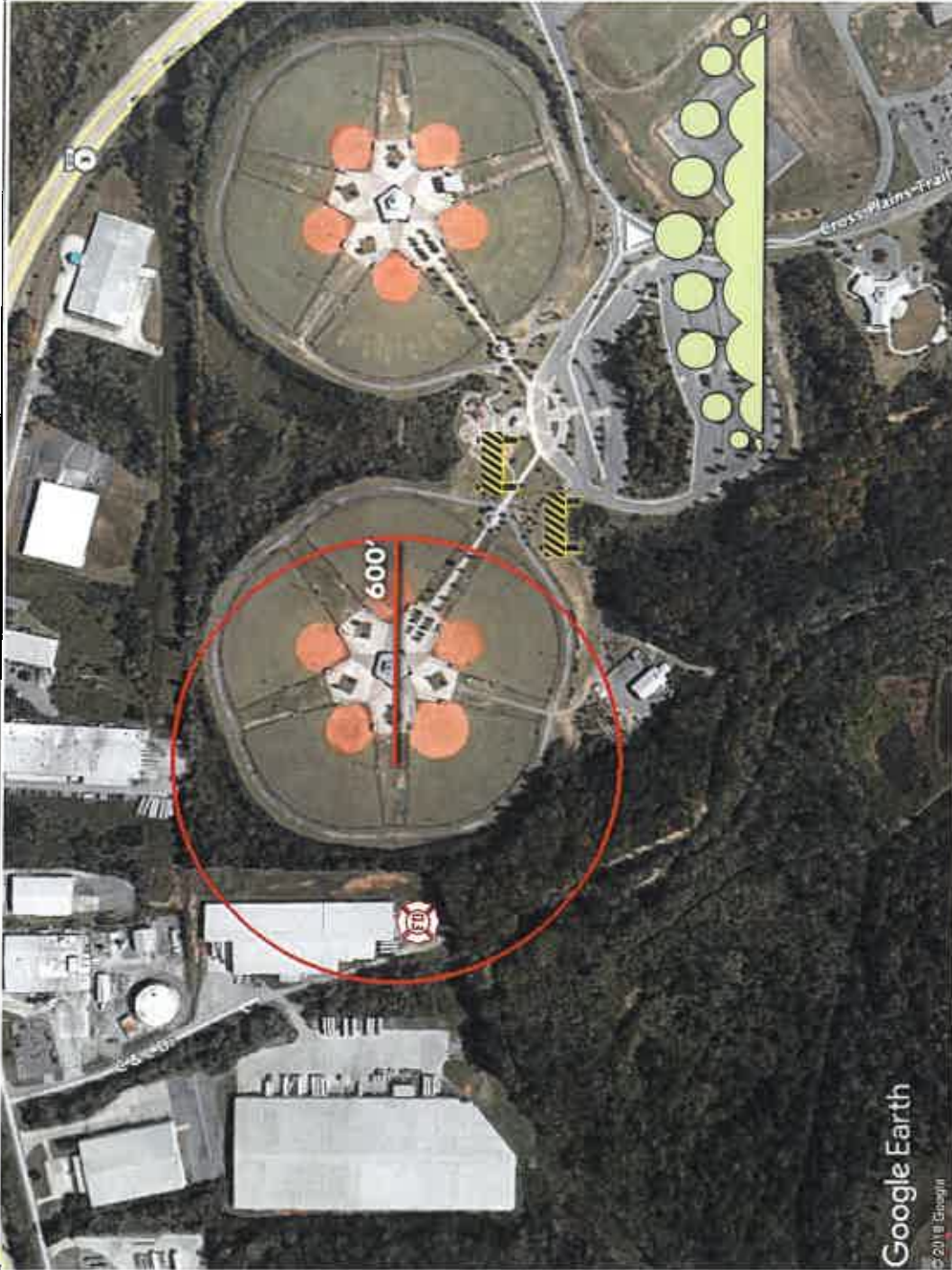
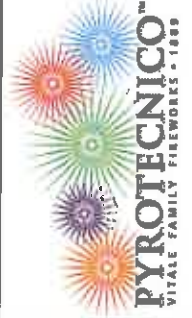
Heritage Point Regional Park
 1275 Cross Plains Trail
 Dalton, GA 30721

REVISED DATE: 01.03.2020

DRAWN BY:
 Justin Pruett

NOTES:

Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.



Google Earth
 © 2018 Esri

- Audience - Radius

- Fire

- Closed

*** All affected structures vacant during display**

600' Safety Fall Out Radius

- Safety Fallout Zone

6" Maximum Device Per Pyrotecnico 100' Per Inch Policy



Ralph T. Hudgens

State of Georgia
Office of
Georgia Safety Fire Commissioner

No. 0332

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

Pyrotecnico
P.O. Box 149
New Castle, PA. 16103

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Date Issued: November 26, 2019
Expiration Date: December 31, 2020

Regulatory Fee: \$1,500.00

OPERATORS

See List

By: Benjamin Crawford
Safety Fire Commissioner/Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|------------------------------------|
| PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114 | CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com | | FAX (A/C No.): 216-658-7101 |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED 2299 Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103 | INSURER A: Everest Indemnity Insurance Co. | | NAIC # 10851 |
| | INSURER B: Everest National Insurance Company | | 10120 |
| | INSURER C: Maxum Indemnity Company | | 26743 |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 2135754239 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|-------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC | | | SI8ML00891-191 | 1/14/2019 | 1/14/2020 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$500,000 |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COM/POP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | SI8CA00141-191 | 1/14/2019 | 1/14/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EXC8030375 | 1/14/2019 | 1/14/2020 | EACH OCCURRENCE | \$4,000,000 |
| | | | | | | | AGGREGATE | \$4,000,000 |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| C | Excess Liability #2 | | | EXC8034019 | 1/14/2019 | 1/14/2020 | Each Occurrence | \$5,000,000 |
| | | | | | | | Aggregate | \$5,000,000 |
| | | | | | | | Total Excess Limits | \$9,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|-----------------------------|--|
| Proof of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420 | CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID # | | | | | | | | | | | | | | |
|---|---|--|-------------------------------|--------|---------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Pennsylvania Insurance Co.</td> <td>21962</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Pennsylvania Insurance Co. | 21962 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Pennsylvania Insurance Co. | 21962 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Pyrotecnico Fireworks, Inc. dba Pyrotecnico PO Box 149 New Castle, PA 16103-0149 CTL 1273 1542605 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------|----------|-----------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | Y/N Y | N/A | 82-872096-04-17 | 06/07/2019 | 06/07/2020 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Evidence of Coverage PO Box 149 New Castle, PA 16103-0149 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  62533 |
|--|---|

DETAILS

\$24,930.00 Aerial Fireworks Display
\$70.00 Permit Application Fee

GRAND TOTAL

\$25,000.00

Should the signed Agreement be received by Pyrotecnico by January 15, 2020, a \$2,000.00 discount shall be applied for a Grand Total of \$23,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
 •On average, shells will reach 100' of elevation for every inch in shell diameter.
 (Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Justin Pruett | Show Producer
800. 854. 4705 (Office)
803. 271. 5944 (Cell)





January 7, 2020

City of Dalton – Finance Department
300 W. Waugh St.
Dalton, GA 30720

RE: “Dalton Parks – Fireworks RFP”

To Whom It May Concern;

We would like to thank you and the City of Dalton for giving us the opportunity to present a proposal for your 2020 Fireworks Display; however, we regret that we will be unable to bid or propose services for the above RFP. We take pride in our craft and customer service, and with the upcoming 2020 Independence Day falling on a weekend, we are giving our previous customers first option for the 3rd and 4th dates. Please keep us in mind for future proposals, but at this time, we cannot in good conscious bid the above RFP. Thanks in advance for your time.

Sincerely,

Danielle McWhorter
Southeast Regional Administrator

J&M Displays

2083 Helms Road Dothan, AL 36301
866-535-PYRO
www.jandmdisplays.com



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2/3/2020

Agenda Item: The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)

Department: Planning and Zoning

Requested By: Ethan Calhoun

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:

See attached staff analysis and presentation

CITY OF DALTON
ORDINANCE
Ordinance No. 20-03

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From High Density Residential (R-7) To Rural Residential (R-5) Being A Tract of Land Totaling 3.0 Acres Located At Lance Street and Richardson Street (Parcel No. 12-199-25-001); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Greg Sims and John Forshner (Owner) have filed an application with the City to rezone property located at Lance Street and Richardson Street (Parcel No. 12-199-25-001);

WHEREAS, the Property is currently zoned High Density Residential (R-7);

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on July 22, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council;

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 Lance Street and Richardson Street identified as Parcel No. 12-199-25-001 is hereby rezoned from High Density Residential (R-7) to Rural Residential (R-5).

-3-

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

necessary to effectuate the rezoning of the Property as approved herein.

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

**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: July 31, 2019

SUBJECT: The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Bryan Spence, with power of attorney.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Mr. Calhoun from the Planning Commission.

Bryan Spence represented the petitioner with staff-confirmed power of attorney. Mr. Spence stated that the staff analysis accurately explained his proposed plan for the subject property and that he would be the developer if the requested rezoning is approved. Chairman Lidderdale asked Mr. Spence if these lots were fifty feet wide and Mr. Spence affirmed that they were. Mr. Spence stated that the single-family detached dwellings proposed would each be approximately 1,500-1,600 square feet in size.

With no other comments heard for or against this hearing closed at 6:36

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Mr. Thomas then made a motion to recommend the R-5 rezoning based on his agreement with the content of the staff analysis. Mr. Sanford seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

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

ZONING CASE: Greg Sims and John Forshner are seeking to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land (parcel 12-199-25-001) containing 3.00 acres and located at the corner of Lance and Richardson Street. The tract is currently undeveloped. The rezoning request to R-5 is sought to serve a single purpose on the site: create an R-5 zone district in order to permit the creating of approximately twelve new buildable tracts for the construction of single family detached dwellings.

The surrounding uses and zoning are as follows: 1) To the north, are three tracts zoned Medium Density Single Family Residential R-3 that each contain a single family dwelling; 2) To the east, across Richardson Street are five tracts zoned R-3 where all but one contain a single family dwelling; 3) To the south, are two tracts of which one is zoned R-7 , 4) To the west, are five adjacent tracts of which four are zoned R-3 and one R-7. Three out of the five western adjacent tracts contain a single family dwelling. All in all, a review of the zoning map shows the subject property to be flanked by C-2 zoned tracts along the majority of its boundary with the exception of the northern adjacent tract. Land uses in this area appear to be a mix of single-family and general commercial with no clear pattern.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

In this area there is a significant and consistent pattern of, almost entirely, residential development. The residential development in this area does, however, vary in character from single family detached to multi family apartments. The most common zone districts in this vicinity are Medium Density Single Family Residential R-3 and High Density Residential R-7. While R-3 permits a similar lot size as R-5, R-3 only permits site built single family detached dwellings while R-5 permits manufactured homes, single family detached site build dwellings and duplexes. It is worth stating that R-5, in any form, would be significantly less dense than the current R-7 zoning of the subject property.

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

Since the subject property is already zoned for the most intensive residential zone district there is no expectation that zoning the property to a lesser residential zone district would have any negative economic impact on 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.

Based on the existing development in this area along with the zoning the subject property is not improperly zoned as it is. The subject property is, however, well-suited for the proposed rezoning given the fact that it would limit the amount of density on the subject property more than what is currently permitted.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the

public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

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

If the subject property is rezoned from R-7 to R-5 there would be a significant reduction in achievable density on the property which would reduce potential impacts to public infrastructure. Although each of the proposed lots will require an individual street entrance, the accessible streets are local collector streets where traffic is moving slow and viability is good.

(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 future development map marks this property within the Suburban Neighborhood character area. The Suburban Neighborhood character area describes areas where conventional patterns of post-World War II suburban residential subdivision development have been the dominant pattern. In addition to conventional subdivisions, some multi-family uses are present in this character area. Neighborhoods tend to be characterized by low pedestrian orientation, larger lot sizes, high to moderate degree of building separation, and are predominantly residential with scattered civic buildings and varied street patterns (often curvilinear) that include cul-de-sacs. The primary development pattern should accommodate infill development that compliments the scale, setback and style of existing adjacent homes. Primary land use in this character area should be single family residential.

(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.

None identified. This rezoning would shrink the R-7 district and create an R-5 district. R-5 and R-3 share characteristics which means that this would not qualify as spot zoning.

(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.

Aside from some topographical variation on the subject property there are no major inhibitors such as flood zones that would prohibit development. Richardson Street was recently upgraded to better accommodate stormwater and two-way traffic as well.

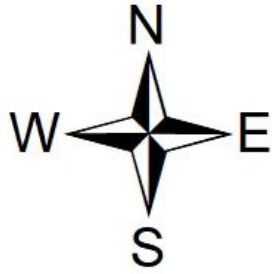
CONCLUSION:

Staff can give a recommendation for the proposed R-5 rezoning based on the following factors:

- 1) Single family dwellings are typical in this area and the proposed lot size for this development are similar to many existing lots in this area.

- 2) Since the subject property is planned to be developed for single family dwellings that are reflective of the existing properties nearby, there is no concern for negative affect on property values.
- 3) No burden on public infrastructure is expected and the property can be accessed and exited safely for residential use.

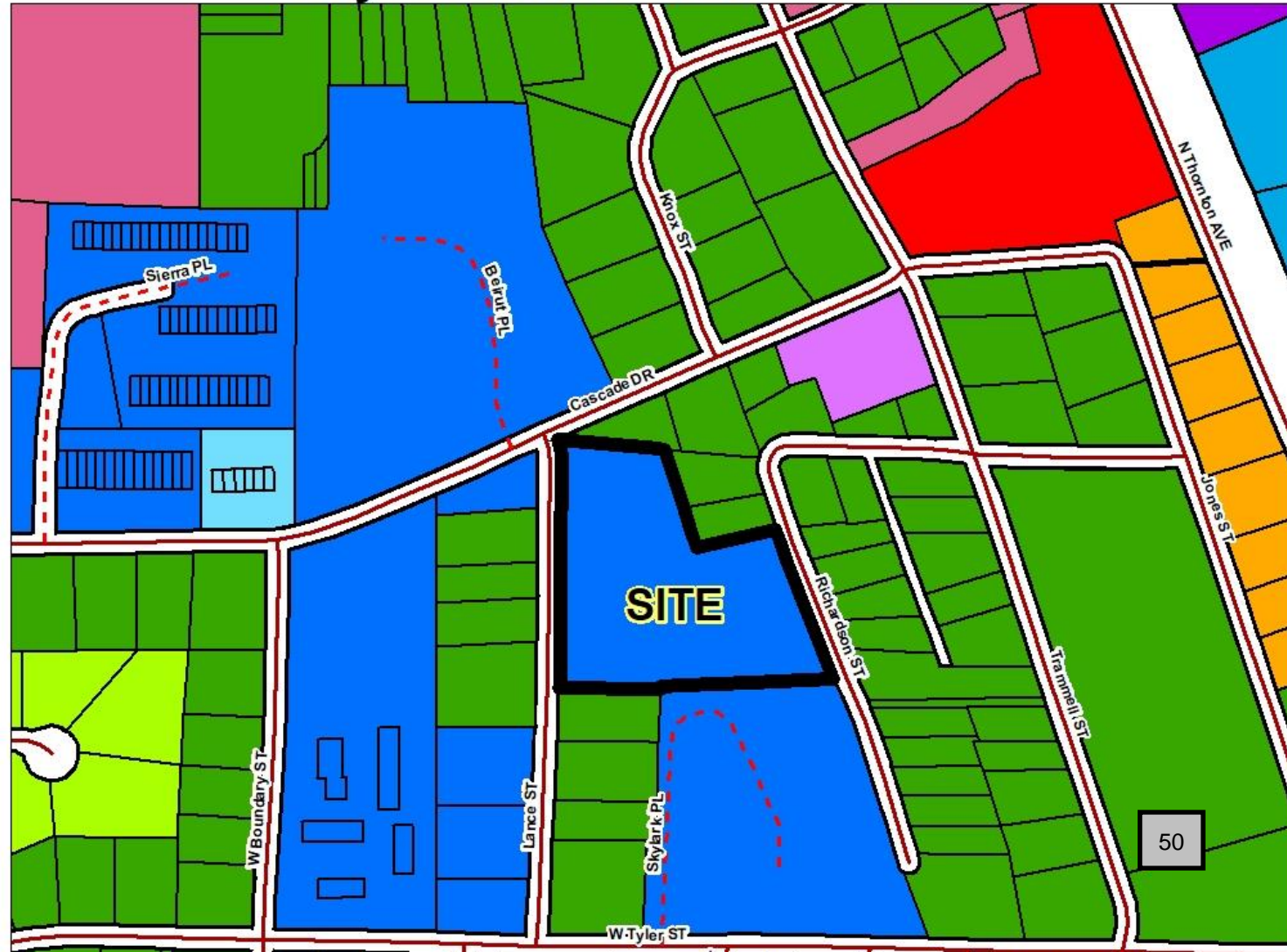
Sims/Forshner Rezoning Request R-7, High Density Residential to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

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

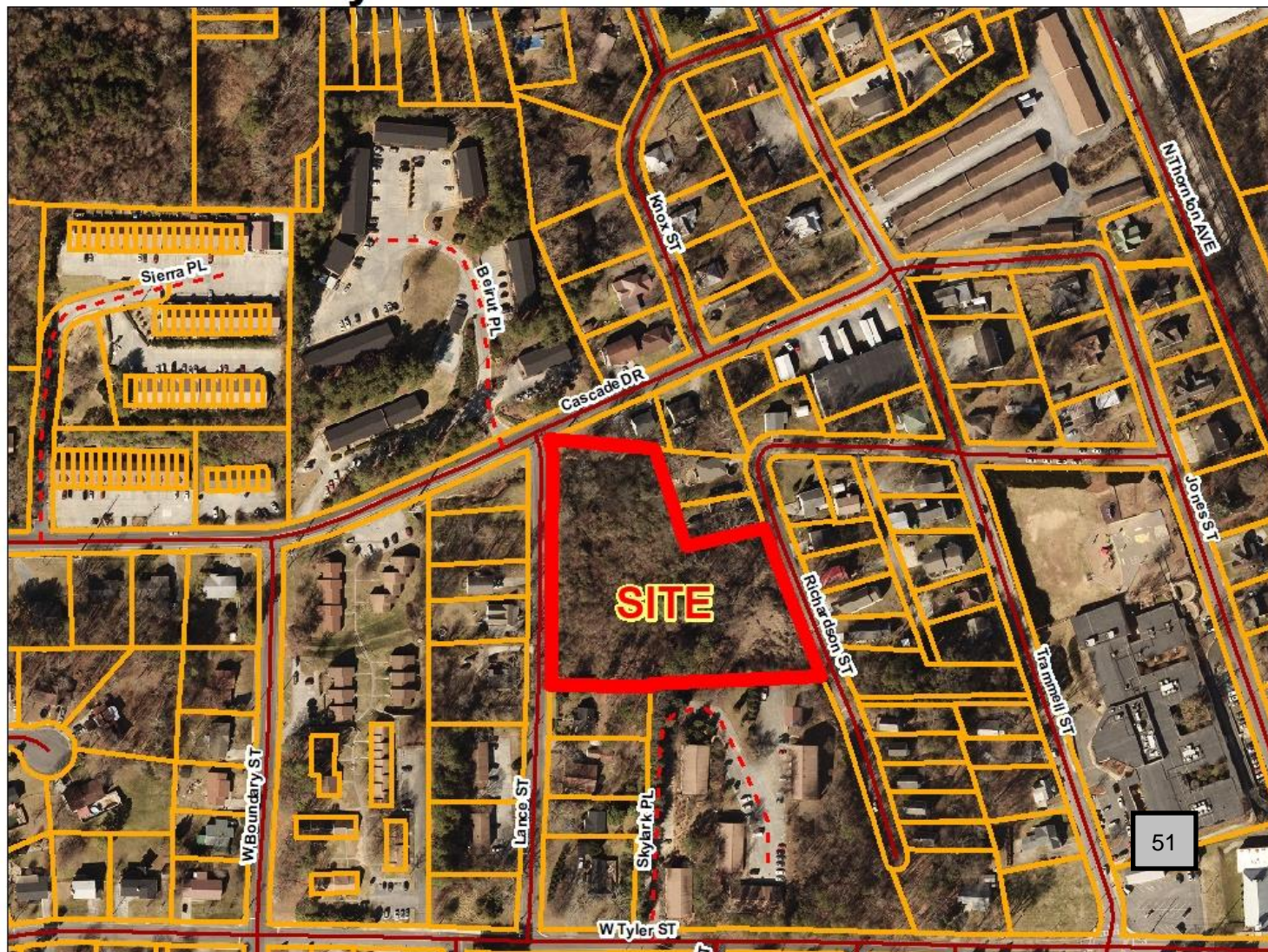
FEET
250



**Sims/Forshner Rezoning Request
R-7, High Density Residential
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
250**

A solid black horizontal bar representing a scale of 250 feet.

Sims/Forshner Rezoning Request

R-7, High Density Residential

to

R-5, Rural Residential

City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Medical District
-  Suburban
-  Town Neighborhood
-  Town Neighborhood Revitalization

FEET
250



THIS BOX RESERVED FOR THE CLERK OF SUPERIOR COURT



GRID NORTH
GA WEST
(SURVEY NOTE 6)

FINAL ACCURACY AND DESIGN CERTIFICATE

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

MITCHELL LOWERY GEORGIA RLS# 3109 DATE _____

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

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

DALTON UTILITIES: _____ DATE: _____

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

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

DALTON UTILITIES: _____ DATE: _____

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT FIRE HYDRANTS AND WATER MAINS SERVING THE LOTS ON THIS FINAL PLAT HAVE BEEN INSTALLED AND FLOW REQUIREMENTS FOR THE FIRE HYDRANTS HAVE BEEN MET IN ACCORDANCE WITH THE REQUIREMENTS OF THE WHITFIELD COUNTY BUILDING CODE FOR FIRE HYDRANT AND WATER SUPPLY REQUIREMENTS.

WHITFIELD COUNTY FIRE CHIEF: _____ DATE: _____

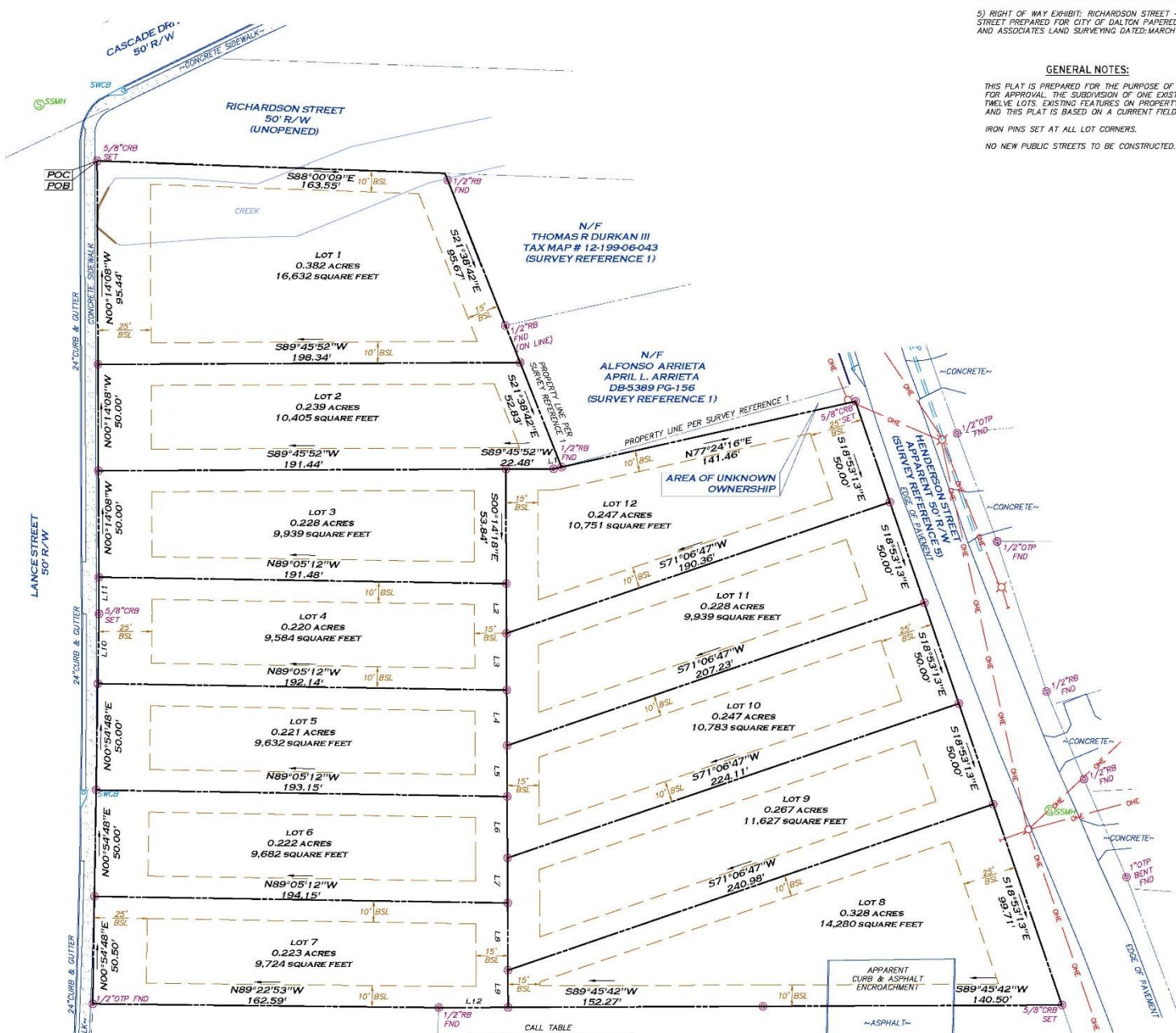
CERTIFICATE OF APPROVAL FOR RECORDING (MINOR SUBDIVISION)

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

DATE _____ AUTHORIZED REPRESENTATIVE _____

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL, OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUSTAINABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA SURVEYING BOARD.



CALL TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S77°24'16"W | 3.80' |
| L2 | S00°14'18"E | 23.32' |
| L3 | S00°14'18"E | 26.69' |
| L4 | S00°14'18"E | 26.08' |
| L5 | S00°14'18"E | 23.93' |
| L6 | S00°14'18"E | 26.84' |
| L7 | S00°14'18"E | 23.77' |
| L8 | S00°14'18"E | 31.60' |
| L9 | S00°14'18"E | 17.42' |
| L10 | N00°54'48"E | 32.77' |
| L11 | N00°14'08"W | 12.24' |

5) RIGHT OF WAY EXHIBIT: RICHARDSON STREET - HENDERSON STREET PREPARED FOR CITY OF DALTON PAPERED BY LOWERY AND ASSOCIATES LAND SURVEYING DATED: MARCH 7, 2018.

GENERAL NOTES:

THIS PLAT IS PREPARED FOR THE PURPOSE OF SUBMITTING FOR APPROVAL THE SUBDIVISION OF ONE EXISTING LOT INTO TWELVE LOTS. EXISTING FEATURES ON PROPERTY ARE SHOWN AND THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
IRON PINS SET AT ALL LOT CORNERS.
NO NEW PUBLIC STREETS TO BE CONSTRUCTED.

- VICINITY MAP**
- SURVEY NOTES**
- 1) PROPERTY SHOWN HEREON WAS SURVEYED MAY 17, 2019.
 - 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 95,176" WITH AN ANGULAR ERROR OF 3.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
 - 3) A SOKKIA SX TOTAL STATION, TOPCON SR GPS RECEIVER, CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
 - 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 100,000+.
 - 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE NO. 13313001360, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 19, 2007, FOR COMMUNITY NUMBER 130194, IN WHITFIELD COUNTY, GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 - 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TRIPCON HIPER SR GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY EARL DUDLEY. THE RELATIVE POSITION ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3 NATIONAL STANDARD SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .07 VERTICAL AT THE 95% CONFIDENCE LEVEL.
 - 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
 - 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESITES, AND BURIAL GROUNDS AT TIME OF SURVEY.
 - 9) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED RECORD IN DEED BOOK 774, PAGE 293, WHITFIELD COUNTY RECORDS.

OWNERS INFORMATION

BRIAN SPENCE
PHONE: (706)-847-6995
EMAIL: BSPENCE_101@YAHOO.COM

BUILDING SETBACKS

FRONT: 25'
REAR: 15'
SIDE: 10'

LEGEND

- PROPERTY LINE
- OVERHANG/WINING
- RECORD CALLS
- BUILDING SETBACK LINE
- BUILDING SETBACK LINE
- B.S.L.
- SANITARY SEWER MANHOLE
- DROP INLET
- SWCB
- DOUBLE-WING CATCH BASIN
- DWCB
- JUNCTION BOX
- REBAR
- CRB
- CONCRETE R/W MONUMENT
- CRW
- OPEN TOP PIPE
- FND
- FOUND



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2/3/2020

Agenda Item: The request of Clark Smith to rezone from Light Manufacturing (M-1) to General Commercial (C-2) a tract of land totaling .57 acres located at 616 Glenwood Place, Dalton Georgia. Parcel (12-238-07-010) (City)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See other attachments

CITY OF DALTON
ORDINANCE
Ordinance No. 20-04

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Light Manufacturing (M-1) To General Commercial (C-2) Being A Tract Of Land Totaling 0.57 Acres Located At 616 Glenwood Place Identified As Parcel No.: 12-238-07-010; To Provide An Effective Date; And For Other Purposes.

WHEREAS, Clark Smith (Owner) has filed an application with the City to rezone property described as 616 Glenwood Place identified as Parcel No.: 12-238-07-010 (the Property);

WHEREAS, the Property is currently zoned Light Manufacturing (M-1);

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 January 27, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 616 Glenwood Place identified as Parcel No.: 12-238-07-010 (the Property) is hereby rezoned from Light Manufacturing (M-1) 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 Council person _____, second by Council person _____ 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-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: January 29, 2020

SUBJECT: The request of Clark Smith to rezone from Light Manufacturing (M-1) to General Commercial (C-2) a tract of land totaling .57 acres located at 616 Glenwood Place, Dalton Georgia. Parcel (12-238-07-010) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on January 27, 2020 at 6:00 p.m. at the Wells Fargo fifth floor, Commissioner's Chambers, 201 S. Hamilton St. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Clark Smith.

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. There were no further questions for Mr. Calhoun.

Clark Smith began by describing a history of the Glenwood Place corridor and associated development. He described his building and need for a conforming zone district in order to re-occupy vacant space within the building. Some discussion occurred regarding the longstanding use of the subject property for retail and office space.

With no other comments heard for or against, this hearing closed at 7:13

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Mr. Thomas then made a motion to recommend an approval for the C-2 rezoning. Mr. Sanford seconded the motion and a unanimous recommendation to approve the requested C-2 rezoning followed, 4-0.**

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

ZONING CASE: Clark Smith is seeking to rezone from Light Manufacturing (M-1) to General Commercial (C-2) a tract of land (parcel 12-238-07-010) containing a total of 0.57 acres located at 616 Glenwood Place. The tract is currently developed with a small commercial structure with several store fronts. The rezoning request to C-2 is sought to serve the purpose of allowing the petitioner to utilize the property for commercial retail/services rather than manufacturing:

The surrounding uses and zoning are as follows: 1) to the north, is a larger tract containing a larger manufacturing-style structure zoned M-1; 2) to the east, across Glenwood Place, is a small commercial office building zoned C-2; 3) to the south, is another small commercial/light manufacturing structure zoned M-1; 4) To the west, is a large lot utilized primarily for truck parking that also contains a small light manufacturing structure zoned M-1. A review of the zoning map and land use indicates that this area is a convergence of light manufacturing and commercial land use.

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 January 10, 2019 (16 days notice) | | | |
| 2. Property posted January 10, 2019 (Yes -- one sign on the lot frontage; 16 days notice.) | | | |
| C. Has a plat been submitted showing a subdivision of land? | — | <u>X</u> | — |
| D. The following special requirements have an impact on this request: | | | |
| 100-year flood plain (land is filled to the 100-year flood level) | — | <u>X</u> | — |
| Site Plan (none required) | — | <u>X</u> | — |
| Buffer Zones (none required) | — | <u>X</u> | — |
| Soil Erosion/Sedimentation Plan | — | <u>X</u> | — |
| Storm Water Requirements | — | <u>X</u> | — |

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

In this area of the City of Dalton there is a clearly established pattern of commercial and manufacturing development. There does not, however, seem to be a consistent separation between the manufacturing and commercial development in this area and, therefore these land uses are seen intermingled in this vicinity. General Commercial land uses and Light Manufacturing land uses are slightly different in character in that commercial uses tend to rely upon consumer traffic, while manufacturing uses tend to produce and/or distribute products for established clientele. Since the subject property is adjacent to a consistent commercial C-2 zone district, there is no expectation that the proposed C-2 rezoning would introduce an unsuitable character of land use in this area. It is reasonable to believe that C-2 and M-1 zone districts can coexist with little or no conflict.

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

The M-1 and C-2 zone districts, as stated previously, are not significantly dissimilar. The established pattern of development in this area is very much reflected by the zoning in the area and, therefore, this C-2 rezoning would not introduce or expand a character of land use that does not already exist in this vicinity. It is also worth stating that the existing structure on the subject property seems to have always been utilized as a strictly-commercial building with no signs of blight or deferred maintenance that would indicate a threat to surrounding 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.

The primary structure on the subject property is engineered for commercial retail and service uses. Light manufacturing structures tend to require warehouse-type structures rather than storefront buildings such as the one on the subject property. The uses permitted within the C-2 zone district are a much better fit for the existing structure on the subject property.

(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.

NA

(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.

Generally speaking, the impact on utilities and public infrastructure is higher for manufacturing uses than commercial uses when variables such as site footprint are

equal. Commercial uses do tend to create heavier traffic volumes than light manufacturing uses but, in the case of the subject property there is direct access onto a local collector street within a commercial and manufacturing area of the City.

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

The Comprehensive Plan's Future Development Map indicates that the subject property is within the Downtown/Town center character area. The character and intent of the Downtown/Town Center character area is certainly more in line with commercial zoning than manufacturing. Since the subject property is adjacent to a well-established C-2 zone district, it makes more sense for a C-2 rezoning than a C-3 or C-4 rezoning.

(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.

None identified. This rezoning, if approved, would simply enlarge the C-2 zone district and reduce the M-1 zone district.

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

N/A

CONCLUSION:






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

1. The C-2 zone district is well-established in this area of the City;
2. No adverse impact is expected for the adjacent and nearby properties considering the existing development patterns and character of the subject property;
3. The existing structure on the subject property is much better suited for commercial use rather than manufacturing.

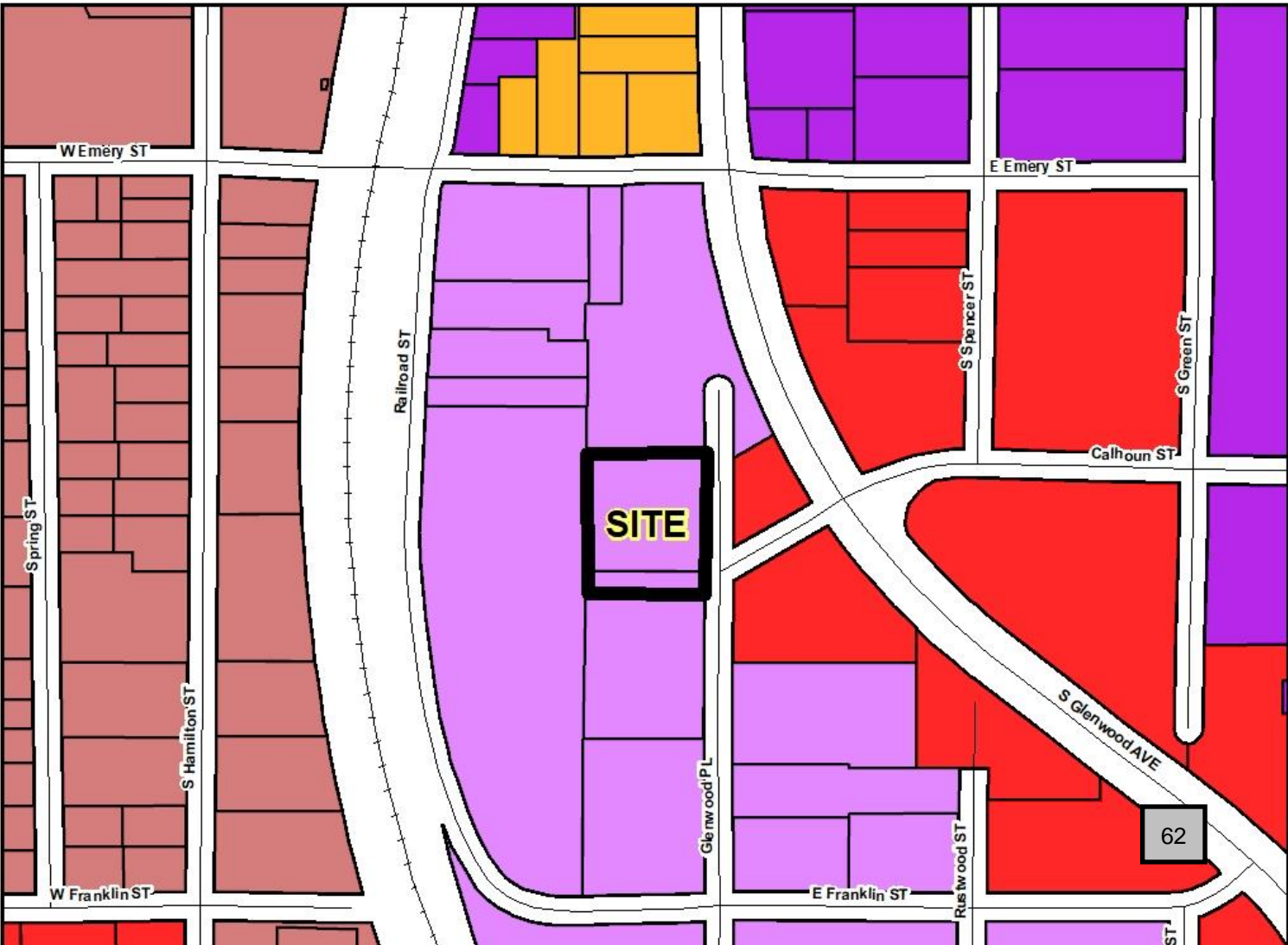
Smith Rezoning Request M-1, Light Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



ZONING

-  Rural Residential (R-5)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

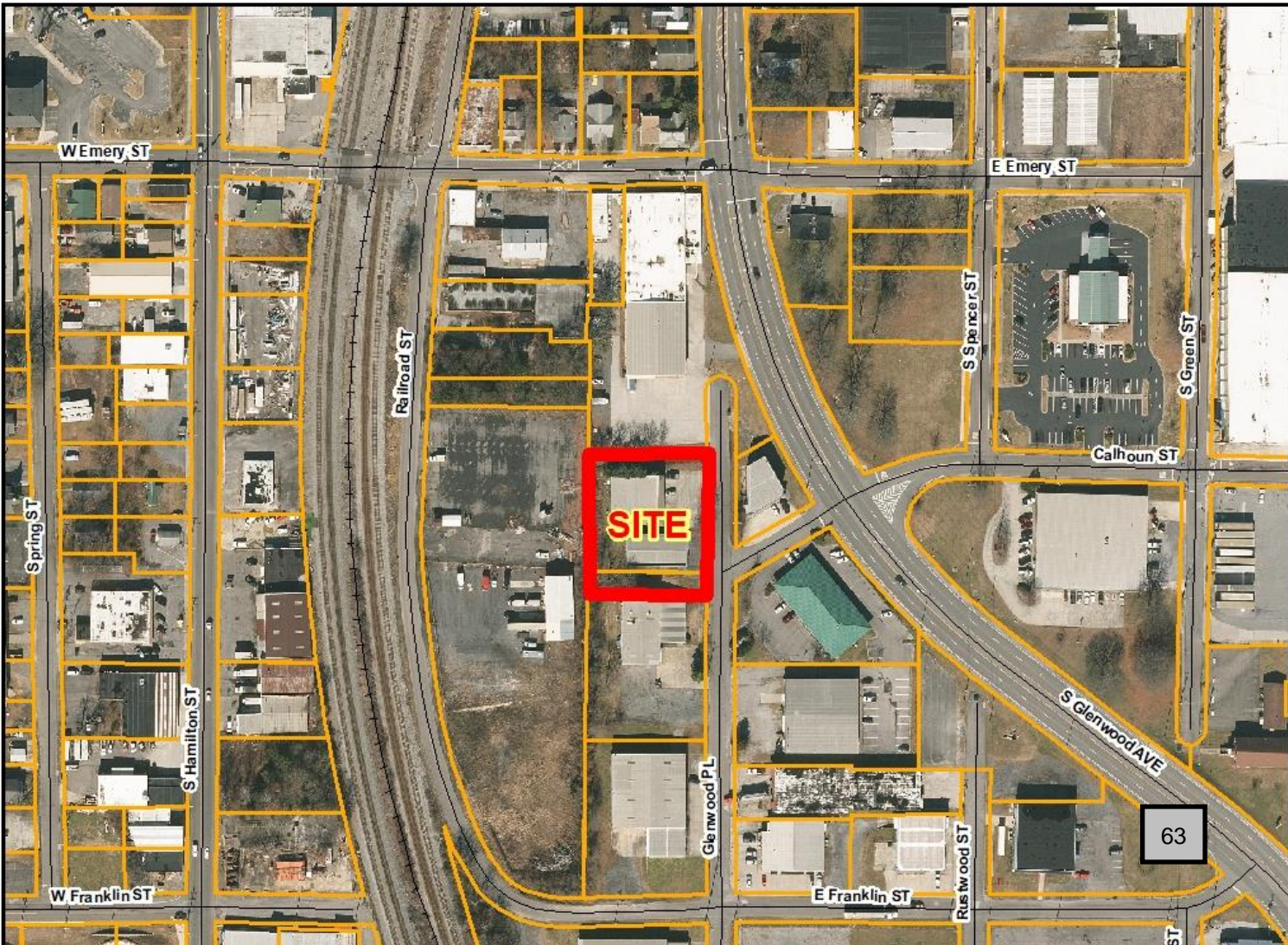
Feet
150



Smith Rezoning Request M-1, Light Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



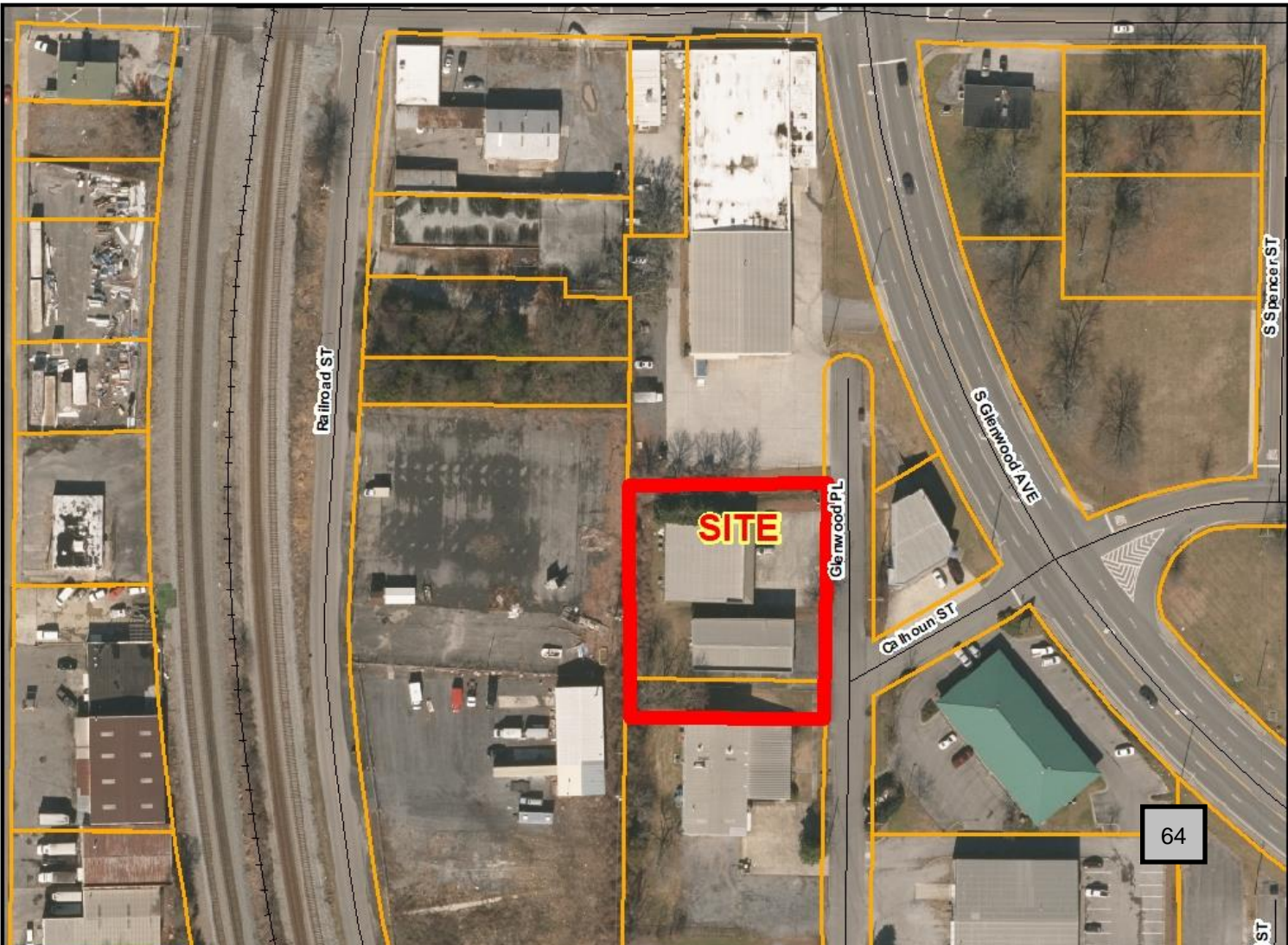
Feet
150



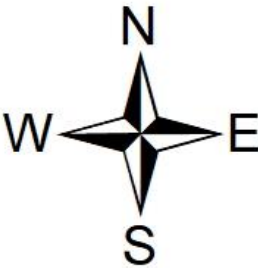
**Smith Rezoning Request
M-1, Light Manufacturing
to
C-2, General Commercial
City of Dalton Jurisdiction**



**Feet
150**



Smith Rezoning Request M-1, Light Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Downtown/Town Center
-  Industrial

Feet
150





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/03/2020

Agenda Item: Board Appointments

Department: City Clerk

Requested By: Gesse Cabrera

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

Cost: N/A

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

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

City Board Appointments for:

- Expired Appointments
- Mayoral Appointments
- Miscellaneous Appointments

Expired Appointments

| Type | Current Member | Incoming Member | Term | Expiration | New Expiration |
|---------------------------|----------------------------|------------------|--------|------------|----------------|
| D/W Building Code Appeals | Henderson, Martin | | 3 Year | 3/1/2018 | 3/1/2021 |
| D/W Building Code Appeals | Sims, Gregg | | 3 Year | 3/1/2018 | 3/1/2021 |
| Animal Control | Stearns, Chris | | 4 Year | 4/15/2018 | 4/15/2022 |
| Development | Puryear, Carl | | 6 Year | 2/1/2019 | 2/1/2025 |
| Development | Wright, Bryan | | 6 Year | 2/1/2019 | 2/1/2025 |
| Animal Control | Puryear, Carl | | 4 Year | 4/15/2019 | 4/15/2023 |
| Animal Control | Brooks, Devon | | 4 Year | 4/15/2019 | 4/15/2023 |
| Building | Robertson, Frank | | 4 Year | 6/15/2019 | 6/15/2023 |
| Building | Sellers, Scott | | 4 Year | 6/15/2019 | 6/15/2023 |
| Building | Lewis, Lane | | 4 Year | 6/15/2019 | 6/15/2023 |
| Library | Compton, Ann | | 3 Year | 6/30/2019 | 6/30/2022 |
| Library | McFarland, Frances (Bitsy) | | 3 Year | 6/30/2019 | 6/30/2022 |
| Grievance | O'Neill, Mike | | 3 Year | 7/31/2019 | 7/31/2022 |
| Airport | Johnston, Rip | Dunn, Benny | 5 Year | 12/31/2019 | 12/31/2024 |
| Service Delivery | Dunn, Benny | | 1 Year | 12/31/2019 | 12/31/2020 |
| D/W Building Code Appeals | King, Buddy | | 3 Year | 2/1/2020 | 2/1/2023 |
| Historic Preservation | Sellers, Kathryn | Sellers, Kathryn | 3 Year | 2/1/2020 | 2/1/2023 |
| Ethics | Laughter, Bennie M | | 5 Year | 3/15/2020 | 3/15/2025 |
| Ethics | Waycaster Jr, Leslie | | 5 Year | 4/5/2020 | 4/5/2025 |

Mayoral Appointments

| Type | Current Member | Incoming Member | Term | Expiration | New Expiration |
|---------------------|--------------------|-----------------|--------|------------|----------------|
| Service Delivery | Dunn, Benny | | 1 Year | 12/31/2019 | 12/31/2020 |
| Ethics | Laughter, Bennie M | | 1 Year | 3/15/2020 | 3/15/2021 |
| Library | Need New Liaison | | 1 Year | | 12/31/2020 |
| Creative Arts Guild | Need New Liaison | | 1 Year | | 12/31/2020 |

Miscellaneous

| Type | Appointment | Current Member | Incoming Member | Term | Expiration | New Expiration |
|---------------|---------------|----------------|-----------------|--------|------------|----------------|
| Miscellaneous | Mayor Pro-Tem | Wood, Denise | | 1 Year | 12/31/2019 | 12/31/2020 |