



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 04, 2019
6:00 PM
300 WEST WAUGH STREET**

A G E N D A

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

1. Review of Agenda
2. Executive Session to discuss Potential Litigation

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

Call to Order

Approval of Agenda

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

Proclamation:

- [3.](#) "Georgia Day" - February 12, 2019 - Ms. Dee Anne Adams, DAR

Special Recognition:

- [4.](#) Dalton Police Department Officer of the Year Recognition

Minutes:

- [5.](#) Work Session Minutes of January 7, 2019
- [6.](#) Regular Meeting Minutes of January 7, 2019

New Business:

- [7.](#) (1) New 2019 Alcohol Beverage Application
- [8.](#) Consulting Agreement with Evergreen Solutions
- [9.](#) EMCOR Contract Renewal for City Hall HVAC
- [10.](#) Dalton Police Department Renewal of Federal Equitable Sharing Agreement
- [11.](#) Resolution 19-01 Authorized City Streets for PTV Operations

12. Dalton-Whitfield Planning Commission Recommendations:

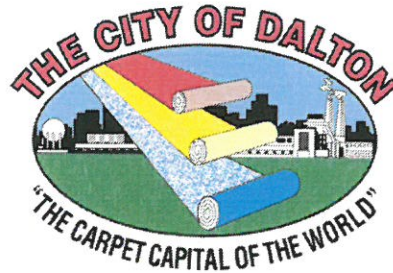
- A. Ordinance 19-05
Recommendation to amend the Unified Zoning Ordinance to permit Breweries, Distilleries, Wineries, Brewpubs, Micro-wineries, Micro-distilleries and Micro-breweries in the City of Varnell as well as to update the definition of Boutique Hotel mirroring the current text for the City of Dalton.
- B. Ordinance 19-04
The request of Johnny Bonds to rezone from Heavy Manufacturing (M-2) to Limited Commercial (C-1A) a tract of land totaling 0.29 acres located at 400 Rowena Street.

13. Miscellaneous Appointments

Supplemental Business:

Adjournment

PROCLAMATION



GEORGIA DAY FEBRUARY 12, 2019

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 286 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, Dennis Mock, Mayor of the City of Dalton, hereby proclaim February 12, 2019 as "**GEORGIA DAY**" in the City of Dalton and call upon our citizens to celebrate our state's proud and rich heritage on its 286th anniversary.

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

Mayor

Date

February 4, 2019



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/04/19

Agenda Item: Police Department Officer of the Year Recognition

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 recognize its 2018 Officer of the Year, Bart Chandler.

William C Cason III
Chief of Police
www.daltonpdblog.org
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

On behalf of the Dalton Police Department, I would like to recognize SRO Officer Bart Chandler as the Dalton Police Department Officer of the Year. Officer Chandler is currently assigned to Dalton High School as the School Resource Officer. Bart's performance file is filled with commendations, praises, and compliments from citizens and fellow officers.

On February 28, 2018, SRO Chandler received a call from school staff in reference to a possible "Active Shooter" at Dalton High School. SRO Chandler was instrumental in relaying the information over the radio to alert department personnel. While responding to the incident location, SRO Chandler effectively directed responding officers to the threat quickly, enabling it to be contained within a classroom. Once on scene, SRO Chandler made contact with what was now a barricaded subject. SRO Chandler did an excellent job speaking with the barricaded subject and negotiating the safe surrender of the subject. Because of his quick and professional action a threat in a target rich environment was contained before there were any injuries and a satisfactory outcome was achieved.

Without Officer Chandler's relationship with the people he works with, negotiations with the barricaded subject wouldn't have been successful. Because of Officer Chandler's understanding voice and listening ear, the barricaded subject gave up peacefully without any injury to him, the students, staff, or the officers on scene. Officer Chandler is a natural leader and took control of a dangerous situation and ended it peacefully.

Because of his actions and his continued track record of excellent performance, Officer Chandler was selected by a vote of his peers as the 2018 Dalton Police Department Officer of the Year.

Thank you,

Chief Cliff Cason

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JANUARY 7, 2018

The Mayor and Council held a Work Session this evening beginning at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, Attorney Jonathan Bledsoe and several department heads.

AGENDA REVIEW

The Mayor and Council briefly reviewed the agenda items, in specific, amending the Mayoral Appointments to include: Court Liaison.

EXECUTIVE SESSION

An Executive Session of the Mayor and Council was called during the Work Session on the motion of Councilmember Crews, second Councilmember Harlan. The Mayor and Council adjourned into Executive Session at 5:16 p.m. to discuss real estate matters. Present for the meeting were Mayor Dennis Mock, Councilmembers Denise Wood, Gary Crews, Annalee Harlan, Tyree Goodlett, City Administrator Jason Parker, and Attorney Jonathan Bledsoe.

Others present were Dalton Public Schools Board Members Matt Evans and Rick Fromm, Superintendent Tim Scott, Public Works Director Benny Dunn, Finance Director Cindy Jackson, Dalton Utilities CEO Tom Bundros, Solid Waste Executive Director Dirk Verhoeff, and JDA Director Carl Campbell.

The topic of discussion was real estate matters. No action was taken.

ADJOURNMENT

There being no further business to come before the Mayor and Council in Executive Session on the motion of Councilmember Crews, second Councilmember Goodlett, the Mayor and Council adjourned out of Executive Session at 5:51p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 7, 2019

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

PUBLIC COMMENTARY

George Woodward came before the Mayor and Council thanking them for their support during his tenure as Executive Director of the Downtown Dalton Development Authority. Woodward also introduced newly hired Catherine Edgemon as the new Executive Director. Woodward invited all to view the DDDA's master plan.

Executive Director Catherine Edgemon told the Mayor and Council she looks forward to working with them.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Wood, the Mayor and Council approved the agenda and added the appointments of Liaison to Municipal Court and the Recreation Commission. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of December 17, 2018. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SPECIAL RECOGNITION

The Mayor presented City Attorney Jim Bisson with a plaque for 20 years of service as City Attorney. Bisson will no longer serve as City Attorney, Jonathan Bledsoe from the same firm (Minor Firm) will serve as interim City Attorney.

2018-2019 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved the following applications:

Business Owner: 1526 Walnut Ave, LLC.
d/b/a: B P walnut Avenue
Applicant: Naren Patel
Business Address: 1522 W. Walnut Ave
Type: Package Beer, Package Wine
Disposition: New

Business Owner: Fu Hua, Inc.
d/b/a: J J Y Liquor Store
Applicant: Chen Yao Wu
Business Address: 101 W. Walnut Ave, Suite 13
Type: Package Beer, Package Wine, Package Liquor
Disposition: New

2018-2019 ALCOHOL BEVERAGE APPLICATIONS

Continued

Business Owner: El Ranchero Enterprises, LLC
d/b/a: El Ranchero Mexican Restaurant
Applicant: El Ranchero Enterprises, LLC
Business Address: 1523 E. Morris St
Type: Pouring Wine
Disposition: License Addition

Business Owner: Crown Mill F&B, LLC
d/b/a: Spinning Room
Applicant: Crown Mill F&B, LLC
Business Address: 825 Chattanooga Ave, Suite 6
Type: Package Beer, Package Wine
Disposition: License Addition

The vote was unanimous in favor.

APPOINTMENTS

(1) Boards and Authorities Appointments

On the motion of Council member Harlan, second Council member Wood, the Mayor and Council approved the following appointments:

Airport	Danny Morgan
Joint Development	Skeeter Pierce
Joint Development	Bob Kinard
Joint Development	Frank Robertson
Public Safety	Anthony Walker
Recreation	Corey Bonds

The vote was unanimous in favor.

(2) Miscellaneous Appointments

On the motion of Council member Harlan, second Council member Wood, the Mayor and Council approved the following appointments:

Police Chief	Cason, Cliff	2 Year 12/31/2020
Fire Chief	Pangle, Todd	2 Year 12/31/2020
Fire Marshall	Matthew, Daniel	1 Year 12/31/2019
Interim City Attorney	Bledsoe, Jonathan	1 Year 12/31/2018

The vote was unanimous in favor.

(3) Mayoral Appointments

A list of all the Mayoral Appointments are a part of these minutes.

ANNOUNCEMENTS

City of Dalton government offices will be closed Monday January 21, 2019 for Martin Luther King Jr. Holiday.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:10 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: February 4, 2019

Agenda Item: 2019 Alcohol Application

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:**

- | | |
|--------------------|---|
| 1. Business Owner: | Jeff Moses |
| d/b/a: | MBF Company |
| Applicant: | Jeff Moses |
| Business Address: | 302 Dayton St. |
| Type: | Wholesale Beer, Wine, Liquor (Mini Warehouse) |
| Disposition: | New |

2019 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY JANUARY 22, 2018

M&C MONDAY FEBRUARY 4, 2018

(1) 2019 ALCOHOL APPLICATION(S)

1. Business Owner: Jeff Moses
d/b/a: MBF Company
Applicant: Jeff Moses
Business Address: 302 Dayton St.
Type: Wholesale Beer, Wine, Liquor (Mini Warehouse)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2/5/19

Agenda Item: Consulting Agreement with Evergreen Solutions

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Yes

Cost: \$28,000

Funding Source if Not in Budget

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

This is for a compensation study for the City that was approved by the Mayor and Council
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Consulting Services Agreement

By and Between

City of Dalton, Georgia

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of _____, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the City of Dalton (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain human resources management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such human resources management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

1. Engagement. Evergreen Solutions hereby agrees to provide such human resources management consulting services for the Client as may be reasonably requested by the Client in connection with the Request for Proposals and Revised Letter Proposal submitted by Evergreen Solutions on December 19, 2018.

2. Extent of Services. Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement. Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder.

Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, As such; Evergreen Solutions will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.



In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

3. Term. The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through May 15, 2019, unless earlier terminated pursuant to Section 6 hereof.

4. Compensation.

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$28,000 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 33% - upon completion of Tasks 1 - 2 of our work plan
- 33% - upon completion of Tasks 3 - 4 of our work plan
- 34% - upon completion of Tasks 5 - 7 of our work plan

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

5. Reimbursement for Expenses.

The contract price indicated in section 4 of this agreement is inclusive of all expenses borne by Evergreen Solutions and therefore no expenses shall be reimbursed to Evergreen Solutions by the Client for the duration of this agreement.

6. Termination. This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after _____, provided however, that if the Client shall terminate this Agreement pursuant to this Section 6(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

Upon termination of this Agreement pursuant to this Section 6, except as contemplated by Section 6(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination.



7. Confidential Information.

(a) All trade secrets, confidential or proprietary information, and all other knowledge, information, documents or materials owned, developed, possessed or disclosed by Client to Evergreen Solutions, whether in tangible or intangible form, that relates or refers, directly or indirectly, to the services provided hereunder, including, without limitation, research, operations, current and prospective customer identities, business relationships, pricing, costs, sale or content, financial information or measures, marketing or promotion information, business methods, operating procedures, future business plans, databases, any drawings, designs, engineering instructions, models, specifications, computer software, computer software documentation or programs, or other technical information, written, oral or otherwise, shall be deemed confidential if related to this agreement and shall constitute Confidential Information, and shall include all portions of documents generated by Evergreen Solutions which contain, summarize, analyze, comment upon or relate in any way to any Confidential Information received from the Client together with any information derived by Evergreen Solutions therefrom.

(b) Confidential Information shall not include any information that (a) becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Evergreen Solutions or any other party having obligation of confidentiality to the Client; or (b) is subsequently disclosed by the Client to any person, firm or corporation on a non-confidential basis; or (c) is independently developed by a Party without reference to Confidential Information.

(c) The Client may disclose the Confidential Information to Evergreen Solutions solely for the purpose of allowing Evergreen Solutions to fulfill its obligations under this Agreement. Evergreen Solutions shall not disclose or use the Confidential Information or any purpose other than for the sole purpose of fulfilling Evergreen Solutions' obligations hereunder except as otherwise permitted by the Client in writing and all such disclosure or other use shall be in accordance with the terms of this Agreement.

(d) Evergreen Solutions agrees to accept disclosure of the Confidential Information and to maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, Evergreen Solutions shall, at the very least, exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Evergreen Solutions, to preserve and safeguard its, his or her own materials and confidential information.

(e) The Confidential Information shall remain the property of the Client and shall not be disclosed or revealed by Evergreen Solutions or to anyone else except for employees of Evergreen Solutions who: (i) have a need to know the information in connection with Evergreen Solutions' performance of its obligations hereunder, (ii) have entered into a confidentiality agreement with Evergreen Solutions under which such employees are required to keep confidential the Confidential Information of Evergreen Solutions, and (iii) have been advised by Evergreen Solutions of the confidential nature of the information and that the information shall be treated accordingly. Evergreen Solutions shall be liable for any improper disclosure of the Confidential Information by its employees.

(f) Nothing contained herein shall in any way obligate Client to grant to Evergreen Solutions a license or any other rights, directly or by implication, estoppel or otherwise to the Confidential Information.

(g) Nothing in this Agreement shall in any way restrict the Client's use of its own Confidential Information.



(h) The provisions of this Paragraph 7 shall survive the termination of this Agreement.

8. Covenants. Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

9. Binding Effect. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

10. Entire Agreement. This Agreement, including the aforementioned RFP and revised letter proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

11. Construction. While the parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition to any other remedy which Client may have at law or in equity, Client shall be entitled to injunctive relief for a breach of Sections 7 and 8 (b) of this Agreement by the Consultant.

12. Notices. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC
Attention: Linda Recio, President
2878 Remington Green Circle
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

City of Dalton
Attention: Greg Batts
Director, Human Resources
P.O. Box 1205
Dalton, Georgia 30722

Any party may designate a change of address at any time by giving written notice thereof to the other parties.



13. Miscellaneous. This Agreement:

(a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;

(b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto;

(e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto; and

(f) shall be governed by and construed in accordance with the laws of the State of Georgia without reference to principles of conflict of laws.

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

Evergreen Solutions, LLC

Linda Recio, President

City of Dalton, Georgia





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2/4/2019

Agenda Item: EMCOR Contract Renewal

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? No

Cost: \$1626.00/quarter - \$6504.00/year

Funding Source if Not in Budget Budgeted

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

Renewal for City Hall HVAC preventative maintenance - no increase from 2018



EMCOR Services Aircond
400 Lake Ridge Drive
Smyrna, GA 30082
T: 770.444.3355

January 14, 2019

City of Dalton – City Hall
Attn: Greg Batts
300 West Waugh Street
Dalton, GA 30722

Re: HVAC Service Agreement Renewal / Contract #G1023636

Dear Greg:

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

We truly value being your HVAC service provider; therefore, at this present time there will not be a Cost of Living increase added to your Preventive Maintenance Service Agreement. Your contract will remain at \$1,626.00 per quarter for the next year effective February 1, 2019.

We would like to take this opportunity to thank you for your continued partnership with EMCOR Services Aircond. Please feel free to contact me directly if there is anything I can do for you.

Sincerely,

Tanja Suttles
Customer Care Manager
Direct: 770-805-2573
Email: tsuttles@aircond.com

Approved by
Signature: _____
Name/Title: _____
Date: _____

William C Cason III
Chief of Police
www.daltonpd.com
www.cityofdalon-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 30, 2019

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,

Cliff Cason
Chief of Police

cbc

Attachment: Equitable Sharing Agreement and Certification

cc: Public Safety Commission Packet February 2019

William C Cason III
Chief of Police
www.daltonpd.com
www.cityofdaltongga.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 30, 2019

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,

Cliff Cason
Chief of Police

cbc

Attachment: Equitable Sharing Agreement and Certification

cc: Public Safety Commission Packet February 2019



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/04/19

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.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02-04-19

Agenda Item: Resolution 19-01 Authorized City Streets for PTV Operations

Department: Administration; Police; Public Works

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/a

Funding Source if Not in Budget N/A

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

Resolution to add list of authorized streets upon which PTVs may be operated. Public Works and Police department supplied a favorable recommendation to add all streets within Windmere Subdivision to those authorized for PTV authorization, pursuant to City Ordinance 114-116. Note: this recommendation does not authorize operation of PTVs along or across the right of way of Haig Mill Road. Pursuant to a written request from the Windmere HOA, Public Works and Police Department will evaluate the feasibility and safety aspects of establishing an approved PTV crossing.

RESOLUTION 19-01

**A RESOLUTION TO AUTHORIZE PERSONAL TRANSPORTATION VEHICLES
WITHIN THE WINDEMERE SUBDIVISION**

WHEREAS, Chapter 114, Article VII of the 2001 Revised Code of the City of Dalton, Georgia (“Dalton Code of Ordinances”) authorizes the use of Personal Transportation Vehicles (“PTV”) upon certain streets designated by resolution of the Mayor and Council ; and

WHEREAS, representatives of the Windemere Subdivision have requested that PTVs be authorized for use on all streets within said subdivision; and

WHEREAS, said streets comply with all requirements of O.C.G.A. §40-6-330, et. seq., and the Dalton Code of Ordinances for designation as authorized streets for PTV use;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby designate the following streets as authorized streets for PTV use pursuant to City of Dalton Code of Ordinances Sec. 114-416:

Bedford
Cameron
Canterbury
Chadwell
Chatham
Coventry
Essex
Hathaway
Tolchester
Wellington
Wycliffe

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

SO RESOLVED this ____ day of _____, 2019.

CITY OF DALTON, GEORGIA

Dennis Mock, Mayor

ATTESTED TO:

City Clerk

Jason Parker

From: Andrew Parker
Sent: Friday, December 14, 2018 6:37 PM
To: Jason Parker
Cc: Benny Dunn; Chris Crossen
Subject: Windemere PTVs
Attachments: Golf Cart Neighborhood Letter (Signed).pdf

Jason,

Last Thursday, PD and PW reviewed the streets in Windemere for PTV use appropriateness. PD actually provided their golf cart, and we traversed all of the streets within the subdivision with ease. In order to allow PTVs to utilize the streets within the subdivision, we recommend adding PTV (golf cart) warning signs at all three (3) entrances of the subdivision. Also, we recommend adding a few signs inside the subdivision in advance of the steeper grades to warn PTV drivers to use caution when traveling down steep grades. The PD golf cart was able to make an abrupt stop on the steep grades with ease traveling at a higher rate of speed (note: the pavement was actually still wet when the test run was completed).

The attached letter didn't request the City perform an analysis of the crossing on Haig Mill Lake Road to the park. We will evaluate that crossing if that request is made in the future.

One important note is that Phase 1 (Canterbury Dr.) and Phase 2 (Coventry & Chatham) of the subdivision have no street connectivity. The PTV ordinance prohibits use on sidewalks and streets with posted speed limit higher than 25MPH, so Windemere Landowners Assoc. would have to provide their own path outside the right of way if they wish to travel from Phase 1 to Phase 2 of the subdivision.

If approved by the Council, the Public Works Department will erect the signs described above and as per State Law, the City is required to post the entrances to the corporate limits of Dalton on State Routes with "PTVs are authorized for use on public streets".

Please let us know if you have any questions or need additional information. Have a good weekend.

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



Mayor and Council Agenda Request

Council Meeting Date: _____

Department: _____

Subject: _____

Cost: _____ Already in Current Year Budget? Yes ____ No ____

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? _____

Please provide a summary of your request, including background to explain the request

Requested By:

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

Ordinance 19-05

To Amend Unified Zoning Ordinance Of Whitfield County, Georgia; To Provide An Effective Date; To Repeal All Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

The Unified Zoning Ordinance of Whitfield County, Georgia is hereby amended to delete the definition for Boutique Hotel in its entirety and in lieu thereof insert the following definition for Boutique Hotel:

A small lodging facility with 35 or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby that is supervised at all hours.

Section 2.

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

Section 3.

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

Section 4.

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

SO ORDAINED this ____ day of _____, 2019.

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.

ATTEST:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON

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

MEMORANDUM

TO: Whitfield County Board of Commissioners
Mark Gibson
Robert Smalley
Jean Price-Garland
City of Dalton Mayor and Council
Kim Witherow
Jason Parker
City of Varnell Mayor and Council
Mike Brown

FROM: Jim Lidderdale
Chairman

DATE: January 29, 2019

SUBJECT: The staff recommendation to amend the Unified Zoning Ordinance to permit Breweries, Distilleries, Wineries, Brewpubs, Micro-wineries, Micro-distilleries and Micro-breweries in the City of Varnell as well as to update the definition of Boutique Hotel mirroring the current text for the City of Dalton. (*Dalton, Whitfield, Varnell*)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on January 28, 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 Ethan Calhoun, the secretary of the Dalton, Whitfield and Varnell Planning Commission.

Public Hearing Summary:

Mr. Calhoun began the public hearing with opening remarks to inform the members of the reasoning for the proposed text amendment. He stated that this change is proposed in order to create consistency among the two cities within the Unified Zoning Ordinance. Mr. Calhoun made note that this amendment would simply mirror the current text for the City of Dalton in order to permit the previously mentioned uses within the City of Varnell. He went on to clarify that this amendment would in no way alter the definitions of Breweries, Distilleries, Wineries, Brewpubs, Micro-wineries, micro-distilleries and micro-breweries the previously stated uses or affect the permitted use table in regards to the City of Dalton or Whitfield County.

With no other comments heard for or against this public hearing closed 6:19p.m.

Recommendation:

Chairman Lidderdale sought a motion on the staff's suggested amendments. **Mr. DeLay made a motion to accept the proposed amendments as written. Mr. Thomas seconded the motion and a unanimous recommendation followed, 4-0.**

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

January 2019

(Referencing the attached spreadsheets for details)

The Unified Zoning Ordinance was adopted by Dalton, Varnell, and Whitfield County in July and August of 2015. Since that time the staff, who works to administer the Ordinance on a daily basis, identified needed corrections or clarifications, and identified oversights, all for the purpose of improving the context and readability of the zoning text.

The resulting text changes, as proposed, are listed in a spreadsheet (attached) that identifies the current text or current zoning, then proposes the corrected text or new zoning. The legal advertisement ran on Friday, January 11, 2019; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at Varnell City Hall.

Proposed Text Amendments: The proposed text amendments are numbered in sequence with the affected Section or passage identified in the third column. The spreadsheet also shows you the current language of the ordinance (column 4), then provides the proposed language in the last column to the right. For the staff, the proposed amendments are considered clean-up and clarification of past ordinances in the new format of the Unified Zoning Ordinance. It remains possible that more amendments may be found and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process.

Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

Staff Recommendation: The proposed text amendments are recommended for adoption to modify the ordinance text in order to create greater interjurisdictional consistency.

Defining “Boutique Hotels” in the Unified Zoning Ordinance Text

2019 Proposed Text Amendments - Dalton, Whitfield, Varnell Unified Zoning Ordinance				
Amendment	Purpose	Text Section	Current Text	Revised/Amended Text
1	Update the description for Boutique Hotel to conform with Whitfield and Dalton	Article II Definitions; Page 4	Boutique Hotel. A small lodging facility with 30 or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby supervised at all hours.	Boutique Hotel. A small lodging facility with <u>35</u> or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby supervised at all hours.

Permitting Breweries, Distilleries, Wineries, Brewpubs, Microbreweries, Micro-Wineries and Micro-Distilleries in appropriate zone districts for the City of Varnell

2019 Proposed Text Amendments - Dalton, Whitfield, Varnell Unified Zoning Ordinance				
Amendment	Purpose	Text Section	Current Text	Revised/Amended Text
2	Brewpubs, Microbrewery, Micro-winery	Permitted Use Table Page 2 of 7	Brewpubs, Microbrewery, Micro-winery Permitted outright in C-2, C-3, C-4 and MU Only within the City of Dalton	Same permitted zones Within the Cities of Dalton and Varnell
3	Brewery, Winery, Distillery	Permitted Use Table Page 2 of 7	Brewery, Winery, Distillery Permitted outright in M-2 Only within the City of Dalton	Same permitted zones Within the Cities of Dalton and Varnell
4	Micro-Distillery	Permitted Use Table Page 2 of 7	Micro-Distillery Permitted outright in C-2, C-3 and C-4 Only within the City of Dalton	Same permitted zones Within the Cities of Dalton and Varnell

*Mixed Use review requires the applicant to submit a preliminary site plan as part of their application. There are instances where this use may be applicable within a Mixed Use district given the proper circumstances.

*Special conditions for all Microbreweries, Micro-distilleries/wineries are as follows:

1. an off street or alley loading dock is required;
2. drive through service is not allowed.

ORDINANCE NO. 19-04

To Rezone Property Of Johnny Bonds As Executor Of The Estate Of Herl Bonds From A M-2 Classification To A C1-A Classification; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, Johnny Bonds, as Executor of the Estate of Herl Bonds, has petitioned for rezoning of his property from a M-2 classification to a C1-A classification; and

WHEREAS, all other procedures as required by Georgia law have been followed.

NOW, THEREFORE, BE IT HEREBY ORDAINED, by the Mayor and Council of the City of Dalton, Georgia, as follows:

Section 1.

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from a M-2 classification to a C1-A classification.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall

not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this _____ day of _____, 2019.

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 _____, seconded by Councilmember _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON

EXHIBIT "A"

A tract of land located in the City of Dalton, 12th District and 3rd section of Whitfield County, Georgia, being City Lots Nos. 97, 98, 99 and 100 of the Ford Subdivision, according to plat of said subdivision recorded in Deed Book 9, Page 35, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, reference to said plat being herein made for a more full and complete description of said property.

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Jim Bisson
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: January 29, 2019

SUBJECT: The request of Johnny Bonds to rezone from Heavy Manufacturing (M-2) to Limited Commercial (C-1A) a tract of land totaling 0.29 acres located at 400 Rowena Street (Parcel 12-218-06-038) (Dalton)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on January 28, 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 Johnny Bonds, the property owner and petitioner.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-1A rezoning.

Johnny Bonds confirmed that the staff analysis accurately reflected his request and would satisfy his desire to sub-divide the subject property in order to separate the existing structures for individual sale. Mr. Minor noted the issue of mortgage lenders refusing to lend for properties zoned for commercial use even though in this case residential would be a permitted use. Mr. Sanford inquired if Mr. Bonds could rezone to C-1A in order to sub-divide the subject property as desired and later rezone the two new parcels to strictly residential. Ms. Price-Garland stated that the proposed parcels of land would not meet the minimum lot size and therefore would not be eligible for a residential rezoning. Some brief discussion occurred on this concern and Mr. Bonds stated that the requested C-1A rezoning would satisfy his need. Ms. Price-Garland stated that the subject property's owner would be required to submit a plat to the Planning Commission for approval in the event the C-1A rezoning is approved.

With no other comments heard for or against this public hearing closed 6:31p.m.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1A rezoning. **Mr. DeLay made a motion to recommend approval of the C-1A rezoning based on his agreement with the content of the staff analysis. His motion was seconded by Mr. Sanford which then passed unanimously, 4-0.**

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

ZONING CASE: Johnny Bonds is seeking to rezone from Heavy Manufacturing (M-2) to Limited Commercial (C-1A) a tract of land (parcel 12-218-06-038) containing 0.29 acres. The tract currently contains two single family dwellings. The rezoning request to C-1A is sought to serve a single purpose on the site: Reverse the subject property's non-conforming status in order for the petitioner to sub-divide and sell the subject property for residential use.

The surrounding uses and zoning are as follows: 1) To the north, is a single vacant tract totaling 0.2 acres zoned M-2. 2) To the east, are two adjacent tracts that are each approximately 0.2 acres in size zoned M-2. Each of the eastern adjacent tracts contain a single family dwelling; 3) To the south across Ford Street, is a 0.3 acre tract that contains a single family dwelling zoned R-5. 4) To the west across Rowena Street, is a 0.34 acre tract containing a single family dwelling zoned M-2. All in all, a review of the zoning map shows the subject property to be flanked by R-5 zoned tracts along its entire southern boundary. Land uses in this area appear to be a mix of single-family and multi-family residential.

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 11, 2019 (16 days notice)			
	2. Property posted January 11, 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.

Although the subject property is zoned M-2 it has been utilized residentially for some time. It is worth noting, however, that one of the two structures on the subject property has been utilized commercially at a point in time. It is also worth pointing out that the distance between the two existing structures is approximately twelve feet. Although the density of these structures is slightly higher than the surrounding residential tracts they have existed this way for some time with no noticeable effect on this area. Although C-1A is not an adjacent or common zone district in this vicinity it is the only zone district where the subject property could be both sub-divided and utilized for either residential or limited commercial use. Due to the required setbacks in C-1A, however, the existing structures will still be encroaching on both the side and rear setbacks and would require a variance in the event a minor subdivision plat is later approved.

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

The current M-2 zone is a wide-open industrial district that allows a variety of intense uses unlike those permitted in the proposed Limited Commercial C-1A zone district. The surrounding residences would likely benefit from the proposed rezoning. It is fair to say, however, that this non-conforming M-2 island is highly unlikely to ever be developed for a conforming M-2 use based on limited lot sizes and existing residential development on the majority of lots within the island.

(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.

Due to the limited size of the subject property, as well as the structures occupying it, it is unlikely that an M-2 business would locate itself on the subject property if it remains industrially zoned. It is, however, more likely that the subject property will remain utilized for residential uses for the foreseeable future.

(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.

As stated previously the current M-2 zone is an inappropriate zone district for the subject property based on surrounding land use, residential street access, and the subject property's size. The proposed C-1A zone district is a much more appropriate district for the subject property and surrounding neighborhood than the existing M-2 zone district. This property's current state is likely a result of the City's previous pyramid style zoning ordinance which allowed all uses to exist within an M-2 zone district along with less strict setbacks.

(E) Whether the proposed (C-1A) 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.

There would be no burden on infrastructure or utilities created by rezoning the subject property given that C-1A is a much less intensive zone district requiring much less infrastructural capacity than M-2. It is worth noting that this property is served by both public drinking water as well as sanitary sewer.

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

The Future Development Map designates this area as a Town Neighborhood Revitalization Area. These neighborhoods are historic but have experienced disinvestment and decline due in part to the demolition of residences to accommodate commercial uses, parking areas, apartment buildings and industrial uses. Prevalent zoning of properties for industrial uses further contributes to the neighborhoods' instability and diminishing potential for revitalization. Recent planning efforts, including the City of Dalton Urban Redevelopment Plan (2012), Neighborhood Infill Guidelines (2003), Dalton Historic Housing Infill Study (2006), and the Believe Greater Dalton Housing Strategy address these areas and the issues of neighborhood revitalization opportunities for new growth with infill. Primary land uses for this character area should be limited to single-family residential, townhomes, mixed use (live/work units), neighborhood commercial (as identified in the City of Dalton Urban Redevelopment Plan's concept plans), parks, and public/institutional.

(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. In this case, the requested C-1A zone is a less intensive zone district than the subject property's current zoning. It is also worth noting that C-1A shares permitted uses with the adjacent R-5 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: This analysis is not a difficult one due to the consistent development pattern of the existing residential development adjacent and nearby the subject property.

The staff can provide a recommendation for the C-1A zone at this location:

- 1) The main reason for this recommendation is that by rezoning the subject property to C-1A the permitted uses would reflect the majority of residential properties nearby as opposed to the current M-2 zone;
- 2) The Limited Commercial (C-1A) request is considered much more consistent with the Comprehensive Plan's Town Neighborhood Revitalization character area than the current M-2 zone district;
- 3) There is not an expectation that this location is to expect industrial development for the foreseeable future.
- 4) The issues of the existing two structures encroaching the required setbacks will exist regardless

the zoning of the subject property, but there is no minimum lot size requirement within the requested C-1A zone district and would therefore create the opportunity for the subject property to be subdivided into two tracts.

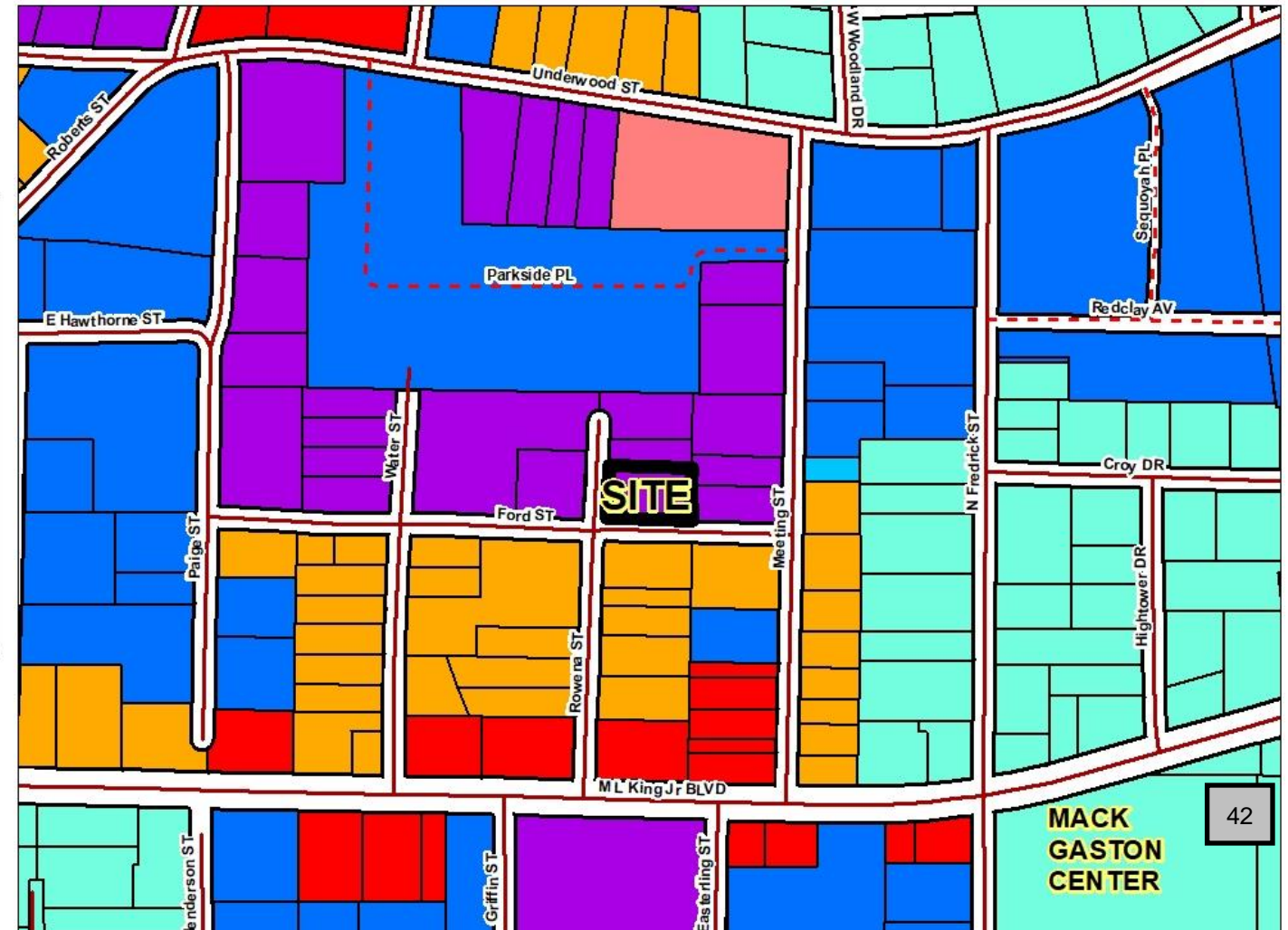
Bonds Rezoning Request M-2, Heavy Manufacturing to C-1A, Limited Commercial City of Dalton Jurisdiction



ZONING

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





FEET
200



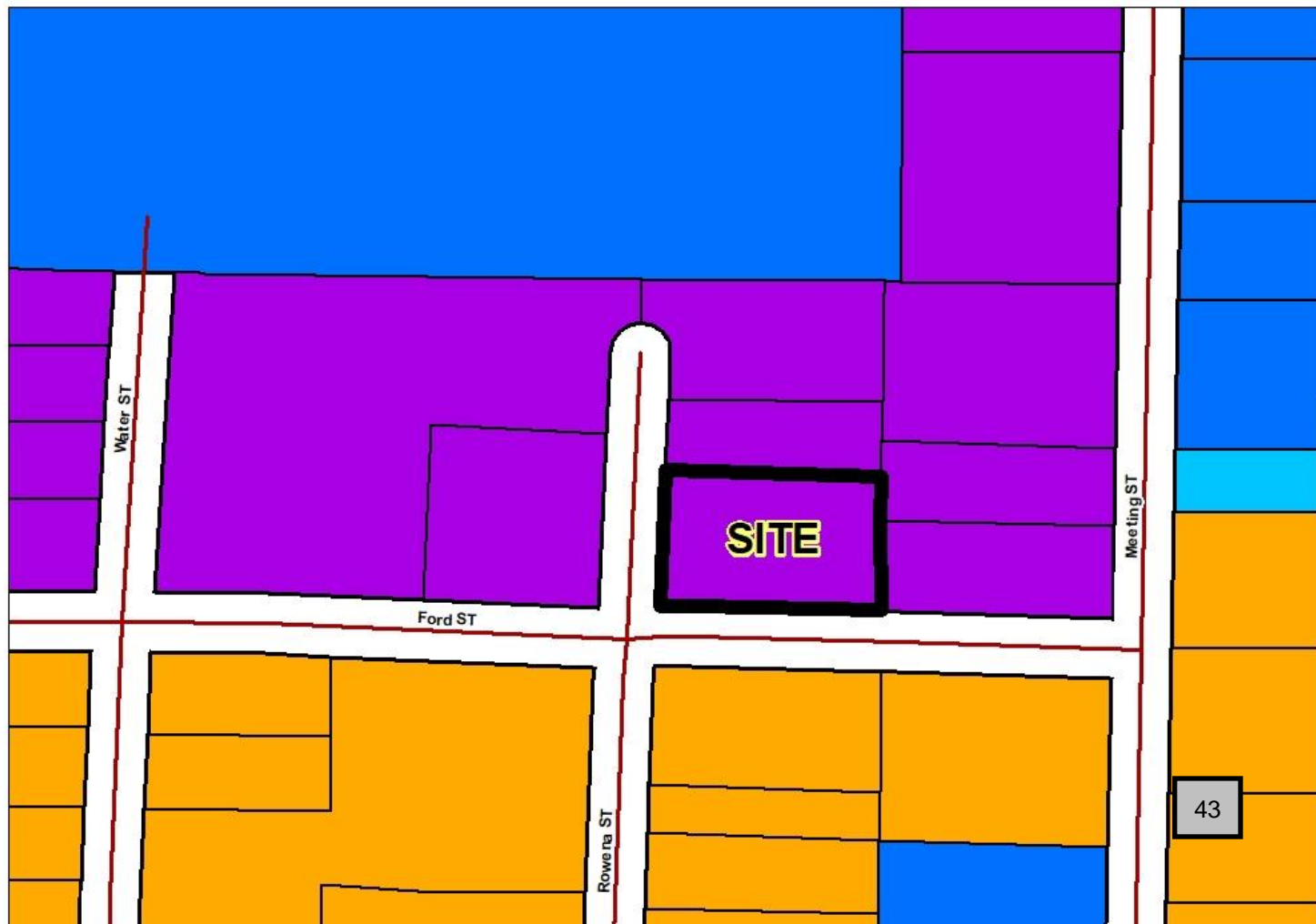
**Bonds Rezoning Request
M-2, Heavy Manufacturing
to
C-1A, Limited Commercial
City of Dalton Jurisdiction**



ZONING

	Rural Residential (R-5)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	Heavy Manufacturing (M-2)

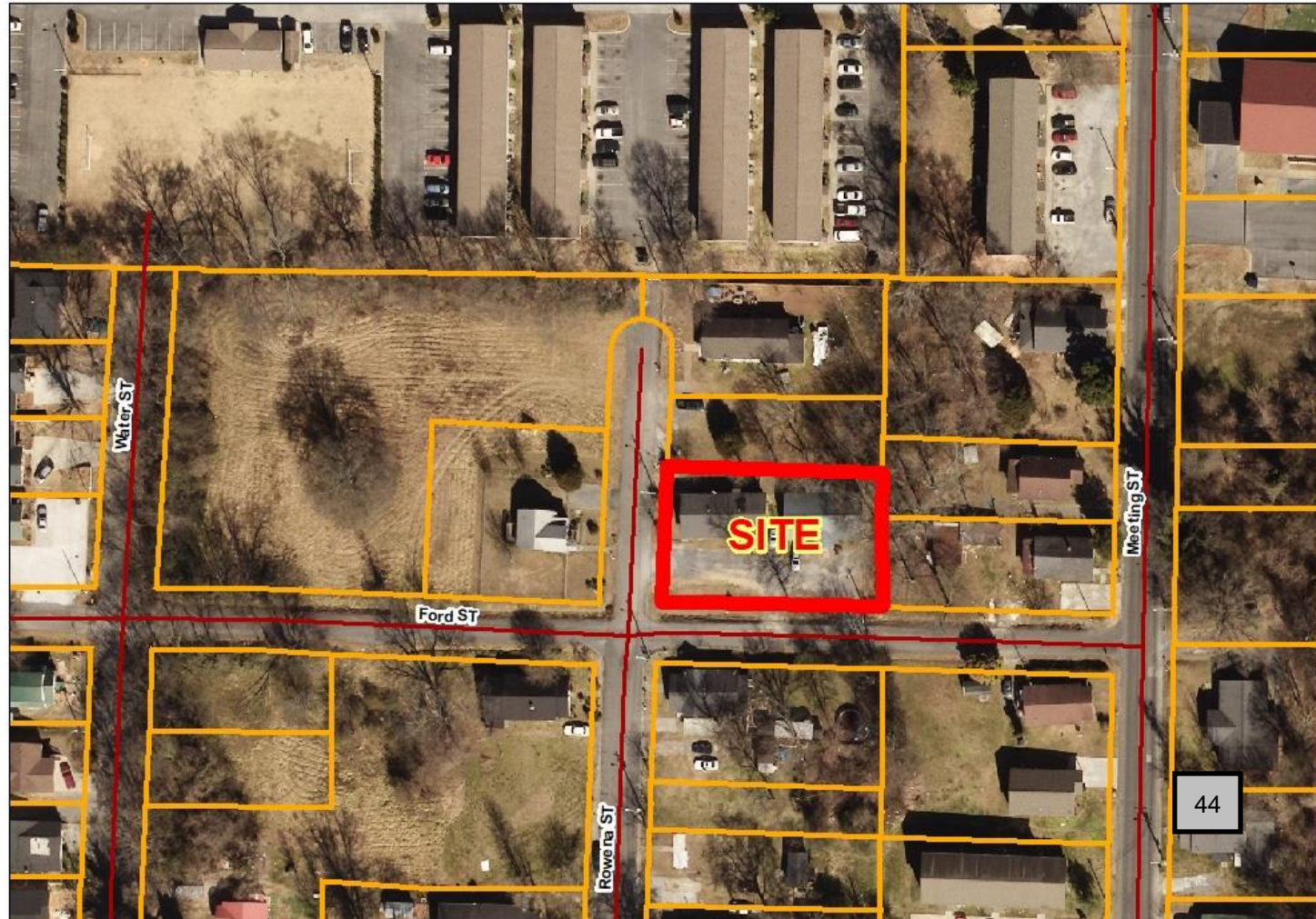
**FEET
100**



Bonds Rezoning Request M-2, Heavy Manufacturing to C-1A, Limited Commercial City of Dalton Jurisdiction



FEET
100



Bonds Rezoning Request M-2, Heavy Manufacturing to C-1A, Limited Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP



FEET
200



Expired Appointments			
Type	Current Member	Incoming Member	Term
Animal Control	Stearns, Chris		4 Year
Convention Visitors	Harp, Ali		2 Year
Convention Visitors	Davis, John		2 Year
Convention Visitors	Capps, Stan		
Convention Visitors	Hannah, Mark		2 Year
Convention Visitors	Sellers, Kathryn		
Convention Visitors	Card, Steve		
D/W Building Code Appeals	Sims, Gregg		3 Year
D/W Building Code Appeals	Henderson, Martin		3 Year
D/W Building Code Appeals	Hogshead, Frank		3 Year
Housing	Jewell, Alan	Simmons, Antoine	5 Year
Housing	Lumpkin, Joanne		1 Year
Library	Cowan, Julie		3 Year
Planning & Zoning	Mathis, Deanna	McClurg, Jody	4 Year (Unexpired)
Trade Center	Kensey, Mike		1 Year
Tree	Stearns, Chris		4 Year
Tree	Purvis, Pete		4 Year
Tree	Poehlman, John		4 Year
WL&SF	Farris, Susan	Mixer, Mark	5 Year (Stepped Down)

Expiration
4/15/2018
12/31/2017
12/31/2017
12/31/2018
12/31/2018
12/31/2018
12/31/2018
3/1/2018
3/1/2018
5/3/2018
10/14/2018
12/31/2018
6/30/2017
7/10/2021
1/31/2019
12/31/2018
12/31/2018
12/31/2018
12/31/2023