



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 20, 2023
6:00 PM
MACK GASTON COMMUNITY CENTER
218 N. FREDRICK STREET**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

- [1.](#) Mayor & Council Work Session Minutes of February 6, 2023
- [2.](#) Mayor & Council Minutes of February 6, 2023

New Business:

- [3.](#) (2) 2023 New Alcohol Beverage Applications
- [4.](#) Renewal of the Service Agreement between Police Department and Thompson Reuters for CLEAR PRO Gov Law Enforcement Investigator Plus Software Access
- [5.](#) General Construction Agreement with GameTime for Civitan Park Playground Replacement
- [6.](#) Contract for Services with CLC Photography for Dalton Parks and Recreation Department's Youth Sports Photography Services for 2023-2025
- [7.](#) Ordinance 23-03 The request of Maria E. Gonzales & Edgar Hurtado to annex 0.17 acres located at 1517 Hale Bowen Drive, Dalton, GA into the City of Dalton as Medium Density Single Family Residential (R-3). Parcel (12-179-02-048)
- [8.](#) Resolution 23-04 Authorizing Municipal Property Exchange for Utility Easements
- [9.](#) Encroachment Permit for Buckin Burrito at 212 N. Hamilton Street
- [10.](#) Buckin Burrito Awning Appeal for 212 N. Hamilton Street

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
CALLED WORK SESSION
MACK GASSTON COMMUNITY CENTER
FEBRUARY 6, 2023

The Mayor and Council held a Work Session to discuss a draft of the updated Charter for the City of Dalton this afternoon beginning at 4:00 p.m. at the Mack Gaston Community Center at 218 North Fredrick Street. Present were Mayor David Pennington, Council members, Annalee Sams, Dennis Mock, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker, Police Chief Cliff Cason, Fire Chief Todd Pangle, Parks & Recreation Director Caitlin Sharpe, Public Works Director Chad Townsend, Human Resource Director Greg Batts, IT Director Jorge Paez, Finance Director Cindy Jackson, and City Clerk Bernadette Chattam. City Attorney Terry Miller with Jason Connell and Special Counsel Jonathan Bledsoe and Ken Mishoe from the Minor Firm were also present.

DRAFT CHARTER REVIEW

City Administrator Andrew Parker gave an overview of the process by which the draft Charter was created, stating the Charter has not been overhauled for many years and it does not reflect current practices of the City. Parker stated Special Counsel Jonathan Bledsoe and Ken Mishoe had been tasked to tackle the outdated document.

Special Counsel Jonathan Bledsoe reviewed the changes proposed in the draft Charter in detail and took questions from the Mayor and Council.

A copy of this document is a part of these minutes.

ADJOURNMENT

There being no further business to come before the Mayor and Council Work Session. On the motion of Council member Mock, second Council member Sams, the work session was adjourned at 4:34 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 06, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at the Mack Gaston Community Center. Present were Mayor David Pennington, Council members Annalee Sams, Dennis Mock, Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Terry Mathis, Public Safety Commission Chairman voiced his concerns over the updated Charter review regarding the Public Safety Commissions new role.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of January 17, 2023. On the motion of Council member Sams, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SPECIAL PRESENTATION

Historic Preservation Commission

Mayor Pennington presented Kathryn Sellers with a plaque for her Service to the Historic Preservation Commission from 1988 to 2023.

RESOLUTION 23-01 DONATION OF REAL PROPERTY FROM ALADDIN
MANUFACTURING CORPORATION

City Administrator Andrew Parker presented Resolution 23-01 regarding a donation of Real Property from Aladdin Manufacturing Corporation which releases the conditions of encumbrance to allow use of the Property for housing development. On the motion of Council member Mock, second Council member Farrow, the Resolution was adopted. The vote was unanimous in favor.

RESOLUTION 23-03 ADOPTION OF THE WHITFIELD COUNTY HAZARD MITIGATION
PLAN

City Administrator Andrew Parker presented the Resolution 23-03 to adopt Whitfield County Hazard Mitigation Plan to remain eligible for Federal mitigation funding. On the motion of Council member Farrow, second Council member Sams, the Resolution was adopted. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT - ASA FIRE PROTECTION

Human Resources Director Greg Batts presented the General Construction Agreement with ASA Fire Protection for Fire Alarm Replacement at Dalton City Hall at a cost of \$69,408.77. On the motion of Council member Farrow, second Council member Sams, the Agreement was adopted. The vote was unanimous in favor.

CUMMINS GENERATOR MAINTENANCE AGREEMENT FOR DALTON CITY HALL

Human Resources Director Greg Batts presented the Cummins Preventative maintenance service for the generator at City Hall in the amount of \$1679.35 per year. On the motion of Council member Mock, second Council member Farrow, the Agreement was adopted. The vote was unanimous in favor.

AGREEMENT BETWEEN DALTON POLICE DEPARTMENT AND THE CONASAUGA JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE

Police Chief Cliff Cason presented the Agreement between Dalton Police Department and the Conasauga Judicial Circuit District Attorney's Office for Forensic Interviewer Services qualified to interview child and adult victims and witnesses in cases involving sexual abuse and severe physical abuse. On the motion of Council member Mock, second Council member Goodlett, the Agreement was adopted. The vote was unanimous in favor.

2023 GEORGIA LAW ENFORCEMENT CERTIFICATION PROGRAM AGREEMENT

Police Chief Cliff Cason presented the 2023 Georgia Law Enforcement Certification Program Agreement between the Dalton Police Department and the Georgia Association of Chiefs of Police. Cason states that the Agreement affirms that the department is committed to earning certification in accordance with the requirements set forth by the association. On the motion of Council member Sams, second Council member Farrow, the Agreement was adopted. The vote was unanimous in favor.

SERVICE AGREEMENT WITH FLOCK GROUP INC.

Police Chief Cliff Cason presented the Service Agreement with Flock Group Inc. for the purchase and installation of four mounted cameras and one mobile camera that will be strategically placed in the City for situation awareness solution for automatic license plates, video and audio detection platform in the amount of \$27,400.00. On the motion of Council member Mock, second Council member Farrow, the Agreement was adopted. The vote was unanimous in favor.

BILL OF SALE/TRANSFER AGREEMENT – RE: MILL CREEK RIVERWALK

Recreation Director Caitlyn Sharpe presented the Bill of Sale/Transfer Agreement to Purchase Stream Credits from the Conasauga River Mitigation Bank for the Mill Creek Riverwalk. Sharpe stated the agreement is between the Conasauga River Mitigation Bank and the City of Dalton for the purchase of 516 stream credits located in the Coosa River Basin for the Mill Creek Riverwalk. Sharpe stated the cost is \$11,352.00 and will be paid from the 2020 Bond Series. On the motion of Council member Sams, second Council member Mock, the Agreement was adopted. The vote was unanimous in favor.

GAMETIME CIVITAN PARK PLAYGROUND REPLACEMENT

Recreation Director Caitlyn Sharpe presented the replacement for the current playground equipment at Civitan Park and the replacement will be inclusive to individuals with disabilities. Park stated the total cost is \$349,359.73 and that it will be paid from the 2022 Capital Funds. On the motion of Council member Mock, second Council member Farrow, the Contract was adopted. The vote was unanimous in favor.

CONTRACT WITH DALTON CONVENTION CENTER FOR MUNICIPAL COURT

Judge Rob Cowan presented the Contract with Dalton Convention Center for Municipal Court in the amount of \$639.75 per day. Cowan stated this contract is to extend the current contract for the months of February, March and April. On the motion of Council member Farrow, second Council member Mock, the Contract was adopted. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:21 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/20/2023

Agenda Item: (2) 2023 New Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(2) New 2023 Alcohol Beverage Applications Review

2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MONDAY FEBRUARY 20, 2023

(2) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Tacos La Dona, LLC
d/b/a: Tacos La Dona
Applicant: Maria R. Maldonado Saucedo
Business Address: 700 Redwine St. Suite 2
License Type: Pouring Beer (Restaurant)
Disposition: **New**

2. Business Owner: Cigar Tyme Lounge, LLC
d/b/a: Cigar Tyme Lounge
Applicant: Juan Carlos Escudero
Business Address: 267 N. Hamilton St.
License Type: Pouring Liquor (Lounge)
Disposition: **License Addition**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: February 20, 2023

Agenda Item: Renewal of the Service Agreement between Police Department and Thompson Reuters for CLEAR PRO Gov Law Enforcement Investigator Plus Software Access

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost: \$0

Funding Source if Not in Budget

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

This is a renewal of the service agreement and order form between the Police Department and Thompson Reuters for CLEAR PRO Gov Law Enforcement Investigator Plus Software Access



Order Form

Order ID:Q-05545754

Contact your representative kirsten.stewart@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1003086240
DALTON POLICE DEPT
ACCOUNTS PAYABLE
301 JONES ST
DALTON GA 30720-3462 US

“Customer”

Shipping Address

Account #: 1003086240
DALTON POLICE DEPT
ACCOUNTS PAYABLE
301 JONES ST
DALTON GA 30720-3462 US

Billing Address

Account #: 1003086240
DALTON POLICE DEPT
ACCOUNTS PAYABLE
301 JONES ST
DALTON, GA 30720-3462 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
42091861	CLEAR PRO Gov Law Enforcement Investigator Plus			\$210.58	\$221.11	4/1/2023	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-05545754

ACKNOWLEDGEMENT Q-05545754

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/3/2023 CT.



THOMSON REUTERS™

Attachment**Order ID:Q-05545754**Contact your representative kirsten.stewart@thomsonreuters.com with any questions. Thank you.

Order ID: Q-05545754

Payment, Shipping and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1003086240

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name:Long, Ricky

Email:rlong@daltonga.gov

Account Contacts

Contact Name	Email Address	Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
42091861	CLEAR PRO Gov Law Enforcement Investigator Plus	\$221.11	5.00%	\$232.17	5.00%	\$243.78	N/A	N/A	N/A	N/A

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: February 20, 2023

Agenda Item: General Construction Agreement with GameTime for Civitan Park Playground Replacement

Department: Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$349,359.73

Funding Source if Not in Budget 2022 Capital Improvement Projects

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

The request for proposal for the playground replacement for Civitan Park Playground was awarded by the City Council to GameTime on February 6, 2023. This request is to approve the General Construction Agreement with GameTime for the replacement of the Civitan Park Playground in order to begin construction.

See attached documents to review the general construction agreement.

Funding for the project is through 2022 Capital Improvement Projects Fund.

CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 20th day of January 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and GameTime, hereinafter referred to as "CONTRACTOR".

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on the project site located at 330 N Tibbs Rd, Dalton, GA 30720 hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint, and solvents or, other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of the CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount and stored and used only as approved by the CITY and in accordance with applicable federal, state, and local statutes, ordinances, rules and regulations in force during the term of this Agreement.

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

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 20, 2023.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ \$349,359.73 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.

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

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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

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

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

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

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.
- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

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

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

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

Such notice to CONTRACTOR shall be mailed to: GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700

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

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to sealed competitive proposals, Instructions to proposers, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

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

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period of two 1 year from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Bid Package for Request for Seal Competitive Proposals – “Dalton Parks and Recreation – Civitan Park Playground,”

23. MISCELLANEOUS PROVISIONS:

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

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

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

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

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

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

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

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

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

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit “A”



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	February 20, 2023
Agenda Item:	Contract for Services with CLC Photography for Dalton Parks and Recreation Department's Youth Sports Photography Services for 2023-2025
Department:	Recreation
Requested By:	Caitlin Sharpe
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:

The included request is to approve the service agreement between the City of Dalton and CLC Photography for CLC Photography to provide the Parks and Recreation Department with youth sports photography services for 2023, 2024, and 2025.

The request for proposals for youth sports photography services was published on January 27, 2023. One proposal was received from CLC Photography on February 10, 2023. Submitted proposals were required to be able to complete the City vendor packet, provide photography samples, and three references, and included a proposed percentage or rate per package sold that would be given to DPRD. CLC Photography was able to meet all requirements.

Please see the attachments to view the Athletic Photography Request for Proposal, Service agreement and additional supporting documents.

DALTON PARKS & RECREATION DEPARTMENT
GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made this ____20th____ day of ____February____, 2023,
between:

THE CITY OF DALTON, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 300 West Waugh Street Dalton, GA 30720, hereinafter referred to as the "CITY."

and

CLC Photography hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

WITNESSETH:

THAT WHEREAS, the City of Dalton has determined that the most feasible method of providing photography services for youth sports is by contracting the service to one provider under the terms and conditions hereinafter defined; and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

Terms of Contract: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year unless otherwise terminated as provided herein. The PROVIDER shall commence work as of February 20, 2023 and continue said services through January 31, 2025. The Agreement may renew for two separate additional calendar years upon the

mutual written consent of the CITY and PROVIDER for the CONTRACT AMOUNT provided for herein below.

1. Contract Amount: A pre-determined per package amount sold will be returned to Dalton Parks and Recreation after each scheduled photography service. **Agreed upon per package amount will be \$4.00.** Supporting documentation on the total packages sold must be sent to the CITY to the attention of the Parks & Recreation Director, 904 Civic Drive, Dalton, GA, 30720.

2. General Terms and Conditions:

- a. PROVIDER will provide photography services for all youth sports programs
- b. Prices of picture packages or updates to pricing, must be submitted to the Parks & Recreation Director for approval.
- c. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner.
- d. Deliver picture day information forms to the Recreation Department for each individual player no later than 14 days prior to picture day. Hard copy or email forms are both acceptable.
- e. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
- f. Return all photos to the Recreation Department for distribution OR PROVIDER may mail purchased photographs directly to players. Must be delivered within 2 weeks after the scheduled picture day.
- g. Provide all customers with clear, properly formatted, professional-quality color prints.
- h. Resolve any problems associated with photo sessions or with the delivered products.
- i. Provide a report within 30 days of the photography session showing the total sales generated from each photography session.
- j. Agree to pay Dalton Parks and Recreation a set amount for each package sold for each sport program's photography session. This should be paid within 15 days of the generated total sales report.

- k.** All service performed by the PROVIDER shall be prompt and courteous.
 - l.** This Agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.
 - m.** Should PROVIDER violate any term or provision of this Contract and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.
 - n.** Contract can be terminated by either party with a thirty (30) day written notice to the other party.
- 3. **E-VERIFY** - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services
- 4. **INSURANCE:** CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Dalton as additional insured
 - a. PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY
 - b. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia

- c. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.
- d. Commercial General Liability insurance to cover liability bodily injury and property damage. The City of Dalton must be listed as an additional insured. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
- | | |
|-------------|---|
| \$1,000,000 | Combined Single Limit – each occurrence |
| \$2,000,000 | Combined Single Limit – general aggregate |
| \$1,000,000 | Personal Injury |
| \$1,000,000 | Products/Completed Operations Aggregate |
- e. PROVIDER shall have its insurer name the CITY OF DALTON as an additional insured on its Business Liability policy, in the amounts listed in the City Vendor Packet.
- f. Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A. Workers Compensation	Statutory
B. Employer's Liability	\$100,000 Each Accident
	\$ 500,000 Disease Policy
	\$100,000 Disease-each Employee

- g. If PROVIDER claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.
- h. PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.
- i. The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

PROVIDER:

BY: _____

TITLE: OWNER

COMPANY: CLS Photography

CITY:

BY: _____

David Pennington, MAYOR

ATTEST:

BY:

Bernadette Chattam, CITY CLERK



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/20/2023

Agenda Item: The request of Maria E. Gonzales & Edgar Hurtado to annex 0.17 acres located at 1517 Hale Bowen Drive, Dalton, GA into the City of Dalton as Medium Density Single Family Residential (R-3). Parcel (12-179-02-048)

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. 23-03

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 Zone Said Property As R-3 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Maria E. Gonzales and Edgar Hurtado, 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 1517 Hale Bowen Drive and identified as Parcel No. 12-179-02-048; and

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

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

WHEREAS, the Owner is requesting the Property retain its current zoning under the Unified Zoning Ordinance;

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 August 22, 2022 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 Council find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

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

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 15 per plat of survey for Brian Spence, Spence Subdivision, Phase 1, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated April 6, 2017 and recorded June 22, 2017, in Plat Cabinet E, Side 936, in the office of the Clerk of the Superior Court of Whitfield County, Georgia which plat is incorporated herein by reference for a complete description, TOGETHER WITH an easement fifty feet in width for access, ingress and egress between said property and Frazier Avenue as shown on plat recorded May 7, 2018, in Plat Book E, page 1096, of said records, which plat is incorporated herein by reference for a complete description

Parcel ID: 12-179-02-048

Section 4.

The Property is to remain zoned as R-3 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 0.17 acre. No streets or roads are affected by this annexation.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

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

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

FROM: Jim Lidderdale
Chairman

DATE: August 26, 2022

SUBJECT: The request of Maria E. Gonzales & Edgar Hurtado to annex 0.17 acres located at 1517 Hale Bowen Drive, Dalton, GA into the City of Dalton as Medium Density Single Family Residential (R-3). Parcel (12-179-02-048)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 22, 2022 at 6:00 p.m. at the Whitfield County Courthouse meeting room. 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 recommended the requested annexation after citing the content of the staff analysis. Calhoun went on to clarify that certain City services such as trash pickup and school bus routing may be a challenge for the subject property due to its access being on a private drive rather than a City street. There were no further questions for Calhoun.

The petition was represented by Ethan Calhoun since the petitioner filed for annexation by the 100% method and was, therefore, not required to be present for the public hearing.

With no other comments heard for or against, this hearing closed at approximately 7:36pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested City of Dalton annexation. **Chris Shiflet then made a motion to recommend the annexation based on his agreement with the content of the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

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

ZONING CASE: Maria E. Gonzales & Edgar Hurtado of 1517 Hale Bowen Dr. is petitioning the City of Dalton for the annexation of Parcel 12-179-02-048, a 0.17-acre *Medium Density Single Family Residential (R-3)* Parcel.

The surrounding uses and zoning are as follows: 1) To the north, the petitioners' parcel abuts the City of Dalton Road of Hale Bowen Drive. North of Hale Bowen Drive is the City of Dalton Park Creek Elementary School, which is zoned as *Low Density Single Family Residential (R-2)*. Other surrounding properties to the north have a variety of different zoned properties (R-3, R-6, C-2, M-2) within the Municipal Boundaries of Dalton. 2) To the east, abutting parcels that are adjacent to J and J Drive, are within the Whitfield jurisdiction and are zoned as *Heavy Manufacturing (M-2)*. Parcels to the East of J and J Drive are also zoned as *M-2* but are in the City of Dalton's jurisdiction. 3) To the south, abutting and nearby property is zoned as either *R-3* or *M-2* and is within the jurisdiction of Whitfield County. 4) To the west, abutting property bounded by the City of Dalton Frazier Drive, is zoned as the petitioner's property (*R-2*) and is within the jurisdiction of Whitfield County. Parcels to the west of Frazier Drive are within the City of Dalton and are zoned as either *R-3* or *Transitional Residential (R-6)*.

CONSIDERING FACTORS FOR ANNEXATION ANALYSIS

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

The proposed annexation would be suitable considering that the parcel is bounded by the City of Dalton along Hale Bowen Drive and other parcels within the Jurisdiction of Dalton. As a change in zoning is not required in this case, there will be no need to consider any impact on the established land use pattern.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economics of adjacent and nearby property.

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

The annexation will not negatively impact the economics of the subject property, nor will it influence the character of the area. Annexation of the parcel is more likely to increase its value, as city services will be made available.

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. Ms. Gonzales & Mr. Hurtado is applying to annex all of the 0.17-acre parcel into the City of Dalton, so it is their choice to be included in the jurisdiction of the City of Dalton

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

As there is only the 0.17-acre parcel under consideration, no impact is expected on services are expected. Sewer, water, police, and fire services are already available at the site. There would be no increased burden on trash services, as trash pick-up is currently nearby.

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

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Town Neighborhood Revitalization* character area, which is a shared character area for both Whitfield County and the City of Dalton. The purpose of this character area is to accommodate a mix of housing including single family residential, keeping with a building's existing architectural style and scale of the neighborhood. There will be no changes in zoning, so the character will not be impacted.

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

An additional consideration of annexation is that the approval will shrink a “County Island”. There are many serval parcels bounded by Hale Bowen Drive, J and J Drive, and Frazier Drive, while also having other parcels south that are within the City of Dalton.

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

N/A

Conclusion:

The staff recommends approval for the annexation of parcel 12-179-02-048.

Reasons for approval:

- 1) The subject property is adjoined by the incorporated City of Dalton to the north.
- 2) Annexation will reduce a “County Island”
- 3) There will be no additional burdens to city services.
- 4) There is no proposed change in current use, including zoning for the parcel.

Gonzales-Hurtado Annexation Request

City of Dalton

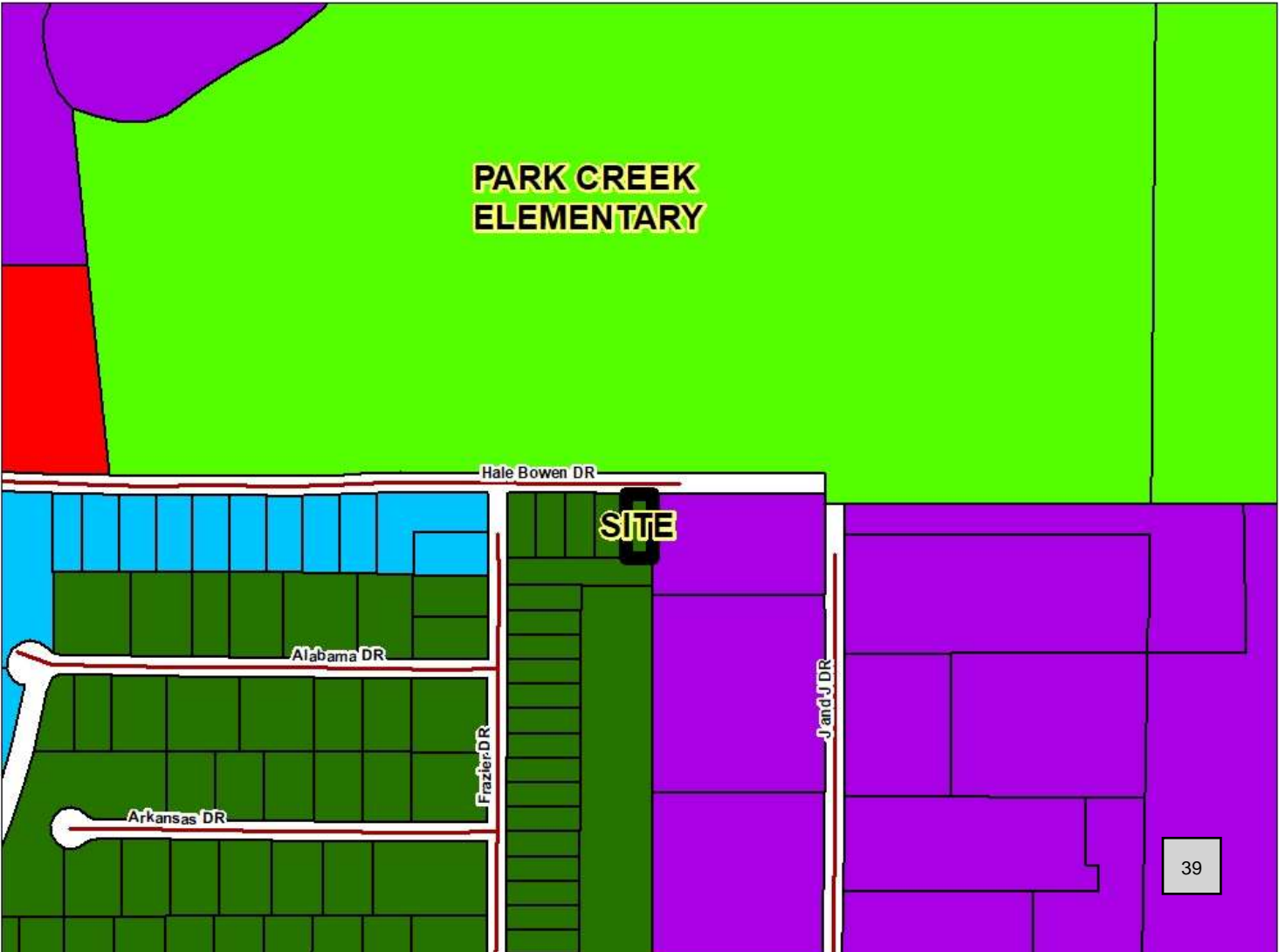
Zoning to Remain R-3, Medium Density Single Family Residential



Unified Zoning

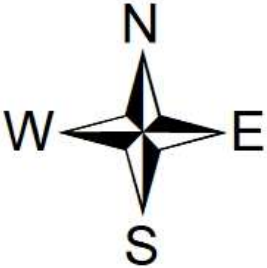
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6)
	General Commercial (C-2)
	Heavy Manufacturing (M-2)

FEET
300



Gonzales-Hurtado Annexation Request
City of Dalton

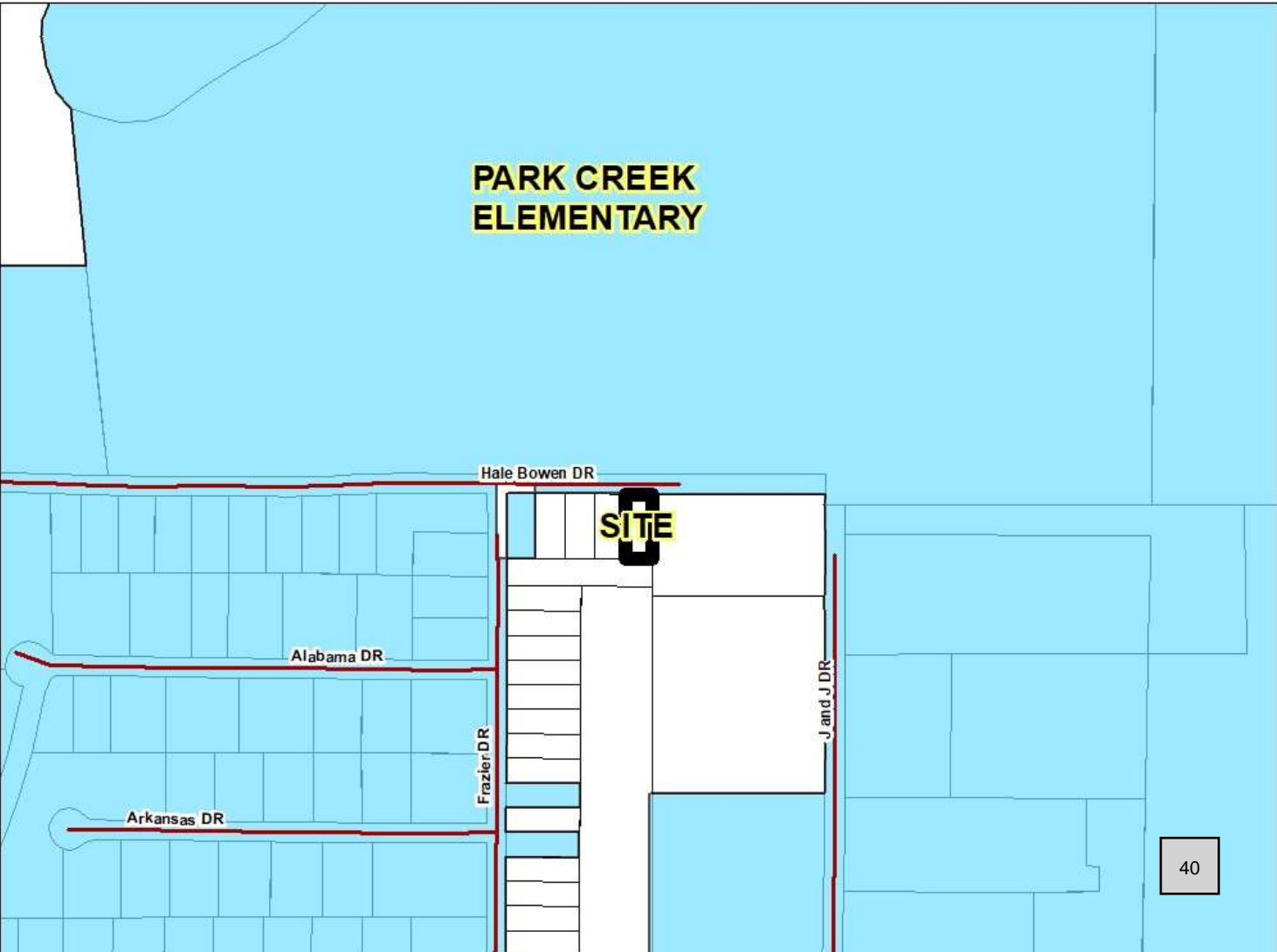
Zoning to Remain R-3, Medium Density Single Family Residential



DALTON CITY LIMITS

Town_Boundaries

FEET
300





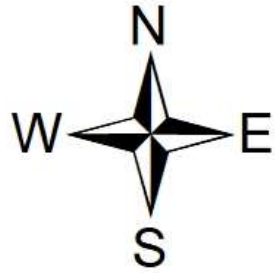
Gonzales-Hurtado Annexation Request

City of Dalton

Zoning to Remain R-3, Medium Density Single Family Residential

FEET
300





Gonzales-Hurtado Annexation Request

City of Dalton

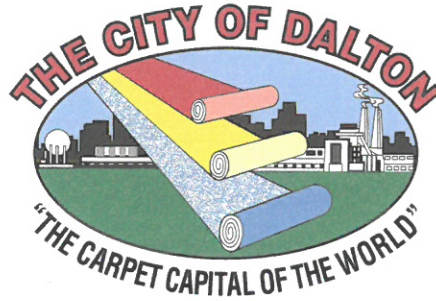
Zoning to Remain R-3, Medium Density Single Family Residential

FEET
100



DAVID PENNINGTON III
MAYOR

BERNADETTE CHATTAM, CMC
CITY CLERK



DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

Council Members

June 28, 2022

TO: Todd Pangle, Fire Department
Cliff Cason, Police Department
Terry Miller, Mitchell & Mitchell
Chad Townsend, Public Works Department
Tom Bundros, Dalton Utilities
Ethan Calhoun, NWGRC

FROM: David Pennington, III
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Maria E. Gonzales & Edgar Hurtado

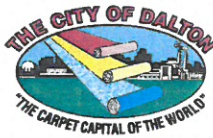
STREET ADDRESS: 1517 Hale Bowen Dr.

AMOUNT OF ACREAGE: .17

PARCEL NUMBERS: 12-179-02-048

PLAT ATTACHED: YES X NO

ZONING CLASSIFICATION: R-3



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:

Maria Elizabeth Gonzalez

APPLICANT ADDRESS:

1517 Hale Bowen Dr

CITY, STATE & ZIP:

Dalton G.A. 30721

TELEPHONE NUMBER:

(706) 264 7986

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:

1517 Hale Bowen Dr Dalton G.A. 30721

(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:

NO

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

#15

(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:

Residential

• PROPOSED ZONING CLASSIFICATION

Residential R-3

• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED

0.17

• TAX MAP NUMBER/PARCEL NUMBER

12-179-02-048

• HOUSING UNITS

1

(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)

1

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

2

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

2

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

1

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

☐

CAUCASIAN

☒

LATINO

☐

AFRICAN
AMERICAN

☐

OTHER

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

2

Maria E. Gonzalez, Edgar Portillo
SIGNATURE OF APPLICANT(S)

6-16-22

DATE

OWNERSHIP VERIFICATION

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

12-179-02-048 100 %

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

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

Marica E. Gonzalez
(Owner's Name)

Sworn to and subscribed
Before me, this 16 day
of June, 2022

[Signature]
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.

Maria E. Gonzalez 
SIGNED

6-16-22
DATE

Deed Doc: WD
Recorded 05/29/2018 03:20PM
Georgia Transfer Tax Paid : \$124.90
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06653 Pg 0525-0526

Pre1001422

AFTER RECORDING, RETURN TO:

Susan W. Bisson
SPONCLER & THARPE, LLC
P. O. BOX 398
DALTON, GA 30722-0398
File No. 2018040350

**STATE OF GEORGIA,
WHITFIELD COUNTY.**

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, made the 23rd day of May, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **MARIA ELIZABETH GONZALEZ SOLIS** and **EDGAR HURTADO** (hereinafter "Grantees").

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantees as joint tenants with the right of survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 15 per plat of survey for Brian Spence, Spence Subdivision, Phase 1, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated April 6, 2017 and recorded June 22, 2017, in Plat Cabinet E, Slide 936, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description, TOGETHER WITH an easement fifty feet in width for access, ingress and egress between said property and Frazier Avenue as shown on plat recorded May 7, 2018, in Plat Book E, page 1096, of said records, which plat is incorporated herein by reference for a complete description.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants with the right of survivorship, and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

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

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

RONALD J. JOHNS, LLC

BY:

RONALD J. JOHNS, MANAGER

Signed, sealed and delivered
in the presence of:

Witness

Jenny Ramirez

Notary Public

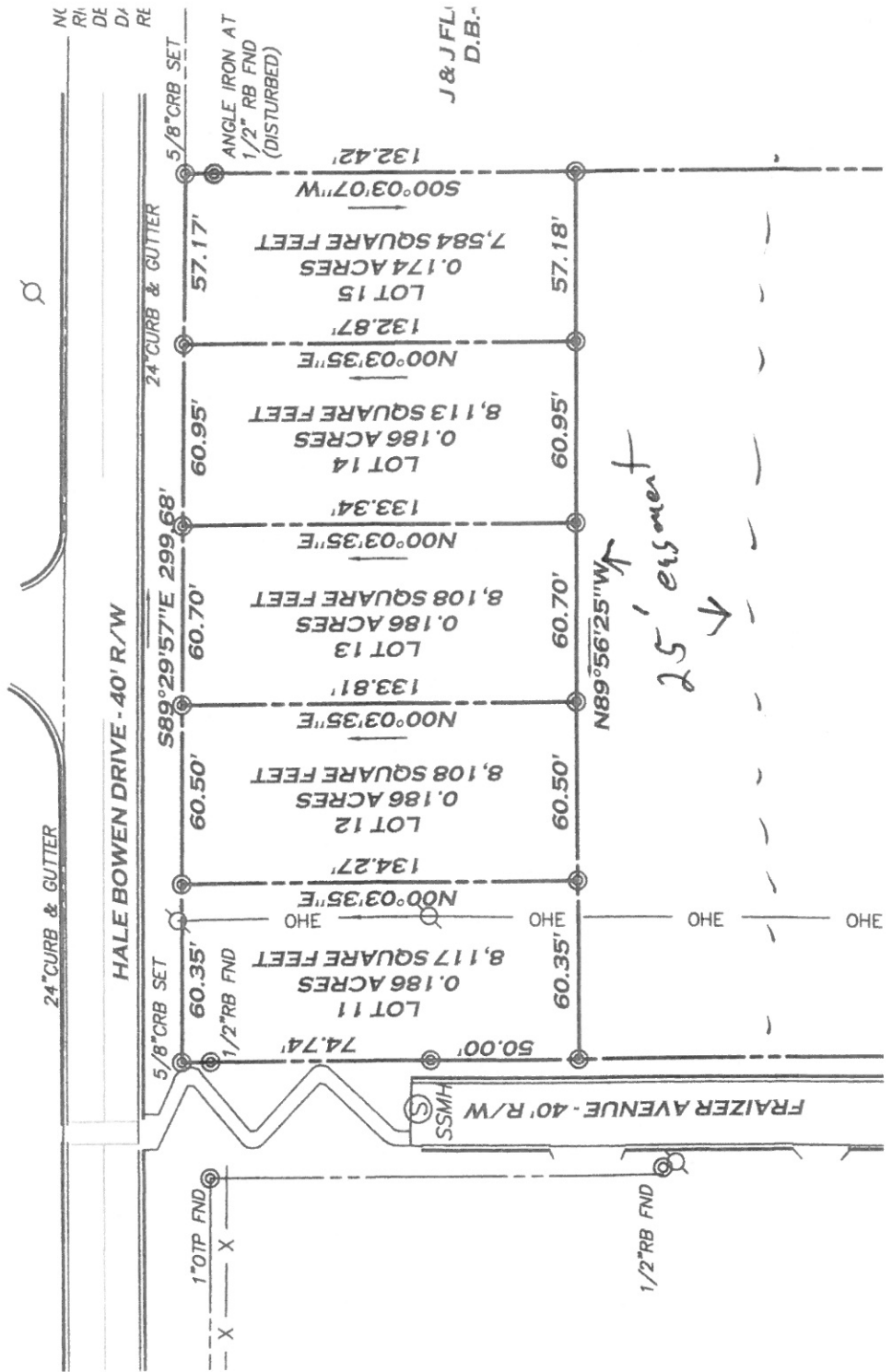


EXHIBIT “B”

4-1-5

Medium density single family residential (R-3.) This district is established to protect single-family detached dwellings, typically within a more urban atmosphere, including residential subdivisions, on smaller lots of not less than 7,500 square feet and which are served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain not less than 1,000 square feet of heated floor area. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

50



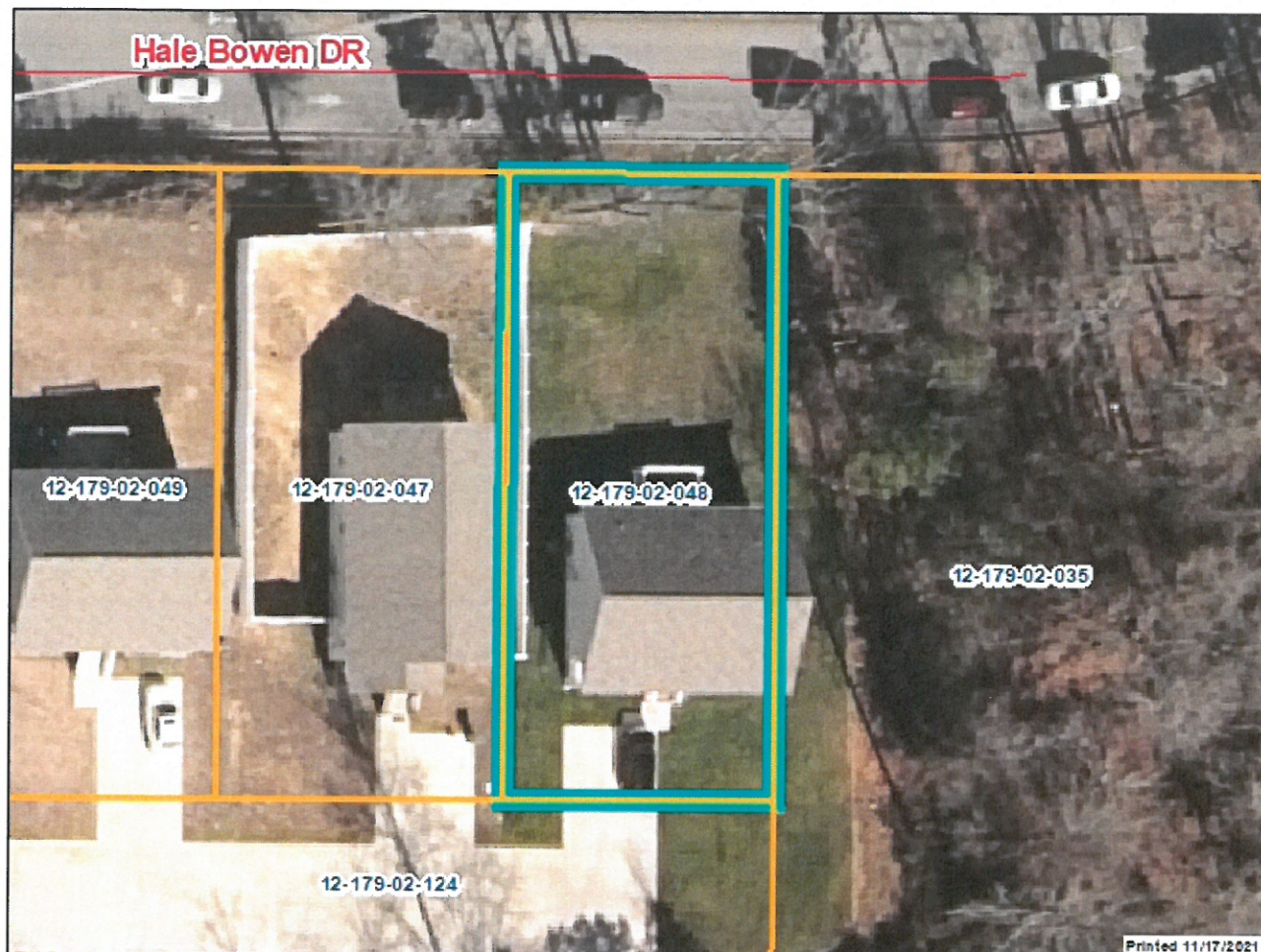
PUBLIC WATER SYSTEM

THE PUBLIC ROADS ON THIS FINAL PLAT
 'N PROVIDED TO INSTALL) IN ACCORDANCE

4/7/17

FIRE PROTECTION

'AINS SERVING THE LOTS ON THIS FINAL
 'FOR THE FIRE HYDRANTS HAVE BEEN MET
 'ON BUILDING CODE FOR FIRE



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	SOLIS MARIA ELIZABETH GONZALEZ & HURTADO	Legal Description	0.17A LL179-12 (LOT 15 E-936)
Year	2021	Sale Date	
Parcel Number	12-179-02-048	Taxes Due	1279.35
Bill	234513	Taxes Due Date	12/20/2021
Exemption Type	S1	Taxes Paid	1279.35
Account No.	7085044	Taxes Paid Date	12/13/2021 12:26:57 PM
Millage Rate	0	Current Due	0
Fair Market Value	129793	Back Taxes	0
Assessed Value	51917	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	99793
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Piers
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Piers

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@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:

DENNIS MOCK
ANNALEE HARLAN
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: DAVID PENNINGTON III, MAYOR
ATTN: BERNADETTE CHATTAM, CITY CLERK

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

RE: ANNEXATION REQUEST
MARIA E. GONZALES & EDGAR HURTADO
1517 HALE BOWEN DRIVE
0.17 ACRES
PARCEL NUMBER: (12-179-02-048)

DATE: JULY 5, 2022

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but states the following items need to be taken into consideration as part of the annexation request:

- **Adjacent single-family residences within the development are currently located within unincorporated Whitfield County.** Subject tract is located within a larger development containing approximately 32 tracts. The larger development is near what is considered the Frazier Acres subdivision. Annexation will likely bring on additional annexation request.
- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services. The cost to provide these services is approximately \$300 per household. At this time, no additional resources would be required from the Department to administer these services.

If the subject tract is to be annexed, it should be noted that this property is accessed off a common drive that services five other homes. The private drive is not built to city standards and is not constructed in a way to handle the equipment used to provide our sanitation services, emergency vehicle traffic or school buses. In order to provide sanitation services, garbage cans & recycling bins must be brought to the curb along Frazier Drive in order to receive proper service.

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



Public Safety Commission

Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield
Alex Brown

DALTON POLICE DEPARTMENT

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

Date: July 1, 2022

To: Chief Cliff Cason

From: Lieutenant Matthew Locke

RE: 1517 Hale Bowen Drive

Chief Cason,

I have reviewed the Annexation request for the property located at 1517 Hale Bowen Drive with the Parcel Number 12-179-02-048. This change will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Locke".

Lieutenant Matthew Locke

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield
Alex Brown

June 30, 2022

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-179-02-048 1517 Hale Bowen Dr.

Greetings,

A review of the proposed listed annexation request has been completed and Dalton Fire Department has no objections to the annexation but notes one major obstacle for this annexation as noted below.

The original development of this parcel was part of a larger development in the immediate area. During the original development, Dalton Fire Department was provided the opportunity for input and the developer agreed to provide access via a private drive for this parcel as well as four adjacent parcels. He agreed to install a private drive that would support fire apparatus to include a cul-de-sac wide enough to accommodate the turning radius our apparatus. An agreement was signed by both the developer and Dalton Fire Department. The agreement was shared with Whitfield County, as well as copied with the original plat. The private drive was never installed as specified, which will negatively impact our ability to access the structure in the event of a fire. To further complicate matters, the structures are addressed off Hale Bowen, but the front of the houses face the unnamed private drive and due to very large vegetation growth, are inaccessible from Hale Bowen Dr. Given these factors, our initial operations will be greatly impacted, presenting a danger to life and health. This is the second annexation request submitted of the five houses built along this private drive.

With this fact taken into consideration and the fact that all other fire suppression factors meet Dalton Fire Department requirements, Dalton Fire Department would not oppose annexation of the listed property.

Thank you,

A handwritten signature in black ink, appearing to read "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

June 30, 2022

Re: Annexation Analysis

Property Address/Parcel: 12-179-02-048, 1517 Hale Bowen Drive

Access: Access to the structure is an issue. The structure is addressed off of Hale Bowen, if emergency services are dispatched topography and fencing will impede/stop access. At the time the structure was being constructed it was to face Hale Bowen. The structure now faces a private drive. There are three other structures this will affect Parcels: 12-179-02-051, 12-179-02-049, and 12-179-02-047. All of these structures face a private drive approximately 270' long that does not meet City addressing requirements, City road standards or NFPA and ICC access requirements for fire department apparatus access. All five parcels would required readdressing and the private drive would be required to be brought up to code to include a turnaround. It is highly recommended if this parcel is annexed the unnamed access road be given a private drive name and all the parcels be readdressed.

Water Supply: Hydrant H5522 located at the end of Frazier Drive provides adequate water supply.

Property Use: Existing single-family dwelling.

Setbacks: Setback requirements appear to be met and not an issue.

Respectfully,

Matt Daniel
Division Chief
Prevention Division



July 5, 2022

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

RE: Annexation Request for Maria E. Gonzales & Edgar Hurtado – 1517 Hale Bowen Drive (.17 acres)

Dear Mayor Pennington:

As requested in your June 28, 2022, memorandum, Dalton Utilities has reviewed the annexation request of Maria E. Gonzales and Edgar Hurtado for 0.17 acres +/- located at 1517 Hale Bowen Drive. This property is further described as parcel number 12-179-02-048 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

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

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner". The signature is fluid and cursive, with the first name "Mark" and last name "Buckner" clearly distinguishable.

Mark Buckner, P.E.



Whitfield County

Board of Commissioners

Board Members
Jevin Jensen, Chairman
Barry W. Robbins
Robby Staten
John Thomas
Greg Jones

August 10, 2022

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

RE: Tax Parcel No. 12-179-02-048

Dear Mayor Pennington:

At the August 8, 2022 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-179-02-048.

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 02/20/23

Agenda Item: Resolution 23-04

Department: Dalton Utilities

Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?** Yes

Cost:

**Funding Source if Not
in Budget**

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

Resolution 23-04 Authorizing Municipal Property Exchange for Utility Easements

RESOLUTION 23 -04

RESOLUTION AUTHORIZING MUNICIPAL PROPERTY EXCHANGE

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain Easement for Right-of-Way made by Tawfeek Shaheen for the benefit of Georgia Power Company dated October 19, 1987 and recorded in Deed Book 1052 Page 344-346, Whitfield County, Georgia and that certain Easement for Right-of-Way made by Shaheen Shaheen, Lindsey Dinnard (Dennard), and Charlotte Crutchfield for the benefit of Georgia Power Company dated October 19, 1987 and recorded in Book 1052, Page 347-348 of the records of Whitfield County, Georgia, each having been conveyed to the City of Dalton in Deed Book 4040 Page 277, Whitfield County, Georgia Land Records (collectively the “Dalton Utilities Easement”); and

WHEREAS, Hammond Creek Capital, LLC (“Hammond Creek”) is the owner of certain real property being more particularly described as follows (the “Hammond Creek Property”):

All that tract or parcel of land lying and being in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as Tracts. 1, 2, 3, 4 according to plat of survey prepared for Hammond Creek Capital, LLC by David L. Hester, Georgia Registered Land Surveyor No. 3042, dated September 6, 2022, and recorded in Plat Book F Page 566, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference; and

WHEREAS, Hammond Creek desires to convey to Dalton Utilities an easement for the right to construct, maintain, operate, repair and remove certain overhead and underground electric transmission, distribution, and communication lines, though, over or under a portion of the Hammond Creek Property and the right of ingress and egress upon, over, and around the Hammond Creek Property for accessing said easement for the purposes of installation, maintenance, operation, repair, and removal of said utility lines as more particularly described in that certain Easement attached hereto as Exhibit “A” and incorporated herein by reference (the “Hammond Creek Utility Easement”); and

WHEREAS, in exchange for the Hammond Creek Utility Easement, Dalton Utilities, under the authority of O.C.G.A. § 36-37-6 (c), has proposed to transfer to Hammond Creek a portion of the Dalton Utilities Easement as more particularly described in that certain Quit Claim Deed attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, Dalton Utilities and Hammond Creek agree that the fair exchange values of the portion of the Dalton Utilities Easement to be transferred and the Hammond Creek Utility Easement are, respectively, \$39,600 and \$39,500, with the difference in value thereof to be equalized by payment from Hammond Creek of \$100 to Dalton Utilities in cash at closing (the “Equalization Payment”) so that the parties will be transferring and receiving properties of equal value; and

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above described exchange and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City

of Dalton, a copy of such resolution of the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia is attached hereto as Exhibit "C" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED, that Dalton Utilities or the City, as the case may be, is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed transfer and disposition of a portion of the Dalton Utilities Easement, the acquisition of the Hammond Creek Utility Easement, and the receipt of the Equalization Payment as of the date of closing, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and he hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a Quit Claim Deed and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of the City.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

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

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

SO RESOLVED this _____ day of _____, 2023.

The City Of Dalton, Georgia

By: _____
David Pennington, Mayor

Attest: _____
City Clerk

(seal)

EXHIBIT “A”

Easement

See attached.

EXHIBIT “B”

Quit Claim Deed

See attached.

EXHIBIT “C”

RESOLUTIONS OF THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS, UTILITY EASEMENT EXCHANGE

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners (the “Board of Commissioners”) of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns that certain Easement for Right-of-Way made by Tawfeek Shaheen for the benefit of Georgia Power Company dated October 19, 1987 and recorded in Deed Book 1052 Page 344-346, Whitfield County, Georgia and that certain Easement for Right-of-Way made by Shaheen Shaheen, Lindsey Dennard (Dennard), and Charlotte Crutchfield for the benefit of Georgia Power Company dated October 19, 1987 and recorded in Book 1052, Page 347-348 of the records of Whitfield County, Georgia, each having been conveyed to the City of Dalton in Deed Book 4040 Page 277, Whitfield County, Georgia Land Records (collectively the “Dalton Utilities Easement”); and

WHEREAS, Hammond Creek Capital, LLC (“Hammond Creek”) is the owner of certain real property being more particularly described as follows (the “Hammond Creek Property”):

All that tract or parcel of land lying and being in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as Tracts. 1, 2, 3, 4 according to plat of survey prepared for Hammond Creek Capital, LLC by David L. Hester, Georgia Registered Land Surveyor No. 3042, dated September 6, 2022, and recorded in Plat Book F Page 566, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference; and

WHEREAS, Hammond Creek desires to convey to Dalton Utilities an Easement for the right to construct, maintain, operate, repair and remove certain overhead and underground electric transmission, distribution, and communication lines, though, over or under a portion of the Hammond Creek Property and the right of ingress and egress upon, over, and around the Hammond Creek Property for accessing said easement for the purposes of installation, maintenance, operation, repair, and removal of said utility lines as more particularly described in that certain Easement attached hereto as Exhibit “1” and incorporated herein by reference (the “Hammond Creek Utility Easement”); and

WHEREAS, in exchange for the Hammond Creek Utility Easement, Dalton Utilities, under the authority of O.C.G.A. § 36-37-6 (c), has proposed to transfer to Hammond Creek a portion of the Dalton Utilities Easement as more particularly described in that certain Quit Claim Deed attached hereto as Exhibit “2” and incorporated herein by reference; and

WHEREAS, Dalton Utilities and Hammond Creek agree that the fair exchange values of the portion of the Dalton Utilities Easement being transferred and the Hammond Creek Utility Easement are, respectively, \$39,600 and \$39,500, with the difference in value thereof to be equalized by payment from Hammond Creek of \$100 to Dalton Utilities in cash at closing (the “Equalization Payment”), so that Dalton utilities shall acquire property of equal or greater value to the property exchanged by Dalton Utilities;

WHEREAS, the Board of Commissioners has determined with the concurrence of the City of Dalton that it is consistent with the best interests of Dalton Utilities that Dalton Utilities for City of Dalton to transfer a portion of the Dalton Utilities Easement to Hammond Creek and acquire

the Hammond Creek Utility Easement, subject to the parties' satisfaction of statutory formalities governing the effectuation of the exchange of such property;

NOW, THEREFORE, BE IT RESOLVED, that the proposed transfer and disposition of a portion of the Dalton Utilities Easement, acquisition of the Hammond Creek Utility Easement, and receipt of the Equalization Payment is hereby approved and Dalton Utilities is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed agreement to transfer and dispose of the portion of the Dalton Utilities Easement and to acquire the Hammond Creek Utility Easement, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that the Board of Commissioners recommends to the Mayor and Council of the City of Dalton that they approve the proposed transfer and disposition of the portion of the Dalton Utilities Easement and acquisition of the Hammond Creek Utility Easement and authorize the appropriate officials of the City of Dalton to enter into and perform the obligations required of it to consummate this transaction, subject to fulfillment of all legal conditions precedent.

BE IT FURTHER RESOLVED, that that subject to fulfillment of all legal conditions precedent, the Chairman, Vice Chairman, and/or President of Dalton Utilities (the "Authorized Officers") be, and each hereby is, authorized and empowered to take such action and to execute for and on behalf of Dalton Utilities the Quit Claim Deed and such other documents, instruments, certificates, assignments, and papers which, in the judgment of any of the Authorized Officers, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by any of the Authorized Officers on behalf of Dalton Utilities, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by any of the Authorized Officers on behalf of Dalton Utilities is herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Authorized Officers in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of any Authorized Officer to any of the consents, agreements, instruments, certificates, assignments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of Dalton Utilities.

BE IT FURTHER RESOLVED, that any and all actions heretofore taken by any of the Authorized Officers of Dalton Utilities relating to or in connection with the proposed transaction be, and the same hereby are, approved, ratified, and confirmed as the duly authorized actions of Dalton Utilities.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities' seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities' seal on any such

agreement, instrument, certificate, financing statement, assignment, paper or other documents shall not affect its validity or the obligation of Dalton Utilities thereunder.

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

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

SO ADOPTED, this ____ day of _____, 2023.

BOARD OF WATER, LIGHT AND SINKING
FUND COMMISSIONERS

By: _____

Chairman

Attest: _____

Secretary

(SEAL)

EXHIBIT “1”

Easement

See attached.

EXHIBIT “2”

Quit Claim Deed

See attached.

[Space above this line for recording data.]

Please Record and Return To:

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

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this _____ day of _____, 2023, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Hammond Creek Capital, LLC**, a Georgia limited liability company, Grantee.

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

THE GRANTOR, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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:

City of Dalton, Georgia

Unofficial Witness

By: _____
Mayor

Notary Public

Attest: _____
Clerk

My commission expires:

[Seal]

[Notarial Seal]

EXHIBIT “A”

All that tract or parcel of land lying or being in Land Lots 139 and 140, 12th District, 3rd Section, City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

COMMENCING at a concrete monument found at the intersection of the northeastern right-of-way of North Bypass (variable right-of-way) with the westerly right-of-way of Pleasant Grove Drive (variable right-of-way) having Georgia State Plane Coordinate values Northing:1,745,718.59; Easting: 2,065,607.69, Georgia West Zone. Thence along said right-of-way of the North Bypass the following courses and distances: North 22 degrees 28 minutes 53 seconds West a distance of 403.27 feet to a concrete monument; South 58 degrees 50 minutes 53 seconds West a distance of 10.54 feet to a concrete monument; North 32 degrees 51 minutes 54 seconds West a distance of 284.82 feet to a concrete monument; North 23 degrees 00 minutes 42 seconds West a distance of 40.87 feet to a point said point being the TRUE POINT OF BEGINNING. Thence along said right-of-way of the North Bypass North 23 degrees 00 minutes 42 seconds West, a distance of 0.64 feet to a concrete monument; thence North 23 degrees 02 minutes 44 seconds West, a distance of 109.33 feet to a point; thence departing said right-of-way South 88 degrees 58 minutes 51 seconds East, a distance of 250.49 feet to a point; thence North 01 degrees 08 minutes 09 seconds East, a distance of 429.90 feet to a point; thence South 46 degrees 18 minutes 51 seconds East, a distance of 136.01 feet to a point; thence South 01 degrees 08 minutes 09 seconds West, a distance of 438.13 feet to a point; thence North 88 degrees 58 minutes 51 seconds West, a distance of 305.64 feet to a point located on the northeastern right-of-way of the North Bypass, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.639 Acres.

[Space above this line for recording data.]

Please Record and Return To:

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

EASEMENT

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, 2023, between **Hammond Creek Capital, LLC**, a Georgia limited liability company, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, 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:

WHEREAS, Grantor is the owner of that certain parcel of real property situated in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia, which land is more particularly described in Exhibit “A” attached hereto the terms of which are made a part hereof (the “Land”); and

WHEREAS, Grantor desires to grant to Grantee an easement for the purposes set forth hereinbelow over and across the Land;

NOW THEREFORE, the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee, a perpetual easement for the right to construct, maintain, operate, repair and remove certain overhead and underground electric transmission,

distribution, and communication lines, though, over or under that tract of Land owned by the Grantor in over and across those area more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Easement Area").

IT IS EXPRESSLY PROVIDED that Grantee shall have a perpetual right of ingress and egress upon, over, and across the adjoining lands owned by Grantor for access to said easement for the purposes of installation, maintenance, operation, repair, and removal of said utility lines.

GRANTOR HEREBY RESERVES for itself and its successors, heirs, and assigns, all of its right, title, and interest in and to the Land incident to the fee simple estate thereof, and to use the Easement Area for any and all purposes that do not unreasonably interfere with Grantee's use of the Easement Area as expressly permitted herein. For the sake of clarity, Grantee acknowledges and agrees that Grantor shall be permitted to construct a parking area and grade, pave, and landscape over, across, and under the Easement Area and any such improvements shall not be deemed to unreasonably interfere with Grantee's use of the Easement Area.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

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

Signed, sealed and delivered
In the presence of:

Hammond Creek Capital, LLC

Unofficial Witness

Notary Public

By: _____ (Seal)
Bryan Hair, Manager

My commission expires:

[Notarial Seal]

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as Tracts. 1, 2, 3, 4 according to plat of survey prepared for Hammond Creek Capital, LLC by David L. Hester, Georgia Registered Land Surveyor No. 3042, dated September 6, 2022, and recorded in Plat Book F Page 566, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference

EXHIBIT “B”


All that tract or parcel of land lying or being in Land Lot 140, 12th District, 3rd Section, City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:


COMMENCING at a concrete monument found at the intersection of the northeastern right-of-way of North Bypass (variable right-of-way) with the westerly right-of-way of Pleasant Grove Drive (variable right-of-way) having Georgia State Plane Coordinate values Northing:1,745,718.59; Easting: 2,065,607.69, Georgia West Zone. Thence along said right-of-way of the North Bypass the following courses and distances: North 22 degrees 28 minutes 53 seconds West a distance of 403.27 feet to a concrete monument; South 58 degrees 50 minutes 53 seconds West a distance of 10.54 feet to a concrete monument; North 32 degrees 51 minutes 54 seconds West a distance of 284.82 feet to a concrete monument; North 23 degrees 00 minutes 42 seconds West a distance of 41.51 feet to a concrete monument; North 23 degrees 00 minutes 42 seconds West a distance of 226.19 feet to a point; said point being the TRUE POINT OF BEGINNING. Thence along said right-of-way of the North Bypass thence North 23 degrees 02 minutes 44 seconds West, a distance of 11.57 feet to a concrete monument; thence North 67 degrees 04 minutes 43 seconds West, a distance of 98.83 feet to a point; thence departing said right-of-way North 48 degrees 40 minutes 38 seconds East, a distance of 116.54 feet to a point; thence North 51 degrees 23 minutes 00 seconds East, a distance of 357.89 feet to a point; thence South 46 degrees 18 minutes 51 seconds East, a distance of 100.91 feet to a point; thence South 51 degrees 23 minutes 00 seconds West, a distance of 369.05 feet to a point; thence South 48 degrees 40 minutes 38 seconds West, a distance of 74.86 feet to a point on the northeastern right-of-way of North Bypass; said point being the TRUE POINT OF BEGINNING.

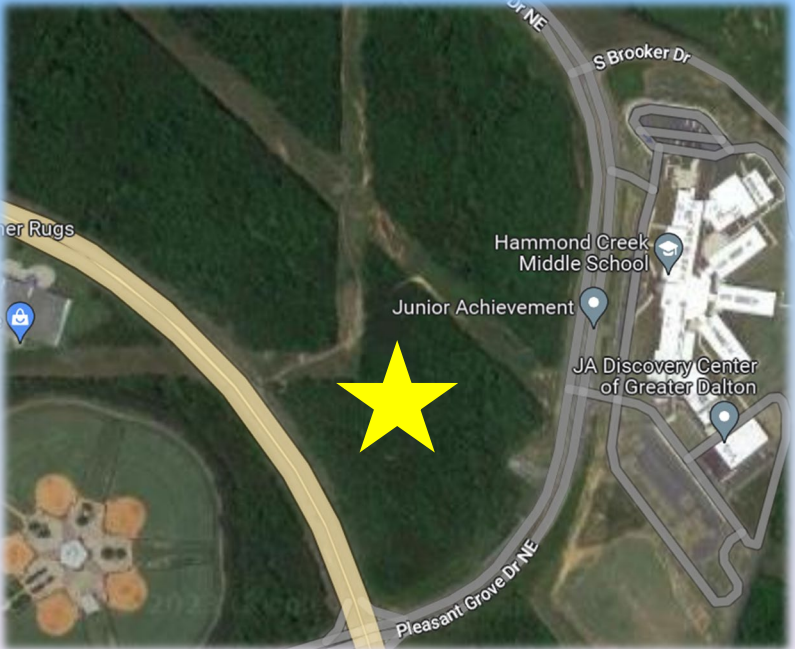
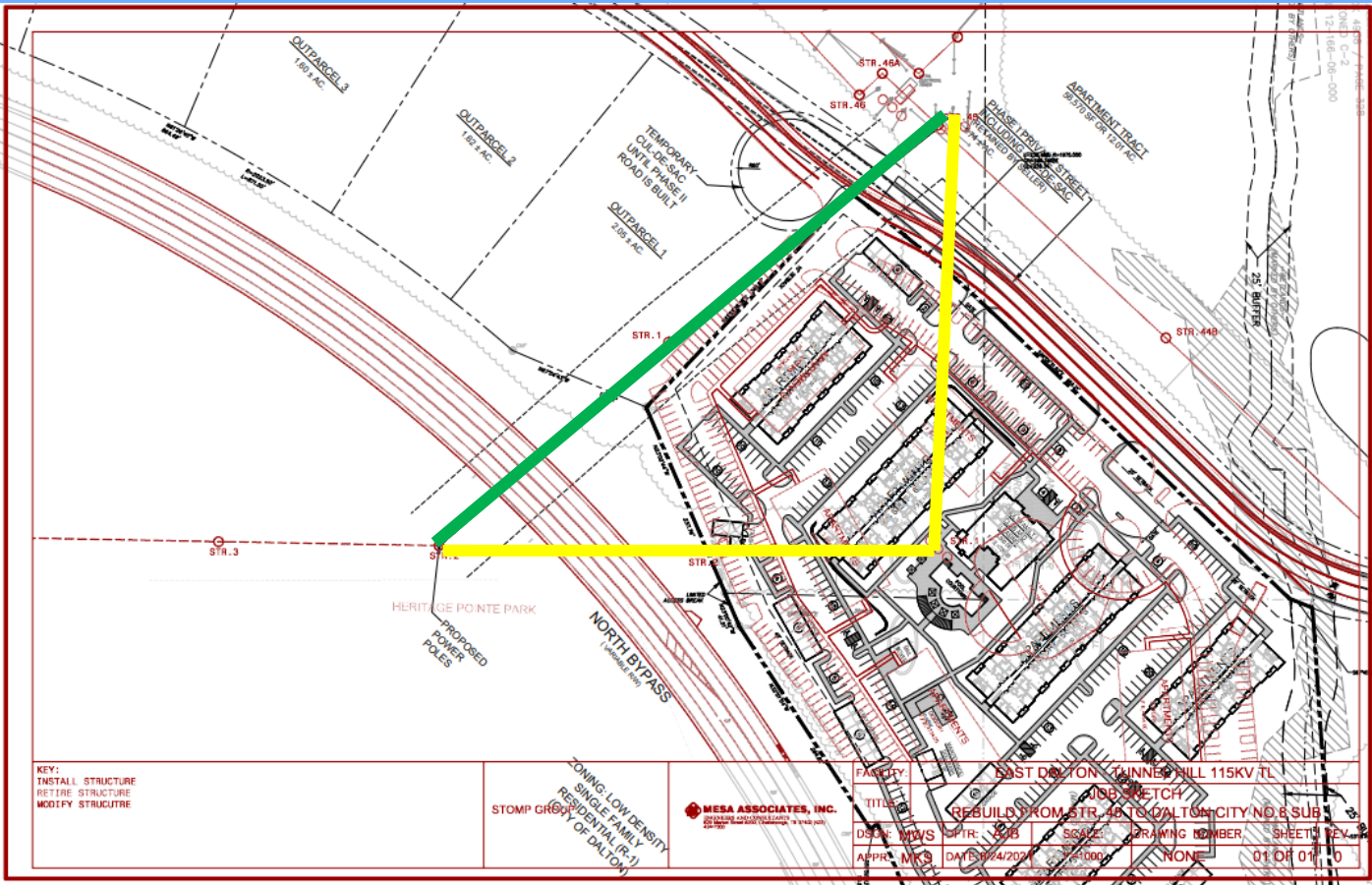
Said tract of land contains 1.045 Acres.

Approval of Electric Transmission Easement

- Hammond Creek Transmission Line and Easement Relocation

Remove line 

Install line 





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2/20/23

Agenda Item: Encroachment Permit

Department: Public Works

Requested By: Chad Townsend

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

This request for right of way encroachment is for the installation of an awning at 212 N Hamilton Street. The awning installation consists of installing vertical support posts on City-owned sidewalk. Public Works staff and Committee has reviewed and are acceptable to the installation.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way
Permit No. _____

Applicant: Buckin Burrito
Address: 212 North Hamilton St.
Contact Person: Stan Petzel
Phone: 706-313-1592
Purpose of Easement: Installing New Awning

A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 18 day of JANUARY, 2023. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: [Signature]
(title) Owner

Public Works Committee Recommendation: X Approve ___ Do not Approve

(CT)

After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby ____ approved ____ denied, this _____ day of _____, 20__.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 02/20/23
Agenda Item: Buckin Burrito Awning Appeal
Department: Administration
Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

The Buckin Burrito is appealing the decision of the Historic Preservation Commission for their awning request.
--

February 14, 2023

Mayor and Council
City of Dalton
300 W. Waugh Street
Dalton GA 30720

Re: Appeal of Historical Preservation Committee (HPC) decision on Awning for 212 N. Hamilton St.

Dear Mayor and Council:

On behalf of the Buckin Burrito and the owners of 212 N. Hamilton Street (Charles D. Maret and Susan B. Maret) we respectfully appeal the decision made by the HPC in regards to the awning located at 212 N. Hamilton St. The vote at the HPC committee on February 9, 2023 ended in a tie vote, thus the motion was not approved.

We would like to present our appeal at the next available City Council meeting.

Sincerely,



Stan Fetzer
Owner, Buckin Burrito



Mike Maret
Representative of Property Owners