



**MAYOR AND COUNCIL MEETING
TUESDAY, JULY 06, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Special Recognitions:

1. Council Member Derek Waugh - For Service to the City of Dalton

Minutes:

2. Mayor and Council Minutes of June 21, 2021

New Business:

3. Agreement for The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) between Georgia Department of Transportation and City of Dalton for Dalton Municipal Airport.
4. Resolution 21-06 - Resolution of The Mayor and City Council of The City of Dalton, Georgia, Authorizing the Chief Financial Officer (CFO), City Administrator and Mayor to Execute Certain Documents Required to Accept Local Recovery Assistance Funds Under the American Rescue Plan Act and For Other Purposes.
5. Ordinance 21-10 - The request of Jose Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.40 acres located at 716-720 N. Hamilton Street/E. Long Street. Parcels (12-200-17-004, 12-200-17-006, 12-200-200-007).
6. Ordinance 21-11 - The request of Norwood Et Al to annex a tract of land totaling 2.0 acres located at 2100 Cleveland Highway into the City of Dalton. Parcel (12-126-06-001).
7. First Reading - Ordinance 21-12 to Declare, Authorize, and Approve Residential Nuisance Property Abatement Through Administrative Process In Lieu of Judicial Process in Certain Circumstances.
8. First Reading - Ordinance 21-13 Amending the Unified Zoning Ordinance
9. Appointment of City Administrator

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 21, 2021

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

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agenda of June 21, 2021. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of June 7, 2021.

On the motion of Council member Harlan, second Council member Crews, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 21-08 - AMENDING THE LIST OF AUTHORIZED STREETS FOR PTV OPERATION

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council adopted Ordinance 21-08 to Amend Chapter 114 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Traffic And Vehicles" By Amending Article VII Captioned "Personal Transportation Vehicles" To Add "Designation Of Authorized Streets" in Section 114-425 (a) Thereof; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

SECOND READING - ORDINANCE 21-09 - BELTON AVENUE STREET CLOSING REQUEST

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council adopted Ordinance 21-09 to Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Belton Avenue, To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of Belton Avenue For Public Transportation Use; To Declare The Closing Of Such Section Of Belton Avenue, To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes. The vote was unanimous in favor.

FY-2021 BUDGET AMENDMENT #2

CFO Cindy Jackson presented FY-2021 Budget Amendment #2 to the Mayor and Council. Jackson stated the amendment is request by various departments and also includes funding of the 2021 CIP Fund. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the Amendment. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH GEO-HYDRO ENGINEERS FOR THE PROPOSED UNDERGROUND STORMWATER POND

Public Works Director Andrew Parker presented the Professional Services Agreement with Geo-Hydro Engineers for the Proposed Underground Stormwater Pond that will be located next to Dalton City Hall to acquire a detailed report of the subsurface condition that will be required to facilitate the design. A. Parker stated the total cost of the Agreement is \$4550.00 to be paid from the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH KRH ARCHITECTS

The Mayor and Council reviewed the Professional Services Agreement with KRH Architects for Design Services for the New Aquatic Center for the City Of Dalton at a cost of 6% of the construction contract award. On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT – BION SECURITY

The Mayor and Council reviewed the Professional Services Agreement with BION Security to assist the IT Department in deploying networking equipment to best practices in security at a cost not to exceed \$30,000.00. On the motion of Council member Goodlett, second Council member Crews, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

Mayor and Council
Minutes
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June 21, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:13 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/6/2021

Agenda Item: CRRSA Funding Contract for Dalton Muni Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget N/A

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

The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) provides COVID-19 relief funds to federally funded airports. Through this grant, Dalton Municipal Airport is eligible for \$23,000. These monies are 100% Federal funds with no local match required. The funds will be disbursed to us through GDOT as a reimbursement for eligible expenses. We will be required to submit monthly invoices to GDOT for our eligible expenses, and we will subsequently be reimbursed up to \$23,000. This contract with GDOT outlines funding eligibility and the process of submitting invoices, etc.

AGREEMENT
FOR
THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION

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

AND

CITY OF DALTON

PROJECT NUMBER: AP022-90CR-41(313) WHITFIELD
PID-T007655

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

WHEREAS, on December 27, 2020, The Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA Act") (Public L. 116-260) was enacted through which \$1,510,648 in funding was allocated to the DEPARTMENT for formulaic distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's ("FAA's") Airport Coronavirus Response Grant Program ("ACRGP"); and

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

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

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

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

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

ARTICLE I ALLOCATION AND UTILIZATION

1. **Purpose of Allocation.** This ALLOCATION is made to SPONSOR through the ACRGP for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic in the manner set forth herein. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CRRSA Act funds to the DEPARTMENT for operating assistance for federally obligated airports and the terms and conditions of this ALLOCATION. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Years 2020 and 2021.
2. **Allocation.** SPONSOR shall receive an ALLOCATION through the ACRGP in an amount up to Twenty-Three Thousand and 00/100 dollars (\$23,000.00) to be used utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CRRSA Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
3. **Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations as follows:
 - a. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020, which include costs related to airport operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport.
 - b. ALLOCATION funding may be utilized for debt service payments due from the SPONSOR on or after December 27, 2020.
 - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ACRGP ALLOCATION :
 - i. Rolling Stock/Equipment:

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

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

ii. Utilities and Land:

- 1) Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the SPONSOR to operate and maintain the airport(s) included in the ACRGP ALLOCATION must not exceed the percent attributable to the capital or operating costs of the airport.
- 2) Utility Relocation in ALLOCATION. The SPONSOR understands and agrees that:
 - a) The United States will not participate in the cost of any utility relocation unless and until the SPONSOR has submitted evidence satisfactory to the FAA that the SPONSOR is legally responsible for payment of such costs;
 - b) FAA participation is limited to those utilities located on-airport or off-airport only where the SPONSOR has an easement for the utility; and,
 - c) The utilities must serve a purpose directly related to the airport.
- 3) Land Acquisition. Where funds under the ACRGP ALLOCATION are used to acquire land, the SPONSOR shall record this AGREEMENT, including the ACRGP Assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

iii. Federal Control Towers. Any funds provided through the ALLOCATION for lawful expenses to support Federal Control Tower (“FCT”) operations shall be used by the SPONSOR in accordance with the CRRSA Act. Use of these funds is expressly limited to the following:

- 1) Expenses incurred by the SPONSOR on or after December 27, 2020, to support FCT operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combatting the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt payment services; and,
- 2) Eligible equipment for FCT operations defined in *FAA Reauthorization Program Guidance Letter 19-02*, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The SPONSOR may not use funds allocated for FCT operations for other airport purposes. Funds not expended for lawful expenses to support FTC pursuant to this Article are subject to recovery from the SPONSOR by the FAA.

- d. As a special condition to receiving an ALLOCATION under this AGREEMENT, the SPONSOR acknowledges the enactment on January 21, 2021, of Executive Order 13998, *Promoting COVID-19 Safety in Domestic and International Travel*, requiring the Secretary of Transportation to mandate masks be worn in compliance with the CDC Order in airports (https://www.cdc.gov/quarantine/pdf/Mask-Order-CDC_GMTF_01-29-21-p.pdf) consistent with applicable law. In furtherance of the objectives of this Executive Order, the Sponsor shall implement a policy requiring all persons wear a mask, in accordance with the above CDC Order and TSA Security Directive (<https://www.tsa.gov/coronavirus>), as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the ALLOCATION under this AGREEMENT consistent with 2 CFR §§ 200.339 and 200.340.
- e. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

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

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses for the period beginning **January 20, 2020 and ending June 30, 2022, and** for debt service and FCT expenses from the period beginning **December 27, 2020, and ending June**

30, 2022, is the total amount of ALLOCATION, which is Twenty-Three Thousand and 00/100 dollars (\$23,000.00). If the total eligible estimated operational maintenance expenses and debt service and FCT payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.

- b. Unless as otherwise provided in this AGREEMENT, any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT will not be changed.
- c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the ACRGP, the CRRSA Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
- e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.

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

ARTICLE II

PAYMENTS

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service and FTC payments incurred by the SPONSOR for the invoice period. In making its monthly submission, the SPONSOR shall submit invoices for FCT funds separately from any other invoices for funds provided as part of the ALLOCATION. After review and approval as appropriate of

such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided by the ACRGP through the CRRSA Act and as set forth in this AGREEMENT.

2. **Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2022** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the ALLOCATION. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
3. **Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
4. **Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the ACRGP, the CRRSA Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III**EMPLOYMENT OF DEPARTMENT'S PERSONNEL**

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

ARTICLE IV**CODE OF ETHICS**

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

ARTICLE V**RECORDKEEPING AND REVIEW OF RECORDS**

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

ARTICLE VI**RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

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

ARTICLE VII**CONTRACT DISPUTES**

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

ARTICLE VIII**TERMINATION FOR CAUSE AND FOR CONVENIENCE**

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

ARTICLE IX**COMPLIANCE WITH APPLICABLE LAWS**

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "ACRGP Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE ACT" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

GEORGIA DEPARTMENT OF
TRANSPORTATION BY:

DATE: _____

COMMISSIONER

ATTEST: _____
(SEAL)

CITY OF DALTON:

DATE: _____

Mayor

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007655 AP022-90CR-41(313) WHITFIELD

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY21 - SBGP-040-2021					
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUND REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$23,000.00	100%	\$23,000.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
TOTAL PROJECT					\$23,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-040-2021	5/17/2021	\$23,000.00	22159
Total Maximum Obligation of Federal Funds this Contract:		\$23,000.00	

EXHIBIT B

ACRGP ASSURANCES
AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

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

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

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

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Good Title.

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

4. Preserving Rights and Powers.

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

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

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

7. Consultation with Users.

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

8. Pavement Preventative Maintenance.

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

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

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

11. Veteran's Preference.

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

12. Operation and Maintenance.

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

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

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

15. Exclusive Rights.

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

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

16. Airport Revenues.

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

17. Reports and Inspections.

It will:

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

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers

necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

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

20. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

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

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

d. Required Solicitation Language

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

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

e. Required Contract Provisions.

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

- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated February 17, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

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

24. Disadvantaged Business Enterprises.

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

25. Acquisition Thresholds.

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

relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

EXHIBIT C

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

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

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

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

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

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

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

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

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

EXHIBIT C-2

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of CITY OF DALTON whose address is 4483 AIRPORT ROAD, PO BOX 1205, DALTON, GA, and it is also certified that:

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

Date

Signature

EXHIBIT D

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of CITY OF DALTON whose address is 4483 AIRPORT ROAD, PO BOX 1205, DALTON, GA. I hereby certify to the best of my knowledge and belief that:

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

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

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

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

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

except as here expressly stated (if any):

EXHIBIT E-1

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

Date

Signature

EXHIBIT E-2

EXHIBIT F**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

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

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

Date

Commissioner, Georgia Department of Transportation

EXHIBIT F

EXHIBIT G

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

I hereby certify that I am the _____ and duly authorized representative of CITY OF DALTON, whose address is 4483 AIRPORT ROAD, PO BOX 1205, DALTON, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

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

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

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

Date

Signature

Clerk (SEAL)

EXHIBIT G-1

**INSTRUCTIONS FOR
EXHIBIT G CERTIFICATION**

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

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

EXHIBIT G-2

EXHIBIT H
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of CITY OF DALTON whose address is 4483 AIRPORT ROAD, PO BOX 1205, DALTON, GA, and it is also certified that:

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

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

Date _____

Signature _____

EXHIBIT H



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF DALTON
Solicitation/Contract No./ Call No. or Project Description:	T007655/AP022-90CR-41(313), CRRSA Act

CONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

CITY OF DALTON

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT I

EXHIBIT J

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

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

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

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

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

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

Signature: _____

Name: _____

Position: _____

Company: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-6-21

Agenda Item: Resolution for ARPA Grant Funds

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? NA

Cost: \$0

Funding Source if Not in Budget N/A

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

Resolution to authorize the Mayor to execute documents for the receipt of American Rescue Plan Act (ARPA) funds. Authorizes CFO and City Administrator to open bank account for receipt of funds, prepare a project list of recommendations for use of funds, develop a grant program in compliance with federal regulations and requirements, disburse funds for approved projects, and file federal reports as required by ARPA grant guidelines as directed by US Department of Treasury.

RESOLUTION 21-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING THE CHIEF FINANCIAL OFFICER (CFO), CITY ADMINISTRATOR AND MAYOR TO EXECUTE CERTAIN DOCUMENTS REQUIRED TO ACCEPT LOCAL RECOVERY ASSISTANCE FUNDS UNDER THE AMERICAN RESCUE PLAN ACT AND FOR OTHER PURPOSES.

WHEREAS, Congress authorized the disbursement of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act ("ARPA") to aid local government in responding to and recovering from the coronavirus pandemic; and

WHEREAS, said funds will be distributed to the City of Dalton Georgia Office of Finance upon the completion of application for funding as well as compliance with the guidelines, terms and conditions specified by the United States Department of Treasury; and

WHEREAS, the City desires to authorize the CFO and City Administrator to complete and execute all documents required online for the disbursement of funds, to establish an account for the receipt of said funds, to authorize the Mayor to execute originals of all documents required to participate in the ARPA program and to ratify actions taken by the Mayor, CFO and City Administrator;

WHEREAS, the City desires to develop a program specifying the use of funds disbursed to the City under the ARPA program and requests the City Administrator in conjunction with the CFO to prepare a list of recommended eligible uses for submittal to the Mayor and Council for its approval;

BE IT THEREFORE RESOLVED by the Council for the City of Dalton that it authorizes the Mayor, CFO and City Administrator to execute all documents necessary to apply for, accept, deposit, and report on local recovery assistance dollars under the ARPA program, ratifies said documents and directs the CFO and City Administrator to provide the Mayor and Council quarterly reports on the ARPA program and the City's participation in said program following approval by the City of eligible projects. This resolution shall be effective immediately upon adoption.

David Pennington
Mayor

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/6/2021

Agenda Item: **The request of Jose Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.40 acres located at 716-720 N. Hamilton Street/E. Long Street, Dalton, Georgia. Parcels (12-200-17-004, 12-200-17-006, 12-200-200-007)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-10

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To General Commercial (C-2) Being A Tract of Land Totaling 0.4 Acre Located At 716 and 720 North Hamilton Street (Parcel Nos. 12-200-17-004 and 006, 007); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Jose Morales (Owner) has filed an application with the City to rezone property located at 716 and 720 North Hamilton Street (Parcel Nos. 12-200-17-004 and 006, 007);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

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 June 28, 2021 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 716 and 720 North Hamilton Street identified as Parcel Nos. 12-200-17-004, 006, 007 is hereby rezoned from Heavy Manufacturing (M-2) to General Commercial (C-2).

-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 Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: July 1, 2021

SUBJECT: The request of Jose Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.40 acres located at 716-720 N. Hamilton Street/E. Long Street, Dalton, Georgia. Parcels (12-200-17-004, 12-200-17-006, 12-200-200-007)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 28, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of 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 Jose Morales.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis, which was not in favor of the requested C-2 rezoning and then recommended a C-1 rezoning. There were no further questions for Calhoun.

Jose Morales stated his intent to redevelop the subject property as an effort to revitalize this area as part of the Crown Mill district. Morales did not specify specific design ideas nor specific business plans, but Morales stated that a commercial zone district would offer more opportunity for the subject property than manufacturing. Morales went on to note the several restaurants and commercial businesses in the immediate proximity of the subject property and that something such as a coffee shop may be a potential use of the subject property. Chairman Lidderdale confirmed with Morales that he would be satisfied with a C-1 rezoning as opposed to the C-2 that had been requested.

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

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Scott DeLay then made a motion to recommend a C-1 rezoning based on his agreement with the content of the staff analysis. David Pennington then seconded the motion and a recommendation to approve a C-1 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Jose Morales is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to General Commercial (C-2) (parcel 12-200-17-004, 006, 007) containing a total of 0.4-acre located at 716, 720 N. Hamilton St. The tract is currently developed with a commercial structure and parking area. The rezoning request to (C-2) is sought to serve the purpose of allowing the petitioner to utilize the commercial building for commercial use rather than manufacturing. No specific use has been identified as part of this request:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land cross E. Long St. that contains a commercial/industrial building and is zoned M-2; 2) to the east, there is a small tract of land containing a fee simple townhouse unit zoned R-5; 3) to the south, are three adjacent tracts zoned M-2 that each contain commercial buildings; 4) To the west, is a vacant tract zoned M-2.

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.

The area surrounding the subject property is one of great diversity from a land use perspective. In this area there is a mix of single-family, multi-family, commercial, and manufacturing zoning and land use. The subject property is flanked on three sides by the M-2 zone district, and the subject property is adjacent to the R-5 zone district to the east. This area has a long-standing exposure to many types commercial and manufacturing land use. Blight and vacant buildings/properties are common in this area. A look at the subject property and its existing building (see photo with maps) lead this planner to believe that the property is better suited for commercial use than manufacturing. A look at other factors such as sidewalk connectivity and adjacent and nearby neighborhoods create a good opportunity for any number of retail/service businesses.

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

The majority of adjacent properties are either commercial, industrial, or undeveloped. The only properties with the potential to be impacted in a negative sense are the residential tracts to the east of the subject property. There are two fee simple townhouse duplexes zoned R-5 that would have the potential to be impacted in a negative way if the subject property remains M-2 or is rezoned C-2. Both the M-2 and C-2 zone districts allow for high-intensive land uses that are prone to create significant noise and other inappropriate impacts to burden the adjacent residential tracts. It is worth noting that no matter the commercial or manufacturing zone district applied to the subject property, it will be required to have a 20' buffer along the entire eastern boundary.

(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.

As stated previously, the nature of most modern manufacturing requires much larger structures with much more modern amenities. The proposed C-2 rezoning would allow for a slightly more appropriate list of potential land uses. In this planner's opinion, however, the requested C-2

rezoning would create many of the same potential issues for the adjacent residential properties as the current M-2 zone district. A reasonable compromise for the subject property would be the C-1 Neighborhood Commercial zone district. The C-1 zone district allows for many low-intensive commercial land uses without the high-intensive commercial development permitted in C-2. The same 20' buffer applies to the C-1 zone district.

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

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The proposed rezoning would be a significant reduction in potential land use intensity than currently exists. Staff find no concerns for utility burden based on the size and location of the subject property. It is worth noting, however, that any improvements to the subject property for commercial use will require that the parking area be cement or asphalt and be striped according to the standards of the Unified Zoning Ordinance (UZO). This planner believes that there is more than sufficient area on the subject property to meet the minimum off-street parking standards of the UZO for most retail, service, or office space development.

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

The Comprehensive Plan and Future Development Map show the subject property to be within the Town Neighborhood Revitalization character area. This character area is intended to focus on aging neighborhoods within the city that have seen a decline in residential investment and that have been impacted by the encroachment of commercial and industrial developments. The goals for this character area are to restore the residential integrity to these areas by phasing out the aging commercial and industrial developments. With that being said, however, one of the primary land uses recommended for this character area is neighborhood commercial.

Essentially, low-intensity commercial land uses aimed at serving neighborhoods are not in conflict with this character area, and therefore, the requested C-1 rezoning would not be in conflict with the Comprehensive Plan and Future Development Map.

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

While the proposed rezoning would, if approved, create an island of C-2 surrounded by M-2 and R-5, this would not be considered "spot zoning" since the M-2 zone district is adjacent and of significant size. It is worth restating that the C-1 zone district would allow for a more appropriate list of land uses while posing the least burden to adjacent and nearby housing.

(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 recommend the subject property be rezoned **C-1** based on the following factors:

1. The C-1 rezoning would not be out of the character of existing development and zoning in this area.
2. Anticipation for adverse impact to property values surrounding the subject property is not an expected issue based on the existing development in the area and permitted uses within C-1. The required 20' buffer along the eastern boundary further mitigates potential impact to adjacent housing units.
3. The requested C-2 rezoning would be in conflict with the intent of the Comprehensive Plan and Future Development Map and Town Neighborhood Revitalization character area in this planner's opinion. A C-1 rezoning of the subject property would, however, permit more suitable uses of the subject property while respecting the intent of the Town Neighborhood Revitalization character area of the Comprehensive Plan.

Morales Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial CITY OF DALTON JURISDICTION



ZONING

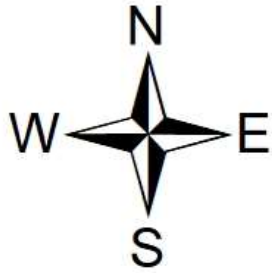
-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  General Commercial (C-2)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

FEET
150



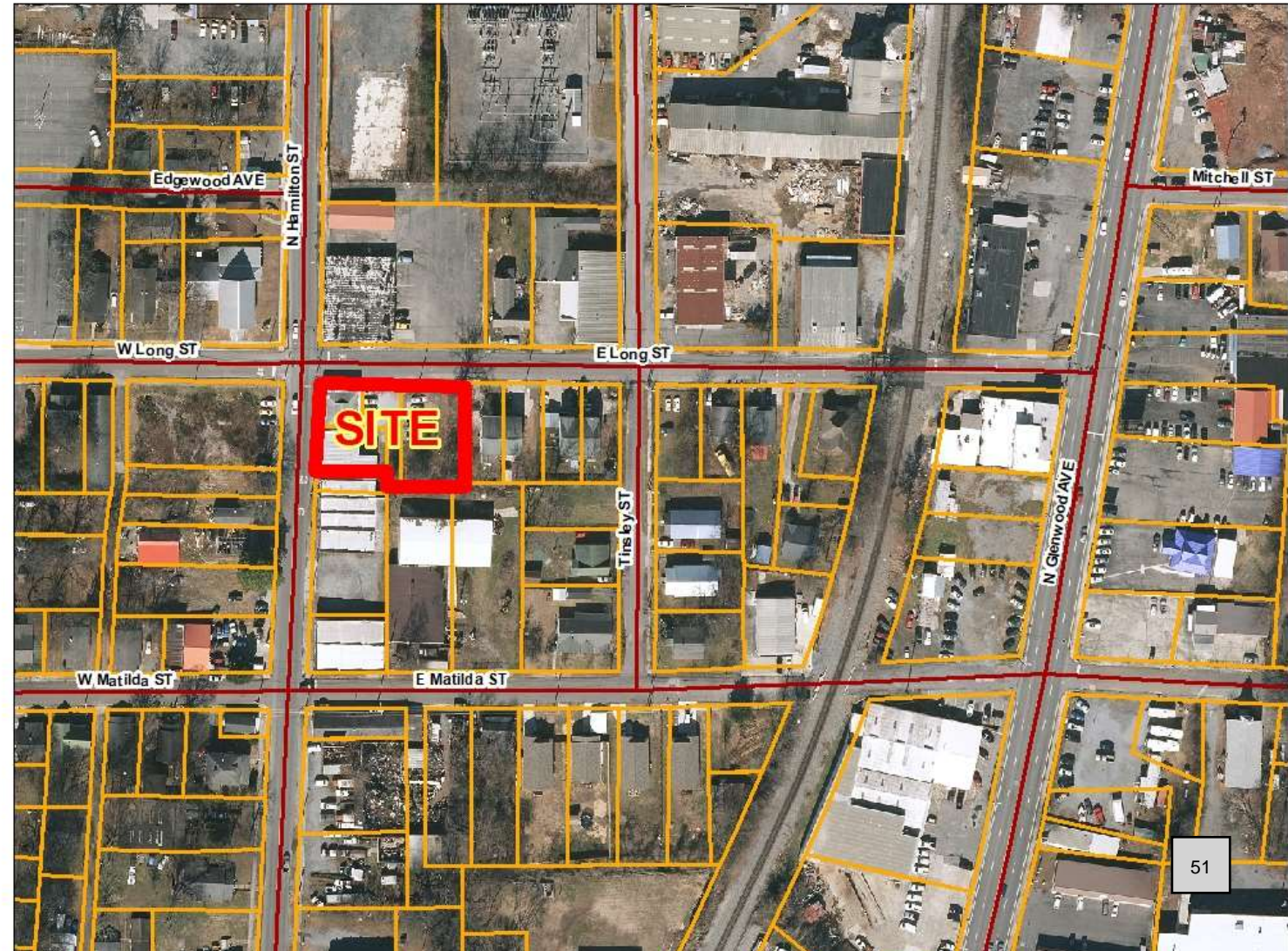
Facing South from E. Long St.

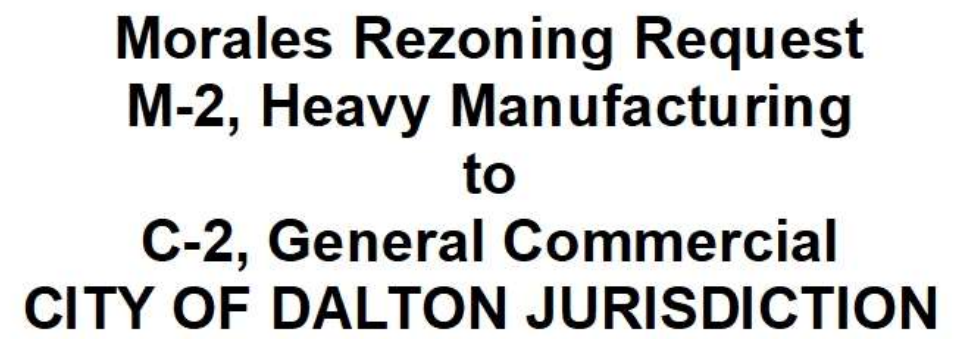




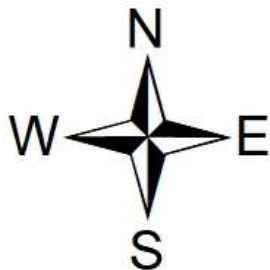
Morales Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial CITY OF DALTON JURISDICTION

FEET
150





**Morales Rezoning Request
M-2, Heavy Manufacturing
to
C-2, General Commercial
CITY OF DALTON JURISDICTION**



FUTURE DEVELOPMENT MAP



**FEET
150**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/6/2021

Agenda Item: **The request of Norwood Et Al for a tract of land totaling 2.0 acres located at 2100 Cleveland Highway, Dalton, Georgia. To be annexed into the City of Dalton. Parcel (12-126-06-001)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-11

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Rezone Said Property To A C-2 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Robin Norwood, Angie Callahan, Vickie Ownbey, and Kay Crider, by J. Tracy Ward, their attorney in fact, have made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 2100 Cleveland Highway and identified as Parcel No. 12-126-06-001; and

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

WHEREAS, the Property is currently zoned Neighborhood Commercial (C-1) Conditional;

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

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 June 28, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

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

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted

as findings and determinations of the Mayor and Council.

Section 2.

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

Section 3.

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

All that tract or parcel of land lying and being in Land Lot 126 of the 12th District and 3rd Section of Whitfield County, Georgia as shown on a plat prepared by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 9, 2021 and being shown on said survey as 2.00 acres and said survey is recorded in Plat Book F, Page 129, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and which is more particularly described as follows:

BEGIN at the intersection of the north right-of-way of Beulah Drive (50' right-of-way) and the east right-of-way of Cleveland Highway (variable right-of-way) thence in a northerly direction along the east right-of-way of Cleveland Highway along an arc to the left having an arc distance of 341.01 feet and being subtended by a chord having a bearing of north 44 degrees 42 minutes 58 seconds east and a chord distance of 340.86 feet to a chain link fence; thence running in an easterly direction along said chain link fence which is the north boundary line of the subject property as follows: south 53 degrees 28 minutes 9 seconds east 71.34 feet; thence continuing south 65 degrees 25 minutes 40 seconds east 34.29 feet to a point; thence running south 13 degrees 7 minutes 18 seconds west 246.65 feet to a point located on the north right-of-way of Beulah Drive (50' right-of-way); thence along the north right-of-way of Beulah Drive the following courses and

distances: north 80 degrees 50 minutes 44 seconds west 230.38 feet;
and north 82 degrees 1 minute 33 seconds west 155.50 feet to the Point
of Beginning.

Section 4.

The Property is rezoned to a C-1 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 2.00 acres. No streets or roads are affected by this annexation.

Section 6.

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

Section 7.

The Property located at 2100 Cleveland Highway identified as Parcel 12-126-06-001 is hereby rezoned from Neighborhood Commercial (C-1) Conditional to Neighborhood Commercial, (C-1).

Section 8.

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.

Section 9.

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

Section 10.

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

Section 11.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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

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

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: July 1, 2021

SUBJECT: The request of Norwood Et Al for a tract of land totaling 2.0 acres located at 2100 Cleveland Highway, Dalton, Georgia. To be annexed into the City of Dalton. Parcel (12-126-06-001)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 28, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of 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 Tracy Ward.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested annexation into the City of Dalton. There were no further questions for Calhoun.

Tracy Ward, the petitioner's attorney, stated the owner's desire to construct a 6,000-8,000SF structure for package alcohol sales. Ward then stated that access to Cleveland Hwy. is not feasible due to the GDOT requirement for a decell lane, and Ward clarified that access to Beulah Dr. would be necessary in order for any business to operate on the subject property. Ward stated that the nature of the proposed business does not create concern for significant trip generation as compared to the many other uses permitted within the C-2 zone district.

Thomas Warren, a nearby neighbor, stated his opposition to the annexation based on his concern for traffic generation as well as the threat of intoxicated drivers endangering the safety of his neighborhood.

Harold Goforth, a nearby neighbor, mirrored Warren's remarks regarding traffic as well as a general opposition to alcohol sales at this location. Goforth then stated that the traffic conditions are already concerning at the Beulah Dr. and Cleveland Hwy. intersection and that this would only worsen the existing issue.

Bill Jackson, another nearby neighbor, agreed with the remarks of Warren and Goforth regarding traffic concerns and a strong opposition to the sale of alcohol at this location. Other members of the audience made affirming remarks or gestures in agreeance with Jackson's final remarks opposing the annexation and sale of alcohol.

Ward rebutted by simply noting the many other commercial uses already permitted on the subject property that would generate as much or more traffic.

With no other comments heard for or against, this hearing closed at approximately 7:15pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested annexation into the City of Dalton. **Jody McClurg then made a motion to recommend approval of the annexation based on her agreement with the content of the staff analysis. Scott DeLay then seconded the motion and a recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE:

Robin Norwood Et Al. is seeking annexation of a parcel (#12-126-06-001) into The City of Dalton. located at 2100 Cleveland Highway within the General Commercial (C-2) zone district. Dalton's current corporate boundary flanks the subject property on one side.

The surrounding land uses and zoning are as follows: 1) To the north, is a 1.9-acre tract of land zoned R-5 that contains a mix of commercial and residential structures within the unincorporated County, 2) to the east, is a 0.53-acre tract zoned C-1 that contains a vacant single-family detached dwelling, 3) to the south, are two adjacent tracts of land across Beulah Dr. that are each zoned Low-Density Single-Family Residential R-2. One of the southern tracts contains a single-family dwelling while the other contains the Dalton Country Club, 4) To the west across Cleveland Highway, are two adjacent tracts of land zoned C-1 and C-2 that are each undeveloped. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad Apr. 30, 2021 (16 days notice) 2. Property posted Apr. 30, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing C-1 Cond. zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton.

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

No impact is expected if this annexation is approved.

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

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

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

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

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

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton, as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area. It is worth noting the attached letter that specifies the condition applied to the subject property as part of its past rezoning. The condition states that commercial access is limited to Cleveland Highway only; and the existing driveway off Beulah Drive must be closed to prevent access from Beulah Drive.

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

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

(G) Whether there are any other conditions or transitional patterns affecting the use and

development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

This request, if approved, would simply expand the boundary of the City of Dalton. While this annexation does not create a County island, it does illustrate that the future annexation of the eastern and western adjacent tracts would be preferable in order to create a more consistent boundary.

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

The subject property is currently undeveloped, but it had been developed in years past for single-family residential use. It is not unusual to find a lot that has been cleared for redevelopment along this section of Cleveland Highway. The age of development in this area of the County/City is at a point where redevelopment and infill projects will likely become more common.

CONCLUSION: The staff recommendation is that the subject property is suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of most properties in the vicinity.



DALTON-WHITFIELD ZONING

March 14, 2014

Taylor Family Rentals LLC
3001 Marran Drive
Rocky Face GA 30740

Dear Taylor Family Rentals LLC,

The Whitfield County Board of Commissioners made a final decision on March 10, 2014 regarding the rezoning request for the property located at 2100 Cleveland Highway (Tax Parcel 12-126-06-001). A zoning change was approved for 3.34 acres from R-2, Single Family Residential to C-1, Neighborhood Commercial with the following conditions:

- (1) Commercial access is limited to Cleveland Highway only; and
- (2) The existing driveway off Beulah Drive must be closed to prevent access from Beulah Drive.

Please note before a building permit can be issued, the zoning ordinance requires a buffer (fence and evergreen vegetation) be installed between commercial uses and residential uses. As your property is now zoned, a 12-foot wide buffer will be required along the east property line between city and county properties and a 30-foot wide buffer will be required along a portion of the north property line between the commercial use and the mobile home park to the north. (Buffer requirements enclosed)

If you have any questions or comments concerning this matter, this office will gladly assist you in any way possible. You may contact me at (706) 875-2533 or jgarland@whitfieldcountyga.com.

Sincerely,

Jean Price-Garland
Dalton-Whitfield Zoning

Norwood ETAL Annexation Request

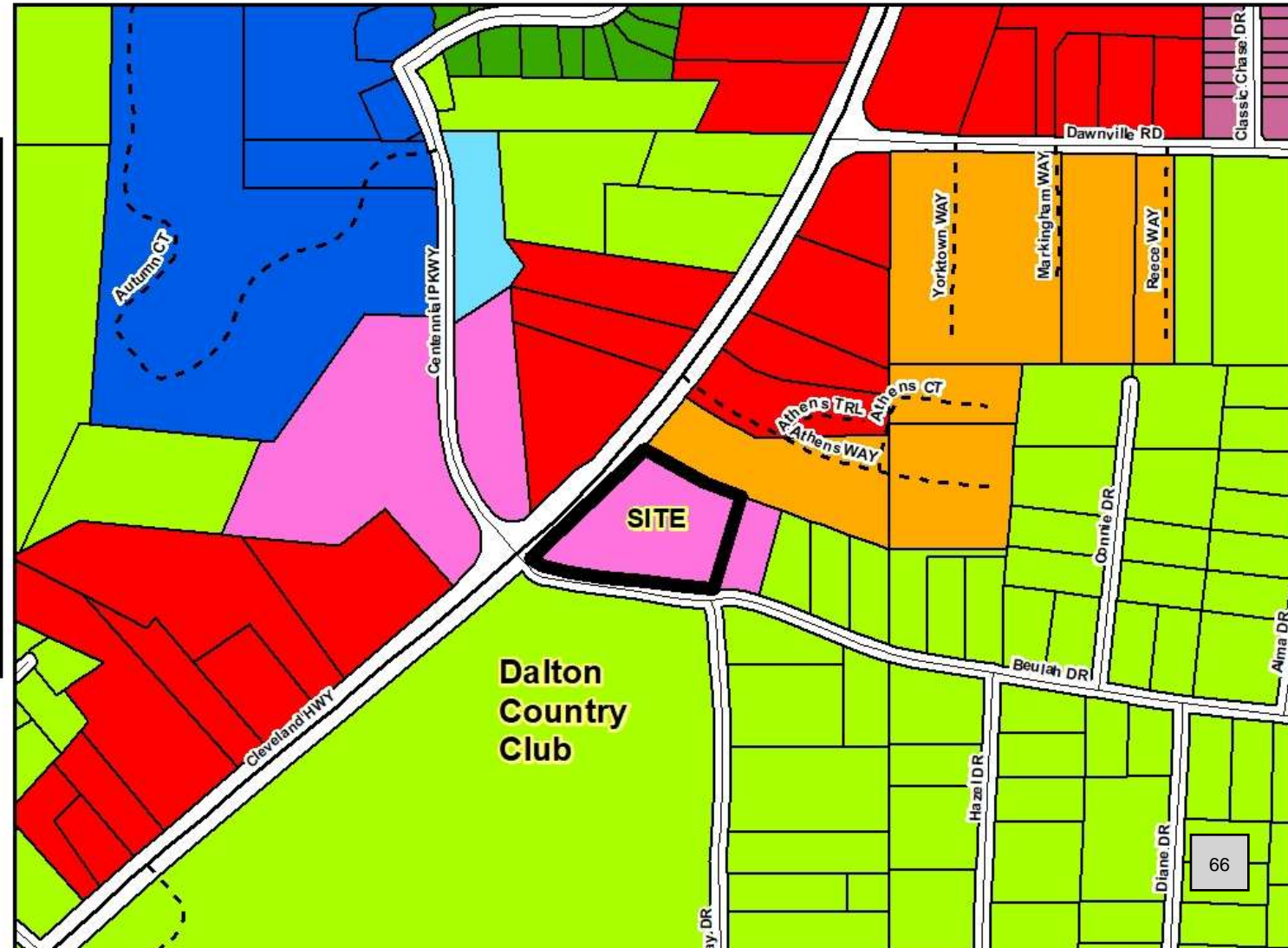
Zoning will remain C-2, General Commercial



ZONING

- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Zero Lot Line Residential (R-4)
- Rural Residential (R-5)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- Neighborhood Commercial (C-1) Cond
- Neighborhood Commercial (C-1)
- General Commercial (C-2)

Feet
600



Norwood ETAL Annexation Request

Zoning will remain C-2, General Commercial

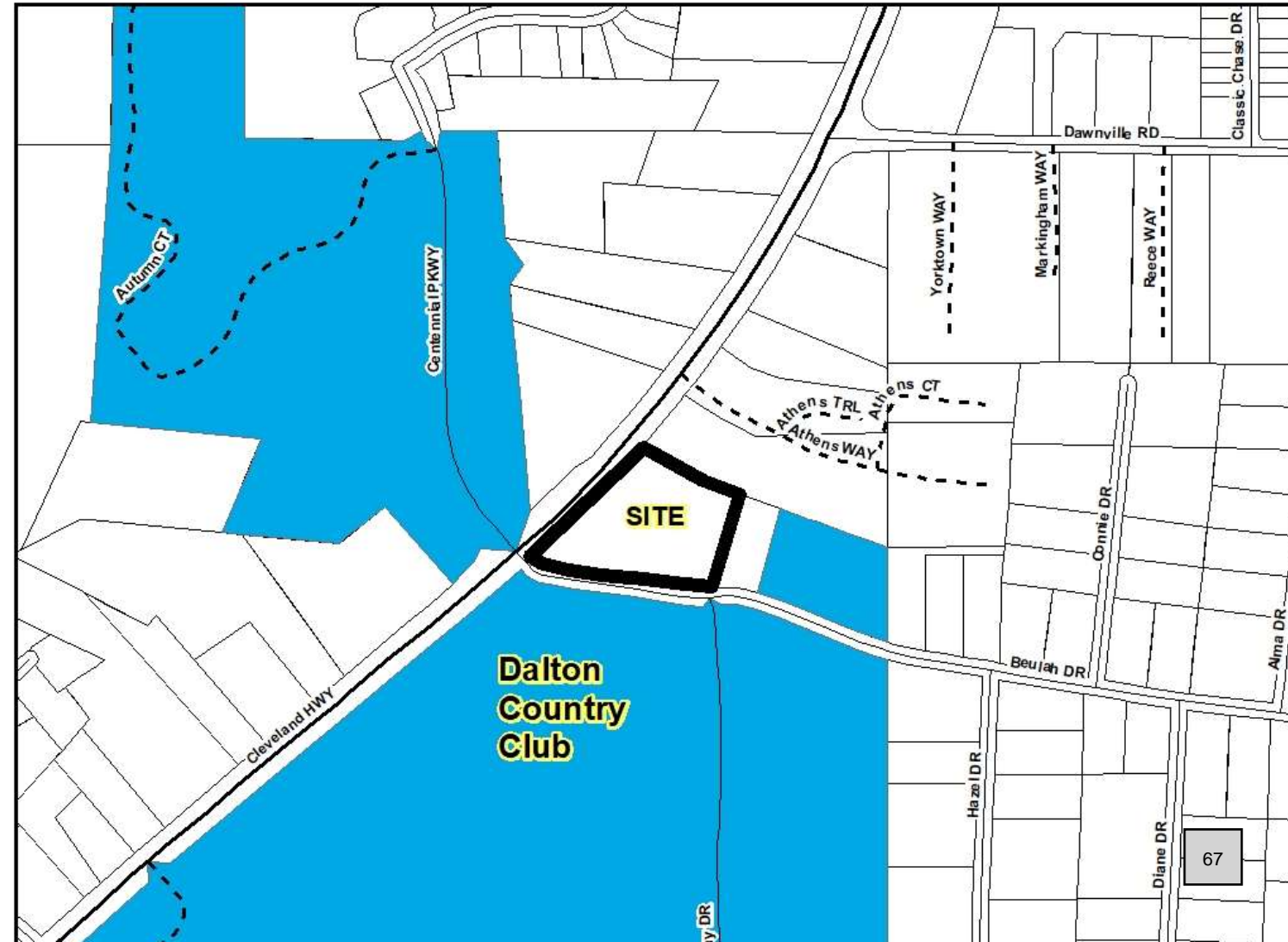


DALTON CITY LIMITS



Town_Boundaries

Feet
600



Norwood ETAL Annexation Request

Zoning will remain C-2, General Commercial



Feet
600



Norwood ETAL Annexation Request

Zoning will remain C-2, General Commercial



Feet
200



Norwood ETAL Annexation Request

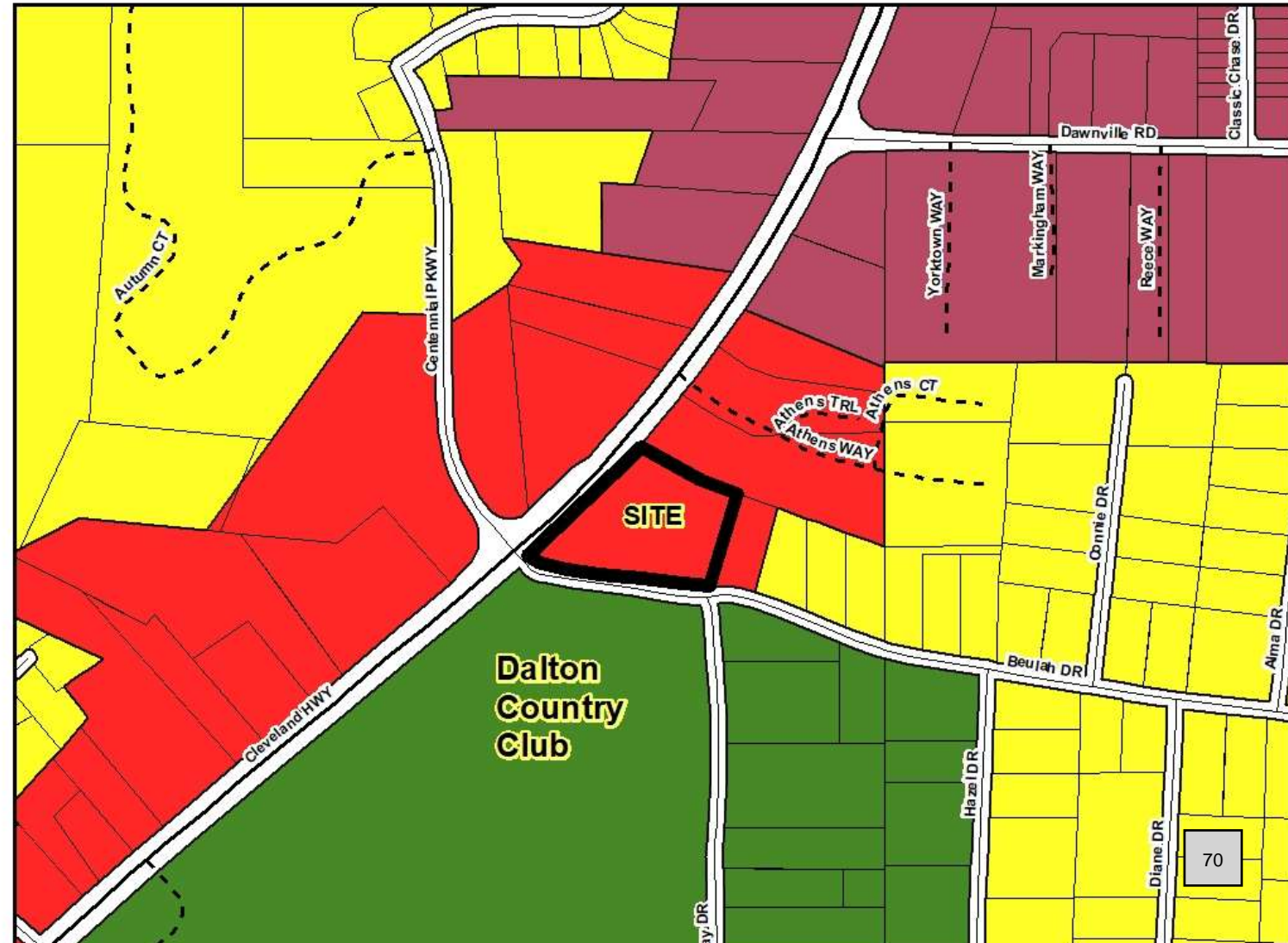
Zoning will remain C-2, General Commercial



FUTURE DEVELOPMENT MAP

-  Commercial
-  Community Activity Center
-  Preserve
-  Suburban Neighborhood

Feet
600





Whitfield County

Board of Commissioners

Board Members

Jevin Jensen, Chairman

Barry W. Robbins

Robby Staten

John Thomas

Greg Jones

May 10, 2021

Honorable David Pennington
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-126-06-001

Dear Mayor Pennington:

At the May 10, 2021 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-126-06-001.

Regards,

Mark Gibson

Mark Gibson
County Administrator

cc: Ashley O'Donald, Chief Appraiser
Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
David Metcalf, Emergency Services Director
File

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



Public Safety Commission
Bill Weaver
Terry Mathis
Anthony Walker
Truman Whitfield

DALTON POLICE DEPARTMENT

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

Date: April 14, 2021

To: Chief Cliff Cason

From: Captain Barry Woods

RE: 2100 Cleveland Hwy (12-126-06-001)

Chief Cason:

I have reviewed the annexation request for 2100 Cleveland Hwy. Parcel Numbers 12-126-06-001. On the map provided with the annexation request it appears that there are two residential structures on the parcel subject to annexation. I traveled to the location to see if the residential structures were still on the property and to determine the condition of the structures. The parcel currently has two residential structures that appear to be vacant. These residential structures are in a dilapidated state and in their current condition would not be in compliance with City of Dalton Ordinance Chapter 22, Buildings and Building Regulations, and International Property Maintenance Code 301.3, Vacant Structures and Land.

On the annexation application it proposes annexing 2.0 acres while Whitfield County Tax Parcel Information shows that 12-126-06-001 is 3.34 acres. There is a survey attached to the annexation application which shows the parcel divided into two tracts with one of the residential structures being on each tract. On the survey both tracts show the same parcel number with Tract 1 being 2 acres. It appears that the request is to annex Tract 1 of Parcel 12-126-06-001.

Other than the condition of the two residential structures on the parcel, the annexation of the parcel would have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

Captain Barry Woods

PUBLIC WORKS DEPARTMENT
P. ANDREW PARKER, P.E., DIRECTOR
aparker@daltonga.gov

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




DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

M E M O R A N D U M

TO: David Pennington III, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: P. Andrew Parker, P.E. 
Public Works Director

RE: Annexation Request
Robin Norwood, Angie Callahan, Vickie Ownbey, &
Kay Crider
2100 Cleveland Highway
2.0 Acres
Parcel Number: 12-126-06-001
Zoning Classification: C-2

DATE: April 21, 2021

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

Please note, however, as per the Road Maintenance Agreement between the City and County Public Works Departments (dated 04/17/2013), Beulah Drive is a County maintained roadway. Additionally, Cleveland Hwy is a Georgia DOT State Route. Any new points of site access (curb cuts/driveways) will need to be coordinated with the appropriate agency as outlined above.

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Terry Mathis
Anthony Walker
Bill Weaver
Truman Whitfield

April 16, 2021

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-126-06-001, 2100 Cleveland Highway

Greetings,

At the present time there is no indication the proposed annexation of the above listed property would render a reduction in the level of fire protection by Dalton Fire Department. The property in its current state is undeveloped and meets all requirements for fire protection. I have included the results of the staff analysis conducted by our Prevention Division.

Additional fire protection, such as the addition of hydrants, may be required to manage risks associated with development of the property. However, until such time as plans are made known, no further recommendation can be made as to additional specific fire protection needs for this property.

Dalton Fire Department would not oppose annexation of this property, with the contingency for expansion of fire protection, and apparatus access measures relative to development of the property.

Thank you,

A handwritten signature in black ink that reads "Todd Pangle".

Todd Pangle
Fire Chief
Dalton Fire Department

Fire Chief
Todd Pangle



DALTON FIRE DEPARTMENT
PREVENTION DIVISION

Fire Marshal
Matt Daniel
404 School Street
Dalton, GA 30720
(706) 529-7486
mdaniel@daltonga.gov

Fire Inspectors
Donnie Blankenship
(706) 278-7363 x227
dblankenship@daltonga.gov
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

April 16, 2021

Re: Annexation Analysis

Property Address/Parcel: 12-126-06-001, 2100 Cleveland Highway

Access: Access to the sight does not appear to be an issue. Appears to be mostly on grade.

Water Supply: According to Dalton Utilities map there is a 6" main located on the east side of Cleveland Highway. This should provide adequate water supply for potential development. There is a fire hydrant located on a 6" main on the southwest corner of the parcel. Additional fire hydrants may be required depending on the structures size, intended use and commodity.

Property Use: Empty lot for potential commercial development. Appropriate state minimum standards for life safety will apply once occupancy type is determined.

Setbacks: Setback requirements do not appear to be an issue. There are high voltage power lines that cross the property from east to west at the south section of the parcel.

Respectfully,

A handwritten signature in black ink that reads "M Daniel".

Matt Daniel
Captain
Prevention Division



April 15, 2021

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

RE: Annexation Request for Robin Norwood, Angie Callahan, Vickie Ownbey and Kay Crider – 2100 Cleveland Highway (2.0 acres)

Dear Mayor Pennington:

As requested in your April 9, 2021, memorandum, Dalton Utilities has reviewed the above referenced annexation request for 2.0 acres located at 2100 Cleveland Highway. This property is further described as parcel number 12-126-06-001 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas and telecommunications services to this site from nearby existing utility infrastructure. We are unable to provide electrical service to this location.

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

Sincerely,

Mark Buckner, P.E.



SPONCLER & THARPE, LLC
ATTORNEYS AT LAW

J. Tracy Ward
tward@daltongalaw.com

April 5, 2021

VIA HAND DELIVERY

Ms. Bernadette Chattam
City of Dalton Clerk
300 W. Waugh St.
Dalton, GA 30720

Re: Annexation Petition for property located at 2100 Cleveland Highway, Dalton, GA 30720

Dear Ms. Chattam:

Please be advised that I represent the petitioners in the above petition for annexation of their property into the City of Dalton. In connection with the annexation enclosed you will find the following documents:

1. Annexation Application executed by the four (4) co-owners;
2. Copy of the Warranty Deed conveying the subject property plus additional property to the current owners;
3. The executed "Notice to Land Owners";
4. A survey of the property which has been recorded in the Whitfield County Deed Records;
5. The legal description of the property to be annexed that I prepared;
6. A check made payable to the City of Dalton for the filing fee in the amount of \$150.00.

The property does not have a storm water facility located on the property. If one is needed I will have it promptly executed and filed with your office. This property has an old house located on it which is to be demolished by my client who is purchasing this property and my client intends to build a retail store for the sale of beer, wine and distilled spirits. The property is currently zoned C-1 and after discussions with Jean Garland the plans that my client has for the use of the property meet the requirements of the C-1 zoning classification.

If anything further is needed at this point please let me know.

I appreciate your assistance very much.

Very truly yours,

J. Tracy Ward

PAYMENT SUMMARY RECEIPT

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

DATE: 04/09/21 CUSTOMER#:
TIME: 10:12:28
CLERK: 628jchav

RECPT#: 187190 PREV BAL: 150.00
TP/YR: P/2021 AMT PAID: 150.00
BILL: 187190 ADJSTMNT: .00
EFF DT: 04/09/21 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

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

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

PAID BY: SPONCLER & THARPE, L
PAYMENT METH: CHECK
PAYMENT REF: 14941

TOT PREV BAL DUE: 150.00
TOT BAL DUE NOW : .00

SPONCLER & THARPE, LLC

14941

DATE	INVOICE NUMBER	MEMO	BALANCE
	annexation/20.20105		150.00
CHECK DATE 4/1/21	CHECK NUMBER 14941	City of Dalton	
TOTAL			\$150.00

SPONCLER & THARPE, LLC
LAW FIRM OPERATING ACCOUNT
225 WEST KING STREET
DALTON, GA 30720
(706) 278-5211

FIRST BANK
MEMPHIS, TN 38133

87-703/843

14941



Memo:
PAY:

NUMBER	DATE	AMOUNT
14941	Apr 1, 2021	150.00

One Hundred Fifty and 00/100 Dollars

TO THE
ORDER
OF City of Dalton

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈014941⑈ ⑆084307033⑆ 0001 347 145⑈

Details on back.



ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:
Robin Norwood, Angie Callahan, Vickie Ownbey, Kay Crider

APPLICANT ADDRESS:
SEE ATTACHED EXHIBIT "A"

CITY, STATE & ZIP:
SEE ATTACHED EXHIBIT "A"

TELEPHONE NUMBER:
SEE ATTACHED EXHIBIT "A"

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:
2100 Cleveland Hwy, Dalton, Georgia 30720

(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:
N/A

(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:
N/A

(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:
Retail store for sale of alcohol and tobacco

• PROPOSED ZONING CLASSIFICATION C-2

• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 2.0 acres

• TAX MAP NUMBER/PARCEL NUMBER 12-126-06-001

• HOUSING UNITS NONE

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF REGISTERED VOTERS

0

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT
NUMBER THAN SHOWN IN NUMBER (1)

0

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

0

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

0

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF HOUSING UNITS.

0

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

0

CAUCASIAN

0

LATINO

0

AFRICAN
AMERICAN

0

OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS
OTHER THAN ENGLISH.

0

SIGNATURE OF APPLICANT(S) Robin Norwood

DATE

04/01/2021

Angie Callahan

Vickie Ownbey

Kay Crider

Page | 1

OWNERSHIP VERIFICATION

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

All four individuals who are listed below own a total of 100% interest in

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

Tax Parcel 12-126-06-001

I hereby appoint J. Tracy Ward, Attorney at Law
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

Robin Norwood
(Owner's Name) Robin Norwood

Angie Callahan
Angie Callahan

Vickie Ownbey
Vickie Ownbey

Kay Crider
Kay Crider

Sworn to and subscribed
Before me, this 15th day
of April, 2021.

Cynthia McClure
Notary Public



(Seal)



NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 per year.

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

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

Robin Norwood

SIGNED

Robin Norwood

04/01/2021
DATE

Angie Callahan

Angie Callahan

4/1/21
DATE

Vickie Ownbey

Vickie Ownbey

4-1-21
DATE

Kay Crider

Kay Crider

4-1-21
DATE

**LEGAL DESCRIPTION FOR TAX PARCEL NO. 12-126-06-001
TO BE ANNEXED TO THE CITY OF DALTON**

All that tract or parcel of land lying and being in Land Lot 126 of the 12th District and 3rd Section of Whitfield County, Georgia as shown on a plat prepared by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 9, 2021 and being shown on said survey as 2.000 acres and said survey is recorded in Plat Book F, Page 129, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and which is more particularly described as follows:

BEGIN at the intersection of the north right-of-way of Bulah Drive (50' right-of-way) and the east right-of-way of Cleveland Highway (variable right-of-way) thence in a northerly direction along the east right-of-way of Cleveland Highway along an arc to the left having an arc distance of 341.01 feet and being subtended by a chord having a bearing of north 44 degrees 42 minutes 58 seconds east and a chord distance of 340.86 feet to a chain link fence; thence running in an easterly direction along said chain link fence which is the north boundary line of the subject property as follows: south 53 degrees 28 minutes 9 seconds east 71.34 feet; thence continuing south 65 degrees 25 minutes 40 seconds easts 34.29 feet to a point; thence running south 13 degrees 7 minutes 18 seconds west 246.65 feet to a point located on the north right-of-way of Bulah Drive (50' right-of-way); thence along the north right-of-way of Bulah Drive the following courses and distances: north 80 degrees 50 minutes 44 seconds west 230.38 feet; and north 82 degrees 1 minute 33 seconds west 155.50 feet to the Point of Beginning.

After Recording Return to: ✓
Gregory H. Kinnamon, P.C.
P.O. Box 6178
Dalton, GA 30722-6178

DOC# 18486
FILED IN OFFICE
09/25/2008 03:20PM
Bk: 5260 Page: 42-43
Melica Kendrick
CLERK OF SUPERIOR COURT
WHITFIELD COUNTY

[Space above this line for recording data.]

PT 2236

EXECUTOR'S DEED

Georgia, Whitfield County

Title Not Examined

THIS INDENTURE made this 25 day of September, 2008, between **Kay Crider and Gary Crider**, as Co-Executors of the Last Will and Testament of **Cecile Taylor**, deceased, as Grantor, and **Robin Norwood, Angie Callahan**, as sole heir at law of **Ronald Taylor**, deceased, **Vickie Ownbey and Kay Crider**, Grantee.

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

WITNESSETH:

That pursuant to and in conformity with the powers and authority granted in the Last Will and Testament of Cecile Taylor, whose will was duly probated in Solemn Form in the Probate Court of Whitfield County, Georgia on January 18, 2008, and in consideration of Love and Affection, the receipt of which is hereby acknowledged, GRANTOR has bargained and sold and by these presents does grant, bargain, sell and convey unto said GRANTEE the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said tract of land together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in as full and as ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said **Cecile Taylor**.

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

Signed, sealed and delivered in the presence of:

Maria Economy
Unofficial Witness

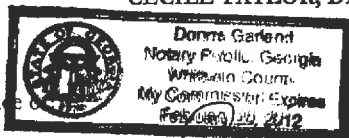
Donna Garland
Notary Public

Signed, sealed and delivered in the presence of:

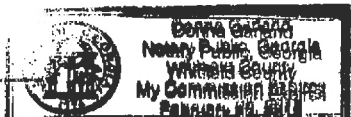
Robin's McDonald
Unofficial Witness

Donna Garland
Notary Public

Kay Crider (SEAL)
KAY CRIDER, AS CO-EXECUTOR OF
THE LAST WILL AND TESTAMENT OF
CECILE TAYLOR, DECEASED.



Gary Crider (SEAL)
GARY CRIDER, AS CO-EXECUTOR OF
THE LAST WILL AND TESTAMENT OF
CECILE TAYLOR, DECEASED.



TRACT I:

Lots 12, 13, 55 and 56 of the Air Way Subdivision according to plat made by R. E. Smith, Surveyor, in June 1932. Said plat being recorded in Plat Book No. 1, page 97, Clerk's Office, Whitfield County, Georgia. Said above plat consisting of one acre, more or less, located on the north side of the Cleveland Highway. This being the northeast half of that tract of land which was conveyed to C. G. Weeks, Sr. and James E. Weeks by deed from Mrs. Francis C. Skipper, dated August 23, 1948 and recorded in Book 52, page 163, deed records of Whitfield County, Georgia.

TRACT II:

A tract or parcel of land located in Land Lot No. 142 of the 12th District and 3rd Section of Whitfield County, Georgia, and being known as Lots Nos. 10, 11, 53 and 54 of the A. C. Air Way Subdivision, as per plat of the same recorded in Plat Book 1, page 97, Office of the Clerk of the Superior Court of Whitfield County, Georgia, and being the identical property conveyed to Edith Glynn Weeks by Warranty Deed of James E. Weeks, dated April 15, 1958, as recorded in Deed Book 111, page 575, Deed Records of Whitfield County, Georgia, reference to which is herein made.

This being the identical property conveyed by L. C. McCulley to John Lewallen and Haley (Mrs. John) Lewallen, by Warranty Deed under date of July 22, 1958, filed and recorded July 22, 1958 in Deed Book 114, page 4, Deed Records, Whitfield County, Georgia.

TRACT III:

A tract or parcel of land located in Land Lot No. 126 of the 12th District and 3rd Section of Whitfield County, Georgia, fronting 405.5 feet on the East side of the Dalton-Cleveland Highway, and being more particularly described as follows:

BEGINNING at a point on the North side of Bulah Drive, which point is the Southwest corner of the property of Harold Day, Sr. and which latter point is located North 68 degrees 30 minutes West 335 feet from a point on the North side of Bulah Drive, which point is 745 feet West and 1,507.3 feet North of the southeast corner of Land Lot No. 126; thence running North 68 degrees 30 minutes West 110 feet along the North side of Bulah Drive; thence running North 82 degrees West 451.5 feet to the East side of the Dalton-Cleveland Highway; thence running in a north-easterly direction along the East side of the Dalton-Cleveland Highway 405.5 feet; thence running south 60 degrees East 171.5 feet; thence running South 70 degrees 30 minutes East 186.5 feet, more or less; thence running in a southerly direction to the northwest corner of the property of Harold Day, Sr., as conveyed by L. C. McCulley to Harold Day, Sr. as recorded in Deed Book 102, page 390, Deed Records of Whitfield County, Georgia; thence running in a southerly direction along the west line of the property of the said Harold Day, Sr., 205 feet to the North side of Bulah Drive, as the point of beginning, and being a part of that property conveyed by Warranty Deed of D. O. Cook and Mrs. Lena V. Shackleford to L. C. McCulley, dated April 24, 1950, as recorded in Deed Book 59, page 121, Deed Records of Whitfield County, Georgia.

EXHIBIT “B”

4-1-14

General commercial (C-2.) This district is established to provide for and to encourage appropriate development along collector and arterial thoroughfares, which includes the broadest mix of commercial retail and service uses with associated storage capabilities, and other commercial activities which will both accommodate the needs of residents and those of the traveling public. Shopping centers and large retail stores would be common, along with a host of supporting commercial uses

PROPERTY NOTES

1. THE PROPERTY IS LOCATED IN THE CITY OF DALLAS, TEXAS, IN THE COUNTY OF DALLAS, TEXAS.

2. THE PROPERTY IS BOUND BY THE DALLAS STREET TO THE NORTH, THE DALLAS STREET TO THE SOUTH, THE DALLAS STREET TO THE EAST, AND THE DALLAS STREET TO THE WEST.

3. THE PROPERTY IS BOUND BY THE DALLAS STREET TO THE NORTH, THE DALLAS STREET TO THE SOUTH, THE DALLAS STREET TO THE EAST, AND THE DALLAS STREET TO THE WEST.

4. THE PROPERTY IS BOUND BY THE DALLAS STREET TO THE NORTH, THE DALLAS STREET TO THE SOUTH, THE DALLAS STREET TO THE EAST, AND THE DALLAS STREET TO THE WEST.

5. THE PROPERTY IS BOUND BY THE DALLAS STREET TO THE NORTH, THE DALLAS STREET TO THE SOUTH, THE DALLAS STREET TO THE EAST, AND THE DALLAS STREET TO THE WEST.

ADDITIONAL NOTES

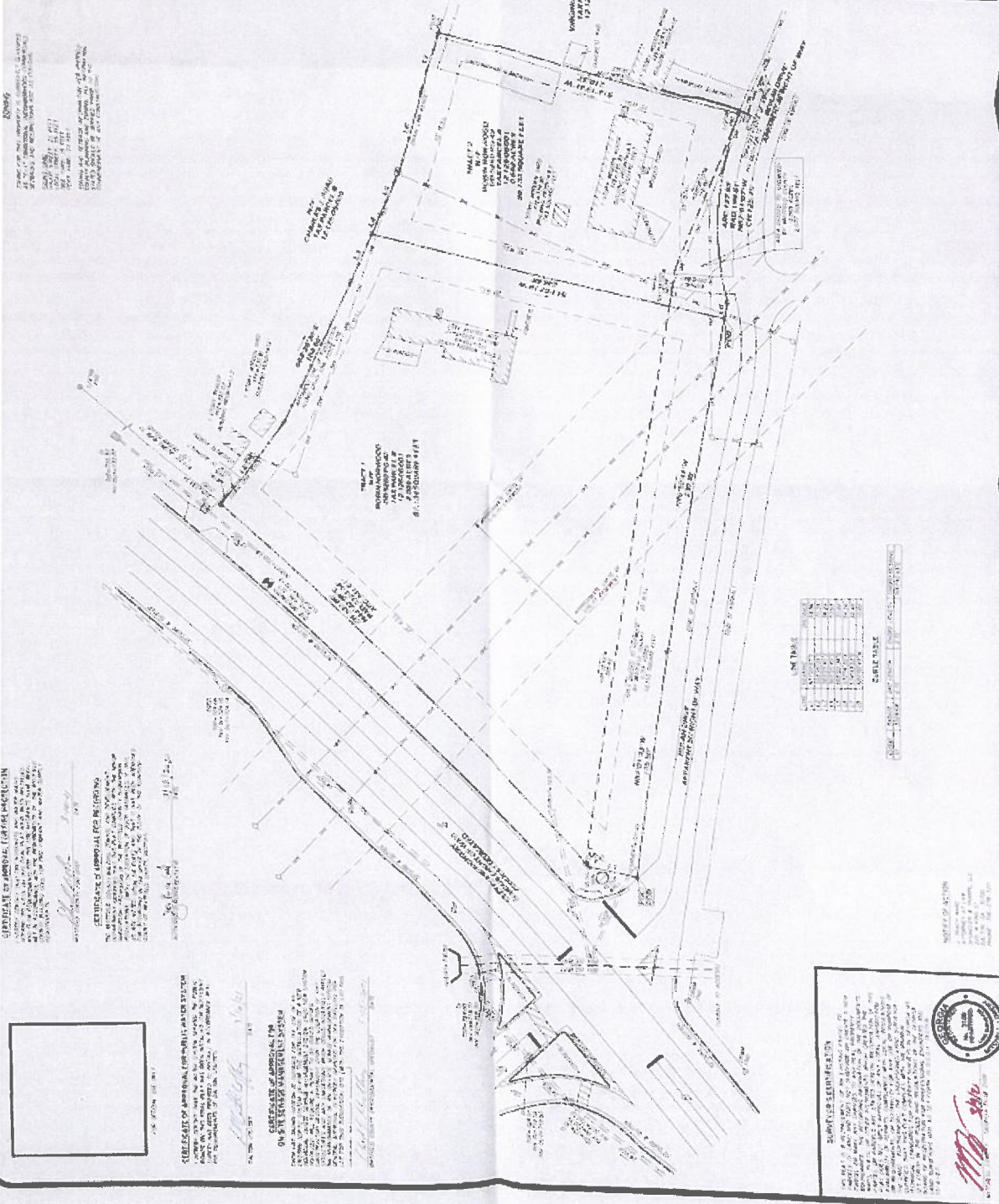
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5. THE PROPERTY IS BOUND BY THE DALLAS STREET TO THE NORTH, THE DALLAS STREET TO THE SOUTH, THE DALLAS STREET TO THE EAST, AND THE DALLAS STREET TO THE WEST.



CERTIFICATE OF APPROVAL FOR THE SURVEY

I, the undersigned, being a duly licensed land surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

Surveyor

CERTIFICATE OF APPROVAL FOR THE SURVEY

I, the undersigned, being a duly licensed land surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

Surveyor

CERTIFICATE OF APPROVAL FOR THE SURVEY

I, the undersigned, being a duly licensed land surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

Surveyor

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-126-06-001
Realkey 13431
Property Record Card [Click Here](#)
GIS Map [Map](#)
Owner Name NORWOOD ROBIN & ETAL
Owner Address C/O KAY CRIDER
Owner Address 2 3001 MARRAN DRIVE
Owner Address 3
Owner City ROCKY FACE
Owner State GA
Owner Zip 30740
Latitude
Longitude

Property Information

Class Residential
Strata Lot
Tax District County
Neighborhood
Legal Description L1 MCCULLEY
Total Acres 3.34
Zoning See GIS Map
GMD\Map Number 080
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 2100
Parcel Street Extension
Parcel Street Direction
Parcel Street Name CLEVELAND
Parcel Street Units
Parcel Street Type HWY

Current Fair Market Value Information

Previous 198909
Current 198909
Land 45283
Residential Improvement 148819
Commercial Improvement
Accessory Improvement 4807
Conservation Use Value

Historical Fair Market Value Information

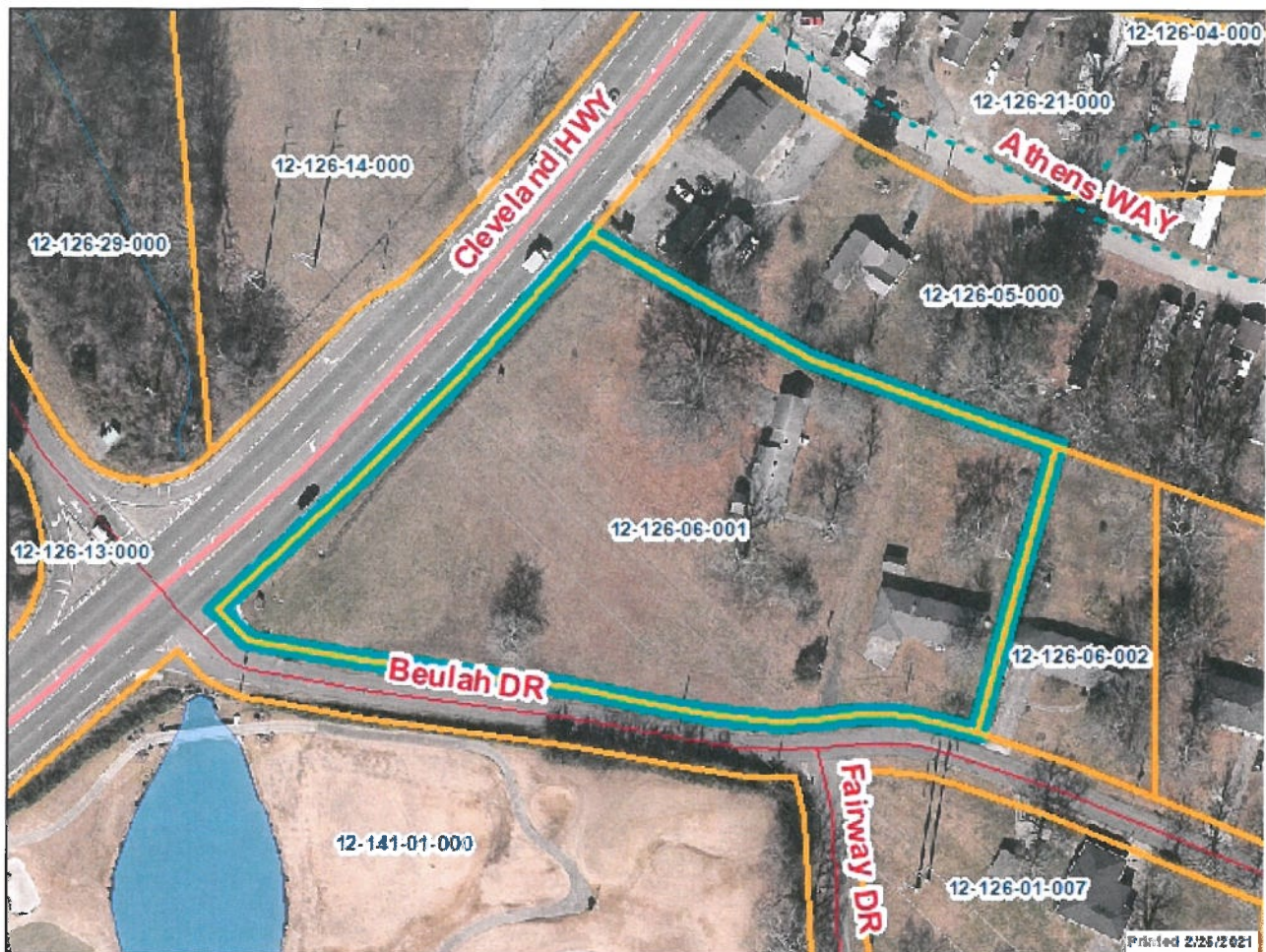
2018 198909
2017 198909
2016 185443

Exemption Information

Homestead S0
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

GIS Quickmap

No GIS Quickmap Available



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

Tax Commissioner Information

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

Tax Bill Recipient	NORWOOD ROBIN & ETAL	Legal Description	L1 MCCULLEY
Year	2020	Sale Date	
Parcel Number	12-126-06-001	Taxes Due	2427.18
Bill	226397	Taxes Due Date	12/20/2020
Exemption Type		Taxes Paid	2468.14
Account No.	7055537	Taxes Paid Date	3/5/2021 12:10:43 PM
Millage Rate	0	Current Due	0
Fair Market Value	198909	Back Taxes	0
Assessed Value	79564	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	68765
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	1957

Construction Information

Foundation	Masonry
Exterior Walls	Wood
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Cont. Wall



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/06/2021

Agenda Item: First Reading of Ordinance No. 2021-12 to Declare, Authorize, and Approve Residential Nuisance Property Abatement Through Administrative Process In Lieu of Judicial Process in Certain Circumstances

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

This ordinance would allow for an administrative process to be put in place regarding the abatement of residential nuisance properties (as per Sec. 22-421 and 22-422 of City Code) in lieu of a formal judicial process in certain circumstances.

The ordinance would provide administrative authority to be designated to the City Administrator and Public Works Director to abate nuisances if the following limited conditions have been met:

- 1 – the subject tract or parcel is a residential dwelling unit or structure;
- 2 – all interested persons in the tract of real estate have consented and agreed to the demolition and clearing of the property
- 3 – all interested persons in the subject property have agreed to pay the City for the landfill tipping fees and any environmental testing and abatement expenses.

This process would provide cost savings to the City for reducing the legal fees to pursue action through the court system and allow for more expedient correction of the ongoing nuisance.

ORDINANCE
(NO. 2021-12)

AN ORDINANCE TO DECLARE, AUTHORIZE, AND APPROVE RESIDENTIAL NUISANCE PROPERTY ABATEMENT THROUGH ADMINISTRATIVE PROCESS IN LIEU OF JUDICIAL PROCESS IN CERTAIN CIRCUMSTANCES; TO MAKE FINDINGS OF FACT, AUTHORIZE ACTION OF THE ADMINISTRATOR OR DIRECTOR OF PUBLIC WORKS TO DEMOLISH AND CLEAR PRIVATE PROPERTIES IN LIMITED CIRCUMSTANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City by its governing authority has heretofore found that within the city limits of the City of Dalton there is the existence or occupancy of dwellings or other buildings or structures that are unfit for human habitation or use and not in compliance with applicable state minimum standard codes relative to safe use of real estate property and real property improvements or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of the city and State and where a public necessity exists for repair, closing, or demolition of such dwellings, buildings, or structures; and

WHEREAS, the City by its governing authority has heretofore found that in the city there is in existence a condition of real estate which renders unsafe or is inimical to safe human habitation, and that such use is dangerous and injurious to the health, safety, and welfare of the people of the city, and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation and which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or other conditions exist rendering such dwellings, buildings or structures unsafe or unsanitary or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of residents of the city; or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed; and private property exists constituting an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity of the property; and

WHEREAS, the City has heretofore adopted nuisance abatement procedures in accordance with O.C.G.A. §41-2-1 et. seq. which include Revised Code Section 22-421 and 22-422; and

WHEREAS, there are limited circumstances in which all property interest holders of a tract or parcel of real estate where nuisance abatement is proper agree with the City to grant

easement and consent to nuisance abatement up to and including demolition and clearance of the tract or parcel of real estate and payment of various costs of the City therein; and

WHEREAS, such agreements between the City and the private property interest holder are in the interest of the public health, safety, and welfare inasmuch as they reduce the delay in implementing the nuisance abatement and avoid the cost to the City of undertaking the judicial process;

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

-1-

It is the policy of the City of Dalton to allow for administrative abatement of such nuisances through action of the City Administrator and the Department of Public Works where the following limited conditions and circumstances have been met:

- i) the subject tract or parcel of real estate is a residential dwelling unit or structure;
- ii) all interested persons in the tract or parcel of real estate as defined in Rev. Code Section 422 have consented and agreed to demolition and clearing of the subject property by the City; and
- iii) all interested persons in the subject property have agreed to pay to the City the City's landfill tipping fees and any environmental testing and abatement.

-2-

In those limited circumstances described in Section 1, the City Administrator or the Director of Public Works, as the case may be, shall be authorized to make and enter into on behalf of the City of Dalton, a Demolition Agreement and Consent with the interested property owners and undertake the project provided there exist a funded budget to perform such project or projects.

-3-

This Ordinance shall be cited as Rev. Code of the City of Dalton Section 22-423.

-4-

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

-5-

This Ordinance shall be effective after adoption by the Mayor and Council of the City of Dalton and it being published in two (2) public places for five (5) consecutive days thereafter.

So ORDAINED this _____ day of _____, 2021.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/6/2021

Agenda Item: **Unified Zoning Ordinance- proposed text amendments for accessory structures, townhouses, procedures regarding rezoning withdrawals, small animals and microbreweries.**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

ORDINANCE OF THE CITY OF DALTON AMENDING THE UNIFIED ZONING ORDINANCE

Ordinance 21-13

WHEREAS, the City of Dalton adopted the *Unified Zoning Ordinance* on or about August 15, 2015; and

WHEREAS, the City of Dalton has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

WHEREAS, the Mayor and Council of the City of Dalton finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

WHEREAS, it is the desire of the Mayor and Council of the City of Dalton to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell*; and

WHEREAS, it is the belief of the Mayor and Council of the City of Dalton that in so doing, it protects the health, welfare, and safety of the public;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council that the *Unified Zoning Ordinance*, otherwise known as **Appendix A** of the Revised Code of Ordinances of the City of Dalton, Georgia, be amended by adding a new definition for “Small Animals”; by amending the definition of “Townhouse”; by amending the description of zoning districts GA, SA, and R-5 to add a statement wherein under certain conditions, a person may be permitted to store commercial tools, vehicles, and equipment at their residence; to repeal Section 4-6-10 and replace therewith a new Section 4-6-10; to repeal Section 4-6-17 and replace therewith a new Section 4-6-17; by amending Section 1-8.3 of the City of Dalton Zoning Procedures and Standards to not allow the withdrawal of an application for zoning amendment or conditional use once the Planning Commission opens and conducts the public hearing; and for other purposes.

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

1. Insert alphabetically a new definition for “Small Animals” as follows:

***Small Animals.** Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.*

2. Delete the definition of “Townhouse” in its entirety and, in lieu thereof, insert alphabetically therein a new definition for “Townhouse (Row House,)” as follows:

***Townhouse (Row House)** A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly.*

3. Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each applicable section:

Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.

4. Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

4-6-10 Accessory Structures.

- (a) *Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.*
- (b) *Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:*
 - (1) *The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.*
 - (2) *The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.*
 - (3) *The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.*
 - (4) *There shall be no business invitees or customers upon the residential property for business purposes.*
 - (5) *No more than two (2) commercially licensed or titled vehicles weighing not more than ten thousand pounds US (10,000 lbs.) gross vehicle weight (GVW) each shall be stored on site.*
 - (6) *Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.*

5. Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

4-6-17 Animals.

- (a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.
 - (b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:
 - (1) *Condition, size.* All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.
 - (2) *Location.* Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:
 - i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
 - ii. Distance from owner's dwelling, five (5) feet.
 - (3) *Maximum number.* The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:
 - i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
 - ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.
6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of the City of Dalton by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:

SECTION 1-7.9

When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or

Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.

7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries also in the M-1 and M-2 zone districts.
8. These amendments shall become effective following enactment by the Mayor and Council of the City of Dalton and its publication in two (2) public places in the City of Dalton for five (5) consecutive days following passage of same, the public health, safety, and welfare requiring it.
9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
10. It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

ADOPTED AND APPROVED on the _____ day of _____, 2021 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 DOES/DOES NOT pass.

CITY OF DALTON

By: _____
Mayor

ATTEST:

City Clerk

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

City Clerk
City of Dalton

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: July 1, 2021

SUBJECT: The request regarding the proposed text amendments for accessory structures, townhouses, procedures regarding rezoning withdrawals, small animals, and microbreweries.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 28, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of 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.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the text amendments to the UZO. There were no further questions for Calhoun.

Brandon Harrison inquired if the 7100-pound limit on commercial vehicles was intended to include 1-ton trucks since they can weigh up to 10,000 pounds. Some discussion occurred that resulted in the Planning Commission and staff agreeing to consider increasing the commercial vehicle weight to ensure it would permit 1-ton trucks.

With no other comments heard for or against, this hearing closed at approximately 7:00pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed text amendments to the UZO. **Scott DeLay then made a motion to recommend the proposed text amendments provided the minimum vehicle weight be increased to 10,000 pounds. DeLay stated that his recommendation was based on his agreement with the content of the staff analysis. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the text amendments to the UZO including the change to permit commercial vehicles up to 10,000 pounds GVW followed, 4-0.**

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

June 2021

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 excerpts (attached) that proposes the corrected text or new zoning. The legal advertisement ran on Friday, April 30, 2021; 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 and Dalton City Halls as of Monday May 10, 2021.

Proposed Text Amendments: The proposed text amendments are listed as they appear within the UZO's current text. 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 to provide for updated definitions, as well as to allow more reasonable accommodations for certain uses more specifically described below:*

1. Insert alphabetically a new definition for “Small Animals” as follows:

Small Animals. Domestic small livestock, poultry and fowl, including rabbits, chinchillas, or similar animals, chickens, turkeys, pigeons, and small birds and ducks kept for non-commercial purposes.

2. Delete the definition of “Townhouse” in its entirety and, in lieu thereof, insert alphabetically therein a new definition for “Townhouse (Row House,)” as follows:

Townhouse (Row House) A single-family dwelling unit constructed in a group of three (3) or more attached units. Each unit extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and with an open space/yard or public way on at least two (2) sides. Each townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly. *This change in definitions is prompted by a change*

in the building/fire code regarding townhouses which removes the previous requirement of a firewall extending above the roofline.

3. Amend Sections 4-1-1, 4-1-2, and 4-1-7 by adding the following sentence at the end of each applicable section:

Under certain conditions as set forth hereinafter, an accessory structure may contain tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure thereon.

4. Amend Section 4-6-10 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-10, as follows:

4-6-10 Accessory Structures.

(a) Accessory structures constructed concurrent with, or subsequent to, the primary dwelling structure, including, but not limited to, open sheds, garages, carports, and shelters are permitted upon a parcel less than three (3) acres in area and zoned for or used for single-family residential purposes only if the accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and shall not exceed twelve (12) feet in height at the eave level for a single story or eighteen (18) feet in height at the eave level for two (2) stories.

(b) Within the R-5, SA, or GA zoning districts, accessory structures constructed concurrent with, or subsequent to, the primary dwelling, may also store tools, currently tagged vehicles and/or equipment utilized in the trade or business occupation of the person or persons occupying the principal dwelling structure only if all of the following additional conditions are met:

(1) The accessory structure is no larger than the gross floor area of the primary dwelling or fifteen hundred (1,500) square feet, whichever is lesser, and provided that all applicable building setbacks are met.

(2) The accessory structure shall be constructed in accordance with applicable building codes, including, but not limited to, all setback requirements, and shall be fully enclosed.

(3) The accessory structure shall not be used for the manufacture, construction, shipping or processing of commercial goods or services.

(4) There shall be no business invitees or customers upon the residential property for business purposes.

(5) No more than two (2) commercially licensed or titled vehicles weighing not more than 7,100 pounds gross vehicle weight each shall be stored on site.

(6) Nothing herein shall be construed to allow large commercial equipment, including, but not limited to bulldozers, dump trucks, backhoes, earth moving equipment, and the like, within an accessory structure upon any residentially zoned lot or parcel.

5. Amend Section 4-6-17 by deleting it in its entirety and, in lieu thereof, insert the following new Section 4-6-17, as follows:

4-6-17 Animals.

(a) Except within the City of Dalton, raising and keeping livestock, ten (10) or more pounds in weight shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single family dwelling occupied as a residence, provided that there is a minimum of two (2) acres, with no

more than four (4) total animals per two (2) acres prorated, and all structures used for housing and feeding the animals shall be located at least twenty-five (25) feet from any lot line.

(b) Raising and keeping small animals, under ten (10) pounds in weight, shall be permitted upon a lot or parcel in the GA, SA and R-5 Residential zoning districts, or upon a lot in a commercial or manufacturing zoning district upon which there is located a non-conforming single-family dwelling occupied as a residence, subject to the following:

(1) Condition, size. All such animals must be provided with adequate, secure enclosure(s) while not within the immediate presence of the owner. The pens or other enclosures wherein such animals are kept shall have a solid floor of suitable washable material, except when the pens are seventy-five (75) feet or more from the nearest neighbor's dwelling or place of business. Floor space in all such pens or enclosures, wherever located, shall contain not less than six (6) square feet per animal. In order to promote good hygiene and to eliminate nuisance odors, pens must be regularly cleaned and animal waste must be properly disposed.

(2) Location. Pens or yards where such animals are kept shall be placed at the following minimum distances from any dwelling or business structure:

- i. Distance from any dwelling, except that of owner, or any business structure, fifty (50) feet
- ii. Distance from owner's dwelling, five (5) feet.

(3) Maximum number. The maximum number of such animals, in any combination, which may be kept upon a single lot or parcel shall be limited as follows:

- i. On lots up to five (5) acres in size, a total of no more than ten (10) small animals. No roosters, peafowl or any other fowl whose calls are audible to an adjoining lot shall be permitted.
- ii. On lots five (5) or more acres in size, there is no limit to the number of non-commercial small animals permitted.

6. Amend Appendix E of the Unified Zoning Procedures and Standards Ordinance of Whitfield County, Georgia by deleting in its entirety Section 1-7.9 and replacing with a new Section 1-7.9 to read as follows:

SECTION 1-7.9

When the applicant/proponent(s) and opponents, if any, have been heard in accordance with the foregoing procedures, the Chair shall declare the public hearing closed. No further public hearing upon the proposed amendment to the Zoning Ordinance and/or Zoning Map or Special Use shall be permitted prior to the final zoning decision by the governing authority, unless the governing authority shall determine that such public hearing should be re-opened for the presentation of additional information, in which case the same must be advertised in conformity with subsection 1-5.1. The application for zoning amendment or conditional use shall not be withdrawn once the public hearing thereon commences.

7. Amend the Unified Zoning Ordinance permitted use table by allowing Brewpubs, Microbreweries, and Micro Wineries/Distilleries in the M-1 and M-2 zone districts. Currently these uses are permitted within both Dalton and Varnell in the C-2, C-3, C-4, and MU zone districts.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 7-6-21
Agenda Item: Appointment of City Administrator
Department: Administration
Requested By: Greg Batts
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Appointment of City Administrator effective August 12, 2021
