



**MAYOR AND COUNCIL MEETING  
MONDAY, FEBRUARY 17, 2020  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

1. Mayor and Council Minutes of February 3, 2020

**New Business:**

2. Ordinance 20-05  
The request of Ricardo Salaises to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling .57 acres located at 207 S. Glenwood Avenue.
3. Renewal of Statewide Mutual Aid and Assistance Agreement
4. IGA with Whitfield County for First Appearance Bond Hearings
5. IGA for Automatic Aid for Fire Services and First Response
6. COBRA Administration Agreement with ProBenefits, Inc.
7. Renaming a Portion of West Hill Cemetery the "Suitcase Simpson" Section
8. Board Appointments:  
Expired Appointments

**Supplemental Business:**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
FEBRUARY 3, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

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

MINUTES

The Mayor and Council reviewed the Mayor and Council Regular Meeting Minutes of January 21, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION

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

The Mayor and Council proclaimed February 12, 2020 as "Georgia Day" in the City of Dalton and call upon our citizens to celebrate our state's proud and rich heritage on its 287th anniversary.

2020 ALCOHOL BEVERAGE APPLICATION RECOMMENDATIONS

The Mayor and Council reviewed the following 2020 Alcohol Beverage Application Recommendations from the Public Safety Commission:

(3) 2020 ALCOHOL APPLICATION

1. Business Owner: Big's Axe Throwing, LLC  
d/b/a: Big's Axe Throwing, LLC  
Applicant: Roger Paul Melendrez, Jr.  
Business Address: 825 Chattanooga Ave, Suite 13  
Type: Pouring Beer  
Disposition: **New**
  
2. Business Owner: Amtaj Enterprise, Inc  
d/b/a: La Providencia  
Applicant: Amin Tajuddin  
Business Address: 1300 Underwood St  
Type: Package Beer  
Disposition: **New**

2020 ALCOHOL BEVERAGE APPLICATION RECOMMENDATIONS

Continued

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

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

POLICE DEPARTMENT RENEWAL OF FEDERAL EQUITABLE SHARING AGREEMENT

The Mayor and Council reviewed the request to renew the Federal Equitable Sharing Agreement between the United States Department of Justice and Department of Treasury and the City of Dalton Police Department to renew DPD's participation in the Federal Asset Forfeiture Program. On the motion of Council member Harlan, second Council member Goodlett, the agreement was approved. The vote was unanimous in favor.

FIREWORKS DISPLAY AGREEMENT WITH PYROTECNICO FOR JULY 4TH  
FIREWORKS SHOW

The Mayor and Council reviewed the bids for the 2020 July 4<sup>th</sup> Fireworks for Dalton Parks and Recreation. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council accepted the sole bid from Pyrotecnico in the amount of \$23,000 dollars. The vote was unanimous in favor.

ORDINANCE 20-03

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

Developer Bryan Spence presented pictures along with his plans to the Mayor and Council stating that he was going to build approximately 12 owner occupied houses on the 3 acre tract at approximately 1200 square feet per house with a setback of approximately 30 to 35 feet setback to elevate no parking along the East side of Lance Street and the West side of Richardson Street adjacent to the subject tract of land.

ORDINANCE 20-03

Continued

Public Works Director Andrew Parker additionally presented a Street improvement project that was completed in the area whereas sidewalks were installed on one side and curb and gutter on both sides. Parker stated the lane size was increased to 12 feet; all of which gives kids a safe sidewalk to walk to school.

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the request and changed the zoning to R-3 conditioned upon the application be amended to reflect the change in zoning from R-5 to R-3. The vote was unanimous in favor.

Council member Goodlett asked if the agreed upon parking arrangements can be included in the motion which included the developer agreeing to using a setback of more than the required 25 feet to give additional parking.

Public Works Director Andrew Parker stated that this item will be on the next Public Works Committee agenda and will then be brought back to the Mayor and Council.

ORDINANCE 20-04

The Mayor and Council reviewed the request the request of Clark Smith to rezone from Light Manufacturing (M-1) to General Commercial (C-2) a tract of land totaling .57 acres located at 616 Glenwood Place, Dalton Georgia. Parcel (12-238-07-010). On the motion Council member Harlan, second Council member Crews, the rezoning request was approved. The vote was unanimous in favor.

BOARD APPOINTMENTS

Mayoral Appointments

On the motion of Council member Crews, second Council member Goodlett, the Council voted to appoint Council member Annalee Harlan as Mayor Pro-tem. **The vote was unanimous in favor.**

Expired Appointments

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council appointed Dr. Luis M. Viamonte to fill the unexpired term of Commissioner Keith Whitworth. The vote was unanimous in favor.

Miscellaneous Appointments

(1)On the motion of Council member Waugh, second Council member Goodlett, the Mayor and Council appointed Benny Dunn to the Airport Authority to place Rip Johnston. The vote was unanimous in favor.

(2)On the motion of Council member Waugh, second Council member Goodlett, the Mayor and Council reappointed Kathryn Sellers to the Historic Preservation Commission. The vote was unanimous in favor.

## SUPPLEMENTAL BUSINESS

### GENERAL APPEARANCE OF THE CITY

Mayor Pennington addressed the Council and audience regarding the negative general appearance of the City stating that he had received numerous calls to clean the streets of Dalton whereas some are dumping construction debris and other prohibited waste materials to be picked up by Public Works. Mayor Pennington stated that the Mayor and Council is asking that current City Code 94-29 © be enforced.

#### Sec. 94-29. - Collection of refuse from residential property

In part..... (c)Limitations. *The public works department shall not collect the following items of refuse:(1)Tires.(2)Paint and paint-related products in a liquid form.(3)Construction debris, demolition debris, and roofing material.(4)Refuse generated from commercial activity.(5)Refuse generated by a person for hire, other than the residential property owner or lessee, who receives compensation for such hire or work.(6)Brush, stumps, tree trunks and limbs, and rocks which result from ground clearing, grading, or other activities involving the use of heavy equipment and machinery.(e)Penalty. Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7. The director of public works is authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.*

After a lengthy discussion the Mayor and Council agreed to:

1. Enforce the Ordinance
2. Make a provision for hardship cases
3. Educate the public prior to strict enforcement

Public Works Director Andrew Parker stated that at the next Public Works Committee, he will place on the agenda solutions for hardship cases and determine if there are other prohibited items that should be added to the current ordinance.

Mayor Pennington stated the Mayor and Council will be organizing a Committee for beatification of the City and are looking for volunteers in various neighborhood to help.

Mayor Pennington additionally thanked Police Chief Cliff Cason and Public Works Director Andrew Parker for the due diligence to clean several unsightly areas of the city.

Mayor and Council  
Minutes  
Page 5  
February 3, 2020

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:41 p.m.

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Bernadette Chattam  
City Clerk

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David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/17/2020

**Agenda Item:** The request of Ricardo Salaises to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling .57 acres located at 207 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-219-21-012) (City)

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

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

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

See other attachments

CITY OF DALTON  
ORDINANCE  
Ordinance No. 20-05

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To General Commercial (C-2) Being A Tract Of Land Totaling 0.57 Acres Located At 207 S. Glenwood Avenue Identified As Parcel No.: 12-219-21-012; To Provide An Effective Date; And For Other Purposes.

WHEREAS, Ricardo Salaises (Owner) has filed an application with the City to rezone property described as 207 S. Glenwood Avenue identified as Parcel No.: 12-219-21-012 (the Property);

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

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on January 27, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 207 S. Glenwood Avenue identified as Parcel No.: 12-219-21-012 (the Property) is hereby rezoned from Heavy Manufacturing (M-2) to General Commercial (C-2) without conditions.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect

the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

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

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON

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

**MEMORANDUM**

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

**FROM:** Jim Lidderdale  
Chairman

**DATE:** January 29, 2020

**SUBJECT: The request of Ricardo Salaises to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling .57 acres located at 207 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-219-21-012) (City)**

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

The petition was represented by Ricardo Salaises.

**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. Chairman Lidderdale confirmed with Mr. Calhoun that there are no viable options to create a suitable buffer along the southeastern boundary of the subject property due to the existing building's placement. There were no further questions for Mr. Calhoun.

Ricardo Salaises noted the history of the structure may have formerly been a small textile manufacturing business based on some antiquated equipment found in the building. He went on to state that his interest in the property is to utilize the existing structure for a special event venue. Chairman Lidderdale asked if Mr. Salaises planned to develop a gravel or paved parking area, and Mr. Salaises stated that he intends on utilizing a gravel parking area until funds exist to invest in paving the parking area. Chairman Lidderdale then confirmed with Mr. Salaises that he understands the issue of the building lying within the setback as well as the required buffer along the remaining eastern boundary of the subject property. Mr. Salaises mentioned that he had been in conversation with the owner of the undeveloped eastern adjacent tract, which may solve the long-standing buffer issue provided Mr. Salaises is able to purchase said tract of land.

Larry Ingle stated that while he had no specific opposition to the rezoning, he did have some concerns regarding his adjacent property across McCune St. Mr. Ingle noted his businesses location and his concerns that the proposed use of the subject property may create the need for additional parking beyond the capacity of the subject property. He went on to state that he was concerned with patrons of the subject property utilizing his property's parking area as overflow for after-hour events. Mr. Ingle clarified that his primary concern of his property being utilized for overflow parking was based mostly upon his concern with litter.

Jessica Hocker, accompanied by her husband, stated that she was concerned with the consumption of alcohol and after-hours noise generated from the proposed events. She was also concerned that th

subject property would become a dance hall like business with regular hours and crowds. Mr. Salaises stated that during his earlier conversations with the building department officials, that there would be enough parking area for the subject property to be able to meet the ordinance's minimum standards for parking spaces. He went on to state that the proposed event center is proposed only for special events such as birthday parties, rather than a business with regular hours opened to the general public.

With no other comments heard for or against this hearing closed at 7:05

**Recommendation:**

Chairman Lidderdale sought a motion on the requested C-2 rezoning. Mr. DeLay stated that the requested rezoning would be a significant reduction in intensity of potential uses for the subject property. **Mr. Sanford then made a motion to recommend an approval for the C-2 rezoning based on his agreement with the content of the staff analysis. Mr. Thomas then seconded the motion and a unanimous recommendation to approve the requested C-2 rezoning followed, 4-0.**

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

**ZONING CASE:** Ricardo Salaises is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land (parcel 12-219-21-012) containing a total of 0.57 acres located at 207 S. Glenwood Ave. The tract is currently developed with a small commercial structure. The rezoning request to C-2 is sought to serve the purpose of allowing the petitioner to utilize the property as an event center rather than for manufacturing:

The surrounding uses and zoning are as follows: 1) to the north, across Hagan St., is an undeveloped tract zoned C-2; 2) to the east, are two adjacent tracts within the R-3 Medium Density Single Family Residential zone district. One of the eastern adjacent tracts contains a single family dwelling while the other is undeveloped; 3) to the south, across McCune St., are three adjacent undeveloped tracts zoned C-2. ; 4) To the west, across S. Glenwood Ave., is a tract zoned C-2 containing a historic manufacturing structure. A review of the zoning map and land use indicates that this area is a convergence of urban residential and commercial land use.

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

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad January 10, 2019 (16 days notice)			
	2. Property posted January 10, 2019 (Yes -- one sign on the lot frontage; 16 days notice.)			
C.	Has a plat been submitted showing a subdivision of land?	—	<u>X</u>	—
D.	The following special requirements have an impact on this request:			
	<b>100-year flood plain</b> (land is filled to the 100-year flood level)	—	<u>X</u>	—
	<b>Site Plan</b> (none required)	—	<u>X</u>	—
	<b>Buffer Zones</b> (none required)	—	<u>X</u>	—
	<b>Soil Erosion/Sedimentation Plan</b>	—	<u>X</u>	—
	<b>Storm Water Requirements</b>	—	<u>X</u>	—

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

In this area of the City of Dalton there is a clearly established pattern of commercial and residential development. The pattern of commercial development seems to be concentrated around Glenwood Ave, while the majority of residential development appears to be concentrated on the lesser-travelled collector streets east of Glenwood Ave. The subject property itself is an island of heavy manufacturing with no adjacent manufacturing structures or practices in place at this time. While manufacturing once existed in this area of the City, development patterns have since changed largely based upon standards within the manufacturing industry that require larger, modern structures that are not typically feasible or financially prudent in this area of the City.

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

The M-1 and C-2 zone districts, as stated previously, are not significantly dissimilar. The established pattern of development in this area is very much reflected by the zoning in the area and, therefore, this C-2 rezoning would not introduce or expand a character of land use that does not already exist in this vicinity. There are, however, adjacent residential properties along the entire eastern boundary of the subject property that stand to be affected by the future use of the subject property that must not be ignored. Considering that the existing structure on the subject property has existed for several decades with no buffer between the building and adjacent residential property, a C-2 rezoning would not fully address the ongoing buffer issue based on the petitioner's intent for adaptive re-use of the existing structure as a commercial building. The remainder of the subject property that borders the adjacent R-3 properties would be required to satisfy the UZO's buffer requirements in order to mitigate the sight and sound impacts to those adjacent residential properties.

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

The primary structure on the subject property was engineered for light manufacturing. It is worth stating that the existing structure on the subject property is rather limited in size for most types of heavy manufacturing uses and, the subject property's overall size, location, accessibility, and existing structure appear to be better suited for a commercial use rather than manufacturing. The uses permitted within the C-2 zone district are a much better fit for the existing structure on the subject property.

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

NA

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

Generally speaking, the impact on utilities and public infrastructure is higher for manufacturing uses than commercial uses when variables such as site footprint are equal. Commercial uses do tend to create heavier traffic volumes than light manufacturing uses but, in the case of the subject property there is direct access onto two local collector streets within a commercial area of the City.

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

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

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

None identified. This rezoning, if approved, would simply enlarge the C-2 zone district and eliminate an island of M-2 zoning.

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

N/A

## **CONCLUSION:**

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

1. The C-2 zone district is well-established in this area of the City;
2. No adverse impact is expected for the adjacent and nearby properties considering

the existing development patterns and character of the subject property and buffer requirements for the C-2 to R-3 convergence;

3. The existing structure on the subject property is much better suited for commercial use rather than manufacturing which is supported by the Comprehensive Plan and Future Development Map.

# Salaises Rezoning Request

## M-2, Heavy Manufacturing

to

## C-2, General Commercial

### City of Dalton Jurisdiction



#### ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  General Commercial (C-2)
-  Central Business District (C-3)
-  Transitional Commercial (C-4)
-  Heavy Manufacturing (M-2)

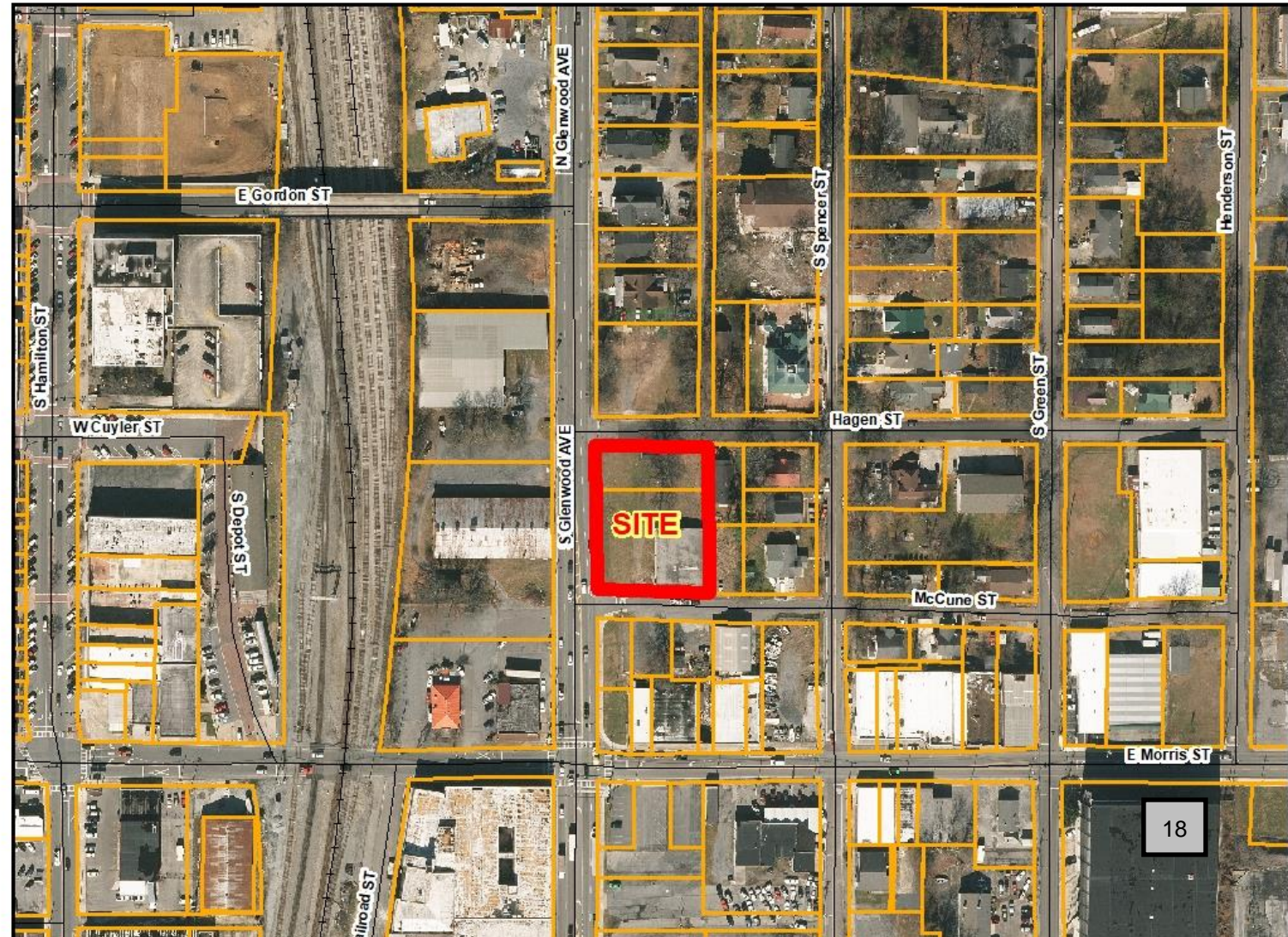
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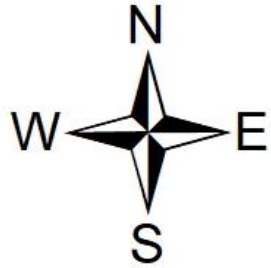
# Salaises Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



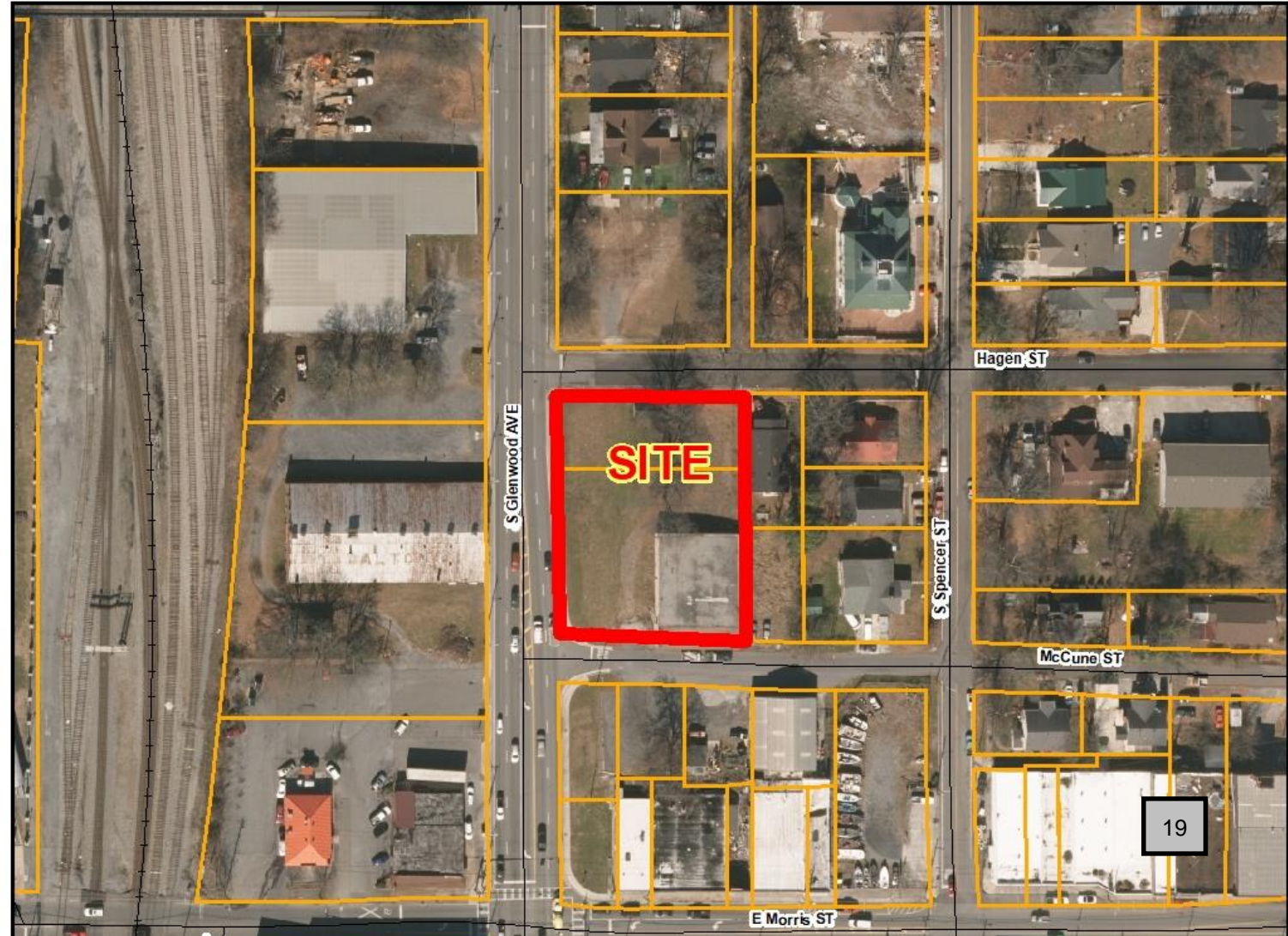
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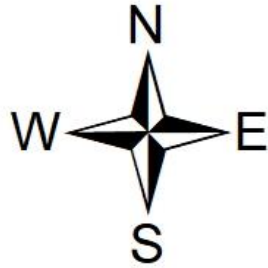
# Salaises Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



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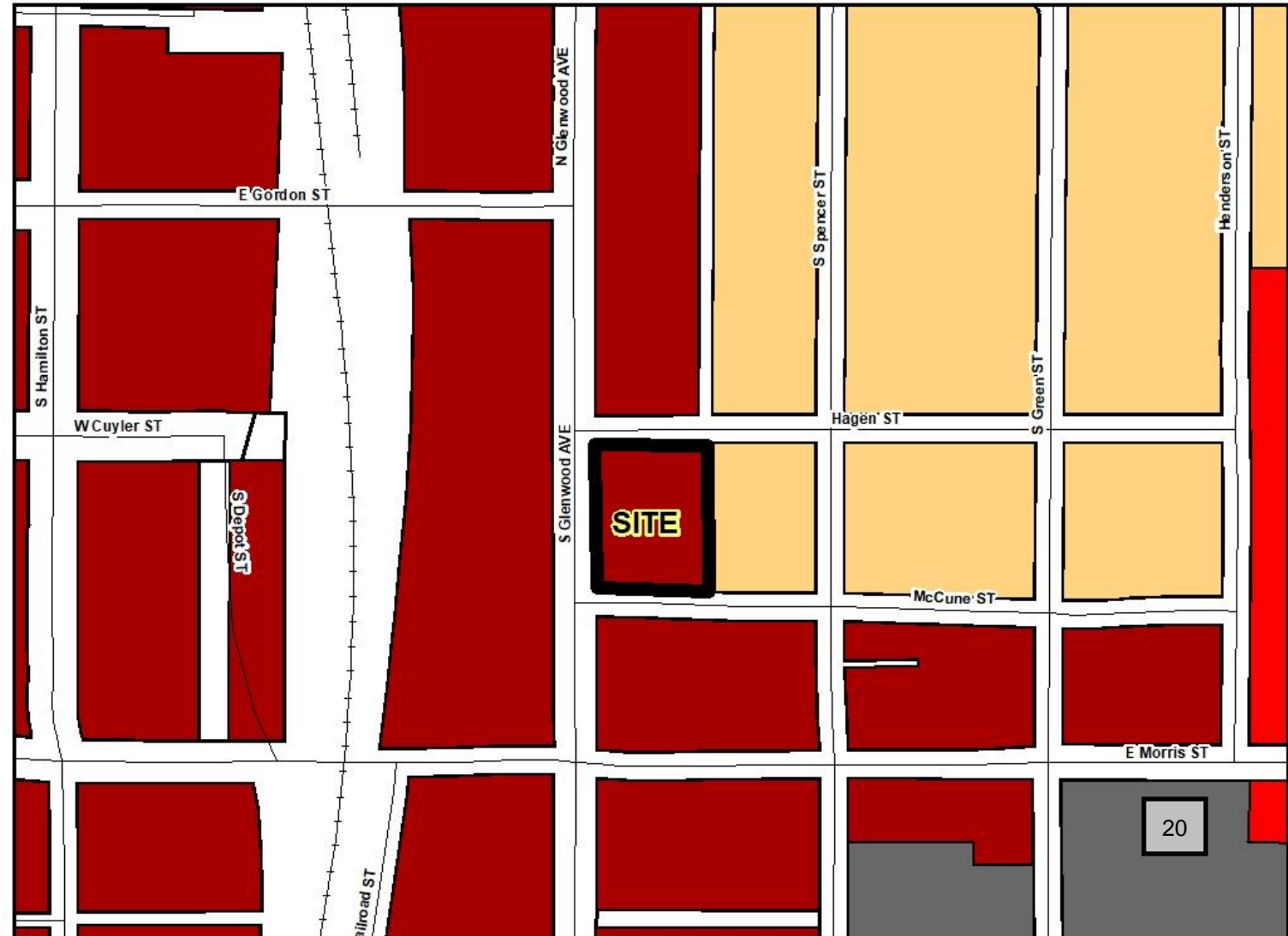
# Salaises Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



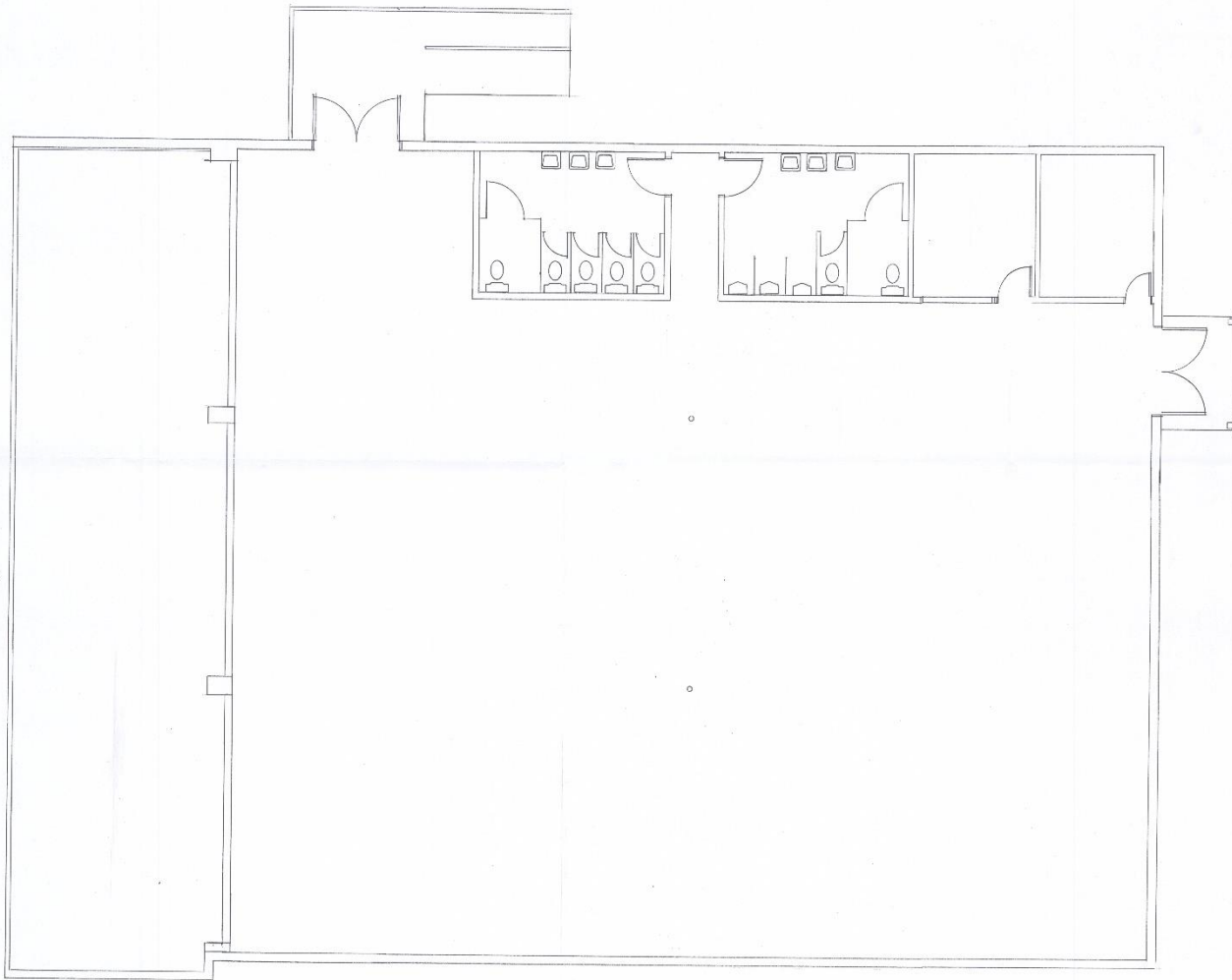
## FUTURE DEVELOPMENT MAP

-  Commercial
-  Downtown/Town Center
-  Industrial
-  Town Neighborhood Revitalization

Feet  
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BUILDING AREA & PERSONAL CALCULATIONS  
 • BUILDING DIMENSIONS 98'x65' = 6370 SF  
 LESS NEW REAR & SOURCE 4750 SF  
 5520 SF  
 • QUOTE PLANS ON TABLES & CHAIRS. CALCULATE OCCUPANCY LOAD AT 15 @ 110 LBS  
 TOTAL OCCUPANCY = 220 LBS = 367  
 124 MALES & 124 FEMALES  
 250 LBS 1 WATER CLOSET/TOILET PER 40  
 210 LBS 1 MALE & FEMALE  
 200 LBS 1 MALE & FEMALE  
 • 6000 LBS 10000  
 2000 LBS 3000 LBS  
 7-00' x 0.2 = 140 PERSONS



NEW CONSTRUCTION  
 SCALE: 1/4" = 1'-0"

REVISIONS	BY

PROVIDENCE ENGINEERING, PC  
 Frank M. Hopwood, PE - President/Engineer  
 1100 North Main Street  
 Dalton, Georgia 30720  
 (706) 428-9938

RICARDO SALAZAR  
 1100 North Main Street  
 Dalton, Georgia 30720

DRAWN	FILE
CHECKED	
DATE	08/16/2019
SCALE	AS SHOWN
JOB NO.	
SHEET	
NC2.1	
OF	SHEETS



207 S. Glenwood Rezoning Request



207 S. Glenwood Rezoning Request



207 S. Glenwood Rezoning Request



207 S. Glenwood Rezoning Request



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2-17-2020

**Agenda Item:** Renewal of Statewide Mutual Aid and Assistance Agreement

**Department:** Administration

**Requested By:** Jason Parker

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

**Cost:** N/A

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

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

**Purpose:**

- Provide an agreement in advance of an emergency for the rapid and efficient deployment of resources in all types of emergency
- Designate City of Dalton members who may request mutual aid and assistance

**Important Points:**

- Assistance may be requested from GEMA and/or another participating county or municipality; and the City of Dalton may be requested by GEMA and/or another participating county/municipality
- City employees who render aid to a requesting party have immunity from liability
- City employees still act under City of Dalton policy and procedure

**Reimbursement**

- If the City of Dalton uses resources while rendering aid to another county/municipality, it may request reimbursement within 60 days
- Likewise, if Dalton requests aid, the responding party(s) may request reimbursement from Dalton within 60 days

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Dalton

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

## ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Chief Executive Officer - Signature	Mayor David Pennington III Chief Executive Officer – Print Name

County/Municipality: City of Dalton

Date: 2 / 17 / 2020

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
GEMA/HS Director – Signature	GEMA/HS Director – Print Name

Date:            /            /

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Dalton (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Cliff Cason	Chief of Police
Print Name	Job Title/Position

---

Signature of Above Individual

Todd Pangle	Fire Chief
Print Name	Job Title/Position

---

Signature of Above Individual

Andrew Parker	Public Works Director
Print Name	Job Title/Position

---

Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: 2 / 17 / 2020

Mayor David Pennington III

---

Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for City of Dalton  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Job Title/Position

Signature of Above Individual

Job Title/Position

Signature of Above Individual

Job Title/Position

Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: 2 / 17 / 2020

Mayor David Pennington III

---

Chief Executive Officer – Print Name

## FAQs

### **Why do I need to do this?**

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity

### **What other jurisdictions are involved?**

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

### **What kind of assistance are we talking about?**

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

### **Who will our resources be working for?**

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

### **What if my jurisdiction doesn't want to send resources?**

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

### **What about liability and reimbursement?**

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

### **What if my jurisdiction wants to withdraw from this agreement?**

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	2-17-2020
<b>Agenda Item:</b>	Intergovernmental Agreement with Whitfield County for First Appearance Bond Hearings
<b>Department:</b>	Administration & Municipal Court
<b>Requested By:</b>	Jason Parker
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	Increase from \$10 per hearing to \$15 per hearing
<b>Funding Source if Not in Budget</b>	Municipal Court Budget

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

#### Purpose:

- Pursuant to a request from Chief Magistrate Chris Griffin to update the expired agreement, and increase the per-inmate charge to City

#### Important Points:

- Judge Griffin is requesting an increase from \$10 per inmate hearing to \$15 per inmate hearing to help cover the cost of interpreters, and increasing overhead of administration of the hearings
- A hearing is required by law within 48 hours of confinement if bond has not been made
- Per the agreement, the Magistrate Judges handle the hearings daily in place of Municipal Judge, including weekends
- In 2019 City paid \$4100 for 1st appearance hearings (approximately 410 hearings)

**STATE OF GEORGIA  
COUNTY OF WHITFIELD**

**INTERGOVERNMENTAL AGREEMENT REGARDING**

**FIRST APPEARANCE BOND HEARINGS**

THIS AGREEMENT made and executed this 17 day of February, 2020, by and between Whitfield County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as “County”, the Whitfield County Magistrate Court, hereinafter referred to as “Court”, and the City of Dalton, a Georgia municipal corporation, hereinafter referred to as “City”.

**RECITALS**

1.

City operates Dalton Municipal Court, which is required by law to provide first appearance bond hearings for its detainees within forty-eight (48) hours of incarceration (hereinafter referred to as “Hearings”).

2.

Because City presently contracts with a part-time judge, the scheduling of the Hearings on a regular and expedited basis is difficult to manage from time to time.

3.

Court regularly conducts similar Hearings on behalf of County and the Sheriff’s Office in its role as the Whitfield County Magistrate Court.

4.

Pursuant to O.C.G.A § 15-10-150 et seq., the governing authority of any county may contract with the governing authority of any municipal corporation for the Magistrate Court of the county to

provide municipal court services. Such Agreement is subject to the approval of the governing authority and the Chief Magistrate Judge of said County.

THEREFORE, IT IS HEREWITH AGREED, AS FOLLOWS:

5.

County and Court hereby agree to provide first appearance bond hearings for defendants detained at the Whitfield County Jail whose cases are pending in the Dalton Municipal Court, in accordance with all requirements set forth under applicable law.

6.

City shall pay County Fifteen dollars (\$15.00) per inmate for whom such First Appearance Bond Hearing services are provided. County shall account for all such services and provide County a written record monthly. County shall thereafter bill City monthly with payment being due within fifteen (15) days of receipt.

7.

Court shall provide qualified interpreters at the First Appearance Bond Hearing for any case in which the Court determines is necessary at county expense.

8.

Court personnel shall have the authority to act as personnel and officers of the Dalton Municipal Court, pursuant to O.C.G.A § 15-10-152. Court shall have discretion to set bonds as it shall deem appropriate, under the facts and circumstances of each case..

9.

Nothing herein shall limit the Dalton Municipal Court from conducting any first appearance bond hearings during the pendency hereof. Court agrees that it may provide assistance to City by

conducting said hearings, as required by the City for City to maintain compliance with all applicable laws in this regard.

7.

The term of this intergovernmental agreement shall continue from year to year and may be terminated by Court, County, or City upon sixty (60) days written notice to the other parties for any reason or no reason. However, in accordance with O.C.G.A § 15-10-151, this agreement shall not extend beyond the term of the undersigned Chief Magistrate, which is presently December 31, 2020.

SO AGREED upon the date first written hereinabove.

CITY OF DALTON, a Georgia Municipal Corporation

By: \_\_\_\_\_  
David Pennington, Mayor

Attest: \_\_\_\_\_  
Clerk

WHITFIELD COUNTY, a political subdivision of  
the State of Georgia

Attest: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Lynn Laughter, Chairperson  
Whitfield County Board of Commissioners

MAGISTRATE COURT OF WHITFIELD COUNTY

By: \_\_\_\_\_  
Hon. Chris Griffin  
Chief Magistrate Judge



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 2/17/2020

**Agenda Item:** Automatic Aid For Fire Services and First Response - IGA - 2020

**Department:** Fire Department

**Requested By:** Todd Pangle

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

**Cost:** N/A

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

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

This is an agreement that will be entered into by both city and county governments as part of the IGA. This agreement establishes an automatic aid agreement between the respective fire departments for services in specific areas.

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**AUTOMATIC AID FOR FIRE SERVICES AND FIRST RESPONSE**

This Agreement (hereinafter the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Dalton, Georgia, a Georgia municipal corporation, and Whitfield County, Georgia, a political subdivision of the State of Georgia, (which are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City of Dalton and Whitfield County are contiguous jurisdictions; and

**WHEREAS**, the City of Dalton and Whitfield County each maintain and staff a fire department for the purpose of fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and support services; and

**WHEREAS**, the City of Dalton and Whitfield County have determined that it is to their, and the citizens of each local government, mutual advantage and benefit to render supplemental fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and/or support assistance to the other Party in the event of a fire, medical emergency, hazardous material release, or technical rescue incident or other local emergency, and to take part in joint training exercises; and

**WHEREAS**, it is the desire of the Parties hereto to enter into this Agreement for Automatic Aid and First Response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq., “The Georgia Mutual Aid Act.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

**ARTICLE I - AUTOMATIC AID AND FIRST RESPONSE**

**Paragraph 1.0** The Parties have established mutually beneficial response areas which exists within and up to certain feasible boundary limits as designated and agreed upon by Whitfield County Fire Chief and the City of Dalton Fire Chief. Said agreed upon bounds are attached and incorporated into the Agreement as Appendix A. This area will hereinafter be referred to as the “response areas.” These response areas may be changed to reflect additions or deletions with the written approval of both Parties. The governing authorities of each Party hereby authorize their respective Fire Chiefs to mutually designate by addition or deletion the applicable response areas.

**Paragraph 1.1** The level of Automatic Aid to be provided shall be determined at a level mutually agreed upon by the City of Dalton Fire Chief, or designee, and the Whitfield County Fire Chief, or designee. Upon approval from the Fire Chief or designee providing aid, the Party providing Automatic Aid shall determine the actual amount of equipment and staff it will supply or make available for each incident type, based upon the available personnel, equipment and local conditions at the time of the emergency, taking into consideration those resources necessary to meet the current or anticipated needs of the that Party's own political subdivision to remain in compliance with such Party's policy, rule or law.

**Paragraph 1.2** The dispatchers for the Parties will dispatch his/her department's pre-assigned apparatus simultaneously. When dispatching apparatus to a location involving the use of Automatic Aid, each Party's dispatcher will make the other Party and responding personnel aware that the response involves Automatic Aid.

**Paragraph 1.3** Personnel who are furnished will work under their own supervisors and with their own equipment to the extent possible.

**Paragraph 1.4** All general direction relative to the work will be given by the appropriate personnel of the Party receiving the aid. [The assisting Party's personnel will continue under the command and control of their own supervisors, but will be under the operational control of the requesting Party unless the assisting Party approves an alternative.]

**Paragraph 1.5** It is further agreed that, to the extent necessary as determined and agreed upon by the Fire Chiefs for each Party, the Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy.

## **ARTICLE II – LIABILITY**

**Paragraph 2.0** There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

**Paragraph 2.1** For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.

**Paragraph 2.2** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual involvement incurred while providing automatic aid.

**Paragraph 2.3** Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

### **ARTICLE III – COMPENSATION**

**Paragraph 3.0** Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

**Paragraph 3.1** The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

**Paragraph 3.2** Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

**Paragraph 3.3** Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

### **ARTICLE IV - RELEASE OF CLAIMS**

**Paragraph 4.0** Except as provided for in Paragraph 2.2 above, and to the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other Party during the provision of service pursuant to this Agreement.

### **ARTICLE V - INJURIES TO PERSONNEL**

**Paragraph 5.0** Any damage or other compensation which is required to be paid to any fire department employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

### **ARTICLE VI - NO BENEFIT TO THIRD PARTIES**

**Paragraph 6.0** This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

## **ARTICLE VII - TERM OF AGREEMENT**

**Paragraph 7.0** This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue for a period of 5 years until December 31 of the fifth calendar year. The Fire Chiefs of the Parties shall review this Agreement annually. The Agreement shall be renewed every 5 years by the Parties until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

**Paragraph 7.1** Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

## **ARTICLE VIII - STANDBY OF EQUIPMENT**

**Paragraph 8.0** Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

## **ARTICLE IX – ADMINISTRATION**

**Paragraph 9.0** It is agreed by each of the Parties that for the purpose of liaison and administration, the City of Dalton Fire Chief and the Whitfield County Fire Chief shall be jointly responsible.

## **ARTICLE X – CONSTRUCTION**

**Paragraph 10.0** Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other automatic aid agreement as specifically provided by the laws of the State of Georgia.

## **ARTICLE XI - ENTIRE AGREEMENT**

**Paragraph 11.0** This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 11.1** This Agreement shall be the sole instrument for the provision of automatic aid for emergency services between the Parties.

## **ARTICLE XII - SEVERABILITY OF TERMS**

**Paragraph 12.0** In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XIII - GOVERNING LAW**

**Paragraph 13.0** This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

**CITY OF DALTON, GEORGIA**

**WHITFIELD COUNTY, GEORGIA**

\_\_\_\_\_  
Mayor, City of Dalton

\_\_\_\_\_  
Chairman, Whitfield County BOC

\_\_\_\_\_  
Fire Chief, City of Dalton

\_\_\_\_\_  
Fire Chief, Whitfield County

**Attest:**

**Attest:**

\_\_\_\_\_  
Clerk, City of Dalton

\_\_\_\_\_  
Clerk, Whitfield County

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, City of Dalton

\_\_\_\_\_  
County Attorney, Whitfield County

## **APPENDIX A**

### **Response Areas**

#### **City of Dalton providing aid to Whitfield County**

##### **Station 1**

Cleo Way  
Covie Dr  
Hickory St  
Lida St  
Walston Ave  
Whitehouse Ct

##### **Station 2**

Any incidents along Walnut Ave. between Thornton Ave and the traffic light in front of Wal-Mart at 2545 E Walnut Ave.

##### **Station 3**

100-1352 Haigmill Lake Rd  
1500-1900 Crow Valley Rd  
Broadrick Dr  
Drake Rd  
King Rd  
Mallard Rd  
Old Haigmill Rd  
Shiloh Way  
I- 75 Northbound and Southbound from Exit 336-341, and 336 Southbound to 333 Chattanooga Rd/North Bypass  
From Old Chattanooga/Chattanooga Rd intersection (just north of the Rocky Face Post Office) to Cleveland Hwy/Hwy 71

##### **Station 4**

Brier Dr  
Brook Way  
Brookview Dr  
Brookview Ln  
Cascade Way  
Courtland Dr  
Courtland Ln  
Dug Gap Rd (1300 - 2032)  
Eagle Point Dr  
East Brookhaven Cir  
East Dug Gap Mtn Rd  
Forest Ln  
Harris Dr

Station 4 (cont.)

Hemlock St Holland Ave  
I -75 Southbound Exit 333 -328 I-75  
Northbound Exit 328-336 Jackson Ave  
Katlau Dr  
Lacey Ln  
Laurel Ln  
Market St (Outlet Mall)  
Mineral Springs Rd  
Mountain Brook Dr  
Pearson Dr  
Prospect Way  
S. Tibbs Rd  
Shields Rd  
Sourwood Dr  
Southcrest Dr  
Valleybrook Dr  
Villa Way  
Wabash Dr  
West Brookhaven Cir  
West Dug Gap Mtn Rd  
Wildwood Lane  
Wisteria Dr  
Wren Way

Station 5

North Bypass / 52 Connector  
From Cleveland Hwy/Hwy 71 to East Walnut Ave on the Bypass  
3201N Bypass – Engineered Floors distribution center

## **Whitfield County providing aid to City of Dalton**

### **Station 1**

Centennial Pkwy  
Autumn Ct  
Sienna Dr  
Thistle Dr  
Goldenrod Ln  
Periwinkle Way  
Heather Way  
Roberts Dr  
Pleasant Grove Dr NE  
Dawnville Rd

### **Station 8**

Airport Rd  
Airport Rd SE  
Frye Rd  
Parker Rd  
Gaines Rd SE

### **Station 9**

Millstone Cir  
Quantum Way  
N. Goose Hill Rd  
S. Wildberry Rd  
Wildberry Rd  
S. Goose Hill Rd  
Woods Pt  
Stoney Run  
Pintail Cir  
W. Bucks Bluff  
Overlook Trl  
Mill Creek Rd SW  
Old Crider Rd

\*For incidents that are typically single unit responses (e.g., medical incidents), dispatch will send the closest station only, unless that unit is not available. When the closest unit is unavailable, the responsible department will be dispatched according to regular alarm assignments. Incidents on Interstate 75 are excluded from this disclaimer.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** February 17, 2020

**Agenda Item:** COBRA Administration Agreement

**Department:** Human Resources

**Requested By:** Greg Batts

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

**Cost:** -0-

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

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

Agreement to provide COBRA administration services for the City's health plan

# SERVICE AGREEMENT FOR COBRA ADMINISTRATION

City of Dalton / Dalton Utilities (“Employer”) has adopted and sponsors one or more group health plans (“the plans”) within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Internal Revenue Code of 1986, as amended (“the Code”), for eligible employees and their qualifying dependents. As ERISA plans, these plans are required to offer continuation of coverage to certain individuals pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”).

Given the above, Employer desires to retain the services of ProBenefits, Inc., as a plan service provider to provide COBRA administrative services for the plans, and ProBenefits, Inc. (“ProBenefits” or “Plan Service Provider”) desires to provide such administrative services. This Service Agreement for COBRA Administration (“the Agreement”) details the terms of the relationship to accomplish the objectives of both parties.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Employer and ProBenefits agree as follows:

## SECTION I – GENERAL PROVISIONS

- 1) Effective Date and Term. The effective date of this Agreement is January 1, 2020 (“Effective Date”). The initial term of the Agreement will be the initial 12-month period commencing on the effective date. Thereafter, this Agreement will renew automatically for successive periods of 12 months unless the Agreement is terminated in accordance with the provisions listed below.
- 2) Scope of Services. Employer is the Plan Sponsor and Plan Administrator, and ProBenefits is the Plan Service Provider. The Employer has full and final authority to act on behalf of its plans. ProBenefits does not serve as a fiduciary under the plans but will perform administrative services for the plans as outlined in Section III of this Agreement. In performing its duties, ProBenefits will rely on data reporting provided by the Employer.
- 3) Definitions

“*Continuation Coverage*” means the coverage following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

“*Continuation Coverage Period*” means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified by COBRA.

“*Litigation*” means any litigation or official proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA or this Agreement, or an audit or proceeding by the United States Department of Labor or the Internal Revenue Service involving directly or indirectly the duties or responsibilities of the Employer or Plan Service Provider.

“*Plan Administrator*” means the administrator as defined by ERISA Section 3(16)(A).

“*Qualified Beneficiary*” means any individual specified by COBRA who is eligible to elect Continuation Coverage.

“*Qualifying Event*” means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified by COBRA.

## SECTION II – EMPLOYER RESPONSIBILITIES

- 1) Information to be furnished to Plan Service Provider. During the term of this Agreement, Employer will furnish Plan Service Provider with the information necessary to provide COBRA administrative services, including but not limited to:
  - (a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination), employee census information including the coverage that the employee had at the time of the Qualifying Event, and dependent information for all dependents covered under the employee’s plan(s) at the time of the Qualifying Event;
  - (b) Mailing addresses and any other information necessary to allow Plan Service Provider to perform the administrative services under this Agreement;

(c) Information concerning any violations of COBRA known to Employer immediately upon acquiring such information.

All information required will be provided in such format and manner as is reasonably required by and acceptable to both parties.

- 2) Premiums and Grace Periods. Employer will share all relevant coverage premium information with Plan Service Provider in order that the cost for Continuation Coverage to be charged to Qualified Beneficiaries may be established. Unless otherwise requested by the Employer in writing, the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage will be thirty (30) days.
- 3) Provision of Names of Those Authorized to Act. Employer will provide Plan Service Provider with the names of individuals authorized to act for the Employer in connection with this Agreement.
- 4) Collection of Due and Unpaid Premiums. While Plan Service Provider will handle billing and collection of standard premiums for Continuation Coverage, Employer will be responsible for collection of overdue and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for the Continuation Coverage.

### **SECTION III – PLAN SERVICE PROVIDER RESPONSIBILITIES**

- 1) Plan Service Provider agrees to perform the following duties as part of its COBRA administrative services as of the later of (1) the effective date of this Agreement, or (2) two weeks from the time the Employer provides the required information as described in Section II of this Agreement:
  - (a) Determine whether a Qualifying Event has occurred;
  - (b) Determine who is eligible to receive COBRA coverage;
  - (c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to any Qualified Beneficiaries;
  - (d) Receive all required COBRA notices from Qualified Beneficiaries;
  - (e) Determine the date by when COBRA elections must be made and provide all necessary election forms;
  - (f) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries;
  - (g) Determine whether a COBRA Continuation Coverage election is valid;
  - (h) Determine the duration of Continuation Coverage and whether an event has occurred terminating coverage;
  - (i) Draft, process, and send payment coupons to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage;
  - (j) Receive, process, and send to the Employer amounts received as premiums from Qualified Beneficiaries for Continuation Coverage; and
  - (k) Notify Qualified Beneficiaries within 60 days preceding the termination of the COBRA Continuation Coverage Period of the approaching expiration of Continuation Coverage and any rights or responsibilities pertaining to the expiration of the Coverage Period.
- 2) Eligibility Reports to Employers. Plan Service Provider will establish, maintain, and update eligibility reports to the Employer. These eligibility reports will be available online and will also be provided periodically in electronic form to the Employer contact.
- 3) Maintenance of Roster of Qualified Beneficiaries. Plan Service Provider will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan. The roster of Qualified Beneficiaries will be available online, and Plan Service Provider will also provide such roster to Employer on monthly basis.
- 4) Deposit of Premium Payment. Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, Plan Service Provider will receive such amounts and maintain those funds temporarily until transmitting to the Employer. The standard method of transmitting funds is by Electronic Funds Transfer initiated by Plan Service Provider and sent to the Employer. The funds will be remitted monthly to the Employer on a regular schedule.
- 5) Privacy and Confidentiality. Any and all personal information provided by participants, and all Employer-related information provided by Employer, is held by ProBenefits with the utmost privacy and confidentiality. This includes, but is not limited to, participant information utilized in confirmation of coverage details at the time of a COBRA qualifying event. Such information will be utilized only to the extent necessary to ensure prompt and proper processing and notice of

participant COBRA rights. ProBenefits utilizes its best efforts and best secure technology in the protection of this and all employer and participant information.

#### SECTION IV – ADMINISTRATIVE FEES

- 1) Administrative Fees. The administrative fees applicable to this Agreement are listed and described in Exhibit A. The administrative fees will include a one-time Start-Up Fee, which will be waived if Employer provides census data electronically to Plan Service Provider, and a Monthly Service Fee based on all employees covered by the Employer's plans. Additionally, Plan Service Provider will retain the 2% administrative fee added to premiums charged by the insurer for those Qualified Beneficiaries who elect COBRA. ProBenefits reserves the right to charge the additional administrative fee allowed by COBRA (which is up to 50% after the initial 18-month continuation period has expired) during a period of disability extension. Any applicable additional administrative fee will be communicated in advance to the Employer and Qualified Beneficiary.

It is the policy of Plan Service Provider to maintain the current fee structure and not increase standard fees. Should any increase in the fee structure be implemented, Plan Service Provider will give employer 60 days written notice of the change, and such change would take effect on the anniversary date of the Agreement or at the beginning of the next calendar year. Should the fee structure be decreased, Plan Service Provider will similarly provide written notice to Employer.

There may be situations where Employer makes special premium payments on behalf of Qualified Beneficiaries. Examples may include severance pay, required subsidies, or other situations. There may also be situations where Qualified Beneficiaries may send premium payments to Employer or some other entity other than the Plan Service Provider. In either of these situations, Employer agrees to promptly notify Plan Service Provider of the payment arrangement for recordkeeping purposes, and also agrees to either remit the applicable administrative fee to Plan Service Provider or that Plan Service Provider may withhold any administration fee from its next scheduled remittance to Employer.

- 2) Additional Fees. Charges for additional services requested by Employer and not included in the Agreement will be agreed upon prior to the performance of such service. Any such fee (such as a one-time provision of COBRA Initial Notices to covered employees) will be billed to the Employer on the same basis as regular monthly fees.

#### SECTION V – INDEMNIFICATION

- 1) Indemnification by Plan Service Provider. Plan Service Provider agrees to hold harmless and indemnify Employer from and against any liability, losses, damages, costs, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of Plan Service Provider in connection with the performance of services under this Agreement.

Plan Service Provider will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer which was:

- (a) criminal or fraudulent;
- (b) an intentional disregard of Employer's responsibilities under this Agreement; or
- (c) grossly negligent.

Notwithstanding the foregoing, Plan Service Provider will hold harmless and indemnify Employer to the extent Plan Service Provider concurred in, instructed, directed, or caused such acts or omissions by Employer.

- 2) Survival of Provision. The provisions of this Article will survive the termination of this Agreement.

#### SECTION VI – MISCELLANEOUS PROVISIONS

- 1) Termination of Agreement. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days advance written notice. In the event of a termination by Employer, a Plan termination fee may apply for additional work done by Plan Service Provider beyond the date of termination, as described in the Fee Schedule attached as Exhibit A. The form of written notice required by this paragraph or any other paragraph in this Agreement is written notice sent to the other party at its current business address. Each such notice shall be effective upon receipt, provided that if the day of receipt is not a business day, the notice shall be deemed to have been received on the next business day.
- 2) General Provisions. This Agreement will be effective from the date listed on Page 1 and will remain effective until terminated by either party. Both parties acknowledge that this Agreement is intended to be and shall be binding upon all parties and their successors, assigns, agents, and representatives. Neither party may assign this Agreement except with prior

authorization of the other party in writing. No consent shall be required in the case of a transfer to a wholly-owned subsidiary or transaction involving the merger, consolidation, corporate reorganization, or sale of all or substantially all of the assets of the Party seeking such assignment or transfer and such transaction relates to the business covered by this Agreement and the resulting entity assumes all of the obligations under this Agreement.

This Agreement and the parties' rights shall be interpreted in accordance with the laws of the State of Georgia. In the event of any dispute upon termination or otherwise, the parties agree to first attempt to resolve the dispute through private discussion, including the option of mediation. If resolution is not achieved through private discussion or mediation, the parties stipulate to a binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any such arbitration determination will be recognized as full and final resolution. The parties hereby waive their right to formal litigation in the state courts of North Carolina, Georgia, or any other courts of law.

- 3) Warranty and Remedies Upon Breach. All administrative services shall be performed by Plan Service Provider and provided to Employer in accordance with this Agreement. Plan Service Provider shall also comply with all applicable law in the provision of administrative services. The express warranties listed in this Agreement are in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

The maximum total liability of Plan Service Provider to Employer shall be limited to direct monetary damages in the amount of actual dollar loss by Employer. ProBenefits shall not be responsible for any special, incidental, or consequential damages arising from any damage or claim of damage for any services provided pursuant to this Agreement. The remedy as described in this provision is Employer's sole and exclusive remedy.

The maximum total liability of Employer to ProBenefits shall be limited to direct monetary damages in the amount of fees owed by Employer under this Agreement, plus any expenses or fees incurred in collection of such fees. Employer shall not be responsible for any special, incidental, or consequential damage or claim of damage for any other actions by Employer.

- 4) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or otherwise related to the subject matter of this Agreement, including any verbal or other representations by any third party. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- 5) Amendment. This Agreement may be amended or modified by the parties only by written instrument executed by authorized representatives of both parties.

## SIGNATURE AND ACKNOWLEDGMENT:

For City of Dalton / Dalton Utilities:

ProBenefits, Inc.

By: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

By:  \_\_\_\_\_

## Exhibit A Fee Schedule

### START-UP FEE

WAIVED

### ANNUAL FEE

NONE

### MONTHLY FEES \*

\$0.65 for each employee covered by one or more eligible group health plans

\* Minimum Monthly Fee = \$50

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### Overdue Charges and Service Suspension/Reinstatement:

ProBenefits reserves the right to add a \$25 late fee to any amount overdue by 30 days or more. If fees become overdue by more than 60 days, service will be suspended. Service can be reinstated by payment of overdue fees and charges along with provision of all current information needed for administration. During a period of service suspension, any participants on Continuation Coverage or others will be advised that service has been suspended. Further, Plan Service Provider is not responsible for any services that were not performed during the time of suspension due to nonpayment of fees.

### Termination Fees:

If the Agreement is terminated or otherwise not renewed by Employer, a termination fee equaling one (1) times the most recent monthly fee will be charged if any services are to be provided by ProBenefits beyond the day of the termination of the Agreement. The termination fee charged is for (1) normal administrative work during the transition period, and (2) work involved in transferring plan records to a different Plan Service Provider as specified by the Employer. If the Employer gives appropriate termination notice to ProBenefits (30 days) and requests that no services be provided after the date of termination, no termination fee will be charged.

### Other Considerations and Notes:

Additional fees apply for special services requested by the Employer not included in the terms of this Agreement.

This Fee Schedule remains in effect until the Agreement is terminated or amended. While ProBenefits reserves the right to amend the Fee Schedule with 60-day notice to the Employer, it is the general policy of ProBenefits to maintain the current fee structure and not increase standard fees. Should any increase be implemented, after appropriate notice to the Employer, such change would take effect on the anniversary date of the Agreement or at the beginning of a calendar year. Should the fee structure be decreased, ProBenefits will similarly provide written notice to Employer.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 02/17/2020

**Agenda Item:** Renaming a Portion of West Hill Cemetery the "Suitcase Simpson" Section

**Department:** Public Works

**Requested By:** Andrew Parker

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

**Cost:** N/A

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

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

See attached memo and location map.

**PUBLIC WORKS DEPARTMENT**  
**P. ANDREW PARKER, P.E., DIRECTOR**  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)

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



**DAVID PENNINGTON, MAYOR**

**CITY COUNCIL MEMBERS**  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DEREK WAUGH

## M E M O R A N D U M

**TO:** Bernadette Chattam, City Clerk

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

**RE:** Renaming a Portion of West Hill Cemetery the  
"Suitcase Simpson" Section

**DATE:** February 14, 2020

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Ms. Chattam,

At the January 17, 2020 Public Works Committee meeting, the Committee was presented a recommendation to rename a portion of West Hill Cemetery after the notable and historic Dalton resident Harry "Suitcase" Simpson.

The Committee voted unanimously in favor of renaming the portion of West Hill Cemetery shown on the attached map the "Suitcase Simpson" Section. This section name will be referenced on all future cemetery & legal documents related to this section.

This action will be submitted for City Council ratification at their February 17, 2020 Meeting.

Sincerely,

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

Terrell Stallings  
West Hill Cemetery Sexton

Cc: Mayor & Councilmembers  
City Administrator Jason Parker

Enclosure: "Suitcase Simpson" Section Location Map

# "Suitcase Simpson" Section Location Map





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 02/17/2020

**Agenda Item:** Board Appointments

**Department:** City Clerk

**Requested By:** Gesse Cabrera

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

**Cost:** N/A

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

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

City Board Appointments for:

- Expired Appointments

<b>Expired Appointments</b>					
<b>Type</b>	<b>Current Member</b>	<b>Incoming Member</b>	<b>Term</b>	<b>Expiration</b>	<b>New Expiration</b>
D/W Building Code Appeals	Henderson, Martin	Henderson, Martin	3 Year	2/17/2020	2/17/2023
D/W Building Code Appeals	Sims, Gregg	Sims, Gregg	3 Year	2/17/2020	2/17/2023
Animal Control	Stearns, Chris	Stearns, Chris	4 Year	2/17/2020	2/17/2024
Animal Control	Puryear, Carl	Puryear, Carl	4 Year	2/17/2020	2/17/2024
Animal Control	Brooks, Devon	Brooks, Devon	4 Year	2/17/2020	2/17/2024
Building	Robertson, Frank	Robertson, Frank	4 Year	2/17/2020	2/17/2024
Building	Sellers, Scott	Sellers, Scott	4 Year	2/17/2020	2/17/2024
Building	Lewis, Lane	Lewis, Lane	4 Year	2/17/2020	2/17/2024
Library	Compton, Ann		3 Year	2/17/2020	2/17/2023
Library	McFarland, Frances (Bitsy)		3 Year	2/17/2020	2/17/2023
Grievance	O'Neill, Mike	O'Neill, Mike	3 Year	2/17/2020	2/17/2023
Service Delivery	Dunn, Benny	Parker, Andrew	1 Year	2/17/2020	2/17/2021
D/W Building Code Appeals	King, Buddy	King, Buddy	3 Year	2/17/2020	2/17/2023
Ethics	Laughter, Bennie M	Laughter, Bennie M	5 Year	2/17/2020	2/17/2025
Ethics	Waycaster Jr, Leslie	Waycaster Jr, Leslie	5 Year	2/17/2020	2/17/2025