



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 04, 2022
6:00 PM
DALTON CITY HALL**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

1. Mayor and Council Minutes of March 21, 2022

Unfinished Business:

2. Second Reading – Ordinance 22-05 - To Make Findings Of Fact Concerning the Public Use And Necessity Of An Unopened Section Of Morningside Drive, As Shown On Plat Of Frazier Acres; To Consider Vacating And Abandonment Of The Public Interest In And To The Said Section Of Platted And Unopened Street For Public Street And Transportation Purposes; To Declare The Closing Of Such Section Of Platted But Unopened Street, For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Reserving All Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.
3. Second Reading – Ordinance 22-06 - An Ordinance Of The City Of Dalton To Amend Chapter 22 Captioned “Buildings And Building Regulations” Providing For Delegation Of Powers And Authority For the Administration And Enforcement Of The Provisions Of Chapter 22 And The Powers Of “Building Inspector” Under Section 5-23 Of The Charter (Ga. L. 1908, P. 579, Section 8) And Sections 22-501 et. seq. Of The Revised Code Of 2001, As Amended; To Establish An Effective Date; To Provide For Severance; To Repeal Conflicting Local Laws; And For Other Purposes.

New Business:

4. (2) New 2022 Alcohol Beverage Applications
5. Renewal of HVAC Maintenance Agreement with EMCOR for Old Post Office Building
6. Resolution 22-02 Ethics in Government
7. Change Order Request - SP210 Heritage Point Soccer Complex Project - NWGP Inc.

MAYOR AND COUNCIL MEETING AGENDA
APRIL 04, 2022

8. GDOT Contract To Acquire Land/Easement RWY 32 RPZ; DBE Update FY21-23; Replace AWOS At The Dalton Municipal Airport
9. Contract with Thrive Outdoor, Inc. for Grading Services at Dalton Municipal Airport
10. First Reading - Ordinance 22-08 - To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes.
11. First Reading - Ordinance 22-09 - To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.
12. Ordinance 22-10 - The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.17 acres located on 921 S. Hamilton Street, Parcel (12-257-02-019).
13. Ordinance 22-11 - The request of Luis and Maria Herrera to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 1.22 acres located at 500 Underwood Street, Parcels (12-201-10-001 and 12-201-10-017).
14. Ordinance 22-12 - The request of John Isaac McDonald to annex as Zero Lot Line Residential (R-4) a tract of land totaling 0.1 acres located at 203 Roslyn Court, Parcel (12-147-17-010).
15. Ordinance 22-13 - The request of the City of Dalton Mayor and Counsel to amend the Unified Zoning Ordinance text in regard to dwelling unit size within the City of Dalton, and to add multi-family residential as a permitted use within the Mixed-Use zone district. (Dalton, Varnell, Whitfield).

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 21, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Harlan, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

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 Harlan, the Agenda dated March 21, 2022 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

Kim Naples addressed the Mayor and Council reporting a noise complaint at Mistika Night Club located at 1001 Market Street Suite 25. Naples stated her Condominium (Rosewood) backs up to the shopping center where the night club is located. Naples stated neighbors are unable to sleep due to the excessive noise. Mayor Pennington asked Ms. Naples to speak with Police Chief Cliff Cason.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of March 7, 2022. On the motion of Council member Harlan, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 22-03 – ARCHITECTURAL DESIGN STANDARDS

On the motion of Council member Mock, second Council member Harlan, the Mayor and Council adopted Ordinance 22-03 to Establish Architectural Design Standards For The Area Within Tax Allocation District No. 5 Otherwise Known As “The Gateway Corridor” As An Overlay To Existing Zoning And Land Use Regulations; To Incorporate Findings Of Fact; To Specify Standards Including Use Of Outdoor Signage; To Establish An Effective Date; To Repeal Laws And Ordinances In Conflict Therewith; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

CREATION OF DESIGN REVIEW BOARD FOR THE GATEWAY CORRIDOR OVERLAY DISTRICT REGULATIONS

City Administrator Andrew Parker presented a creation of Design Review Board with the Gateway Corridor Overlay District Regulations. Parker stated the Board would have the authority over issuing variances to the Regulations with the following positions to be named as the standing committee members:

City Administrator Andrew Parker
Planning & Zoning Administrator Jean Garland
Chief Building Official Michael Fowler
Local Area Architect/Engineer Kenneth Harless

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

ACCEPTANCE OF PERMANENT EASEMENT AGREEMENT FROM BRUCE A. KING FOR MILL CREEK RIVERWALK PROJECT

City Administrator Andrew Parker presented the Permanent Easement Agreement from Bruce A. King for the Mill Creek Riverwalk Project. On the motion of Council member Mock, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

ACCEPTANCE OF PERMANENT AND TEMPORARY EASEMENT AGREEMENTS FROM MASHBURN CHARITABLE TRUST FOR MILL CREEK RIVERWALK PROJECT

City Administrator Andrew Parker presented the Permanent and Temporary Easement Agreement from the Mashburn Charitable Trust for Mill Creek Riverwalk Project. On the motion of Council member Harlan, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

CROY ENGINEERING REVISED TASK ORDER #6 FOR RAMP REHAB AT AIRPORT

Airport Director Andrew Weirsma presented the Croy Engineering Revised Task Order #6 for Ramp Rehab at Airport. Weirsma stated that GDOT clarified that if the discretionary allocation of \$1.4 million is not enough to cover both the engineering services and project construction, engineering services will be reimbursed from a separate grant at 90%, which will require a match of local funds in the amount of \$15,718.00. On the motion of Council member Harlan, second Council member Mock, the Mayor and Council approved the task order. The vote was unanimous in favor.

UPDATE TO FEDERAL/STATE AIRPORT CIP REQUESTS FOR ALLOCATION OF INCOMING BIPARTISAN INFRASTRUCTURE LAW (BIL) FUNDS

Airport Director Andrew Weirsma presented an Updated Airport CIP, Wiersma stated the FAA is requiring airports to update their 5-year CIP request to include additional projects which will use BIL funds and Airport improvement Program (AIP) funding. On the motion of Council member Mock, second Council member Harlan, the Mayor and Council approved the Airport CIP Revision. The vote was unanimous in favor.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND WHITFIELD COUNTY REGARDING JOINTLY-FUNDED SERVICES SPECIAL TAX DISTRICT

City Administrator Andrew Parker presented the Intergovernmental Agreement Between the City of Dalton and Whitfield County Regarding Jointly-Funded Services Special Tax District. Parker stated the agreement provides for removal of the Dalton-Whitfield Library from the Special Tax District to provide more flexibility in funding whereby likely enhancing services and increasing efficiency to the community. On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved the Intergovernmental Agreement. The vote was unanimous in favor.

FIRST READING – ORDINANCE 22-05 – MORNINGSIDE DRIVE STREET CLOSING REQUEST

The Mayor and Council held a first reading of Ordinance 22-05 – Morningside Drive Street Closing Request To Make Findings Of Fact Concerning the Public Use And Necessity Of An Unopened Section Of Morningside Drive, As Shown On Plat Of Frazier Acres; To Consider Vacating And Abandonment Of The Public Interest In And To The Said Section Of Platted And Unopened Street For Public Street And Transportation Purposes; To Declare The Closing Of Such Section Of Platted But Unopened Street, For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Reserving All Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

FIRST READING – ORDINANCE 22-06 – CODE ENFORCEMENT

The Mayor and Council held a first reading of Ordinance 22-06, an Ordinance of The City of Dalton To Amend Chapter 22 Captioned “Buildings and Building Regulations” Providing for Delegation of Powers and Authority for the Administration and Enforcement of The Provisions of Chapter 22 And the Powers Of “Building Inspector” Under Section 5-23 Of the Charter (Ga. L. 1908, P. 579, Section 8) And Sections 22-501 et. seq. Of the Revised Code Of 2001, As Amended; To Establish an Effective Date; To Provide for Severance; To Repeal Conflicting Local Laws; And for Other Purposes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:25 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/04/22

Agenda Item: Second Reading - Ordinance 22-05 Morningside Drive Street Closing Request

Department: Administration

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:

Second Reading - Ordinance 22-05 - To Make Findings Of Fact Concerning the Public Use And Necessity Of An Unopened Section Of Morningside Drive, As Shown On Plat Of Frazier Acres; To Consider Vacating And Abandonment Of The Public Interest In And To The Said Section Of Platted And Unopened Street For Public Street And Transportation Purposes; To Declare The Closing Of Such Section Of Platted But Unopened Street, For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Reserving All Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

ORDINANCE 22-05

To Make Findings Of Fact Concerning the Public Use And Necessity Of An Unopened Section Of Morningside Drive, As Shown On Plat Of Frazier Acres; To Consider Vacating And Abandonment Of The Public Interest In And To The Said Section Of Platted And Unopened Street For Public Street And Transportation Purposes; To Declare The Closing Of Such Section Of Platted But Unopened Street, For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Reserving All Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes

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

Section 1

Upon petition of BMT Circle, LLC and the investigation and inquiry of the City of Dalton, the Mayor and Council find that the below described platted but unopened section of Morningside Drive, in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated December 16, 2021 and pertaining to property in Land Lot No. 179 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

Exhibit "B" attached hereto and incorporated herein by reference is a complete metes and bounds description of said unopened portion of Morningside Drive which is the subject of this Ordinance.

Section 2

Notifications to property owners located on the property described above to be closed have been given.

Section 3

That section of Morningside Drive, heretofore platted but unopened as shown and described in Section shall be closed and no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street, road and transportation purposes shall cease upon the effective date of this Ordinance.

Section 4

Notwithstanding anything herein to the contrary the City of Dalton reserves a permanent easement to build, construct, maintain, operate, repair and remove and replace utility systems and equipment through, under, or over said property together with the right of ingress and egress for access thereto and an easement for stormwater drainage.

Section 5

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 6

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all the City's interest, except for such utility and drainage easements, of the City of Dalton in and to the section to be closed to contiguous owners or their successors in title in accordance with O. C. G. A. § 32-7-4.

Section 7

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8

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

SO ORDAINED this ____ day of _____, 2022.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____.

and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

MAYOR

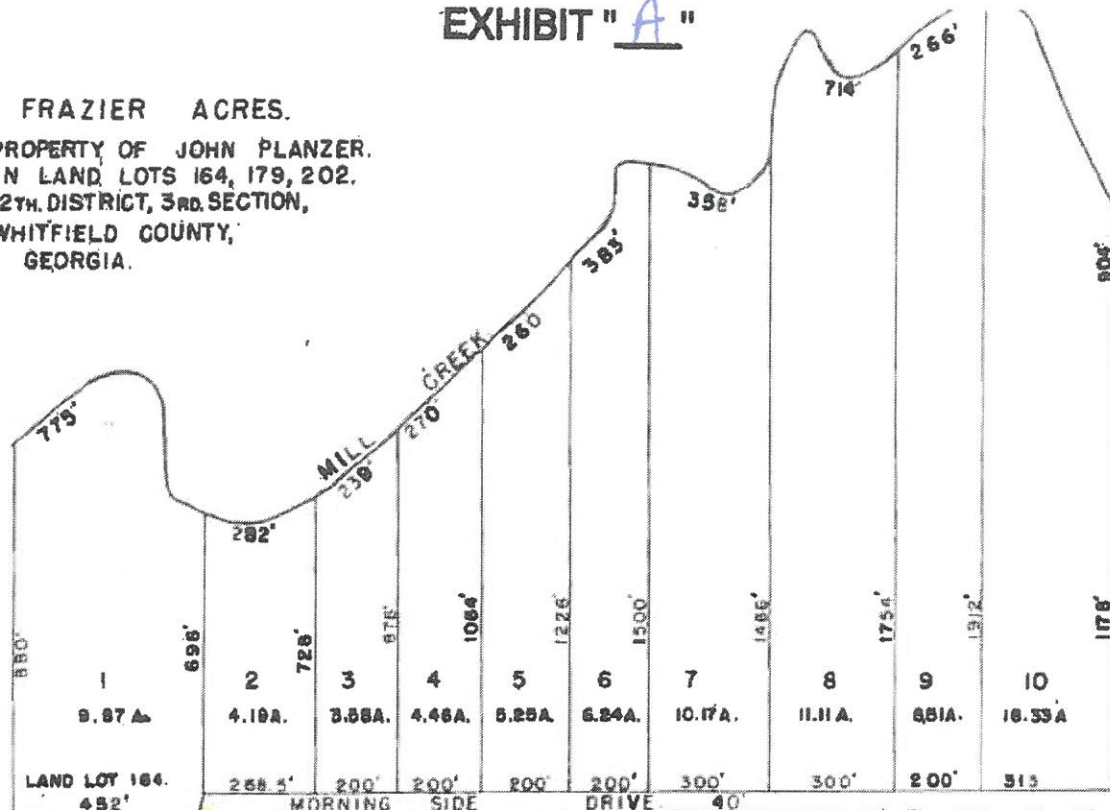
CITY CLERK

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

CITY CLERK
CITY OF DALTON

EXHIBIT "A"

FRAZIER ACRES.
 PROPERTY OF JOHN PLANZER.
 IN LAND LOTS 164, 179, 202.
 12TH DISTRICT, 3RD SECTION,
 WHITFIELD COUNTY,
 GEORGIA.



LAND LOT 164.
492'

AL W CORNER
LAND LOT 179.

MORNING SIDE DRIVE

LAND LOT 179.

(FRAZIER ACRES PLAT 3.)

MORNING
SIDE DRIVE.

FIELDS
AVENUE.



11	687'	1.53A
12	664'	1.53A.
13	662.5'	1.52A.
14	661'	1.52A.
15	659.5'	1.52A.
16	658'	1.51A.
17	656.5'	1.51A.
18	655'	1.51A.
19	653.5'	1.50A.
20	652'	1.50A.
21	650.5'	1.50A.
22	648'	1.49A.
23	647.5'	1.49A.
24	646'	1.49A.
25	644.5'	1.48A.
26	643'	1.48A.
27	641.5'	1.48A.
28	640'	1.47A.
29	638.5'	1.47A.
30	637'	1.46A.
31	635.5'	1.46A.
32	634'	1.45A.
33	632'	1.45A.
34	630'	1.44A.



SEPTEMBER 4, 1945.
R. L. Smith
 DALTON, GEORGIA.
 REGISTERED,
 SURVEYOR 262,
 CML ENGINEER 725.

PLAT BOOK I.
 PAGE 268.

EXHIBIT "B"

That property being a portion of unopened Morningside Drive, and being that strip shown on plat of Frazier Acres by R. E. Smith, Registered Surveyor #262, dated September 4, 1945, recorded in Plat Book 1, page 286, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which runs in a southwesterly direction from the south line of what is shown on said plat as Morning Side Drive and is now known as Hale Bowen Drive (located along the north line of Land Lot 179 of the 12th District and 3rd Section of Whitfield County, Georgia) to a point directly east and opposite of the southeast corner of property conveyed to BMT Circle, LLC by deed dated November 29, 2021, recorded in Deed Book 6899, Page 448, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia; bounded on the west by the east line of property of BMT Circle, LLC as described in said deed; on the north by Hale Bowen Drive, and on the east by the westerly line of unopened Morningside Drive; LESS AND EXCEPT THE RIGHT OF WAY INCLUDING CUL DE SAC OF ALABAMA DRIVE, as shown on plat of survey of Mitchell Lowery, GRLS # 3109, dated December 21, 2021 for Brian Spence and recorded in Plat Book _____, Page _____ of the Whitfield County, Georgia Deed Records.

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF DALTON

RE: PETITION TO ABANDON AND QUIT-CLAIM AN UNOPENED PORTION OF MORNINGSIDE DRIVE

Comes now BMT Circle, LLC, a Georgia limited liability company, and petitions the Mayor and Board of Aldermen of the City of Dalton to abandon such interest as it might have in a portion of Morningside Drive shown on certain subdivision plats but not used, and which lies on the east side of property owned by Petitioner, and for a quitclaim deed thereto, and shows as follows:

1. BMT Circle, LLC, is the owner of property acquired through Limited Warranty Deed dated November 29, 2021, recorded in Deed Book 6899, page 448, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, a copy of which is attached hereto as Exhibit A. The property is described as being bounded on the east by the west side of the right of way of Morningside Drive. Attached hereto as Exhibit B is a copy of a current plat of survey of said property, also showing the unopened road and the cul de sac of Alabama Drive, an opened road.
2. Attached hereto as Exhibit C is a copy of a portion of plat of Frazier Acres Plat 1. The property of Petitioner is located in the area labeled "N. W. Corner Land Lot 179" and is bounded on the east by the right of way of the road running in a southwesterly direction from that street shown as Morning Side Drive 40' located along the north line of said Land Lot 179, now know as Hale Bowen Drive.
3. The portion of Morningside Drive adjoining the property of Petitioner, not including the right of way and cul de sac of Alabama Drive, is not opened, is overgrown with brush and trees, and during the preceding twenty years has not been used. Said property appears never to have been accepted as a street by the City, or to have been abandoned.
4. Petitioners do not ask the City to abandon or quitclaim the right of way including the cul de sac of Alabama Drive, nor any utility or drainage easements presently existing in the right of way of Morningside Drive.
5. A proposed quitclaim deed which describe the property in question is submitted herewith.

Respectfully submitted this 12 day of January, 2022.

BMT Circle, LLC

By: Bill Blackwood
Bill Blackwood, Member

By: John Thomas
John Thomas, Member

By: Mike Maret
Mike Maret, Member

After Recording, Please Return To
Susan W. Bisson
Sponcler & Tharpe, LLC
P.O. Box 398
Dalton, GA 30722-0398

STATE OF GEORGIA,
WHITFIELD COUNTY.

QUITCLAIM DEED FOR UNOPENED ROAD

THIS INDENTURE, made the ___ day of _____, 2022, between The City of Dalton, a municipal corporation of the State of Georgia, (hereinafter "Grantor"), and BMT Circle, LLC, a Georgia limited liability company, (hereinafter "Grantee").

WITNESSETH, that the Grantor, for and in consideration of \$1.00 and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, the following described property, to-wit:

That property being a portion of unopened Morningside Drive, and being the westernmost half of that strip shown on plat of Frazier Acres by R. E. Smith, Registered Surveyor #262, dated September 4, 1945, recorded in Plat Book 1, page 286, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which runs in a southwesterly direction from the south line of what is shown on said plat as Morning Side Drive and is now known as Hale Bowen Drive (located along the north line of Land Lot 179 of the 12th District and 3rd Section of Whitfield County, Georgia) to a point directly east and opposite of the southeast corner of that property conveyed to Grantee herein by deed dated November 29, 2021, recorded in Deed Book 6899, page 448, in the office of the Clerk of the Superior Court of Whitfield County, Georgia; bounded on the west by the east line of property of Grantee as described in said deed; on the north by Hale Bowen Drive, and on the east by the centerline of unopened Morningside Drive; LESS AND EXCEPT THE RIGHT OF WAY INCLUDING CUL DE SAC OF ALABAMA DRIVE.

TO HAVE AND TO HOLD the said described premises, together with all rights and appurtenances to the same belonging, unto the Grantee, and to the heirs and assigns of the Grantee forever, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any ways or means, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof; PROVIDED, HOWEVER, that Grantor reserves for itself,

and its successors and assigns, the right to construct, maintain, operate, repair and remove utility systems and equipment through, over and under said property together with a right of access for emergency and public service vehicles and personnel, and an easement for drainage.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed, all being done as of the day and year first above written.

City of Dalton, Georgia

Signed, sealed and delivered

in the presence of:

By: _____
Mayor

Witness

Attest: _____
Clerk

Notary Public

Exhibit A

Deed Doc: WD
Recorded 12/01/2021 12:05PM
Georgia Transfer Tax Paid : \$300.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06899 Pg 0448-0449

PL1003791

This space above this line is for recording purposes.

After recording, please return to:
Susan W. Bisson
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2021080957

STATE OF GEORGIA,

WHITFIELD COUNTY.

LIMITED WARRANTY DEED

THIS INDENTURE, made the 29th day of November, 2021, between NORTH GEORGIA RADIO GROUP, LP, a Georgia limited partnership (hereinafter, whether singly or more than one, the "Grantor"), and BMT CIRCLE, LLC, a Georgia limited liability company (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

That tract of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, being a portion of an unnumbered tract of Frazier Acres, more particularly described by plat prepared by Marcus E. Cook, Registered Surveyor, labeled Tract in Frazier Acres, dated April 13, 1977, as follows: BEGIN at a point on the west line of said Land Lot No. 179, said point being marked by an iron pin which is located 40 feet south of the northwest corner of said Land Lot 179, as measured along the west line thereof; thence east, 40 feet south of, and parallel to, the north line of said Land Lot No. 179, a distance of 451.88 feet to an iron pin located on the west side of the right-of-way of Morningside Drive; thence south 15 degrees 00 minutes west, following said right-of-way, 414.02 feet;

thence west 344.9 feet to the west line of said Land Lot No. 179; thence north along the west line of said land lot, 400 feet to the point of beginning; LESS AND EXCEPT that portion of the above described property conveyed to Whitfield County, Georgia, by Right-of-Way Deed for Flemming Street Extension dated August 7, 1997, recorded in Deed Book 2878, page 175, Whitfield County, Georgia, Land Records.

TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, 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 Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

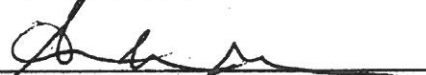
SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

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

Signed, sealed and delivered
in the presence of:



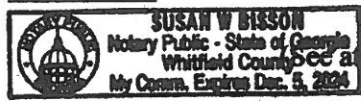
Unofficial Witness



Notary Public

My Commission Expires:

[Notary Seal]



**NORTH GEORGIA RADIO GROUP, LP, A
GEORGIA LIMITED PARTNERSHIP**

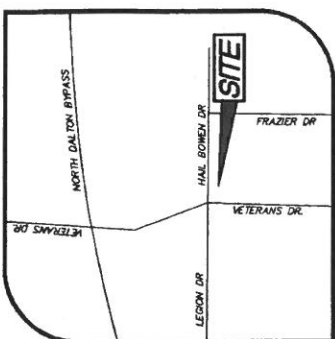
**BY WHITFIELD COMMUNICATIONS,
INC., A TENNESSEE CORPORATION, ITS
GENERAL PARTNER**

BY: 

PAUL FINK, PRESIDENT

Exhibit B

B

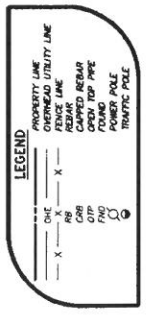
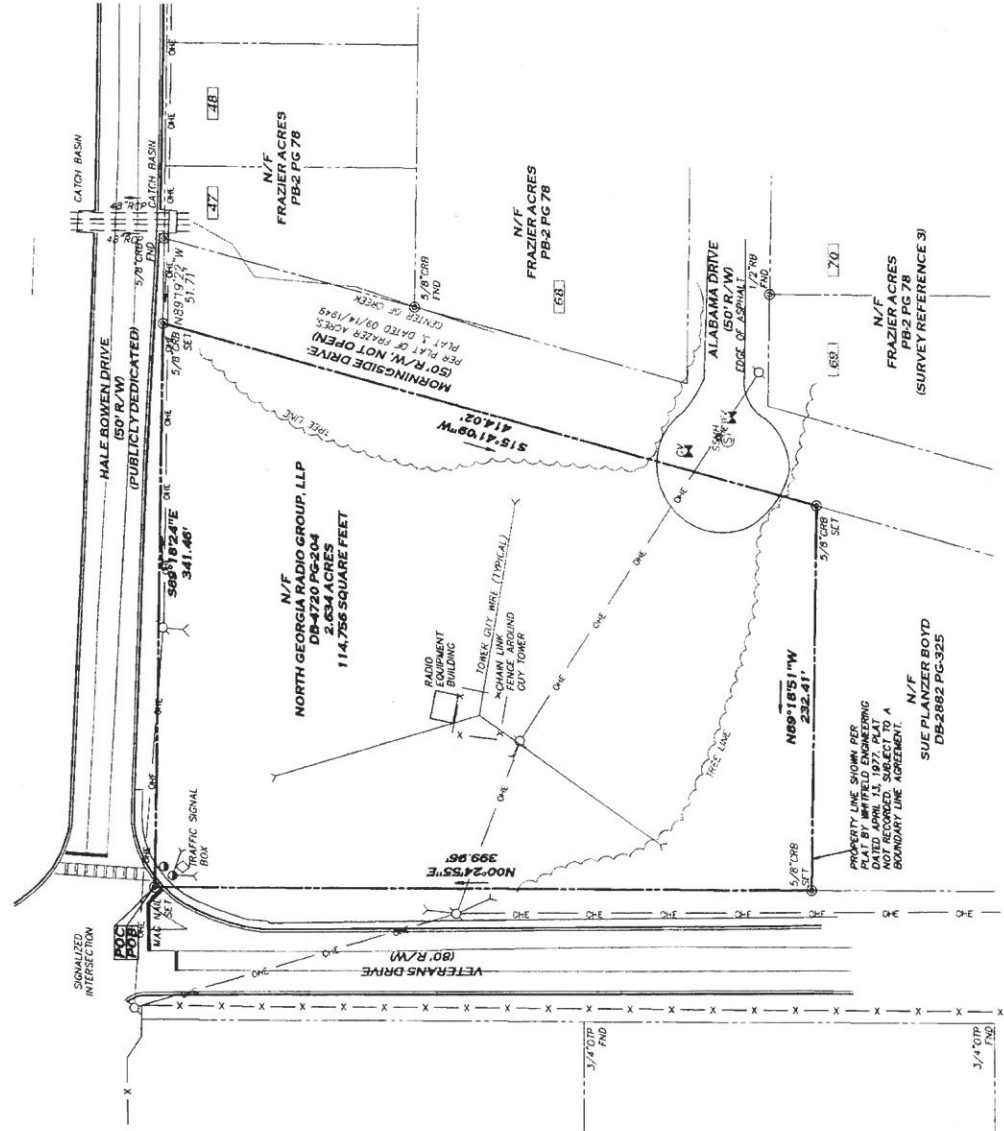


VICINITY MAP
SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED 12/07/2021.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 48,731" WITH AN ANGULAR ERROR OF 0.3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A TOPCON 3008LW TOTAL STATION, TOPCON HIAPER SR GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 287,233".
- 5) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIAPER SR GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK (RTN) OPERATED BY THE NATIONAL SURVEYING AND MAPPING AUTHORITY (NSAM) OF THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3. NATIONAL STANDARD FOR GEOSPATIAL DATA ACCURACY (NSGDA) IS APPLICABLE TO THIS SURVEY. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE NATIONAL STANDARD FOR HORIZONTAL AND VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 6) NO EFFORT TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES WAS MADE. THE EXISTENCE OF UNDERGROUND UTILITIES IS NOT GUARANTEED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 7) NO OBSERVED EVIDENCE OF EMBANKMENTS, GRAVESITES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

Lowery & Associates
LAND SURVEYING, LLC
317 CRASSDALE ROAD
CARTERSVILLE, GA 30121
TEL: 770-429-1111
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-00102

BOUNDARY SURVEY OF: FRAZIER ACRES PLAT 3 LOTS 47, 48, 49, 50, 51, 52, AND 54 PREPARED FOR: BRIAN SPENCE	
DATE: DECEMBER 16, 2021	SCALE: 1"=50'
STATE: GEORGIA	COUNTY: WHITFIELD
LAND LOT: T19	DISTRICT: 12TH SECTION: 3RD
JOB #: 171722	DRAWN BY: J.T.HREAD/GBLL



SURVEY REFERENCES

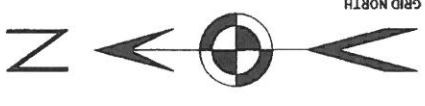
- 1) FRAZIER ACRES SUBDIVISION PLAT 3 IN PLAT BOOK 2, PAGE 78, WHITFIELD COUNTY RECORDS.
- 2) SURVEY OF AN UNNUMBERED TRACT IN FRAZIER ACRES SUBDIVISION PREPARED BY WHITFIELD ENGINEERING CO. DATED 13 APR. 77 (UNRECORDED)
- 3) PLAT FOR JANELLE FERGLSON PREPARED BY BARKUM - DELOACH & ASSOC. DATED FEBRUARY 6, 2007 (UNRECORDED)

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACED OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OF LAND. THE SURVEYOR HAS REVIEWED THE RECORDS, BOOKS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OF RECORDATIONS, OR SUBPARCEL DESIGNATION USE, OR SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS ESTABLISHED BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

MITCHELL LOWERY (Seal)
REGISTERED PROFESSIONAL SURVEYOR
NO. 1100
EXPIRES 12/31/2024

FOR OFFICIAL USE ONLY



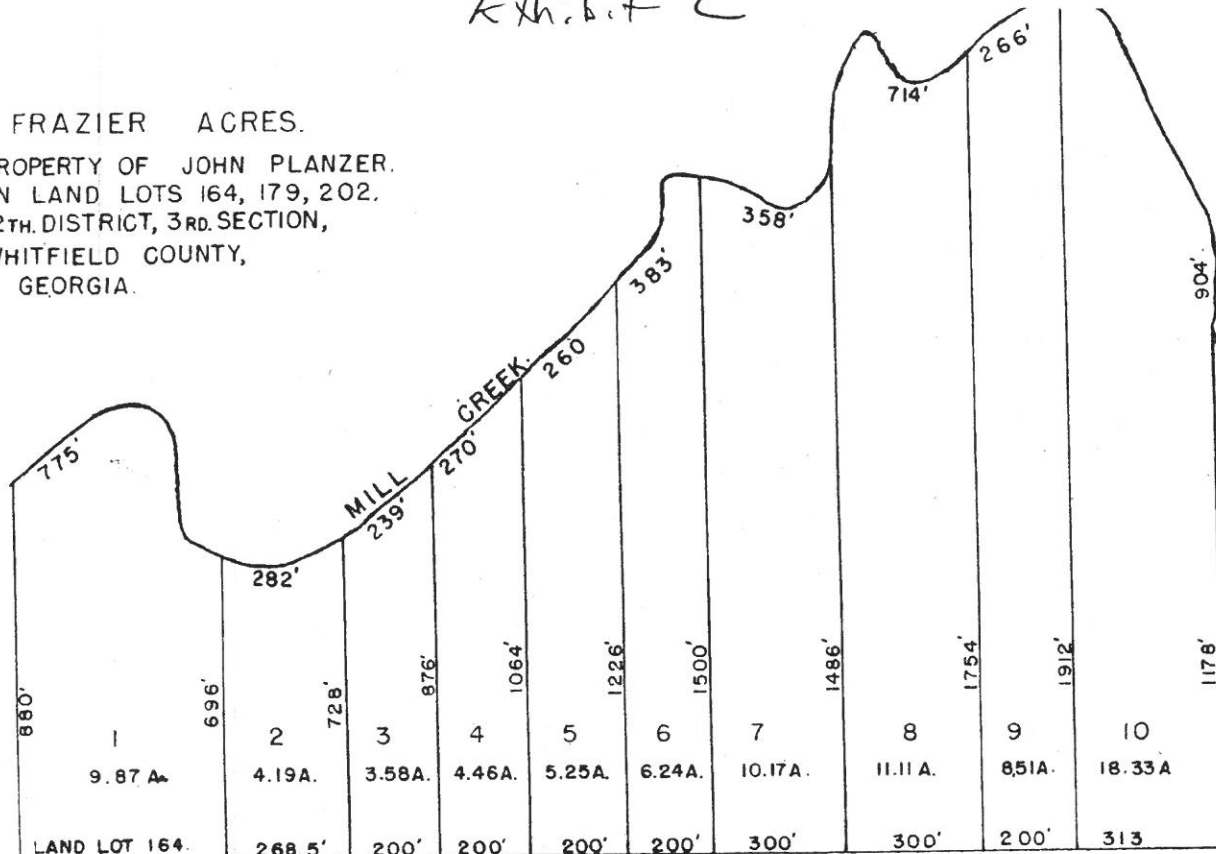
GRAPHIC SCALE
0 50' 100'
1 Inch = 50 Feet

GRID NORTH
GA. WEST
(SURVEY NOTES 5)

SHEET: 1 OF 1

Exhibit C

FRAZIER ACRES.
 PROPERTY OF JOHN PLANZER.
 IN LAND LOTS 164, 179, 202.
 12TH. DISTRICT, 3RD. SECTION,
 WHITFIELD COUNTY,
 GEORGIA.



LAND LOT 164.
452'

N. W. CORNER
LAND LOT 179.

MORNING SIDE DRIVE. 40'

DRIVE. 40'

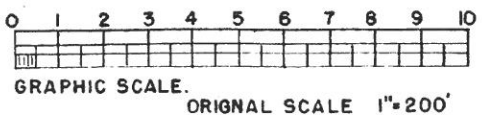
LAND LOT 179.

(FRAZIER ACRES. PLAT 3.)

MORNING
SIDE DRIVE.

FIELDS
AVENUE.

POWER LINE DRIVE.
(FRAZER.)



11	667'	1.53A
12	664'	1.53A.
13	682.5'	1.52A.
14	661'	1.52A.
15	659.5'	1.52A.
16	658'	1.51A.
17	656.5'	1.51A.
18	655'	1.51A.
19	653.5'	1.50A.
20	652'	1.50A.
21	650.5'	1.50A.
22	648'	1.49A.
23	647.5'	1.49A.
24	646'	1.49A.
25	644.5'	1.48A.
26	643'	1.48A.
27	641.5'	1.48A.
28	640'	1.47A.
29	638.5'	1.47A.
30	637'	1.46A.
31	635.5'	1.46A.
32	634'	1.45A.
33	632'	1.45A.
34	630'	1.44A.

SEPTEMBER 4, 1945.
R. E. Smith
 DALTON, GEORGIA.
 REGISTERED,
 SURVEYOR 262,
 CIVIL ENGINEER 725.

PLAT BOOK I.
PAGE 268.

CITY ADMINISTRATOR

P. ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov



MAYOR

DAVID PENNINGTON


CITY COUNCIL

DENNIS MOCK
ANNALEE HARLAN
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Chad Townsend, Public Works Director
Cliff Cason, Police Chief
Todd Pangle, Fire Chief
Terry Miller, City Attorney
Tom Bundros, Dalton Utilities

CC: Andrew Parker, City Administrator

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
An Unopened Portion of Morningside Drive

DATE: February 28, 2022

Enclosed for your consideration is a street closing/quit claim request from BMT Circle, LLC for an unopened portion of Morningside Drive which lies on the east side of property owned by the petitioner. Please review the documents and return written comments stating approval/disapproval to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning March 4, 2022. A first reading on the closing request will be held at the March 21, 2022 Mayor and Council meeting followed by a second reading on April 4, 2022. Thank you for your assistance in this process and please email or call me should you have any questions.



February 28, 2022

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

**RE: Street Closing/Quit Claim Request
Unopened portion of Morningside Drive**

Dear Mayor Pennington:

As requested in your February 28, 2022, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for an unopened portion of Morningside Drive. The following paragraphs will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains natural gas, water, sewer and telecommunications services along this unopened portion of Morningside Drive. These utility lines must remain in place in order to maintain the level of service currently needed by utility customers. Therefore, it is imperative that we are provided with a permanent access and utility easement for future maintenance and/or replacement of this critical infrastructure. **It is also important to note that no permanent structure may be constructed above any of the below ground utility lines (natural gas, water and sewer).**

Fiber Optic: Fiber optic infrastructure is currently above ground type construction along this unopened portion of Morningside Drive. We understand that the potential future development of this property might require relocation of a portion of these lines and those costs will be passed along to the developer as per normal procedures. Our approval of this closure is contingent upon a permanent easement for this utility infrastructure.

Natural Gas: The existing natural gas line that runs along this unopened street must remain in service as it loops major supply feeds to the surrounding area(s). Our approval of this closure is contingent upon a permanent easement for this utility infrastructure.

Water and Sewer: Both of these utility lines will remain in place along the unopened section of Morningside Drive, provided that an easement is allowed for future maintenance and replacement of these lines as necessary. These lines are critical to maintain utility service to customers in the surrounding area(s).

In summary, our approval of the road closure is contingent upon the retention of a permanent access and utility easement for all noted utility lines as indicated previously. It would be prudent of the potential landowner to familiarize himself with the location of these utility lines and the impact that his development plans could have on these utilities. 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 cursive script that reads "Mark Buckner".

Mark Buckner

Cc: Tom Bundros



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
Truman Whitfield
Anthony Walker
Alex Brown

To: Kimberley Witherow

March 1, 2022

Re: Street Closing/Quit Claim Request
An Unopened Portion of Morningside Drive

Greetings,

My staff and I have reviewed the request and Dalton Fire Department has no objections to the request for the closing of the unopened portion of Morningside Dr. outlined in the request. It should be noted that any future development of the afore mentioned property/area will require the installation of a hydrant or hydrants. Currently due to the fact no development exists in the immediate area, no hydrants are located in the area. The placement as well as the number of hydrants would be determined at the time a site plan is submitted.

Thank You,

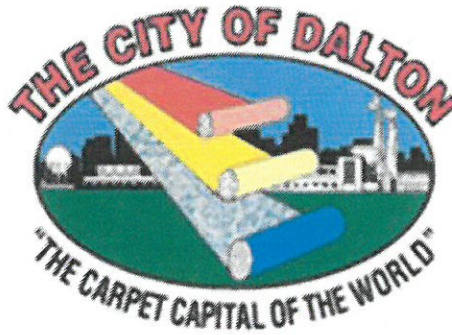
A handwritten signature in black ink that reads "Todd Pangle". The signature is written in a cursive style with a large, looping initial "T".

Todd Pangle
Fire Chief

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: KIMBERLEY WITHEROW

CC: ANDREW PARKER, CITY ADMINISTRATOR

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

**RE: STREET CLOSING/QUIT CLAIM REQUEST
AN UNOPENED PORTION OF MORNINGSIDE DRIVE**

DATE: FEBRUARY 28, 2022

Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Morningside Drive as described in the exhibits.

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



Public Safety Commission
Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield

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

Date: March 17, 2022
To: Chief Cliff Cason
From: Lieutenant Matthew Locke
RE: Street Closing/Quit Claim Request

Chief Cason,

I have reviewed the Street Closing/Quit Claim Request from Morningside Drive on an unopened parcel. 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



ADMINISTRATION

P.O. Box 1205 Dalton, GA 30722-1205
Phone: 706-278-9500 Fax: 706-278-8245

TO: VANESSA LOVE - DAILY CITIZEN NEWS LEGAL AD DEPARTMENT
FROM: KIMBERLEY WITHEROW
DATE: FEBRUARY 28, 2022

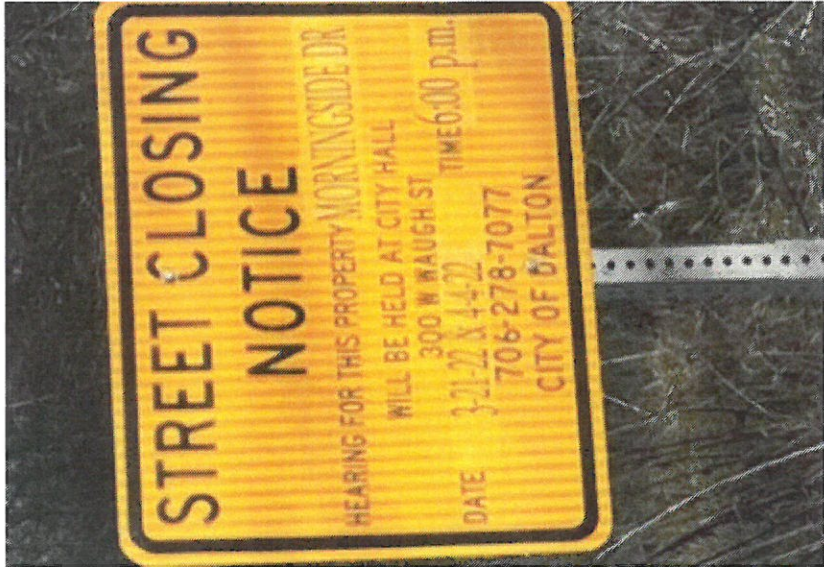
PUBLIC NOTICE

Notice is hereby given that the Mayor and Council of the City of Dalton will consider the vacating and abandonment of its interest, if any, to an unopened portion of Morningside Drive, and being the westernmost half of that strip shown on plat of Frazier Acres dated September 4, 1945, which runs in a southwesterly direction from the south line shown as Morning Side Drive and is now known as Hale Bowen Drive. All persons having any objections to the vacating and abandonment of said property are hereby notified to be present and make known such objections at the Mayor and Council Meetings to be held on March 21, 2022 and April 2, 2022 at 6:00 p.m. at Dalton City Hall, 300 W. Waugh St., Dalton, GA.

DATES AD TO RUN IN PAPER:

Friday, March 4, 2022

Friday, March 11, 2022





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/04/22
Agenda Item: Second Reading - Ordinance 22-06
Department: Administration
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:

Second Reading - Ordinance 22-06 - An Ordinance Of The City Of Dalton To Amend Chapter 22 Captioned "Buildings And Building Regulations" Providing For Delegation Of Powers And Authority For the Administration And Enforcement Of The Provisions Of Chapter 22 And The Powers Of "Building Inspector" Under Section 5-23 Of The Charter (Ga. L. 1908, P. 579, Section 8) And Sections 22-501 et. seq. Of The Revised Code Of 2001, As Amended; To Establish An Effective Date; To Provide For Severance; To Repeal Conflicting Local Laws; And For Other Purposes.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-06

An Ordinance Of The City Of Dalton To Amend Chapter 22 Captioned “Buildings And Building Regulations” Providing For Delegation Of Powers And Authority For the Administration And Enforcement Of The Provisions Of Chapter 22 And The Powers Of “Building Inspector” Under Section 5-23 Of The Charter (Ga. L. 1908, P. 579, Section 8) And Sections 22-501 et. seq. Of The Revised Code Of 2001, As Amended; To Establish An Effective Date; To Provide For Severance; To Repeal Conflicting Local Laws; And For Other Purposes

WHEREAS, the City of Dalton has by Charter provided for the office of Building Inspector (Ga. L. 1908, P. 579, Section) with the requisite powers and duties therein set out; and

WHEREAS, pursuant to O. C. G. A. § 8-2-25 the City of Dalton has acted to adopt and enforce the state minimum standard codes enumerated in subdivisions 9 (B) (i) (I) through 9 (B) (i) (VIII) of O. C. G. A. § 8-2-20 and O. C. G. A. § 8-2-26 and has set forth such provisions in Chapter 22 Captioned “Buildings And Building Regulations” of the Revised Code of 2001, as amended; and

WHEREAS, the Mayor and Council find that the need for code enforcement requires delegation of the powers and authorities of “Building Inspector” or “Building Official” to the City’s office of City Administrator and the designees of that office to be titled “Code Enforcement Inspector” as well as the City of Dalton Fire Chief and his designees;

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

-1-

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

-2-

Article I captioned "In General" of Chapter 22 captioned "Buildings And Building Regulations" of the Revised Code of 2001, as amended, is hereby amended as follows:

Strike Section 22-3 captioned "Delegation" (Ord. No. 12-03, § 1, 6-4-2012) in its entirety and insert in lieu thereof the following:

"Sec. 22-3 Delegation.

The City's Office of City Administrator shall serve as the agency for codes enforcement exercising those aspects of the powers, duties, and authorities of the "Building Inspector" of "Building Official" as may be referenced in the state minimum codes adopted by the City or in the City's Charter, or in Chapter 22 of the Revised Code of 2001, as amended. The City Administrator shall designate on or more persons as "Code Enforcement Inspector" to have and exercise all of the powers, duties, and authorities provided the City of Dalton for enforcement of the state minimum standard codes as well as all non-criminal ordinance violations within the City of Dalton covered by Section 1.7 of the Revised Code of 2001, as amended. Further, the City of Dalton Fire Chief and his designee as well as the City of Dalton Police Department and any of its certified peace officers shall be authorized to enforce or assist in the enforcement of the provisions of Chapter 22 of the Revised Code of 2001, as amended, however, such activities shall be coordinated with the designated Code Enforcement Inspector."

-3-

This Ordinance shall be effective after five (5) days of its enactment by the Mayor and Council and its publication at two public places within the City of Dalton, the public health, safety, and welfare requiring it.

-4-

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

ADOPTED and APPROVED this _____ day of _____, 2022, at a 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.

CITY OF DALTON, GEORGIA

Mayor

Attest:

City Clerk

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the _____ day of _____, 2022.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/04/2022
Agenda Item: (2) New 2022 Alcohol Applications
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

(2) 2022 New Alcohol Applications recommendations by the Public Safety Commission at the March 22nd meeting.

2022 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY MARCH 22, 2022

M&C MONDAY APRIL 4, 2022

(2) 2022 ALCOHOL APPLICATIONS

1. Business Owner: Antojos Cocina y Cantina, LLC
d/b/a: Antojos Cocina y Cantina
Applicant: Karina Silva Perez
Business Address: 116 W. King St
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)
Disposition: **New**

2. Business Owner: W K McKinney, LLC
d/b/a: Baja Coop
Applicant: John McKinney
Business Address: 222 N. Hamilton St.
License Type: Pouring Beer, Pouring Wine (Restaurant)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: April 4, 2022

Agenda Item: HVAC Maint. Renewal for Old Post Office Building

Department: HR

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Original agreement was reviewed - this is simply a renewal

Cost: \$3,972.00

Funding Source if Not in Budget

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

Renewal of HVAC preventative maintenance agreement with EMCOR for old post office on Hamilton Street



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

March 21, 2022

City of Dalton – Chamber of Commerce
Attn: Greg Batts
100 South Hamilton Street
Dalton, GA 30720

Re: HVAC Service Agreement Renewal / Agreement #11000224

Dear Greg:

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

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

Given current economic conditions, we will need to apply a small Cost of Living increase to continue to provide you with the top service you deserve. The adjusted service agreement price will change from \$945.00 per quarter to \$993.00 per quarter effective May 1, 2022.

We would like to thank you for your business and continued partnership with EMCOR Services Aircond. Please acknowledge your acceptance below and return to me at your earliest convenience. Let me know if there is anything else I can do for you.

Sincerely,

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

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/04/22
Agenda Item: Resolution 22-02 Ethics in Government
Department: Administration
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 22-02 Pertaining to Ethics in Government

Re-certification is required by GMA every 4 years to continue participation in the program by adopting the 5 ethics principles as outlined below:

- (1) Serve others, not ourselves
- (2) Use resources with efficiency and economy
- (3) Treat all people fairly
- (4) Use the power of our position for the well-being of our constituents
- (5) Create an environment of honesty, openness and integrity

RESOLUTION 22-02

Resolution Pertaining To Ethics In Government

WHEREAS, the City of Dalton is a Georgia Certified City of Ethics; and

WHEREAS, the Certified City of Ethics program established by the Georgia Municipal Association requires periodic recertification of ethical standards by qualified cities; and

WHEREAS, the Mayor and Council desire to recertify the City as a Certified City of Ethics; and

WHEREAS, part of the recertification process requires the Mayor and Council to subscribe again to the ethics principles approved by the Georgia Municipal Association Board.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, that as a group and as individuals and as representatives of the general government of the City, we do and will subscribe to the following five ethics principles and pledge to conduct the affairs of the City of Dalton accordingly:

- (1) Serve others, not ourselves
- (2) Use resources with efficiency and economy
- (3) Treat all people fairly
- (4) Use the power of our position for the well-being of our constituents
- (5) Create an environment of honesty, openness and integrity

SO RESOLVED this ___ day of _____, 2022.

CITY OF DALTON, GEORGIA

David Pennington, Mayor

Dennis Mock, Councilmember

Annalee Harlan, Councilmember

Tyree Goodlett, Councilmember

Steve Farrow, Councilmember



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	04/04/2022
Agenda Item:	Change Order Request - SP 210 Heritage Point Soccer Complex Project - NWGP Inc.
Department:	Public Works
Requested By:	Chad Townsend
Reviewed/Approved by City Attorney?	Yes
Cost:	\$32,959.68
Funding Source if Not in Budget	2020 SPLOST - SP 210 HP Soccer Complex Project Account

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

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to expedite the acquisition of RCP at an additional cost to reduce impacts towards delaying the completion time for the SP 210 Heritage Point Soccer Complex Project at a lump sum cost of \$6,130.00.

Request for additional cost of turndown sidewalk total nail face of 6" thick as per Advanced Sports Group Request along the field edge to secure the turf to sidewalk face at a lump sum cost of \$26,829.68.

Request for time extension of the scheduled completion date due to material acquisition delays totaling an additional 2 months or 62 calendar days from original scheduled completion date of July 2nd, 2022.

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: City of Dalton
Job Location: 21-2060 Northeast Community Complex Soccer Fields
Proposal Dated: 3-28-22
Company:
Contact: Mr. Chad Townsend
Cell:
Office: 706-277-7254
Email: ctownsend@cityofdalton-ga.gov

Proposal

Description
Subtotal Description

Request for Additional cost on RCP vs Waiting on Ordered Pipe because of material delays
Cost on 96 lf of 36" RCP Material Total Request \$6,130.00

Request for Additonal Cost of turndown sidewalk total nail face of 6" thick as per Advanced Sports Group Request along the field edge to secure the turf to sidewalk face. Total Request \$26,829.68

Request for Time Request Due to Material Delays Total Request 2 Months

Proposal Certification

NOTES:

- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: Bryan S Roberts
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/7/2022

Agenda Item: Contract with GDOT to receive \$737K grant for Dalton Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$30,849.05

Funding Source if Not in Budget General Fund

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

Contract with GDOT to receive federal/state grant monies in the amount of \$737,274.36 for land and easement acquisition, replacement of the Automated Weather Observation System (AWOS), and professional services to update to the airport's DBE plan. The total local match for this bundle of grants is \$63,349.05. Within this bundle, the Mayor and Council has already approved the local match funds for AWOS replacement in the amount of \$32,500. Requesting approval of the remaining local match requirement of \$30,849.05 and contract execution.

Revised November 10, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP022-9052-43(313)
PID - T007542

WHITFIELD

LIMITED PARTICIPATION

STATE OF GEORGIA
FULTON COUNTY

** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF DALTON (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS AT THE DALTON MUNICIPAL AIRPORT IN DALTON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T007542/AP022-9052-43(313) WHITFIELD, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in Attachment A, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated June 26, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is EIGHT HUNDRED THOUSAND SIX HUNDRED TWENTY-THREE and 40/100 Dollars (\$800,623.40). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is attached hereto and incorporated as if fully set forth herein.

The Maximum amount that the Department shall be obligated to pay is SEVEN HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-FOUR and 36/100 Dollars (\$737,274.36).

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

In addition, the following paragraphs shall apply:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of EIGHTY-THREE THOUSAND ONE HUNDRED and 00/100 Dollars (\$83,100.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of SIX HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED SEVENTY-FOUR and 36/100 Dollars (\$654,174.36) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR's local share of the project is in the amount of SIXTY-THREE THOUSAND THREE HUNDRED FORTY-NINE and 04/100 Dollars (\$63,349.04).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in Attachment A, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated June 26, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to

save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

is self-insured and all claims against SPONSOR will be handled through _____

OR

shall obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia

Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until APRIL 30, 2024, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for

payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceability in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceability provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

CITY OF DALTON:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

CITY OF DALTON

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP022-9052-43(313) Whitfield
PID-T007542**

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
Land Acquisition; DBE Update												
Part 1 Federal Funds FY18A and FY20A - SBGP-022-2018 & SBGP-030-2020								22142		22153		01217
1	FAA	Project Formulation	LS	1519	\$1.00	\$1,519.00	90%	\$1,367.10	10%	\$151.90	0%	\$0.00
2	FAA	Survey Work (Parcels 64 & 67)	LS	17092	\$1.00	\$17,092.00	90%	\$15,382.80	10%	\$1,709.20	0%	\$0.00
3	FAA	Environmental Services (Parcels 64 & 67)	LS	5171	\$1.00	\$5,171.00	90%	\$4,653.90	10%	\$517.10	0%	\$0.00
4	FAA	Appraisals (Parcels 64 & 67)	LS	8415	\$1.00	\$8,415.00	90%	\$7,573.50	10%	\$841.50	0%	\$0.00
5	FAA	Land Acquisition: Negotiations & Documentation (Parcels 64 & 67)	LS	10245	\$1.00	\$10,245.00	90%	\$9,220.50	10%	\$1,024.50	0%	\$0.00
6	FAA	Exhibit A Update	LS	627	\$1.00	\$627.00	90%	\$564.30	10%	\$62.70	0%	\$0.00
7a	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	123597.5	\$1.00	\$123,597.50	90%	\$111,237.75	10%	\$12,359.75	0%	\$0.00
Total Part 1 Federal Funds FY18A and FY20A						\$166,666.50		\$149,999.85		\$16,666.65		\$0.00
Part 2 Federal Funds FY18A and FY21 - SBGP-022-2018 & SBGP-038-2021								22142		22160		
7b	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	25634.46	\$1.00	\$25,634.46	90%	\$23,071.01	10%	\$2,563.45	0%	\$0.00
7c	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	213470.35	\$1.00	\$213,470.35	90%	\$192,123.32	0%	\$0.00	0%	\$0.00
Total Part 2 Federal Funds FY18A and FY21						\$239,104.81		\$215,194.33		\$2,563.45		\$0.00
Part 3 Federal Funds FY20A and FY21 - SBGP-030-2020 & SBGP-038-2021								22153		22160		
7d	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	141032	\$1.00	\$141,032.00	90%	\$126,928.80	10%	\$14,103.20	0%	\$0.00
7e	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	25634.67	\$1.00	\$25,634.67	90%	\$23,071.20	0%	\$0.00	0%	\$0.00
Total Part 3 Federal Funds FY20A and FY21						\$166,666.67		\$150,000.00		\$14,103.20		\$0.00
Part 4 Federal Funds FY21 - SBGP-038-2021								22160				
7f	FAA	Acquisition Cost Parcel 64 Fee Simple Purchase	LS	52124.42	\$1.00	\$52,124.42	90%	\$46,911.98	0%	\$0.00	0%	\$0.00
8	FAA	Acquisition Cost Parcel 67 Avigation Easement Purchase	LS	52400	\$1.00	\$52,400.00	90%	\$47,160.00	0%	\$0.00	0%	\$0.00
9	FAA	DBE Update FY21-23	LS	12861	\$1.00	\$12,861.00	90%	\$11,574.90	0%	\$0.00	0%	\$0.00
Total Part 4 Federal Funds FY21						\$117,385.42		\$105,646.88		\$0.00		\$0.00
Install AWOS												
Part 5 State Funds FY22												
10	FAA	Airport Weather Advisor AWA-30PT System	EA	107880	\$1.00	\$107,880.00	0%	\$0.00	0%	\$0.00	75%	\$80,910.00
11	FAA	NADIN Annual Service (1st year only)	EA	920	\$1.00	\$920.00	0%	\$0.00	0%	\$0.00	75%	\$690.00
12	FAA	Shipping and Freight	EA	2000	\$1.00	\$2,000.00	0%	\$0.00	0%	\$0.00	75%	\$1,500.00
Total Part 5 State Funds FY22						\$110,800.00		\$0.00		\$0.00		\$83,100.00
Total Project Cost						\$800,623.40		\$620,841.06		\$33,333.30		\$83,100.00

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP022-9052-43(313) Whitfield
PID-T007542**

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
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<u>Federal Grant # and FAIN</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
3-13-SBGP-022-2018	6/13/2018	\$365,194.18	22142	AVIA
3-13-SBGP-030-2020	7/27/2020	\$150,000.00	22153	AVIA
3-13-SBGP-030-2020	7/27/2020	\$16,666.65	22153	AVCA
3-13-SBGP-038-2021	7/8/2021	\$105,646.88	22160	AVIA
3-13-SBGP-038-2021	7/8/2021	\$16,666.65	22160	AVCA
FY22 STATE	N/A	<u>\$83,100.00</u>	01217	AVIA
Total Maximum Obligation of Federal and State Funds this Contract:		\$737,274.36		

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722-1205, and it is also certified that:

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

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

Date

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Dalton
Solicitation/Contract No./ Call No. or Project Description:	T007542/AP022-9052-43(313) Whitfield Acquire Land/Easement Rwy 32 RPZ; DBE Update FY21-23; Replace AWOS at the Dalton Municipal Airport in Dalton, GA

CONTRACTOR AFFIDAVIT

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

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

46948
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/10/2007
Date of Authorization

City of Dalton
Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

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

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

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

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

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

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

Signature: _____

Name: _____

Position: _____

Company: City of Dalton _____

ATTACHMENT A

Department of Transportation
State of Georgia

MARCH 18, 2022

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007542/AP022-9052-43(313) WHITFIELD
ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS AT THE DALTON
MUNICIPAL AIRPORT IN DALTON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/7/2022

Agenda Item: Contract with Thrive Outdoor, Inc. for grading services at the Dalton Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$18,017.00

Funding Source if Not in Budget General Fund

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

In 2021, the Mayor and Council funded the engineering plan for grading a roughly half-an-acre area for the purpose of new hangar construction. The grading plan was completed in February 2022 by Croy Engineering. The Airport Authority is requesting that we move forward with the grading work, per the engineering plan. I have received three quotes for the work and the lowest was Thrive Outdoor, Inc. at \$18,017. Additionally, I have earmarked newly announced FY23 Bipartisan Infrastructure Law (BIL) funds for 95% reimbursement of this project expense.

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2022, between the City of Dalton, Georgia, a municipal corporation (“City”), with a principal place of business at 300 W. Waugh St., Dalton, Georgia 30720 and Thrive Outdoor, Inc. (“Contractor”), with a principal place of business at 2204 Airport Rd Fort Payne, AL 35968.

1. Term. This agreement will become effective on the date stated above and will continue in effect until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.
2. Services.
 - a. Contractor agrees to perform grading and erosion control services as specified in the Hangar Site Development Plan (the “Site Plan”) developed by Croy Engineering under project number 2106.003 attached hereto as EXHIBIT A and specified in the “Scope of Work” in project proposal (the “Proposal”) for “Job Number: 24735” and attached hereto as EXHIBIT B.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor’s own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services. Contractor’s relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor as provided in EXHIBIT B, attached hereto and incorporated herein.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time, set forth in the Proposal, to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor’s sole discretion, sees fit.
 - b. Contractor agrees that any services described in this Agreement that must be performed on City’s premises will be performed during Contractor’s chosen time.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor’s employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.
5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor’s duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until the services provided for have been fully and completely performed.
- c. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- d. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

Executed at Dalton, Georgia on the date first written above.

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By: _____.

By: _____.

Print Name: _____.

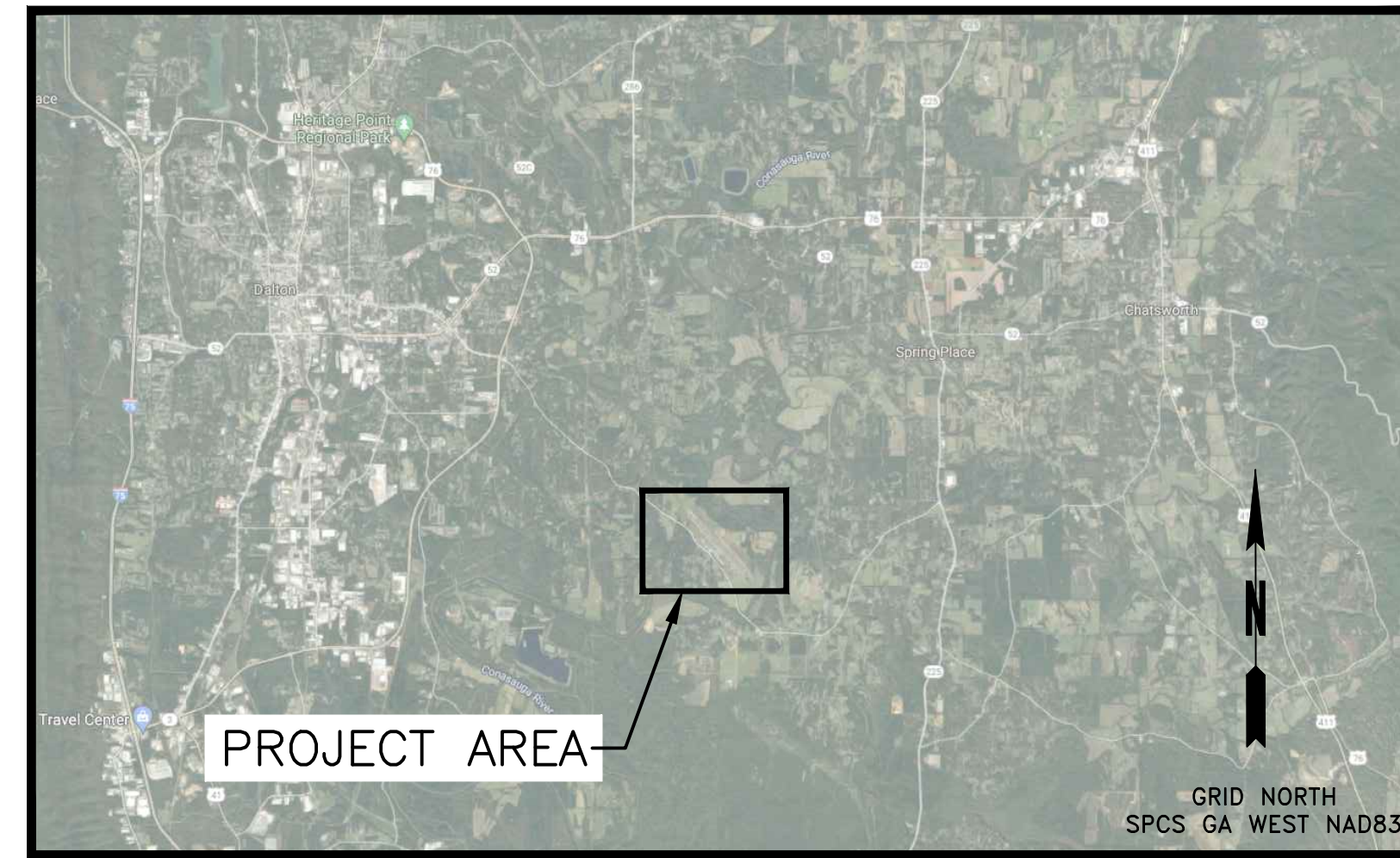
Print Name: _____.

Title: Mayor _____.

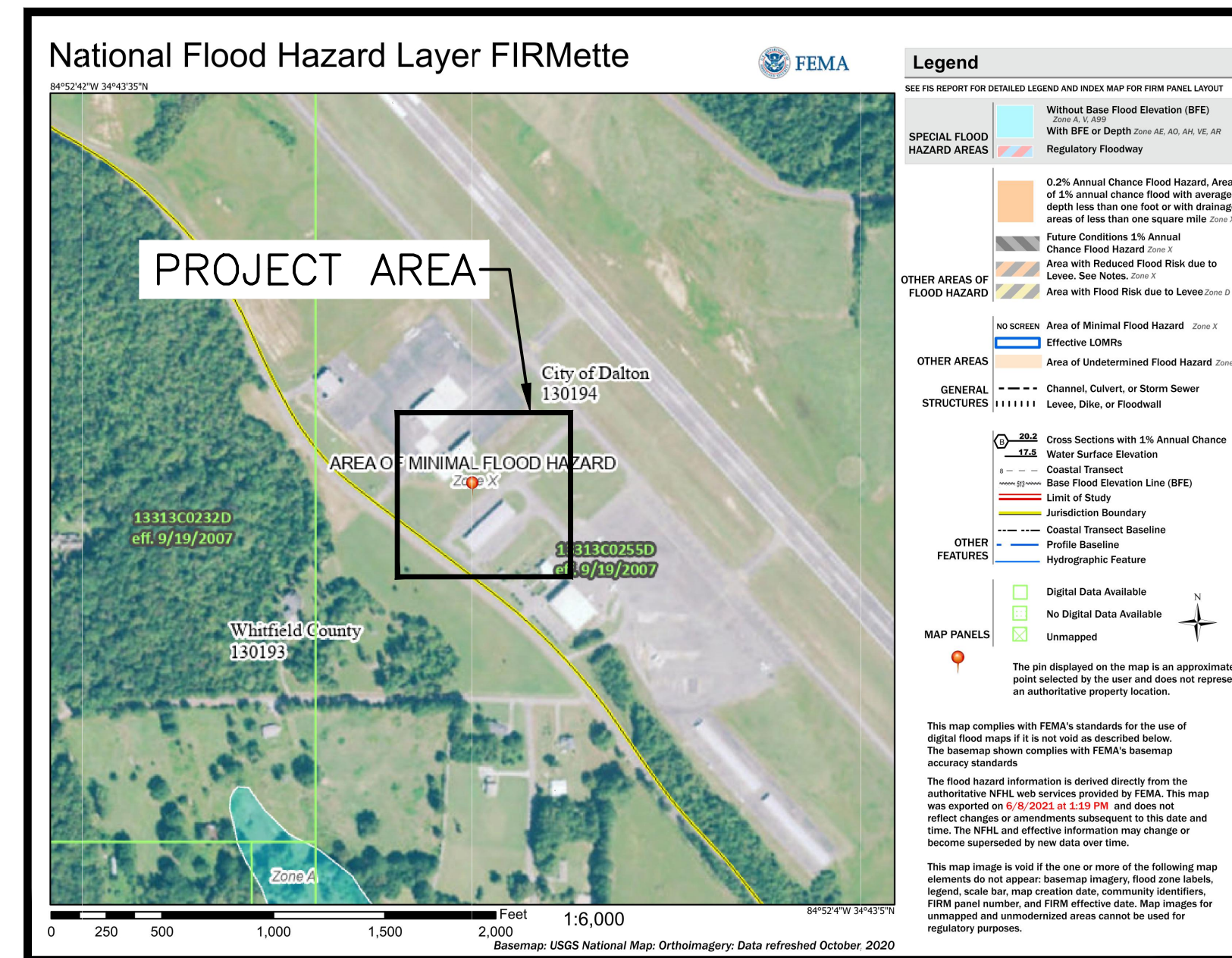
Title: _____.

GENERAL NOTES

1. THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO AND CONCURRENT WITH LAND DISTURBING ACTIVITIES.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES.
3. ALL MATERIALS AND CONSTRUCTION METHODS TO BE IN ACCORDANCE WITH CITY OF DALTON STANDARDS AND THE GEORGIA DEPARTMENT OF TRANSPORTATION, AS APPLICABLE.
4. DEVIATION FROM THESE PLANS AND SPECIFICATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
5. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS AND LIAISON WITH UTILITY COMPANIES IN THE PROCESS OF LOCATING, RELOCATION AND TIE-IN TO PUBLIC UTILITIES. ALSO, CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL INSPECTORS, INCLUDING COUNTY AND CITY INSPECTORS PRIOR TO BEGINNING SITE CONSTRUCTION.
6. THERE MAY BE ADDITIONAL UTILITIES THAN THOSE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR LOCATIONS SHOWN AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS AND NECESSARY INVERTS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE DEPARTMENT OF THE UTILITY COMPANIES. THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATIONS AND LIAISON WITH UTILITY COMPANIES IN THE PROCESS OF LOCATING, RELOCATING AND TIE-IN TO THE PUBLIC UTILITIES.
7. IF CONTRACTOR DAMAGES ANY EXISTING UTILITIES DURING CONSTRUCTION, THEY SHALL, AT THEIR OWN EXPENSE, REPLACE OR REPAIR THE UTILITIES TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE ENGINEER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY.
8. LAND DISTURBANCE PERMIT TO BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION.
9. STUMPS AND CONSTRUCTION DEBRIS SHALL BE DEPOSITED IN A PROPERLY PERMITTED LANDFILL.
10. ALL APPROPRIATE SITE WORK SHALL CONFORM TO ADA STANDARDS.



**LOCATION MAP
NTS**



FEMA STATEMENT

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13313C0255D AND THE DATE OF SAID MAP IS SEPTEMBER 19, 2007.

REQUIRED ENGINEER'S INSPECTION

AS PER THE GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION, NPDES GENERAL PERMITS FOR CONSTRUCTION ACTIVITY GARI00001, GARI00002, & GARI00003; PART IV, A, 7 REQUIRES THE EROSION CONTROL PLAN DESIGN PROFESSIONAL TO MAKE A SITE INSPECTION, FOR STAND ALONE PROJECTS THAT BEGIN CONSTRUCTION ACTIVITY AFTER THE EFFECTIVE DATE OF THIS PERMIT, THE PRIMARY PERMITEE MUST RETAIN THE DESIGN PROFESSIONAL WHO PREPARED THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN, EXCEPT WHEN THE PRIMARY PERMITEE HAS REQUESTED IN WRITING AND EPD HAS AGREED TO AN ALTERNATE DESIGN PROFESSIONAL, TO INSPECT THE INSTALLATION OF THE CONTROL MEASURES (BMP'S) WHICH THE DESIGN PROFESSIONAL DESIGNED WITHIN SEVEN (7) DAYS AFTER THE INITIAL CONSTRUCTION ACTIVITIES COMMENCE. FOR CONSTRUCTION ACTIVITIES WHERE CONSTRUCTION BEGAN ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THE INSPECTION IS TO OCCUR WITHIN SEVEN (7) DAYS AFTER THE PLAN HAS BEEN IMPLEMENTED. THE DESIGN PROFESSIONAL SHALL DETERMINE IF THESE BMP'S HAVE BEEN INSTALLED AND ARE BEING MAINTAINED AS DESIGNED. THE DESIGN PROFESSIONAL SHALL REPORT THE RESULTS OF THE INSPECTION TO THE PRIMARY PERMITEE WITHIN SEVEN (7) DAYS AND THE PERMITEE MUST CORRECT ALL DEFICIENCIES WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF THE INSPECTION REPORT FROM THE DESIGN PROFESSIONAL UNLESS WEATHER RELATED SITE CONDITIONS ARE SUCH THAT ADDITIONAL TIME IS REQUIRED.



OWNER/DEVELOPER:
CITY OF DALTON
300 W WAUGH ST
DALTON, GA 30720
TEL: 706-278-9500

24 HOUR CONTACT:
ANDREW WIERSMAN
TEL: (706) 913-7423

DALTON MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT

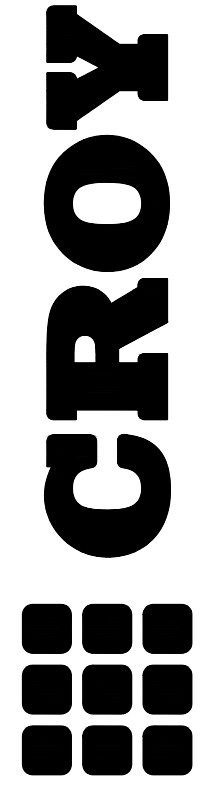
PARCEL NUMBER 09-322-01-000
ZONED GA

ADDRESS: 4485 AIRPORT RD SE,
DALTON, GA 30721

WHITFIELD COUNTY, GA

TOTAL AREA: 354 ACRES
DISTURBED AREA: 0.57 ACRES

OWNER:
NAME: CITY OF DALTON
ADDRESS: 300 W WAUGH ST
DALTON, GA 30720
PHONE: 706-278-9500



200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC. ANY USE THEREOF IS TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

Plot Style: Design.dwg, Plotted By: Uliva Guajardo on 2/28/2022, 1:51 PM

DALTON MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT
LAND LOT(S) 322 & 323
OF THE 09 DISTRICT, 01 SECTION
CITY OF DALTON, WHITFIELD COUNTY, GA

NO.	REVISION REFERENCE	DATE

SEAL

GSWCC CERT #14353

SHEET TITLE
COVER SHEET

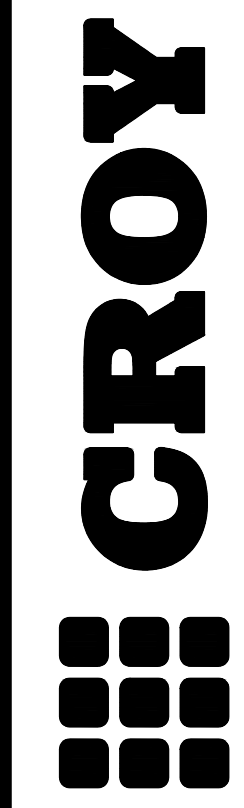
DRAWN BY ZRS	CHECKED BY KAK
SCALE AS SHOWN	ISSUE DATE 06/12/21
PROJECT NUMBER 2106.003	
DRAWING NUMBER C-000	
SHEET 01 of 04	

Drawing Location: P:\Marietta\2106 Dalton Municipal Airport\2106.003 Hangar Site Development\Engineering\Design\2106.003_Design.dwg

NOT ISSUED FOR CONSTRUCTION

SURVEY NOTES

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF RECORD WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED.
2. THE UTILITIES SHOWN ARE FOR THE CLIENT'S CONVENIENCE ONLY - THERE MAY BE OTHER UNDERGROUND UTILITIES NOT SHOWN HEREON. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN. ALL DAMAGES MADE TO EXISTING UTILITIES BY THE OWNER OR THE OWNER'S AGENT, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER, OR THE OWNER'S AGENT; I.E. UNDERGROUND TANKS, GAS LINES, WATER LINES, SEWER LINES, ETC.
3. THE BEARINGS SHOWN ON THIS PLAT WERE BASED ON A GRID NORTH GEORGIA STATE PLANE COORDINATE SYSTEM - WEST ZONE NAD83 AS ESTABLISHED BY CROY-ENGINEERING LLC. DISTANCES AND AREAS SHOWN REFLECT HORIZONTAL GROUND - SURFACE MEASUREMENTS.



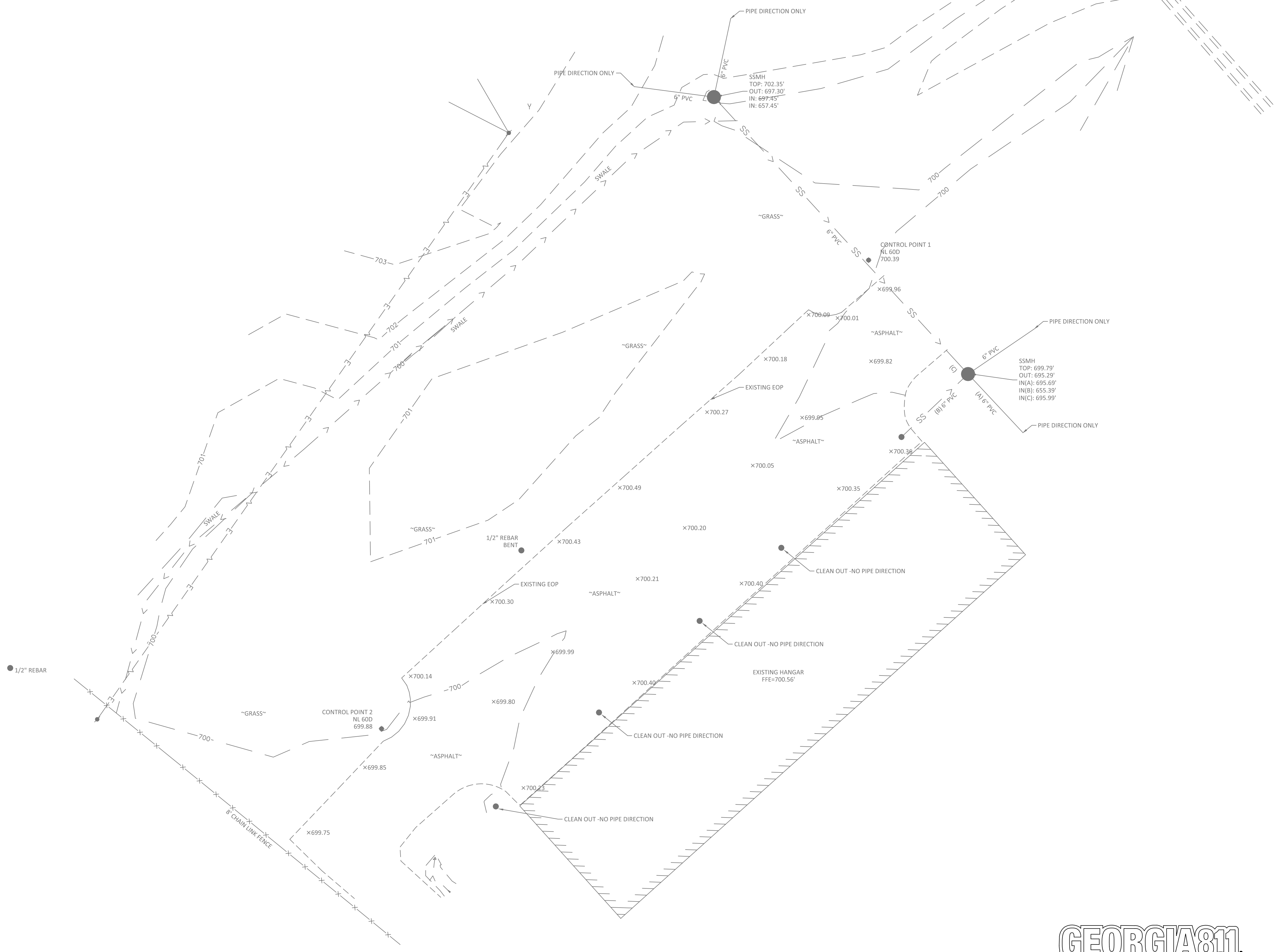
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
 MARIETTA, GA 30062
 PHONE: (770) 971-5407 FAX: (770) 971-0620
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CROY-ENGINEERING LLC. ANY REVISIONS TO THESE PLANS SHALL BE INDICATED BY A REVISION TABLE AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE PROFESSIONAL ENGINEERING CONTRACT.

LEGEND

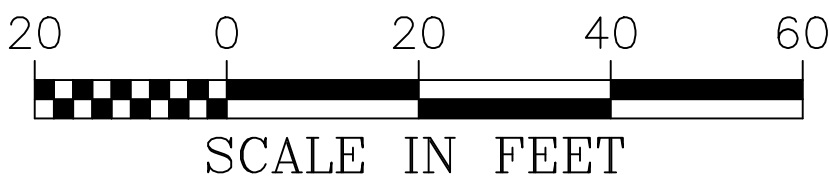
BOUNDARY	---
ADJ. BOUNDARY	---
BUILDING	▨
WALL	▨
WOODS LINE	~
FENCE	-x-x-
SAN. SEWER LINE	-SS-
LAND LOT LINE	- - -
STORM SEWER LINE	-SS-
JUNCTION BOX	⊕
SINGLE WING C.B.	⊕
DOUBLE WING C.B.	⊕
DROP INLET	⊕
SAN. SEWER MANHOLE	⊕
FIRE HYDRANT	⊕
WATER METER	⊕
IRRIG. CONTROL VALVE	⊕
WATER VALVE	⊕
FIRE DEPT. CONNECTION	⊕
SPRINKLER HEAD	⊕
GAS VALVE	⊕
TELE. PEDESTAL	⊕
ELECTRIC BOX	⊕
ELECTRIC METER	⊕
PULL BOX	⊕
LIGHT POLE	⊕
POWER POLE	⊕
H/C PARKING	⊕
BOLLARD	⊕
MAIL BOX	⊕
CLEAN OUT	⊕
SIGN	⊕
TREE	⊕
REBAR FOUND	⊕
IRON PIN SET (IPS)	⊕

DALTON MUNICIPAL AIRPORT
 HANGAR SITE DEVELOPMENT
 LAND LOT(S) 322 & 323
 OF THE 09 DISTRICT, 01 SECTION
 CITY OF DALTON, WHITFIELD COUNTY, GA

NOT ISSUED FOR CONSTRUCTION



24 HOUR CONTACT:
 ANDREW WIERSMAN
 TEL: (706) 913-7423



NO.	REVISION REFERENCE	DATE



GSWCC CERT #14353

SHEET TITLE
EXISTING CONDITIONS

DRAWN BY ZRS	CHECKED BY KAK
SCALE 1"=20'	ISSUE DATE 06/12/21

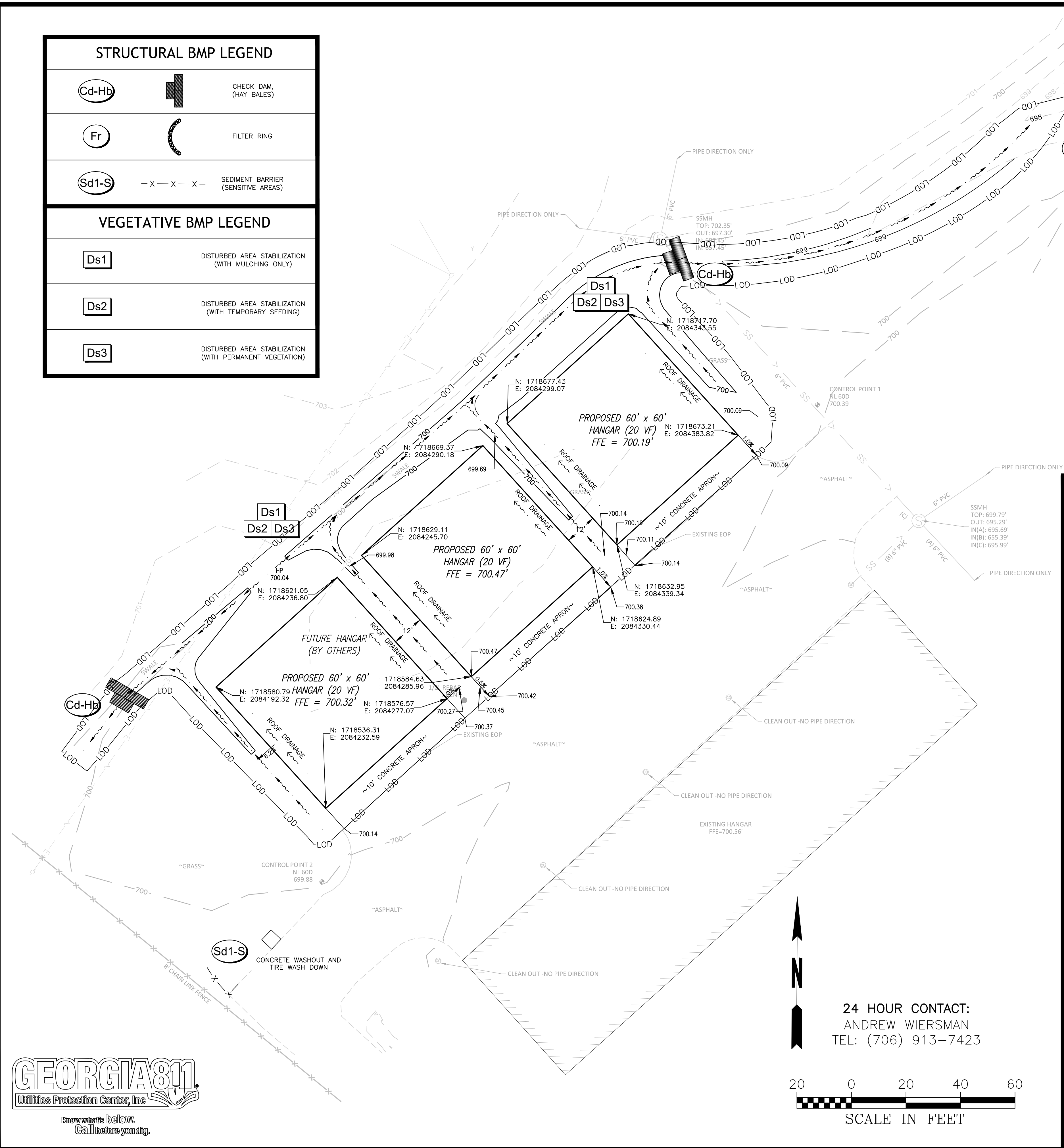
PROJECT NUMBER
 2106.003

DRAWING NUMBER
C-100
 SHEET 02 of 04

Drawing Location: P:\Marietta\2106 Dalton Municipal Airport\2106.003 Hangar Site Development\Engineering\Design\2106.003_Design.dwg

Plot Scale: 1"=20' Drawing Rotation: 359.9° Plot Style: Design.ctb. Plotted by: Olivia Guajardo on 2/28/2022, 1:31 PM

STRUCTURAL BMP LEGEND		
		CHECK DAM (HAY BALES)
		FILTER RING
		SEDIMENT BARRIER (SENSITIVE AREAS)
VEGETATIVE BMP LEGEND		
	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)	
	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)	
	DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)	



24 HOUR CONTACT:
ANDREW WIERSMAN
 TEL: (706) 913-7423

SCALE IN FEET

SITE NOTES

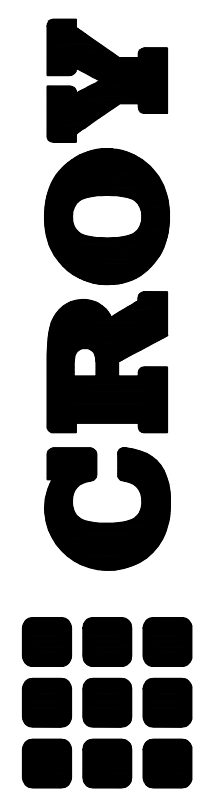
- THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE GEORGIA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND DETAILS (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
- EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIFICATIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND DESIGN PROFESSIONAL BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN PROFESSIONAL DIRECTLY FROM THE TESTING AGENCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF GEORGIA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
- ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
- ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

EROSION NOTES

- EROSION & SEDIMENTATION CONTROL NOTES:**
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR.
 - THE ES&PC FACILITIES SHOWN ON THE ES&PC PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION/LAND DISTURBANCE PERIOD, THESE ES&PC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
 - THE ES&PC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
 - THE ES&PC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
 - ANY DISTURBED AREAS LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
 - I CERTIFY AS THE PLAN DESIGNER THAT I HAVE VISITED THE SITE PRIOR TO THE DESIGN OF THE ES&PC PLANS.
 - SILT FENCE CANNOT BE USED TO STORE SEDIMENT. THE USE OF BASINS, SEDIMENT TRAPS, AND OTHER SIMILAR BMPs IN ACCORDANCE WITH STATE LAW ARE REQUIRED.
 - STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AT THE BEGINNING OF THE LAND DISTURBANCE AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
 - NO CLEARING OF THE SITE UNTIL ALL BASINS, DIVERSIONS AND SEDIMENT CONTROLS ARE INSTALLED, STABILIZED AND FUNCTIONAL.
 - THIS IMPLEMENTATION OF THE ES&PC PLAN AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADE OF THE ES&PC FACILITIES IS THE RESPONSIBILITY OF THE APPLICABLE UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED PER CITY CODE.
 - THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ES&PC PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION/LAND DISTURBANCE ACTIVITY. DURING CONSTRUCTION/LAND DISTURBANCE PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF THE CONSTRUCTION.
 - THE ES&PC FACILITIES SHOWN ON THE ES&PC PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER QUALITY STANDARDS.
 - AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN AN INLET/CATCH BASIN/STORM WATER MANHOLE. ALL INLET/CATCH BASIN/STORM WATER MANHOLES AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO DOWNSTREAM SYSTEM OR STATE WATERS.
 - LAND DISTURBANCE CANNOT BEGIN ON THE SITE UNTIL AFTER THE PRECONSTRUCTION CONFERENCE AND THE EROSION CONTROL INSPECTOR GIVES THE LDA PERMIT TO THE CONTRACTOR. PRESENT FOR THE PRECONSTRUCTION CONFERENCE SHALL BE GENERAL CONTRACTOR, GRADING CONTRACTOR AND OWNER. THE DESIGN PROFESSIONAL MAY BE PRESENT AT THE DIRECTION OF THE OWNER.
 - PER THE 'SAFE DAMS' LAW (OCGA12-5-370 CHAPTER 391-3-8-01 ET SEQ), ALL EARTHEN EMBANKMENTS SHALL BE PROTECTED FROM SURFACE EROSION BY APPROPRIATE VEGETATION, OR SOME OTHER TYPE PROTECTIVE SURFACE SUCH AS RIP RAP OR PAVING. INAPPROPRIATE VEGETATION ON EXISTING DAMS SUCH AS TREES SHALL BE REMOVED...HEDGES AND SMALL SHRUBS MAY BE ALLOWED ON EXISTING DAMS IF THEY DO NOT OBSCURE INSPECTION OR INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DAM. THE STATE LAW CONTINUES, PREVENT THE GROWTH OF TREES OR BRUSH ON THE EMBANKMENT WHERE PERMANENT OR TEMPORARY PONDING OF WATER MAY CAUSE WEAKENING AND/OR FAILURE ALONG THE ROOTS.

GRADING NOTES

- THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
- WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
- ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
- STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
- FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO GDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
- ALL CUT OR FILL SLOPES SHALL BE A MAXIMUM OF 3 (HORIZONTAL) : 1 (VERTICAL) IN CUT AND 3:1 IN FILL CONDITIONS UNLESS OTHERWISE SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISES AND SPREADING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
- THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS.



200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
 MARIETTA, GA 30062
 PHONE: (770) 971-5407 FAX: (770) 971-0820
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, L.L.C. ANY USE OF THESE PLANS WITHOUT WRITTEN PERMISSION IS PROHIBITED.
 Plot Style: Design.dwg, Plotted by: Olivia Guadagno on 2/26/2022, 2:31 PM

DALTON MUNICIPAL AIRPORT
 HANGAR SITE DEVELOPMENT

LAND LOT(S) 322 & 323
 OF THE 09 DISTRICT, 01 SECTION
 CITY OF DALTON, WHITFIELD COUNTY, GA

NOT ISSUED FOR CONSTRUCTION

NO.	REVISION REFERENCE	DATE

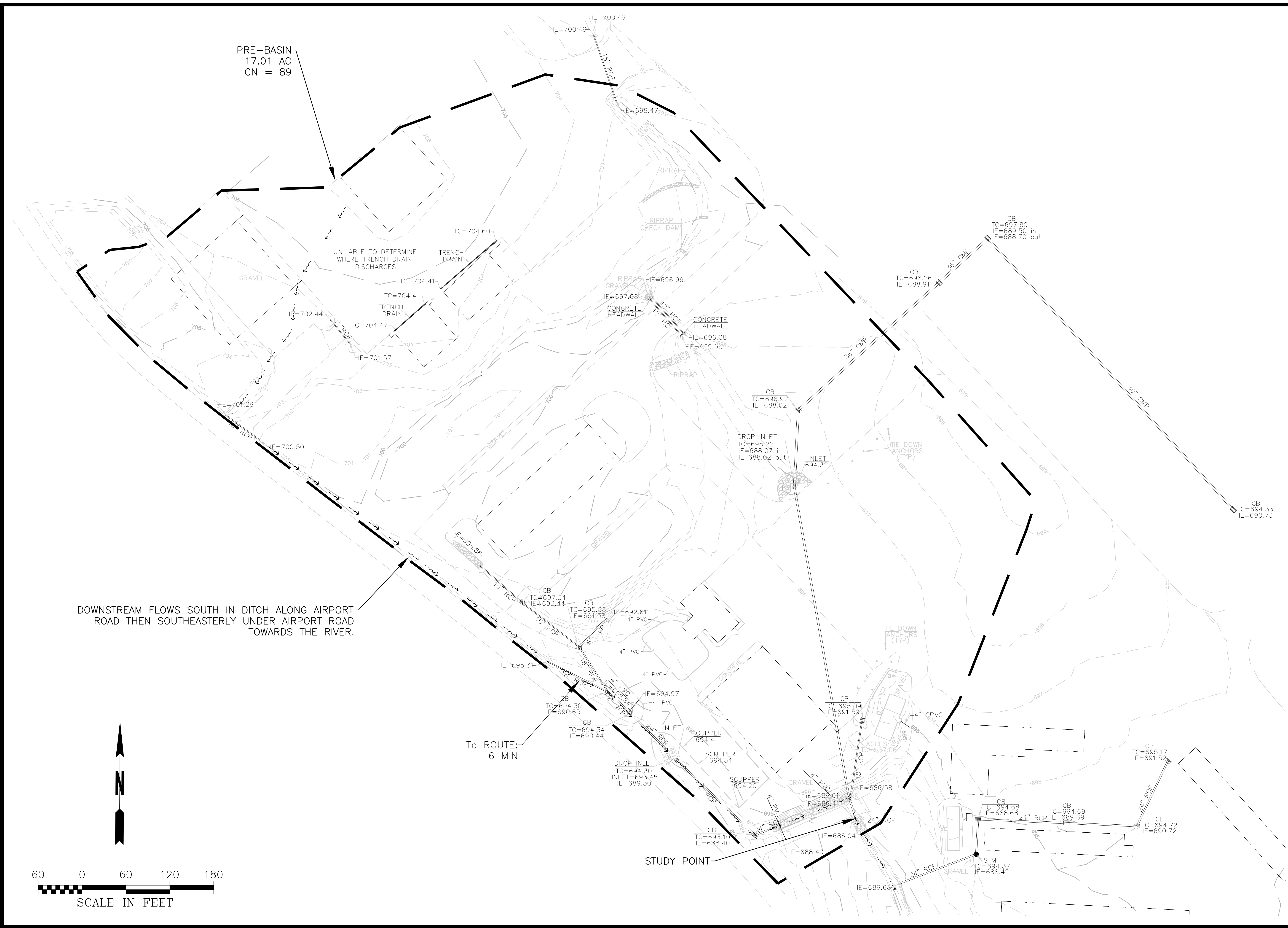


GSWCC CERT #14353

SHEET TITLE
**SITE, GRADING,
 DRAINAGE, & EROSION
 CONTROL**

DRAWN BY ZRS	CHECKED BY KAK
SCALE 1"=20'	ISSUE DATE 06/12/21
PROJECT NUMBER 2106.003	
DRAWING NUMBER C-200	
SHEET 03 of 04	

Drawing Location: F:\Marietta\2106 Dalton Municipal Airport\2106.003 Hangar Site Development\Engineering\Design\2106.003_Design.dwg

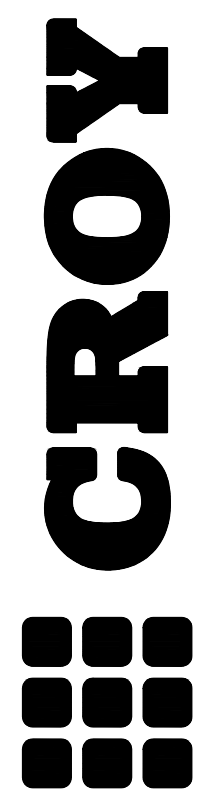
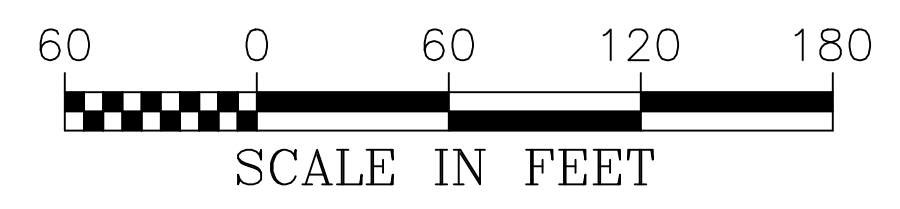


PRE-BASIN
17.01 AC
CN = 89

DOWNSREAM FLOWS SOUTH IN DITCH ALONG AIRPORT ROAD THEN SOUTHEASTERLY UNDER AIRPORT ROAD TOWARDS THE RIVER.

Tc ROUTE:
6 MIN

STUDY POINT



200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION OF CROY ENGINEERING, L.L.C. ANY REVISIONS TO THESE PLANS SHALL BE INDICATED BY A REVISION TABLE AND CONSULT THE DRAWING FOR THE LATEST REVISION.

DALTON MUNICIPAL AIRPORT
HANGAR SITE DEVELOPMENT
LAND LOT(S) 322 & 323
OF THE 09 DISTRICT, 01 SECTION
CITY OF DALTON, WHITFIELD COUNTY, GA

NOT ISSUED FOR CONSTRUCTION

NO.	REVISION REFERENCE	DATE



GSWCC CERT #14353

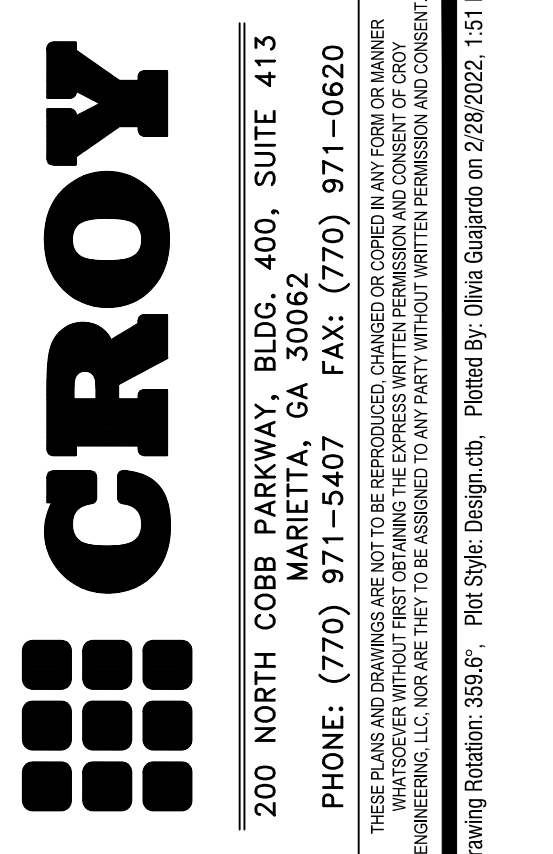
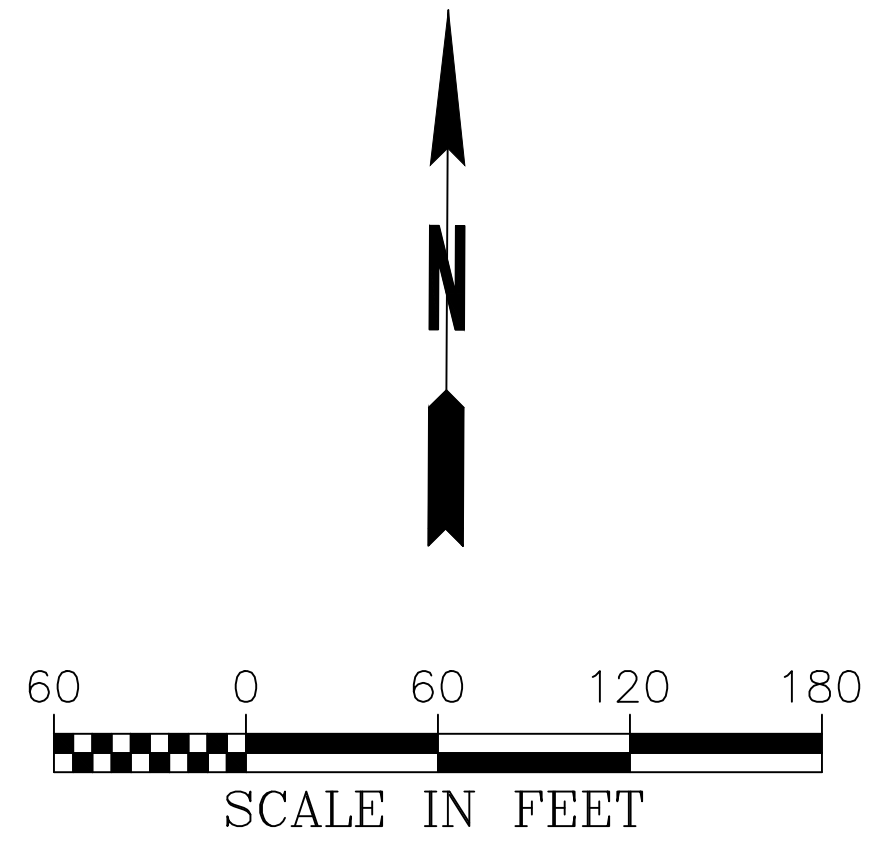
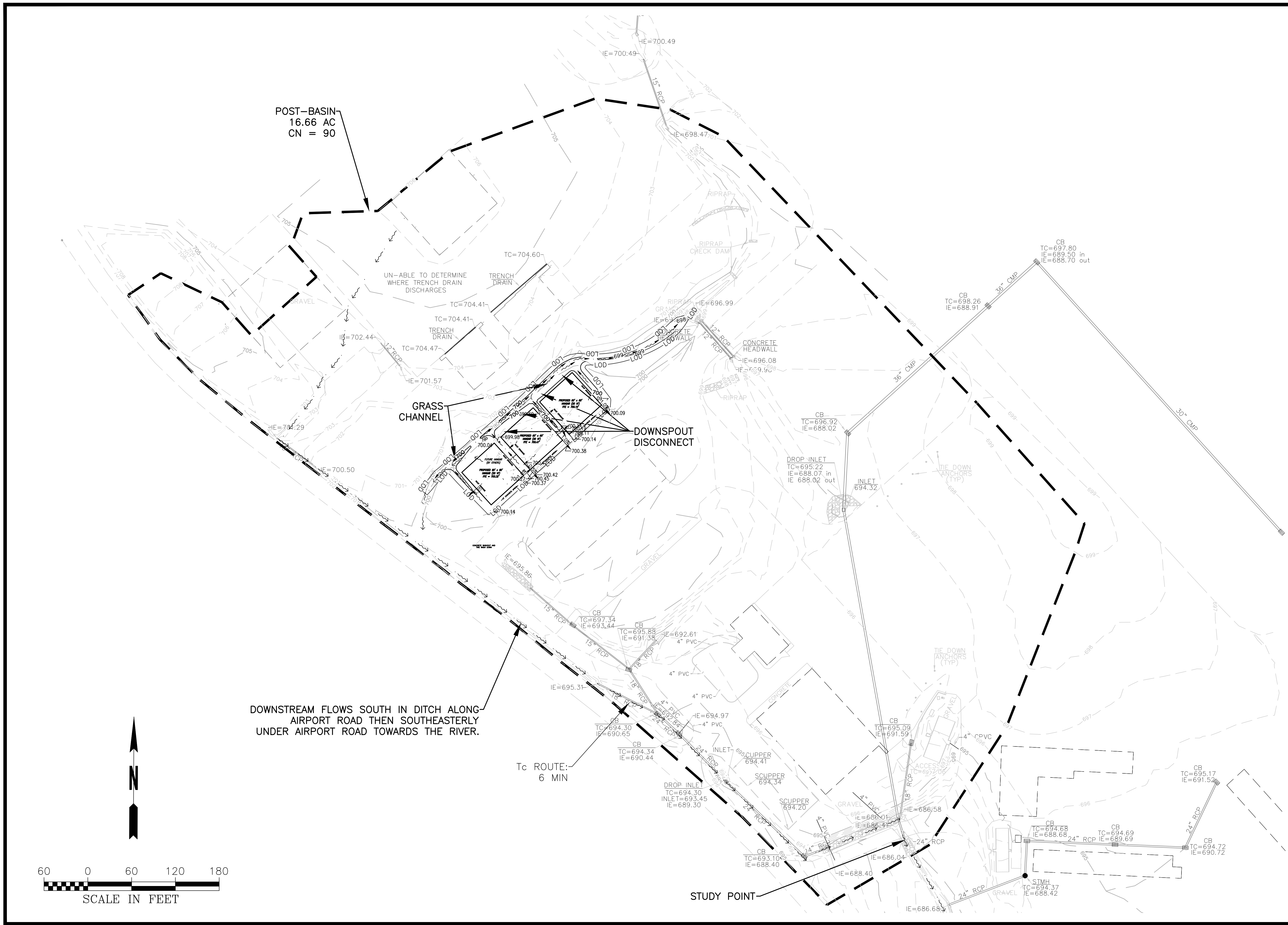
SHEET TITLE
PRE

DRAWN BY ORG	CHECKED BY KAK
SCALE 1"=60'	ISSUE DATE 06/12/21

PROJECT NUMBER
2106.003
DRAWING NUMBER

HYD-1
SHEET 1 of 04

Drawing Location: P:\Marietta\2106 Dalton Municipal Airport\2106.003 Hangar Site Development\Engineering\Design\2106.003_Design.dwg



DALTON MUNICIPAL AIRPORT

HANGAR SITE DEVELOPMENT

LAND LOT(S) 322 & 323
OF THE 09 DISTRICT, 01 SECTION
CITY OF DALTON, WHITFIELD COUNTY, GA

NO.	REVISION REFERENCE	DATE

SEAL

GSWCC CERT #14353

SHEET TITLE
POST

DRAWN BY ORG	CHECKED BY KAK
SCALE 1"=60'	ISSUE DATE 06/12/21

PROJECT NUMBER
2106.003

DRAWING NUMBER
HYD-2

SHEET 2 of 04

NOT ISSUED FOR CONSTRUCTION
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 Plot Scale: 1" = 60'
 Drawing Rotation: 359.9°
 Plot Style: Design.ctb
 Plotted by: Olivia Guajardo on 2/28/2022, 1:31 PM



PROPOSAL

Date: March 14, 2022	Sales Professional: Brandon Park
Client: Dalton Municipal Airport	Property Type: Industrial
Site Address: 4485 Airport Rd. SE Dalton, GA 30721	Billing Address: 300 West Waugh Street PO Box 1205 Dalton, GA 30722
Phone:	Job Number: 24735

Based upon the site conditions during our inspections and subject to the attached Terms & Conditions, Thrive Outdoor, Inc. ("TOI") proposes to provide the above named client(s) ("Client") the labor, materials, equipment and supervision necessary to complete the following project (the "Project").

A Landscape Development Solution for Dalton Municipal Airport

GRADING AND EROSION

SCOPE OF WORK:

Provide grading and erosion control per plan. Includes creating level pad with existing on site soils for hangar areas, no compaction for building construction included. Also includes check dam, filter ring, and sediment barrier per plan. Apply fescue seed, started fertilizer, and wheat straw to complete. Supplemental watering will be required to help grow and establish seed, no warranty on seed establishing. Construction entrance not included, if required it can be installed for an additional fee.

Grading

Wheat Straw Application

Apply wheat straw to cover the soil. The wheat straw will provide erosion control and moisture retention for the seeded areas to become established. Clean up debris generated from this project and dispose of off site.

Transition Blend Fescue Seed Install

Prepare soil for seed installation by fine grading and creating seed bed. Install seed per plan. Fertilize with 18-24-12 Starter Fertilizer with 50% SCU. Remove organic debris generated from the seed installation and dispose of off site.

Erosion Control Blanket Installation

Silt Fence Mid Grade Type B

Straw Wattles - 9"x25'

Wheat Straw

\$18,017.00

Approved



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/04/2022
Agenda Item: Ord. 22-08 - Occupational Tax Repeal
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:

Ordinance 22-08
To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes

CITY OF DALTON
ORDINANCE
Ordinance No. 22-08

To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes

WHEREAS, the City of Dalton presently provides in its Revised Code of 2001 in Section 26-34(d) that a business or practitioner who commences business in the City on or after July 1 in any year shall pay only fifty (50%) percent of the Occupational Tax rate for that year without reduction of the administrative fee; and

WHEREAS, the Mayor and Council desire to repeal such provision in its entirety in the interest of the health, safety, and welfare of the citizens of the City of Dalton;

NOW THEREFORE, the Mayor and Council of the City of Dalton does hereby ordain and by authority of same IT IS HEREBY ORDAINED as follows:

-1-

Subsection (d) of Section 26-34 of the Revised Code of 2001 is repealed in its entirety. The subsections following subtraction (d) of Section 26-34 shall be re-lettered in the Code in order to reflect this action.

-2-

This Ordinance shall be effective after its adoption and its publication in the City of Dalton for five (5) consecutive days, the health, safety and welfare of the citizens requiring it.

-3-

If is the intention of the Mayor and Council that the provisions of this Ordinance be severable and should it be determined that part hereof is unlawful or unenforceable by a court of competent jurisdiction any remaining parts hereof not unlawful or unenforceable shall be effective and such judicial determination of unlawfulness or enforceability of any part hereof shall not serve to render the remaining sections of Chapter II, Article II of the Revised Code of 2001 unenforceable.

-4-

All law and ordinances in conflict herewith are hereby repealed.

So **ORDAINED** this ____ day of _____, 2022.

The foregoing Ordinance received its first reading on _____.
Upon second reading on _____ motion was made by Councilperson
_____ and second by Councilperson _____ to adopt
the Ordinance and upon the question the vote is _____ AYES, _____ NAYS and
the Ordinance IS/IS NOT adopted.

CITY OF DALTON, GEORGIA

Mayor

Attest:

City Clerk

A true copy of the foregoing Ordinance has been published in two (2) public places within
the City of Dalton for five (5) consecutive days following passage of the above-referenced
Ordinance as of the _____ day of _____, 2022.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/04/2022

Agenda Item: Ordinance 22-09

Department: Administration

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:**

First Reading - Ordinance 22-09 - To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-09

To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.

WHEREAS, the City of Dalton has authority and power under its Municipal Charter, Ga. L. 1874, p. 181, as amended, and especially as amended by Ordinance No. 05-03, Section 2 and 3, to lease real and personal property of the City which is or has been dedicated to public use both to governmental agencies as well as well as private persons; and

WHEREAS, the City of Dalton desires to enact binding regulations on its authority and power in the leasing of such property as seems proper considering good business practice and restrictions enacted by the Georgia General Assembly in the Georgia Municipal Code which while not binding on the City of Dalton provide some considerations; and

WHEREAS, The Mayor and Council deem these binding regulations to be in the interest of the health, safety, and general welfare of the citizens of the City of Dalton;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Dalton and by authority of same ITS IS HEREBY ORDAINED as follows:

-1-

The statements hereinabove are adopted as the findings of fact of the Mayor and Council.

-2-

The City's Municipal Charter, GA. L. 1974, p.181, as amended, especially by that Home Rule Ordinance No. 05-03, sections 2 and 3, of February 21, 2005 in Section 4.8(r) is stricken in its entirety and substituted in lieu thereof is the following:

(~~r~~) *Municipal property ownership.* To acquire, dispose of, lease, grant an easement in and hold in trust or otherwise, any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the City.

In respect to the City's lease of any of its real property dedicated to public use pursuant to this Charter, the authority of the City to lease its real estate or enter into any time leases or contracts for the use, operation, or management of any real property of the municipal corporation, shall include a lease or leases to private persons not exceeding thirty-five (35) years upon terms negotiated fully at arms length between the City of Dalton and such private person or persons and without necessity of sealed bid but upon such other terms as may

result in fair rental value either in money or in-kind or both, and provided lessee or contractor is required to:

- i). provide and maintain in force and effect throughout the terms of such lease or contract sufficient liability insurance, in an amount not less than \$1 million per claim, no aggregate, naming the municipality as a named insured;
- ii). assume sole responsibility for or incur liability for any injury to person or property caused by any action or omission of any person while on the property and shall agree to indemnify the municipality and hold it harmless from any claim, suit, or demand made by any person; and
- iii). agree to indemnify the municipality and hold it harmless from any claim, suit, or demand arising out of any improvements of the property or any indebtedness or obligations incurred by the lessee or contractor in making any such improvements to such property.

-3-

Inasmuch as the Ordinance is being enacted pursuant to O.C.G.A. §36-35-3(b)(1) it shall be adopted in accordance with the statutory procedure for Municipal Charter amendments by Home Rule and a synopsis thereof shall be published in the official organ of Whitfield County, Georgia once per week for three (3) weeks preceding final adoption.

-4-

All laws and ordinances or parts thereof in conflict herewith are hereby repealed.

-5-

The provisions of this Ordinance are intended to be severable so that if any part hereof shall be determined to be unlawful or unenforceable then such unlawful or unenforceable part shall be severed and then the remaining parts hereof shall remain in full force and effect.

-6-

The Ordinance shall be effective to amend the City Municipal Charter as provided by the Municipal Home Rule Act of 1965, as amended.

So **ORDAINED**, this ____ day of _____, 2022.

ADOPTION as follows:

On _____, 2022 this Ordinance received its First Reading and upon Motion of Councilperson _____ and second by Councilperson _____ the Ordinance received an initial vote being _____AYES, _____NAYS.

On _____, 2022, the Ordinance received a second reading and upon motion of Councilperson _____ and second by Councilperson _____, the Ordinance received a vote of _____ AYES, _____NAYS upon the question of adoption and the Ordinance DOES/DOES NOT pass.

MAYOR

A true copy of the foregoing Ordinance has been published in two (2) public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the _____ day of _____, 2022.

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/4/2022

Agenda Item: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.17 acres located on 921 S. Hamilton Street, Dalton, GA. Parcel (12-257-02-019)

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. 22-10

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Commercial (C-4) To General Commercial (C-2) Being A Tract of Land Totaling .17 Acre Located At 921 S. Hamilton Street (Parcel No. 12-257-02-019); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Chris James has filed an application with the City to rezone property located at 921 S. Hamilton Street (Parcel No. 12-257-02-019);

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

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on March 28, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

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

-1-

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

-2-

The Property located at 921 S. Hamilton Street identified as Parcel No. 12-257-02-019 is hereby rezoned from Transitional Commercial (C-4) to General Commercial (C-2).

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 31, 2022

SUBJECT: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.17 acres located on 921 S. Hamilton Street, Dalton, GA. Parcel (12-257-02-019)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 28, 2022 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Chris James.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-2 rezoning. Calhoun noted that the UZO requires that all parking areas be cement or asphalt in the City of Dalton, which would affect the subject property since it is currently a grass lot. There were no further questions for Calhoun.

Chris James affirmed the content of the staff analysis and made no additional comment other than that he may now abandon the project due to the significance of the necessary property improvements. The Planning Commission encouraged Mr. James to reach out to City Public Works officials to discuss potential alternative surfaces in hopes of finding a viable solution for both parties.

With no other comments heard for or against, this hearing closed at approximately 6:32pm.

Recommendation:

Chairman Shiflett sought a motion on the requested C-2 rezoning. **Jody McClurg then made a motion to recommend a C-2 rezoning based on her agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 3-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.17 acres located on 921 S. Hamilton Street, Dalton, GA. Parcel (12-257-02-019)

The tract is currently undeveloped and surrounded by a chain-link fence. The petitioner's request was prompted by their desire to use the subject property as overflow parking for their auto-body repair shop at the corner of S. Hamilton and Bryant Ave.

The surrounding uses and zoning are as follows: 1) To the north is 0.1 acre tract of land zoned C-4 that contains a single-family detached dwelling; 2) To the east are two tracts of land under 0.5 acres in size that are each zoned C-4. One of the eastern tracts is undeveloped while the other contains an industrial/commercial building; 3) To the south is another 0.1 acre tract of land that contains a single-family detached dwelling zoned C-4; and 4) To the west is a 0.8 acre tract of land that contains a commercial building and is zoned C-4.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

This area is a point of convergence between the C-4, C-2, and M-2 zone district. While the subject property is not adjacent to property already zoned C-2, There is an established C-2 zone district to the north and south of the subject property within 50ft in either direction. While the subject property is flanked by single-family detached dwellings to the north and south, the character of this area is predominantly commercial and industrial. The residential properties in this area are a byproduct of a former city zoning ordinance that permitted residential uses within the commercial and manufacturing zone districts.

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

As stated previously, the area is consistently zoned and developed for commercial and industrial use even though there are occasional residential properties. The proposed rezoning will not alter the character of development in this area in such a way as to devalue surrounding properties.

(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 subject property could be utilized as it is currently zoned, but the C-4 zone district would not permit the petitioner's need to extend their footprint associated with the auto-body repair shop.

(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.

N/A

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

No impact is expected based on the limited size of the subject property and the abundance of utility capacity in this area.

(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.

The future development map designates this property as within the Industrial character area. The industrial character area is intended for manufacturing and intensive commercial land uses, which would be appropriate based on the proposed zoning and desired use of the subject property.

(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.

The proposed rezoning would shrink the existing C-4 zone district and enlarge the existing C-2 zone district in this area.

(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.

The subject property is a small, narrow lot that would have limited development potential due to setbacks, but development is not hindered by any natural or cultural factors.

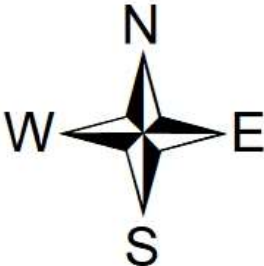
Conclusion:

The staff can recommend approval of the requested zoning change from C-4 to C-2.

Reasons for this recommendation:

1. There is no concern that the proposed rezoning and land use will introduce a dissimilar zoning or physical character to this area based on the established character of the area;
2. The zoning request is not in conflict with the Comprehensive Plan and future development map based on the existing development character of this area and the established zoning of the area as compared to the proposed use;
3. There is no expectation that the proposed rezoning could have a long-term negative impact on adjacent property values.
4. The proposed parking area will be required to be covered in cement, asphalt, or pervious pavers as required by the UZO Section 5-3-3 since the property is within the City of Dalton. (This is a statement and not a necessary condition)

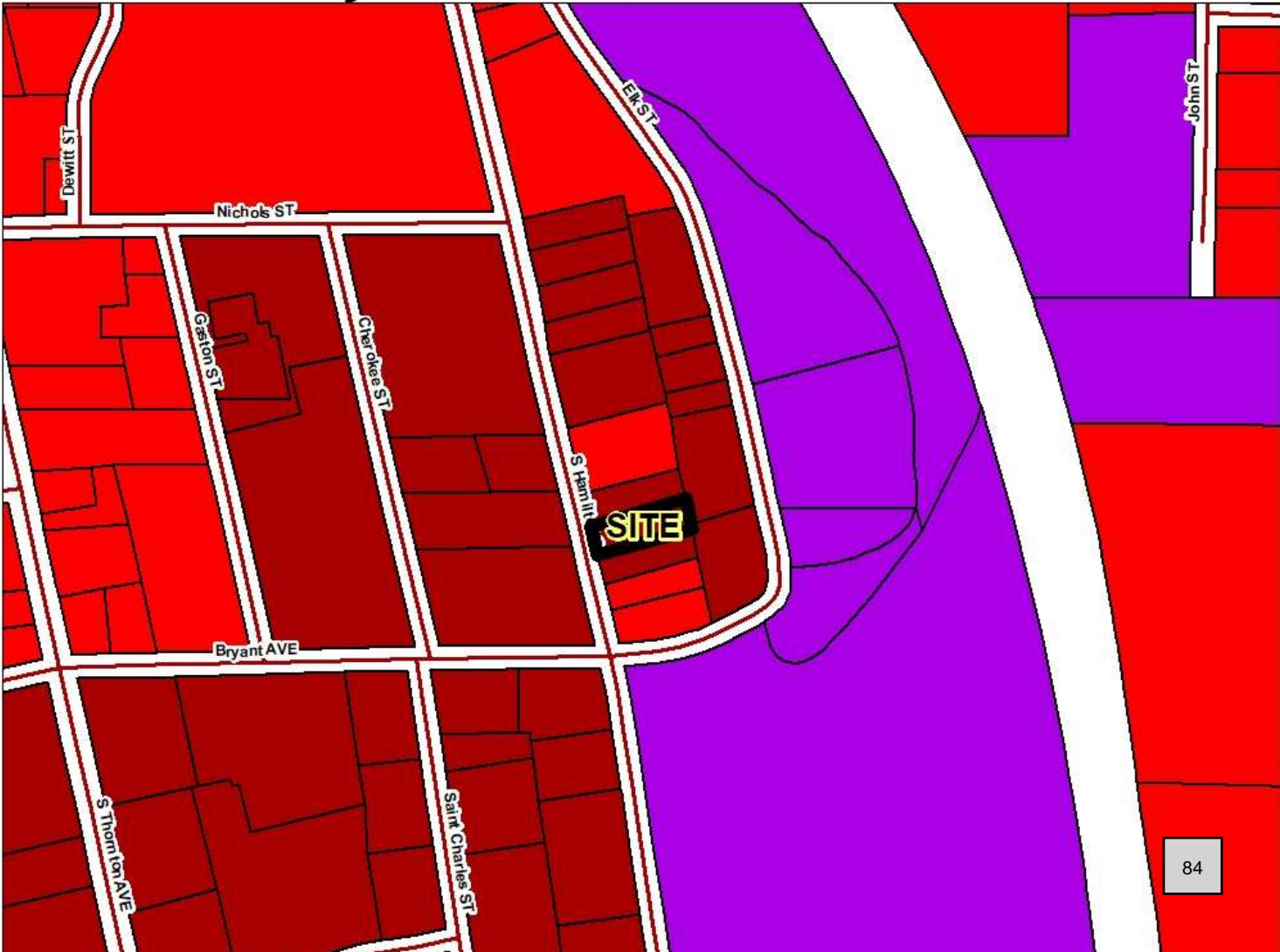
James Rezoning Request C-4, Transitional Commercial to C-2, General Commercial City of Dalton Jurisdiction



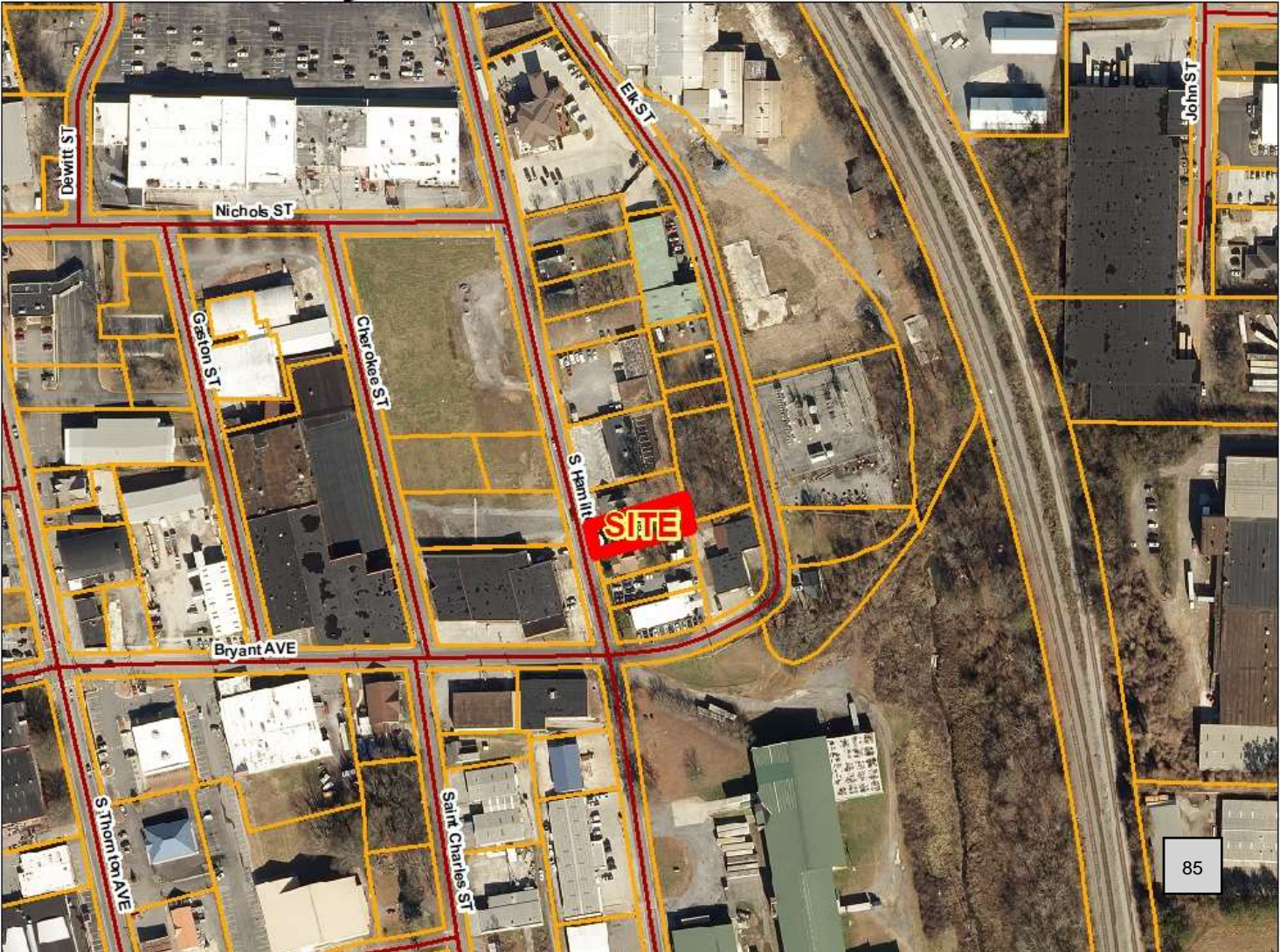
Unified Zoning

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

FEET
250



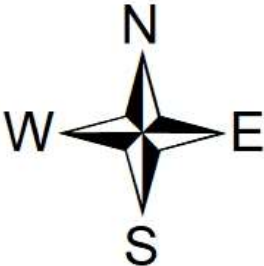
**James Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



**FEET
250**



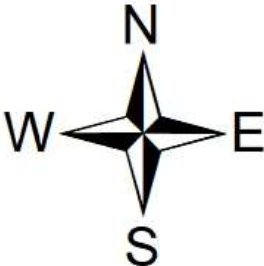
**James Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



**FEET
50**



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



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial

**FEET
250**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/4/2022

Agenda Item: The request of Luis and Maria Herrera to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 1.22 acres located at 500 Underwood Street, Dalton, GA. Parcels (12-201-10-001 and 12-201-10-017)

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. 22-11

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Rural Residential (R-5) Being A Tract of Land Totaling 1.22 Acres Located At 500 Underwood Street (Parcel Nos. 12-201-10-001 and 12-201-10-017); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Luis Herrera and Maria Herrera have filed an application with the City to rezone property located at 500 Underwood Street (Parcel Nos. 12-201-10-001 and 12-201-10-017);

WHEREAS, the Property is currently zoned General Commercial (C-2);

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on March 28, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

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

-1-

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

-2-

The Property located at 500 Underwood Street identified as Parcel Nos. 12-201-10-001 and 12-201-10-017 is hereby rezoned from Heavy Manufacturing (M-2) to Rural

Residential (R-5).

-3-

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

-4-

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

-5-

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

-6-

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

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

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

adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 31, 2022

SUBJECT: The request of Luis and Maria Herrera to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 1.22 acres located at 500 Underwood Street, Dalton, GA. Parcels (12-201-10-001 and 12-201-10-017)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 28, 2022 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Eric Azua with power of attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Calhoun.

Eric Azua represented the petitioner as their realtor and affirmed the basis of the staff analysis as well as the issue of his buyers obtaining a mortgage under the subject property's current zoning.

With no other comments heard for or against, this hearing closed at approximately 6:37pm.

Recommendation:

Chairman Shiflett sought a motion on the requested R-5 rezoning. **Octavio Perez then made a motion to recommend a R-5 rezoning based on his agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 3-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Luis and Maria Herrera are seeking to rezone parcel 12-201-10-001 and 017 from Heavy Manufacturing (M-2) to Rural Residential (R-5). The parcel totals 1.22-acres and is located at 500 Underwood St.

The tract is currently developed with a single-family detached dwelling on one tract and a manufactured home on the second tract; the petitioner's rezoning request of R-5 will allow for conforming use of the residential property. Buyers are often unable to obtain a mortgage or building permit regarding non-conforming properties like this one.

The surrounding uses and zoning are as follows: 1) To the north, is a 0.9-acre tract of land that contains a commercial store that is zoned C-2; 2) To the east, is a 5.6-acre tract of land that contains several apartment buildings zoned High-Density Residential R-7; 3) To the south, is a 0.42-acre tract of land that contains a single-family detached dwelling zoned M-2; and 4) To the west, is a 1.6-acre tract of land that contains multiple apartment buildings zoned R-7. All in all, a review of the zoning map shows convergence of the commercial, residential, and manufacturing zone districts. The subject property is a non-conforming residential property zoned M-2.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

This area is a point of convergence between the manufacturing, commercial, and residential zone districts. These situations are not uncommon in Dalton due to the former pyramid zoning ordinance where residential use was permitted within the commercial and manufacturing zone districts. Residentially developed properties zoned M-2 are not uncommon in this area of the city. The proposed R-5 rezoning would shrink the M-2 zone district along Paige St. and create another island of R-5 along Paige St. The proposed rezoning would not change the physical character of the subject property based on the existing residential development. This rezoning would simply allow the subject property to become a conforming property.

(B) Whether the proposed R-5 amendment would adversely affect the economic value of adjacent and nearby property.

Adverse impact to property values is not a significant concern if this rezoning is approved based on the existing zoning and development of adjacent property. The R-5 zone district is significantly less intensive than the adjacent R-7, C-2, and M-2 zone districts.

(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 subject property is a non-conforming property that could continue being used as so for years to come. Some issues with residential non-conformity lie if getting building permits for significant remodeling or in obtaining a mortgage in order to purchase a home. Having a non-conforming residence can be somewhat of a hardship in certain circumstances.

(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.

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected.

(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.

The future development map designates this property as the Town Neighborhood Revitalization character area. This character area is intended to promote investment in to aging areas of the city. The intent is to catalyze residential reinvestment where there is blight and or inappropriate zoning and development. The proposed rezoning would be a good fit for the subject property based on the existing development as well as the surrounding area. The proposed R-5 zone district would be a much better fit for the Comprehensive Plan than the existing M-2 zoning.

(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.

No issues identified. While there would be an island of R-5 at this location, the subject property is adjacent to multiple R-7 developments as well as R-5 properties along Paige St. to the south.

(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.

No issues identified.

Conclusion:

The staff can recommend the requested R-5 rezoning of the subject property.

Reasons for approval:

1. The R-5 zone district would allow the subject property to become conforming in character based on its existing development;
2. The R-5 rezoning would be consistent with the Town Neighborhood Revitalization character area identified in the Whitfield County Comprehensive Plan's 2019 Future Development Map;
3. There is no adverse impact expected public utilities or property values in this area based on the existing development of this area if the subject property is rezoned R-5.

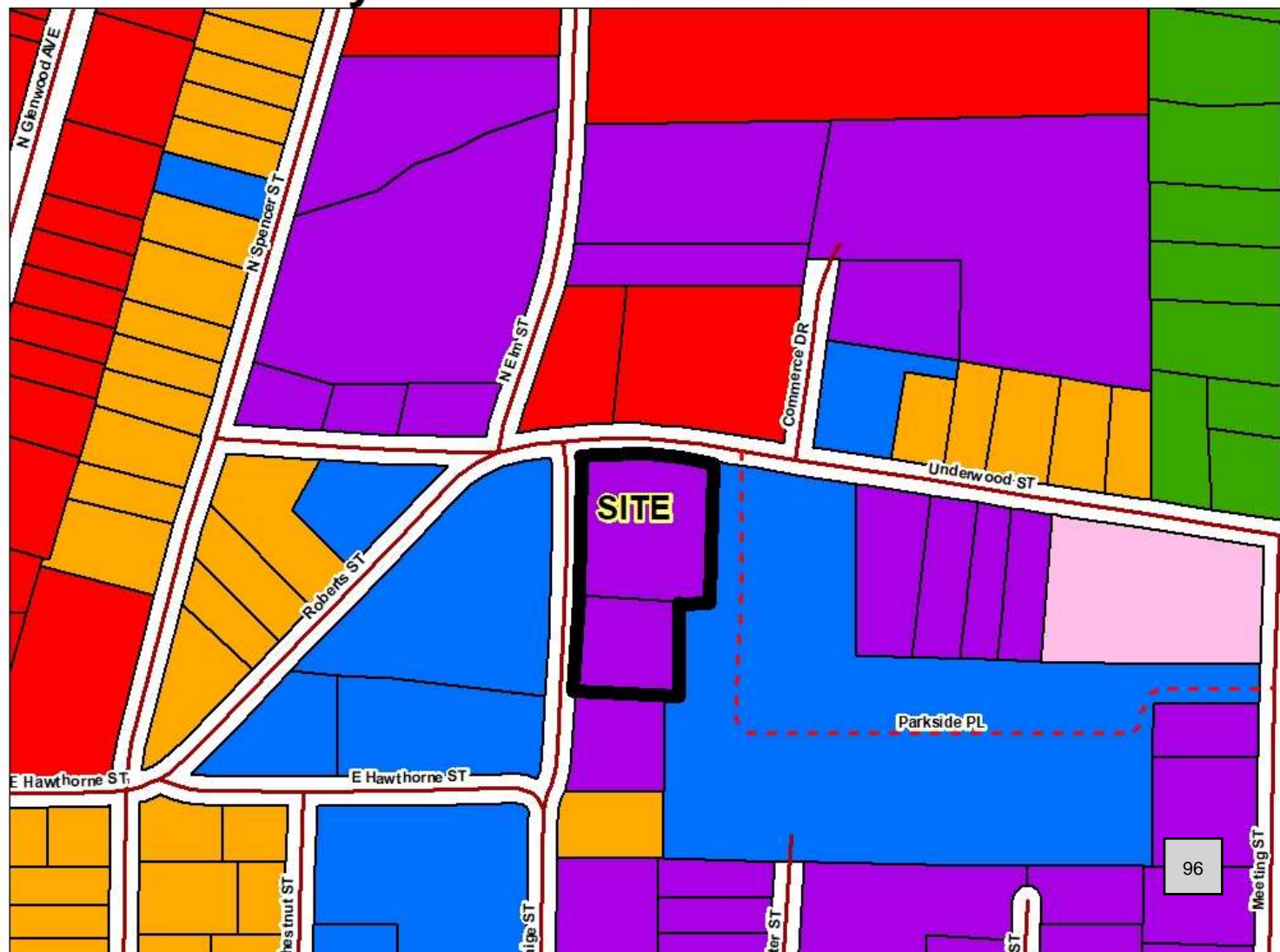
Herrera Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



Unified Zoning

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

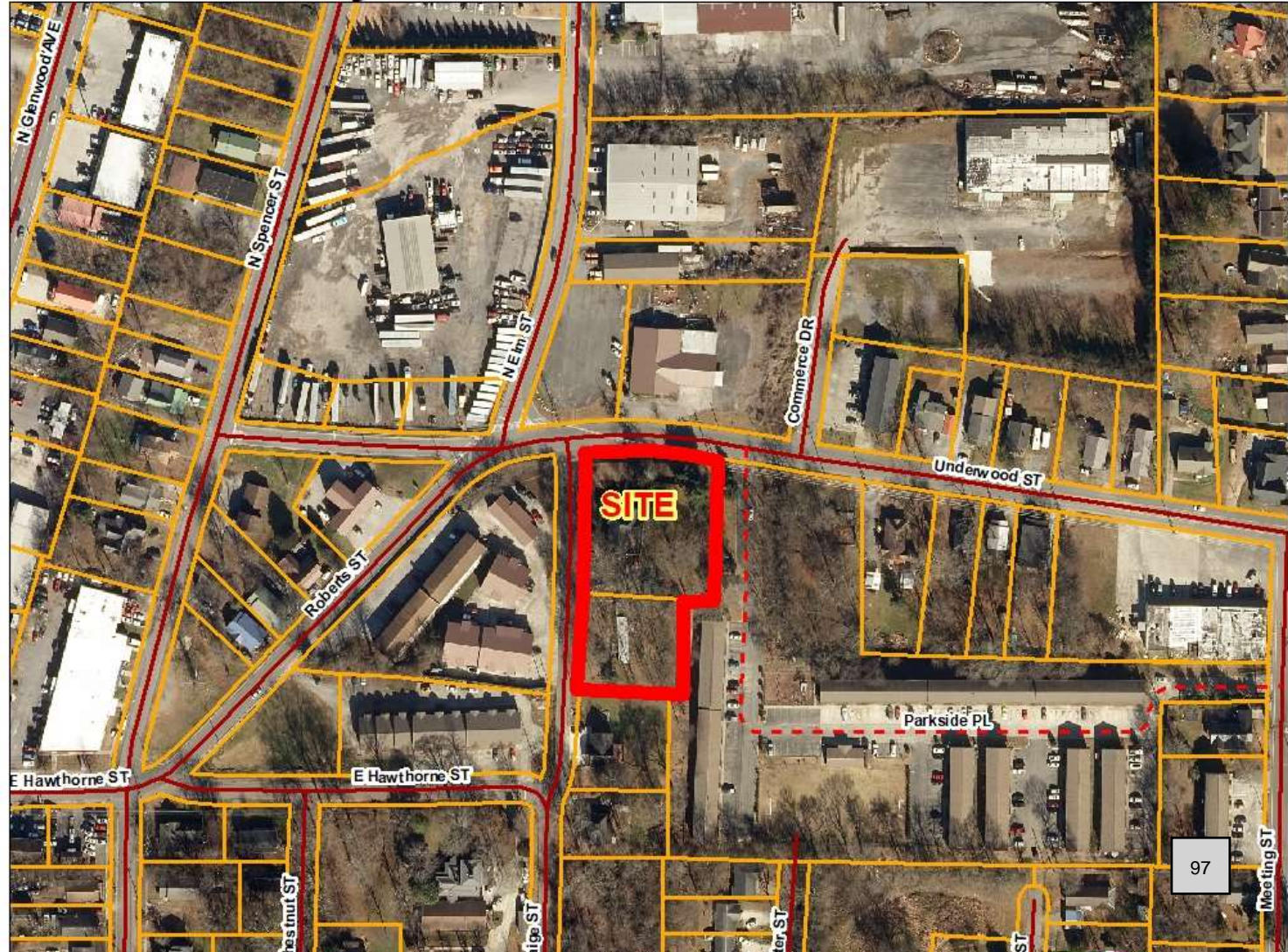
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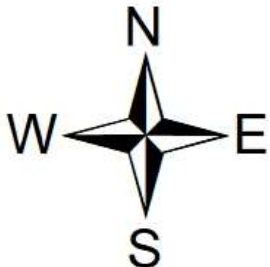
Herrera Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FEET
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**Herrera Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



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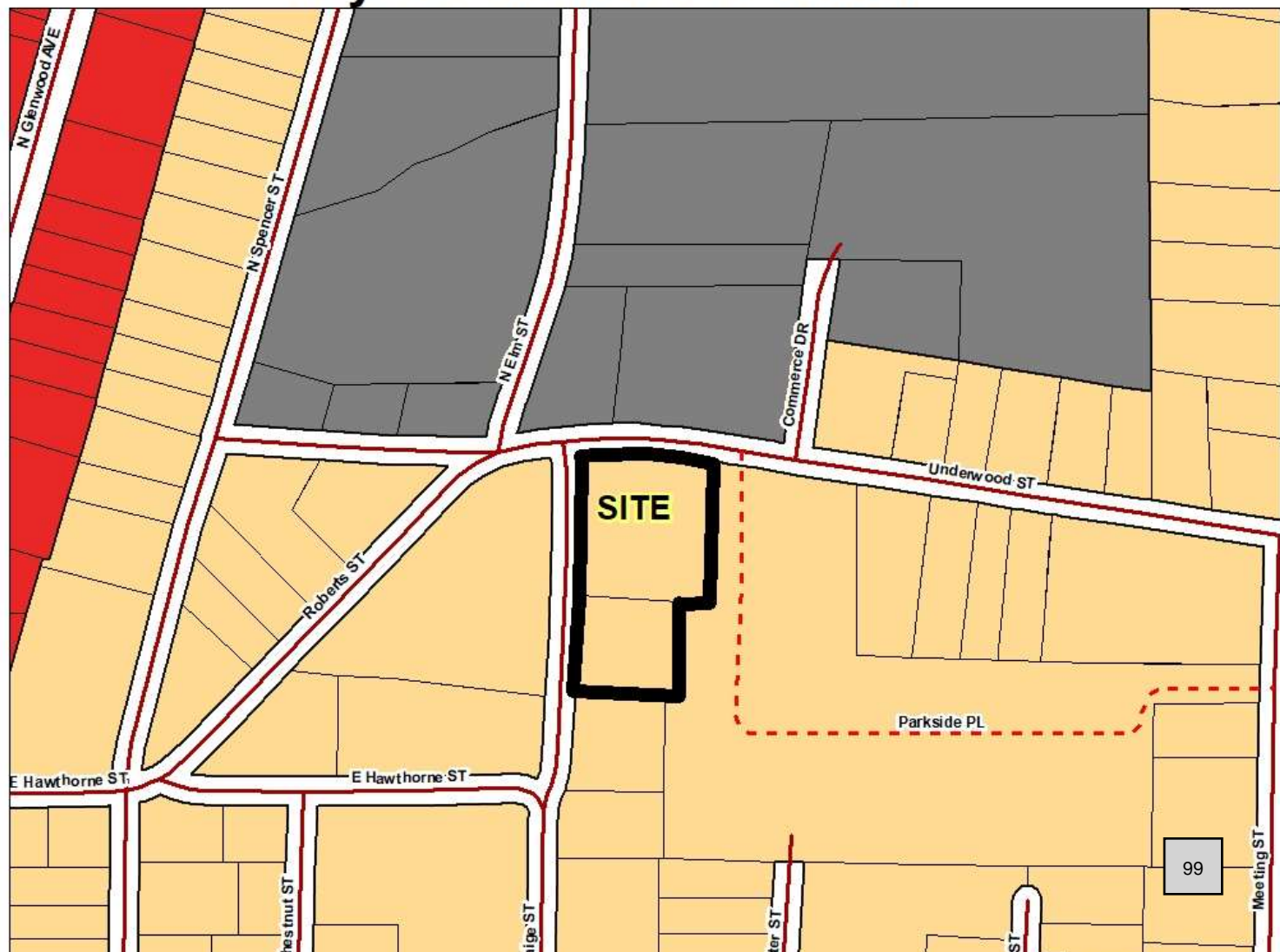
Herrera Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/4/2022

Agenda Item: The request of John Isaac McDonald to annex as Zero Lot Line Residential (R-4) a tract of land totaling 0.1 acres located at 203 Roslyn Court, Dalton, GA. Parcel (12-147-17-010)

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. 22-12

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Rezone Said Property To An R-4 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, John Isaac McDonald, has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 203 Roslyn Court and identified as Parcel No. 12-147-17-010; 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 Zero Lot Line Residential (R-4);

WHEREAS, the Owner is requesting the Property remain Zero Lot Line Residential (R-4);

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 March 28, 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 147 in the 12th District and 3rd Section of Whitfield County, being designated as Lot 10 of Roslyn Cottages at Crow Valley as shown on plat prepared by Christopher Lee Lewis, GRLS No. 3063, dated June 18, 2020, recorded in Plat Book E, page 1572, 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.

Section 4.

The Property shall remain zoned as R-4 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 0.10 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.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the zoning of the Property as approved herein.

Section 8.

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 9.

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

Section 10.

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 Councilperson _____, second by Councilperson _____ 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: March 31, 2022

SUBJECT: The request of John Isaac McDonald to annex as Zero Lot Line Residential (R-4) a tract of land totaling 0.1 acres located at 203 Roslyn Court, Dalton, GA. Parcel (12-147-17-010)
The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 28, 2022 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by John McDonald.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the proposed annexation into the City of Dalton. Calhoun went on to note that he had received feedback from both the City of Dalton Fire Department and Public Works, and that both fire and public works found no objection to the property's annexation. There were issues identified in regard to the radius of the cul-de-sac of Roslyn Ct. pertaining to current City fire code. There were no further questions for Calhoun.

John McDonald stated that the primary intent of the annexation was simply to maintain his daughter's enrolment in the City school system since she had been there for some time now. McDonald also noted that he had discussed annexation with other property owners in this development and that there seems to be interest in annexing other tracts along Roslyn Ct.

With no other comments heard for or against, this hearing closed at approximately 6:51pm.

Recommendation:

Chairman Shiflett sought a motion on the requested annexation. **Jody McClurg then made a motion to recommend the annexation based on her agreement with the content of the staff analysis. Octavio Perez then seconded the motion and a unanimous recommendation to approve the annexation followed, 3-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE:

John McDonald is seeking annexation of a parcel (#12-147-17-010) into The City of Dalton. located at 203 Roslyn Ct. within the Zero Lot Line Residential (R-4) zone district. Dalton's current corporate boundary flanks the subject property on one side.

The surrounding land uses and zoning are as follows: 1) To the north, is a 14-acre tract of land zoned Heavy Manufacturing M-2 that contains a large industrial operation, 2) to the east, is a 0.13-acre tract zoned R-4 that contains a single-family detached dwelling, 3) to the south across Roslyn Ct, is a 0.14-acre tract of land zoned R-4 that contains a single-family detached dwelling, 4) To the west, is a 0.10-acre tract of land zoned R-4 that contains a single-family detached dwelling. Zoning will not be affected by this annexation if it is approved since both the City and the County adopted the Unified Zoning Ordinance.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-4 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton's corporate boundary. Based on the City's current boundary, the proposed annexation would begin to close the gap in the City's boundary along Roslyn Ct.

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

No impact is expected if this annexation is approved.

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

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

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

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

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

Based on the issue of the subject property being the only requested annexation along Roslyn Ct, this could create confusion among certain City services such as garbage and refuse pick-up. It would benefit the City to actively pursue annexation of all properties along Roslyn Ct. in order to create a more consistent boundary to simplify service delivery. More properties in the vicinity, along the east R/W of Crow Valley Rd, are now within the City of Dalton, as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area.

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

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

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

This request, if approved, would simply expand the boundary of the City of Dalton. While this annexation does not create a county island, it does illustrate that the future annexation of the remaining tracts along Roslyn Ct. would be preferable in order to create a more consistent boundary.

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

N/A

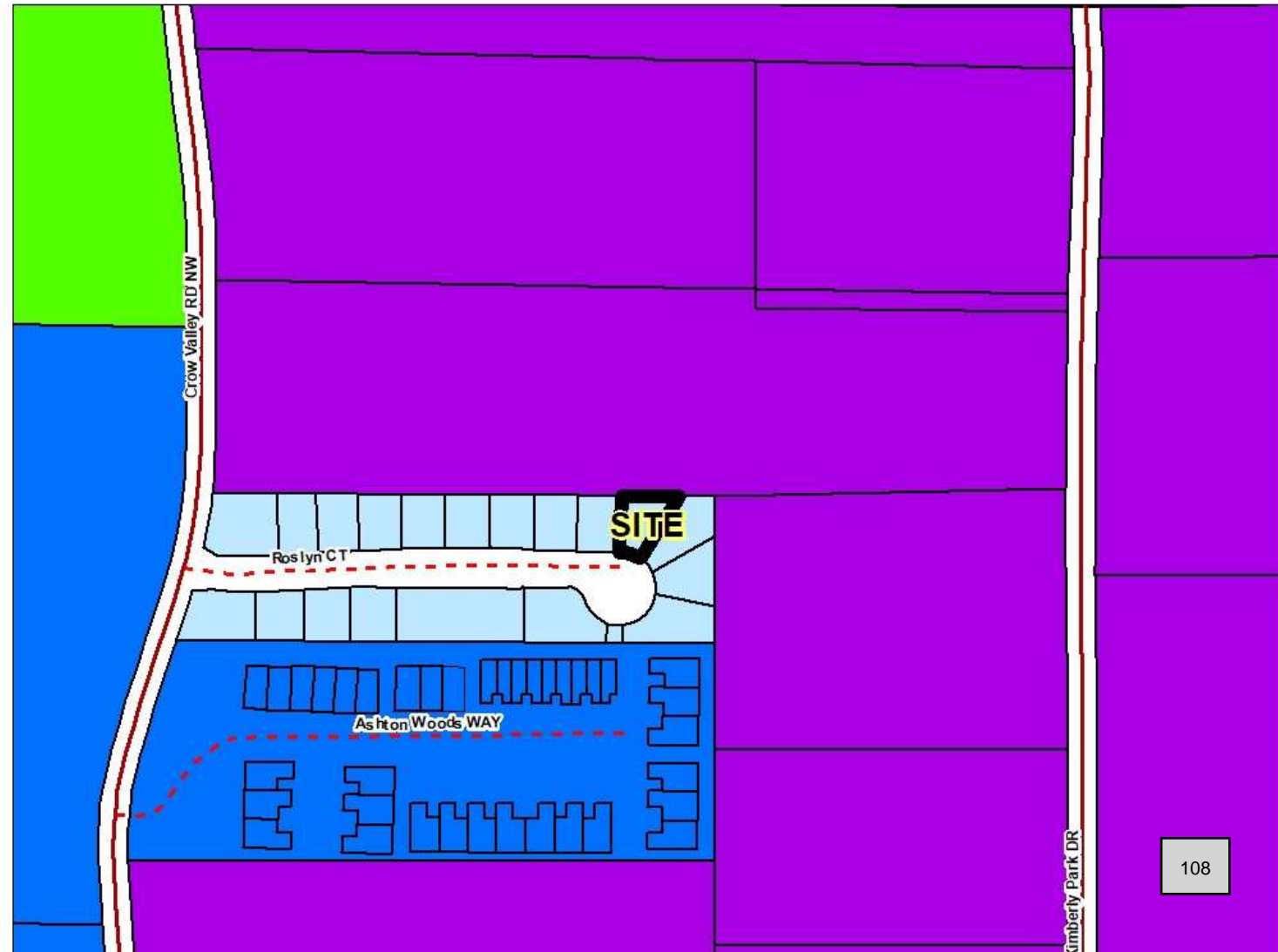
CONCLUSION: The staff recommendation is that the subject property is suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of most properties in the vicinity.



McDonald Annexation Request Zoning to Remain R-4, Zero Lot Line Residential

Unified Zoning	
	Low Density Single Family Residential (R-2)
	Zero Lot Line Residential (R-4)
	High Density Residential (R-7)
	Heavy Manufacturing (M-2)

FEET
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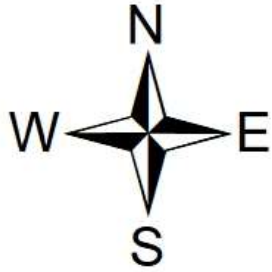


McDonald Annexation Request Zoning to Remain R-4, Zero Lot Line Residential



FEET
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McDonald Annexation Request

Zoning to Remain R-4, Zero Lot Line Residential

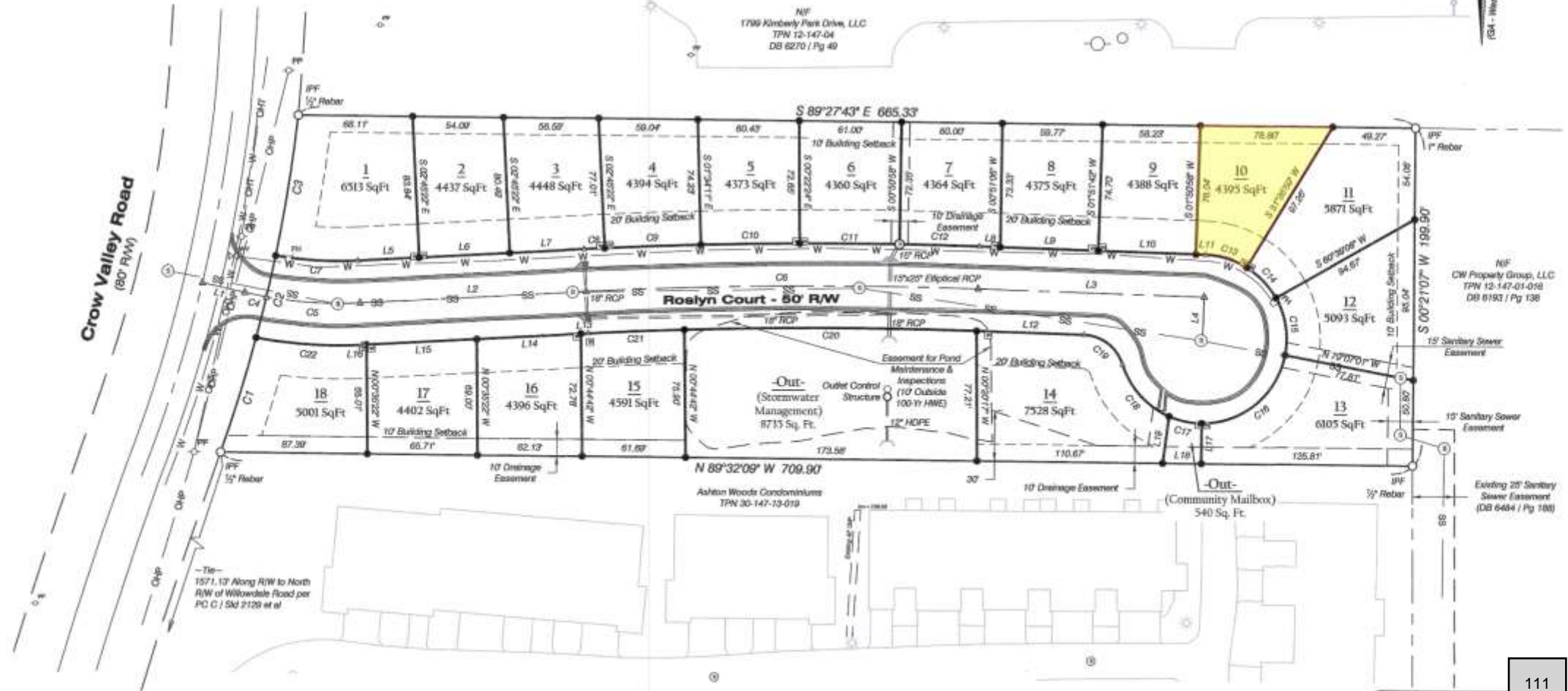
DALTON CITY LIMITS

 Town_Boundaries

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RESERVED FOR THE CLERK OF SUPERIOR COURT



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	918.58'	71.28'	71.26'	N 17°04'34" E	4°28'46"

SYMBOL LEGEND	
	STORM MANHOLE (SMB)
	SANITARY SEWER MANHOLE

DAVID PENNINGTON III
MAYOR

BERNADETTE CHATTAM, CMC
CITY CLERK



DENNIS MOCK
ANNALEE HARLAN
TYREE GOODLETT
STEVE FARROW

Council Members

January 26, 2022

TO: Todd Pangle, Fire Department
Cliff Cason, Police Department
Terry Miller, Mitchell & Mitchell
Benny Dunn, 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: John Isaac McDonald

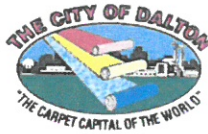
STREET ADDRESS: 203 Roslyn Ct

AMOUNT OF ACREAGE: .1

PARCEL NUMBERS: 12-147-17-10

PLAT ATTACHED: YES NO

ZONING CLASSIFICATION: R-4



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: John Isaac David McDonald
APPLICANT ADDRESS: 203 Roslyn Ct.
CITY, STATE & ZIP: Dalton, Ga 30720
TELEPHONE NUMBER: 762-201-8002

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: 203 Roslyn Ct.
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED: Roslyn Cottages at Crow Valley
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: Lot 10 - LL, 147, 12 District, 3rd section
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: I would like to keep my daughter in Westwood. Dalton Public Schools
• PROPOSED ZONING CLASSIFICATION: R-4
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED: 0.1
• TAX MAP NUMBER/PARCEL NUMBER: 12-147-17-010
• HOUSING UNITS: one

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS [1]
(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. [1]
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD. [1]
(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. [1] CAUCASIAN [1] 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. []

SIGNATURE OF APPLICANT(S) [Handwritten Signature]

DATE: 1-14-22

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:

12-147-17-010

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.

Isaac McDonald
(Owner's Name)

Sworn to and subscribed
Before me, this 18 day
of January, 2022.

[Signature]
Notary Public





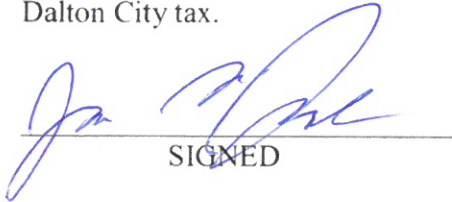
NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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 assessed 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.


SIGNED

1-14-22
DATE

PT61 000088

Deed Doc: WD
Recorded 01/11/2022 11:26AM
Georgia Transfer Tax Paid : \$194.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga
Bk 06907 Pg 0499-0500

This space above this line is for recording purposes.

After recording, please return to:

J. Tracy Ward Susan W. Bisson
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2021121355

STATE OF GEORGIA,

WHITFIELD COUNTY.

LIMITED WARRANTY DEED

THIS INDENTURE, made the 10th day of January, 2022, between **BRASS HOLDINGS, LLC** , a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **JOHN ISAAC MCDONALD** (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot 147 in the 12th District and 3rd Section of Whitfield County, Georgia, being designated as Lot 10 of Roslyn Cottages at Crow Valley as shown on plat prepared by Christopher Lee Lewis, GRLS No. 3063, dated June 18, 2020, recorded in Plat Book E, page 1572, 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.


TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, 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 Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

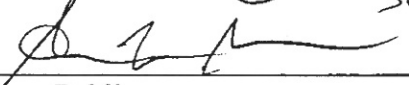
SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

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

Signed, sealed and delivered
in the presence of:



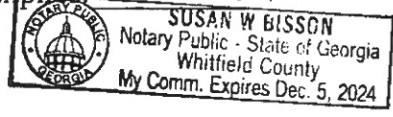
Unofficial Witness *Misty Blankenship*



Notary Public

My Commission Expires: 12/15/2024


[Notary Seal]



BRASS HOLDINGS, LLC

BY: 

RUSTY LOUNT, MANAGER

BY: 

BRANDON SCOT HARRISON,
MANAGER

EXHIBIT "B"

4-1-6

Zero lot line residential (R-4.) This district is established for single family detached dwellings, configured upon "zero lot lines," which may be located upon lots at a density of up to ten dwellings per acre, exclusive of rights-of-way or other restrictive easements. Any such lots must be served by public sewer or an approved central on-site sewage management system. Such districts encourage the creation of compatible open spaces for enjoyment by several surrounding dwellings. 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.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-147-17-010
 Realkey 45153
 GIS Map Map
 Owner Name BRASS HOLDINGS LLC
 Owner Address 398 MAGNOLIA LANE
 Owner Address 2
 Owner Address 3
 Owner City CHATSWORTH
 Owner State GA
 Owner Zip 30705
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name
 Parcel Street Units
 Parcel Street Type CT

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood
 Legal Description LT10 ROSLYN COTTAGES @ CROW VALLEY (E-1572)
 Total Acres 0.1
 Zoning See GIS Map
 GMD\Map Number 055
 Subdivision
 Subdivision Phase
 Subdivision Section 0003
 Subdivision Block
 Subdivision Lot
 Comments:

Current Fair Market Value Information

Previous 0
 Current 18000
 Land 18000
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

0 0
 0 0
 0 0

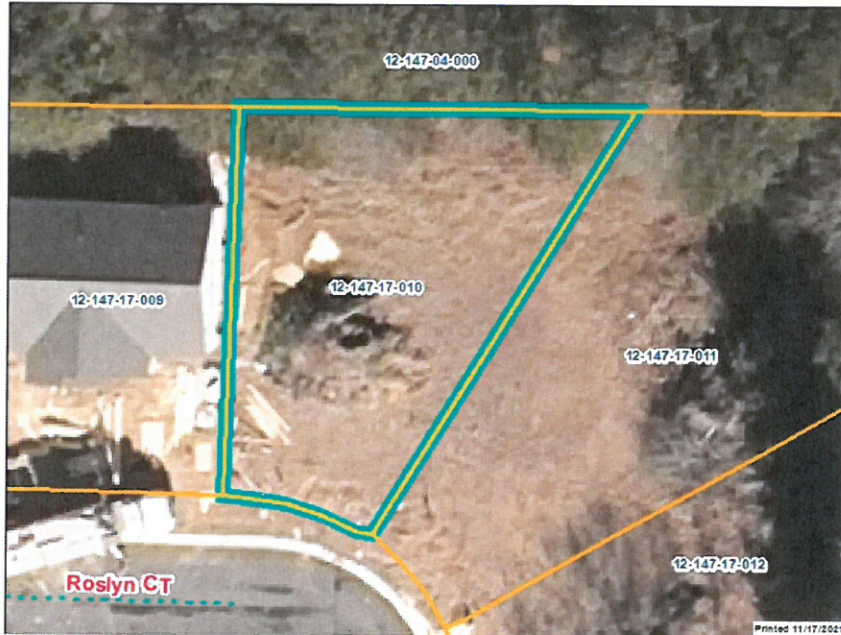
Exemption Information

Homestead 50
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Appeals Information

This parcel does not have any appeals

GIS Quickmap



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

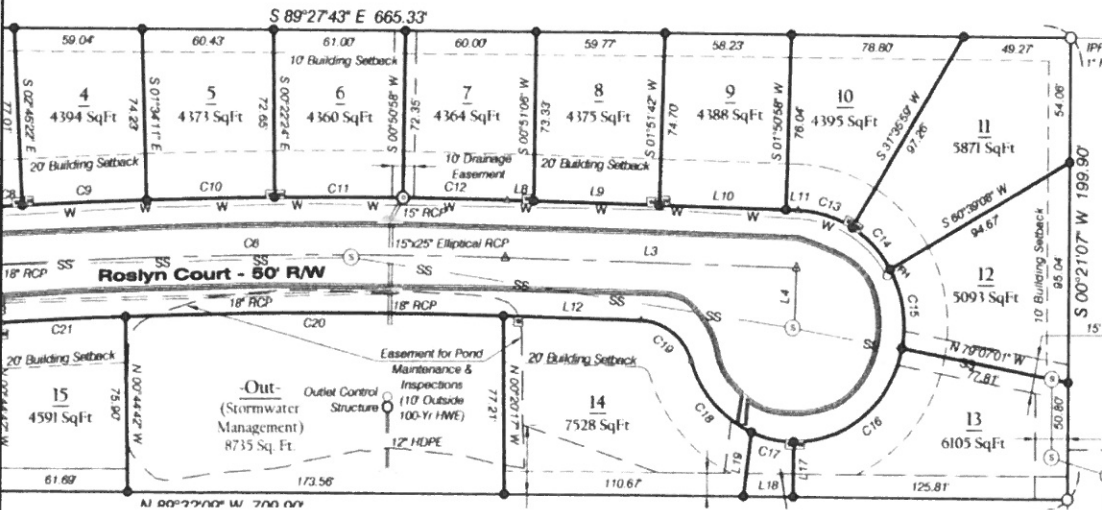
ADODB.Field error '800a0bcd'

Tax Bill Recipient

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

/GIS/WCGIS/parceldetail.asp, line 607

Borrower or Owner McDonald, John
Property Address 203 Roslyn Ct
City Dalton County Whitfield State GA Zip Code 30720
Client TennesseeValley Federal Credit Union

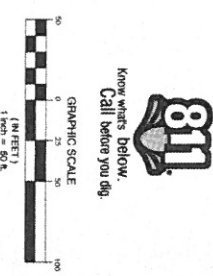


filed & e-recorded
 DATE: 7/13/2020
 TIME: 1:27 PM
 PLAT BOOK: 000006
 PAGE: 01572
 RECORDING FEES: \$10.00
 PARTICIPANT ID: 6348695276
 CLERK: Melica Kendrick
 Whitfield County, GA

RESERVED FOR THE CLERK OF SUPERIOR COURT

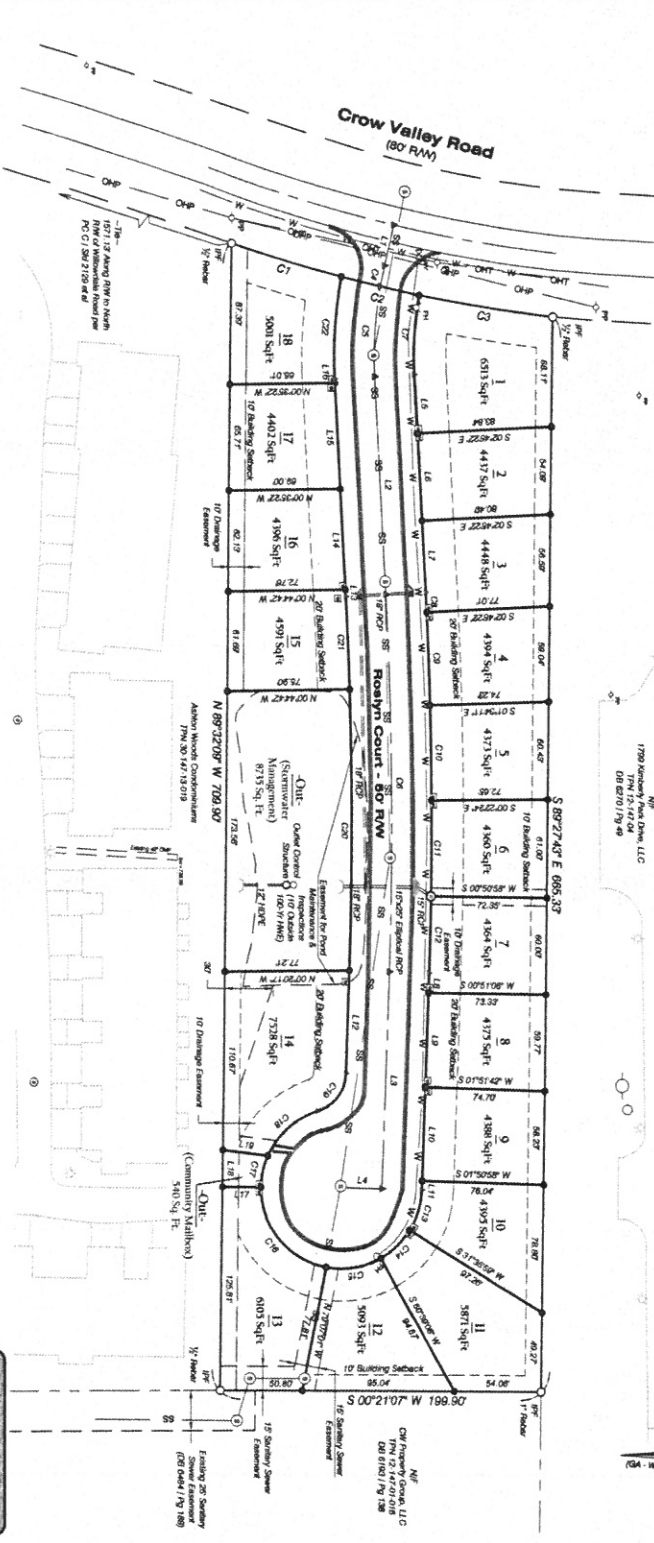
CHORD RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	818.56	50.78	N 17.5423° E	4.7876°
C2	818.56	50.78	S 72.4577° E	4.7876°
C3	818.56	84.61	N 80.7522° E	57.640°
C4	250.00	13.11	N 78.4193° E	37.0070°
C5	250.00	55.92	S 89.5811° E	12.4800°
C6	225.00	48.18	S 87.6312° E	12.5880°
C7	225.00	48.18	N 87.6312° E	12.5880°
C8	271.99	12.35	N 87.9214° E	11.112°
C9	271.99	51.41	N 87.9214° E	50.48°
C10	271.99	58.46	S 87.9214° E	50.48°
C11	271.99	41.67	S 87.9214° E	11.112°
C12	56.00	23.95	S 72.4577° E	29.0441°
C13	56.00	23.95	S 72.4577° E	29.0441°
C14	56.00	29.45	S 67.5423° E	14.000°
C15	56.00	29.45	S 67.5423° E	14.000°
C16	56.00	29.45	N 67.5423° E	14.000°
C17	56.00	29.45	N 67.5423° E	14.000°
C18	56.00	42.72	N 67.5423° E	48.5754°
C19	56.00	42.72	N 67.5423° E	48.5754°
C20	221.99	51.41	S 72.4577° E	11.1230°
C21	221.99	51.41	S 72.4577° E	11.1230°
C22	275.00	83.38	N 89.2422° W	137.2719°

LINE BEARING	DISTANCE
L1	S 77.1000° E 21.89
L2	N 89.5811° E 134.72
L3	S 89.5811° E 134.72
L4	N 89.5811° E 134.72
L5	N 89.5811° E 134.72
L6	N 89.5811° E 54.00
L7	S 89.5811° E 54.00
L8	N 89.5811° E 54.00
L9	S 89.5811° E 54.00
L10	S 89.5811° E 54.00
L11	S 89.5811° E 54.00
L12	N 89.5811° E 54.00
L13	N 89.5811° E 54.00
L14	S 89.5811° W 61.96
L15	S 89.5811° W 61.96
L16	S 89.5811° W 61.96
L17	S 89.5811° W 61.96
L18	N 89.5811° W 22.85
L19	N 89.5811° W 22.85
L20	N 89.5811° W 22.85
L21	N 89.5811° W 22.85
L22	N 89.5811° W 22.85
L23	N 89.5811° W 22.85
L24	N 89.5811° W 22.85
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L26	N 89.5811° W 22.85
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L80	N 89.5811° W 22.85
L81	N 89.5811° W 22.85
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L94	N 89.5811° W 22.85
L95	N 89.5811° W 22.85
L96	N 89.5811° W 22.85
L97	N 89.5811° W 22.85
L98	N 89.5811° W 22.85
L99	N 89.5811° W 22.85
L100	N 89.5811° W 22.85



SYMBOL LEGEND

①	STATIONARY POINT
②	BOUNDARY POINT
③	PROPERTY LINE
④	RIGHT-OF-WAY LINE
⑤	UTILITY LINE
⑥	UTILITY POINT
⑦	UTILITY VALVE
⑧	UTILITY MANHOLE
⑨	UTILITY STRUCTURE
⑩	UTILITY CONNECTION
⑪	UTILITY CROSSING
⑫	UTILITY ENCLOSURE
⑬	UTILITY ENCLOSURE POINT
⑭	UTILITY ENCLOSURE VALVE
⑮	UTILITY ENCLOSURE MANHOLE
⑯	UTILITY ENCLOSURE STRUCTURE
⑰	UTILITY ENCLOSURE CONNECTION
⑱	UTILITY ENCLOSURE CROSSING
⑲	UTILITY ENCLOSURE ENCLOSURE
⑳	UTILITY ENCLOSURE ENCLOSURE POINT
㉑	UTILITY ENCLOSURE ENCLOSURE VALVE
㉒	UTILITY ENCLOSURE ENCLOSURE MANHOLE
㉓	UTILITY ENCLOSURE ENCLOSURE STRUCTURE
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㊿	UTILITY ENCLOSURE ENCLOSURE ENCLOSURE ENCLOSURE ENCLOSURE ENCLOSURE MANHOLE



PROPERTY INFORMATION

OWNER	182118, 821118, 82118
OWNER	DLI, ISM, KEB, WAG
COMPUTED BY	DLI
DATE OF DRAW	5/16/2020
DRAWN BY	DLI
CHECKED BY	DLI
REVISION DATE	02/20/20

DATE/TIME 5/16/2020 1:50:00 PM
SHEET NO. 2/2
TOTAL SHEETS 18/200

LEWIS & ASSOCIATES
 LAND SURVEYING & PLANNING
 P.O. BOX 2046
 DALTON, GA 30722
 (404) 706.278.7518 • (770) 706.529.4513
 info@lewisurvey.com
 www.lewisurvey.com

FINAL PLAT (MAJOR SUBDIVISION)

ROSLYN COTTAGES AT CROW VALLEY

BEING TAX PARCEL NO. 12-147-01-001
 LOCATED IN LAND LOT 147, 12th DISTRICT, 3rd SECTION
 WHITFIELD COUNTY, GEORGIA

LEWIS & ASSOCIATES
 LAND SURVEYING & PLANNING
 P.O. BOX 2046
 DALTON, GA 30722
 (404) 706.278.7518 • (770) 706.529.4513
 info@lewisurvey.com
 www.lewisurvey.com

PUBLIC WORKS DEPARTMENT

BENNY DUNN, DIRECTOR

bdunn@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: Benny J. Dunn 
Interim Public Works Director

RE: Annexation Request

John Isaac McDonald
203 Roslyn Court
0.10 Acres
Parcel Number: 12-147-17-10
Zoning Classification: R-4

DATE: January 28, 2022

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

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

February 2, 2022

David Pennington, III
Mayor, City of Dalton

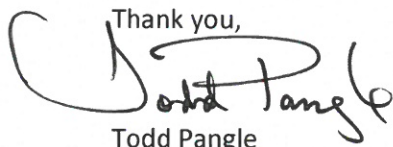
Re: Annexation proposal for parcel #12-147-17-010/ 203 Roslyn Ct.

Greetings,

A review of the proposed listed annexation request has been completed and Dalton Fire Department has no objections to the annexation. We do have a few items to note as well as one consideration to be made.

Annexation for this property was considered and denied when this development was in the design phase. The reason for denial was based upon the developer requesting zero lot lines for the parcels. The development moved forward with the property remaining in the county jurisdiction. As a part of the annexation review for the current request, it was noted the current address for the development is inconsistent with the numbering of city locations surrounding this development and residence. This could lead to confusion when responding to emergency incidents. The other issue is the cul-de-sac does not meet the requirements of IFC 2018 code for required access. The cul-de-sac also was not constructed to meet Whitfield County code as well. Also, as noted in Chief Daniel's analysis, the development is on a zero-lot line which will lead to difficulty in protecting adjacent structures in the event of a fire.

Dalton Fire Department would not oppose annexation of the listed property. We do request the approval of the annexation be contingent on the address being changed to coincide with city addressing of the surrounding area. The proposed address for this location would be 1904 Roslyn Ct. This change takes into consideration for future potential annexation request and the ability to renumber residences according to city addressing requirements.

Thank you,

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

January 27, 2022

Re: Annexation Analysis

Property Address/Parcel: 12-147-17-010 203, Roslyn Ct

Access: Roslyn Ct street addressing does not meet city requirements.

The cul-de-sac does not meet the requirements of the International Fire Code 2018, Section D103.4, Required Access.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

Water Supply: There are two County Hydrants that will provide adequate water supply, however the operating nuts do not meet city requirements.

Property Use: Existing single-family dwelling.

Setbacks: Setback requirements appear to be zero lot line. An exposure fire is likely.

Respectfully,

Matt Daniel
Division Chief
Prevention Division

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



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 • Fax: 706-272-7905

Date: January 26,2022
To: Chief Cliff Cason
From: Captain Barry Woods
RE: 203 Roslyn Ct. Parcel 12-149-17-10

Chief Cason:

I have reviewed the annexation request for 203 Roslyn Ct. Parcel Numbers 12-147-17-10. This property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "B Woods", is written over a light blue horizontal line.

Captain Barry Woods



January 28, 2022

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

RE: Annexation Request for John Isaac McDonald – 203 Roslyn Court (.1 acres)

Dear Mayor Pennington:

As requested in your January 26, 2022, memorandum, Dalton Utilities has reviewed the annexation request of John Isaac McDonald for 0.1 acres +/- located at 203 Roslyn Court. This property is further described as parcel number 12-147-17-10 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater and telecommunications services 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".

Mark Buckner, P.E.



Whitfield County

Board of Commissioners

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

February 18, 2022

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

RE: Tax Parcel No. 12-147-17-10

Dear Mayor Pennington:

At the February 16, 2022 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-147-17-10.

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: 4/4/2022

Agenda Item: The request of the City of Dalton Mayor and Counsel to amend the Unified Zoning Ordinance text in regard to dwelling unit size within the City of Dalton, and to add multi-family residential as a permitted use within the Mixed-Use zone district. (Dalton, Varnell, Whitfield)

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. 22-13

WHEREAS, the City of Dalton has adopted the Unified Zoning Ordinance in conjunction with The City of Varnell and Whitfield County and planning staff for the jurisdiction work to administer it and have identified corrections and clarifications or oversight that should be addressed and made; and

WHEREAS, upon consideration thereof the Dalton Varnell Whitfield County Planning Commission has heard, considered, and recommended to the City of Dalton the within amendments to the text of the Unified Zoning Ordinance and the Mayor and Council find such amendments to be proper and for the general health, safety, and welfare of the citizens of the City of Dalton;

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

-1-

Amend Chart 3-7 of Unified Zoning Ordinance regarding area, floor, setback, yard, and height requirements charging the minimum floor area in the R-7 zone district to provide “70% of the total dwelling units must be 900 SF or larger in the City of Dalton.”

-2-

Amend the Permitted Use Table in the Unified Zoning Ordinance to permit Multi-Family Dwellings in The Mixed Use (MU) zone district.

-3-

The provisions hereof are intended to be severable and in the event a part of this Ordinance is determined to be unlawful or unenforceable by a court of competent jurisdiction such part shall be severed and the remaining parts hereof and of the full Unified Zone Ordinance are intended to have full force and effect.

-4-

All laws or ordinances in conflict herewith are hereby repealed.

ADOPTED and APPROVED on the ____ day of _____, 2022 at a regular meeting of the Mayor and Council.

The foregoing Ordinance received its first reading on _____, 2022 and a second reading on _____, 2022. Upon second reading motion was made by Councilperson _____ with second by Councilperson _____

_____ and upon the question vote was _____AYES, _____NAYS and
the Ordinance DOES/DOES NOT pass.

Mayor

Attest:

City Clerk

The foregoing Ordinance has been published in two (2) public places in the City of Dalton for five (5) consecutive days following adoption effective as of _____, 2022.

City Clerk

**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: March 31, 2022

SUBJECT: The request of the City of Dalton Mayor and Counsel to amend the Unified Zoning Ordinance text in regard to dwelling unit size within the City of Dalton, and to add multi-family residential as a permitted use within the Mixed-Use zone district. (Dalton, Varnell, Whitfield)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 28, 2022 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the proposed text amendments. There were no further questions for Calhoun. Octavio Perez asked Calhoun why there was a minimum dwelling unit size for the City of Dalton that was different than the unincorporated County and Varnell since the three entities are part of the same Unified Zoning Ordinance. Calhoun stated that this provision of the ordinance was created prior to his tenure as the secretary of the Planning Commission and that he was unsure of the reason for the dwelling unit size provision. Perez went on to question the necessity of a minimum dwelling unit size within the City and stated that he felt strongly that it was prohibitive of housing development. Calhoun responded to Perez by noting that the proposed amendment would create more opportunity for one-bedroom units within multi-family developments than currently exists.

Lowell Kirkman did stated that it would be his recommendation that the use for urban dwellings and loft dwellings be stricken as permitted uses within the MU district altogether due to potential administrative confusion.

With no other comments heard for or against, this hearing closed at approximately 7:06pm.

Recommendation:

Chairman Shiflett sought a motion on the proposed Unified Zoning Ordinance text amendments.

Octavio Perez then made a motion to recommend the dwelling unit minimum be removed from the zoning ordinance and to approve the multi-family amendment to the MU district. Mr. Perez's motion died for lack of a second. Eric Barr then made a motion to recommend the text amendments be approved as presented by the staff. Jody McClurg then seconded the motion and a recommendation to approve the text amendments are presented in the staff analysis followed, 2-1 with Octavio Perez voting nay.

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

March 2022

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

The resulting text changes, as proposed, are listed in excerpts (attached) that proposes the corrected text or new zoning. The legal advertisement ran on Friday, March 11, 2022; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at Varnell and Dalton City Halls as of Tuesday March 22, 2022.

Proposed Text Amendments: The proposed text amendments are listed as they appear within the UZO's current text. It remains possible that more amendments may be found, and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process. Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

Staff Recommendation: *The proposed text amendments are recommended for adoption to modify the ordinance text to provide for updated definitions, as well as to allow more reasonable accommodations for certain uses more specifically described below:*

1. Amend the Unified Zoning Ordinance CHART 3-7 regarding area, floor, setback, yard, and height requirements. The suggested amendment would be to change the minimum floor area in R-7 zone district for Multi-family/Condominiums to read that "70% of the total dwelling units must be 900SF or larger in the City of Dalton." Currently all multi-family/condominium units within the City of Dalton must have at least 900SF of floor area. The suggested amendment would create some opportunity for one-bedroom apartment units within the footprint of a larger multi-family development.

2. Amend the Unified Zoning Ordinance permitted use table by allowing Multi-Family Dwellings in the Mixed Use (MU) zone district. Currently this use is not permitted in the MU zone district. Since the district is intended to mix residential and retail uses on the same property, this amendment would create more opportunity for this zone district.