



**MAYOR AND COUNCIL MEETING  
MONDAY, NOVEMBER 06, 2023  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

1. Mayor & Council Work Session Minutes of October 16, 2023  
Mayor & Council Minutes of October 16, 2023

**New Business:**

2. (2) 2023 New Alcohol Applications
3. Temporary Construction Easement for the Seretean Plant Concrete Pipe Lining Project at 1510 Coronet Drive
4. Temporary Construction Easements for 616 & 618 McFarland Avenue to Complete Elements of the Ridge Street Stormwater Bypass Project
5. Corrective Action Plan and Temporary Construction Easement for 112 W Crawford Street
6. Renewal of Junior Achievement Partnership Agreement
7. Airport 5 year Federal/State CIP Submittal
8. Resolution 23-21 Internal Management Property Donation for South Hamilton Street
9. Resolution 23-22 to Introduce Local Legislation to the Georgia General Assembly for the purpose of Enacting a New Charter for the City of Dalton
10. Second Amendment to the Development Agreement for The Carpentry, LLC
11. First Reading Ordinance 23-24 To Make Findings of Fact Concerning the Public Use and Necessity of a Section of Alabama Street for Public Transportation; To Declare the Closing of Such Portion of Alabama Street; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Retention of An Easement for Utility Infrastructure to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

- [12.](#) Ordinance 23-25 The request of Yessica A. Sandoval and Cesar G. Sandoval Silva to annex 0.19 acres located at 1505 Hale Bowen Drive, Dalton, Ga. into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-051).
- [13.](#) Appointment of Matt Daniel as Fire Chief

**Supplemental Business**

**Announcements:**

14. City government offices will be closed Thursday, November 23, 2023 and Friday, November 24, 2023 for the Thanksgiving holidays. The City Council Meeting scheduled for Monday, November 20, 2023 has been cancelled and rescheduled for Monday, November 27, 2023.

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL  
WORK SESSION MINUTES  
OCTOBER 16, 2023

The Mayor and Council held a meeting this evening at 5:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

Jonathan Bledsoe from the Minor Firm reviewed with the Mayor and Council the Final Draft of the Updated Charter.

Bledsoe stated several of the charter sections have been fine-tuned since the published draft in March, they are as follows:

- Article I, Section 2.11 – Adding the term of art “domiciled”
- Article IV, Section 4.11 (d) – Updating a provision relevant to Municipal Court Judge to match current State law requirements
- Article VII -- Dalton Public School edits as requested by the school system’s legal counsel and subsequent revisions by City staff
- Article VIII – Dalton Utilities/WLSF edits of section 8.17 and removal of section 8.19
- Per the GMA model charter, all commissions and authorities that are within the operational control of the City (i.e. public safety commission, public works committee, finance and administration committee, etc.) were removed from the charter and placed in the City code of ordinances. The only commissions and authorities that remain in the charter are those that exclusively obtain their vesting authority through the charter (i.e. WLSF, Airport Authority, DDDA, Recreation Commission, Building Authority, and Dalton Public Schools).

City Administrator Andrew Parker stated following this work session, the Mayor and Council will have three (3) weeks to make any final adjustments. Parker stated the final draft will be placed on the November 6, Mayor and Council meeting by Resolution to approve the Charter and send it to the 2024 General Assembly session for final adoption.

There were no public comments and no further questions were asked.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:34 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
OCTOBER 16, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller. Council member Dennis Mock attended via Zoom.

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of October 2, 2023. On the motion of Council member Farrow, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 23-22 DONATION DROP BOXES

Assistant City Administrator Todd Pangle presented Ordinance 23-22. Pangle stated this ordinance will prohibit donation drop boxes with the exception of non-profit charitable organizations further stating that there are several stipulations attached. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council adopted Ordinance 23-22. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT FOR 2001 TAMPICO WAY

Assistant City Administrator Todd Pangle presented the Demolition Agreement and Easement for abandoned and dilapidated signage located at 2001 Tampico Way. Pangle stated that the signage is a violation of the City's ordinances. On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

PRIME ENGINEERING PROFESSIONAL SERVICES AGREEMENT

City Administrator Andrew Parker presented the Professional Services Agreement with Prime Engineering for engineering services for South Hamilton Residential Infill Infrastructure Project in the amount of \$22,300. Parker stated the scope is to facilitate the grant requirements, the City will be responsible for designing the improvements within the proposed road right of ways (i.e. streets, curbs, drainage, erosion control, sidewalk etc. On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.



PROFESSIONAL SERVICES AGREEMENT - MARCH ADAMS & ASSOCIATES

City Administrator Andrew Parker presented the Professional Services Agreement with March Adams & Associates for City Hall HVAC in the amount of 8% of the Construction Award which is budgeted from 2023-2024 Capital Budget. Parker stated the scope of the work is to retain a mechanical engineer to develop the plans and contract documents for this project. On the motion of Council member Goodlett, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

MILL LINE CHANGE ORDER #4

Recreation Director Caitlin Sharpe presented the Mill Line Change Order #4 which will allow the current contractor to complete the trenching and installation of electric conduit that will power the lights along the Mill Line Trail. Sharpe stated the cost is \$85,215. On the motion of Council member Farrow, second Council member Goodlett, Order #4 was approved. The vote was unanimous in favor.

GA811 MEMBERSHIP AGREEMENT

Public Works Director Chad Townsend presented the GA811 Membership Agreement to become a member. Townsend stated that Georgia Underground Facility Protection Act has required mandatory membership by local governing authorities who own or operate traffic control devices to start performing utility locates on their infrastructure. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

CONTRACT WITH SPECTRA CONTRACT FLOORING – TILE CLEANING FOR PUBLIC WORKS

Public Works Director Chad Townsend presented Contract with Spectra Contract Flooring – Tile Cleaning for Public Works in the amount of \$1,449.03 for annual tile cleaning. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

CONTRACT WITH SPECTRA CONTRACT FLOORING – CARPET CLEANING FOR PUBLIC WORKS

Public Works Director Chad Townsend presented Contract with Spectra Contract Flooring – Carpet Cleaning for Public Works in the amount of \$4,113.22 for annual carpet cleaning. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

SERETEAN PLANT CONCRETE PIPE LINING PROJECT CONTRACT AWARD TO PROSHOT CONCRETE, INC.

Public Works Director Chad Townsend presented the Seretean Plant Concrete Pipe Lining Project Contract Award in the amount \$986,470.00 to Proshot Concrete Inc. On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council accepted the recommendation and approved the contract. The vote was unanimous in favor.

RESOLUTION 23-20 ADOPTION OF THE WHITFIELD COUNTY JOINT  
COMPREHENSIVE PLAN 2024-2028

Ethan Calhoun of the Whitfield County Planning & Community Development presented Ethan Calhoun of the Whitfield County Planning & Community Development. Calhoun stated that the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans. On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council adopted the Whitfield County Joint Comprehensive Plan 2024-2028 including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:18 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded

Approved: \_\_\_\_\_

Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11/06/2023  
**Agenda Item:** 2023 New Alcohol Applications  
**Department:** City Clerk  
**Requested By:** Gesse Cabrera  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

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

(2) Two 2023 New Alcohol Application(s) for approval.

**2023 ALCOHOL BEVERAGE APPLICATION APPROVAL**  
**M&C MEETING – MONDAY NOVEMBER 6, 2023**

**(2) 2023 ALCOHOL APPLICATION(S)**

1. Business Owner: Akshar Pramukl Darshan, LLC  
d/b/a: Home 2 Suites Dalton  
Applicant: Naren Patel  
Business Address: 865 Holiday Inn Dr.  
License Type: Pouring Beer, Wine (Hotel)  
Disposition: **New**
  
2. Business Owner: Daru Store LLC  
d/b/a: Top Shelf Package  
Applicant: Tilak Patel  
Business Address: 101 W. Walnut Ave. Ste 13  
License Type: Package Beer, Wine, Liquor (Package / Liquor Store)  
Disposition: **New**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/06/2023

**Agenda Item:** 1510 Coronet Drive Temporary Construction Easement for the Seretean Plant Concrete Pipe Lining Project

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** N/A

**Funding Source if Not in Budget** -----

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

This request is to approve the attached Temporary Construction Easement located at 1510 Coronet Drive to complete the Seretean Plant Concrete Pipe Lining Project.

The easement shall be in effect from the date of execution through December 31<sup>st</sup>, 2024.

See attached proposal for additional information about the scope of services.

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the “Agreement”) is made this 6 day of November, 2023(the “Effective Date”), by and between **Dalton-Whitfield County Joint Development Authority**, (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Schedule “A”** attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Coronet Drive** (the “City Property”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for herself/himself and on behalf of her/his heirs, legal representations, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed by the end of fiscal year 2024 or earlier. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of the date of execution through December 31<sup>st</sup>, 2024. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon

as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:
  - (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
  - (b) the right to perform necessary work in order to prepare for installation of an in-situ pipe lining on an existing storm drain pipe;
  - (c) the right to install an in-situ pipe lining on the existing storm drain pipe located at within the limits of 1510 Coronet Drive Dalton, GA 30720;
  - (d) the right to utilize any areas designated as “Material Staging Areas” shown within **Schedule “B”**;
  - (e) the right to perform construction by utilizing any areas designated as “Construction Access Points” shown within **Schedule “B”**;
  - (f) the right to remove trees as necessary to perform scope of work;
  
4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.
  
5. **Conditions and Obligations of Construction Easement Use.**
  - (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor’s use of the Property to the greatest extent practicable.
  - (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.
  
6. **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Grantee herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.
- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]



**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

Grantor:  
Dalton-Whitfield Joint Development Authority

  
Unofficial Witness

  
\_\_\_\_\_

  
Notary Public  
My Commission Expires: 

Acceptance of Grantee:

CITY OF DALTON

\_\_\_\_\_  
Authorized Officer

**SCHEDULE "A"**

Deed Doc: WD  
Recorded 09/13/2022 04:15PM  
Georgia Transfer Tax Paid : \$0.00  
BABS BAILEY  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06957 Pg 0575-0577

*PL1002925*

After recording, return to:

James R. Woodward, Esq.  
Gray Pannell & Woodward LLP  
336 Hill Street  
Athens, Georgia 30601

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF WHITFIELD

THIS INDENTURE, made this 8th day of September, 2022, between PENTZ STREET HOLDINGS, LLC, a Georgia limited liability company (hereinafter called "GRANTOR") and the DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY (hereinafter called "GRANTEE").

**WITNESSETH:**

That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00), in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, forever, in FEE SIMPLE, subject only to those matters described on Exhibit "B" attached hereto and by reference made a part hereof.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons claiming by, through, or under GRANTOR, but not otherwise, except for those matters described on Exhibit "B" attached hereto.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this deed to be executed by its duly authorized officer on the day and year above written.

PENTZ STREET HOLDINGS, LLC,  
a Georgia limited liability company

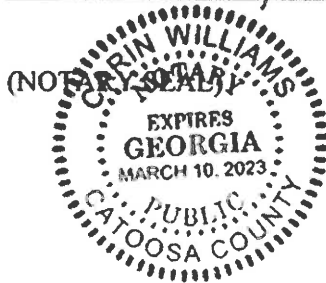
By: *Robert E. Shaw*  
Name: Robert E. Shaw  
Title: Chairman and CEO

Signed, sealed and delivered  
in presence of:

*[Signature]*  
Unofficial Witness  
*[Signature]*  
Notary Public

My Commission Expires:

March 10, 2023

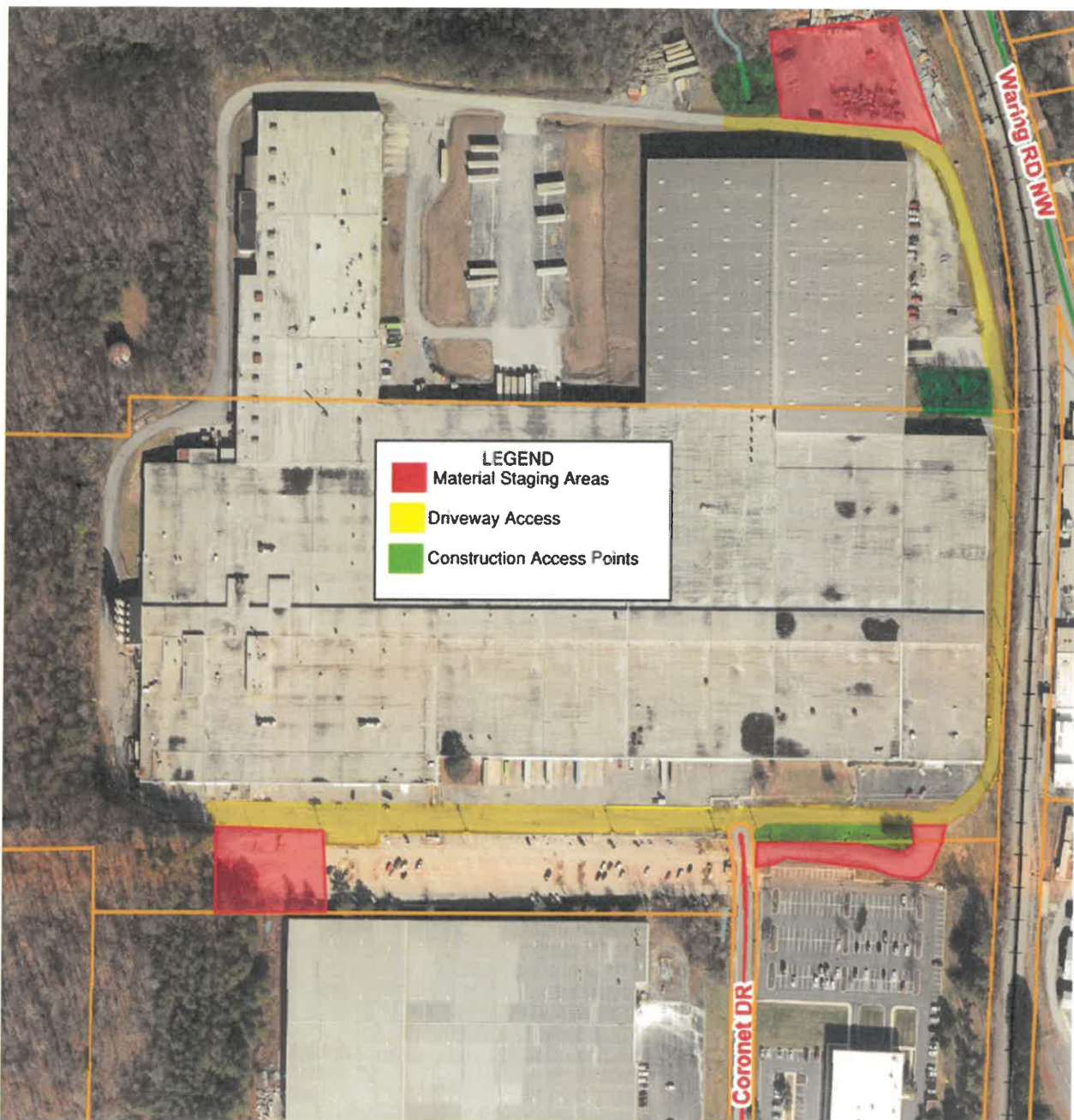


## EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots Nos. 124 and 143 of the 12th District, 3rd Section of Whitfield County, Georgia, together with improvements thereon, being more particularly described as follows:

BEGINNING at the southwest corner of said Land Lot No. 124; thence running N 01° 44' 01" W, along the west line of said Land Lot No. 124, a distance of 563.98 feet to an iron pin; thence running N 88° 54' 44" E a distance of 1773.39 feet to an iron pin located in the west right-of-way line of Southern Railroad; thence running in a southerly direction, along the westerly line of said Southern Railroad, the following courses and distances; S 23° 05' 55" E, 96.48 feet; S 23° 35' E 737.14 feet; S 21° 02' E, 99.03 feet; S 17° 57' E, 98.22 feet; S 14° 52' E, 99.22 feet; S 11D 47' E, 93.50 feet to an iron pin; thence running in a southerly direction, along said right-of-way line, an arc distance of 216.05 feet to an iron pin; thence South 784.5 feet to an iron pin located in said railroad right-of-way line; thence running S 00° 13' W a distance of 826.5 feet to the northwest corner of the intersection of the west right-of-way line of Southern Railroad and the north right-of-way line of Rosen Drive (50 foot right-of-way); thence running 89° 13' W, along the north right-of-way line of Rosen Drive, a distance of 431.5 feet to the point of intersection of the north right-of-way line of Rosen Drive, and the east right-of-way line of Coronet Drive; thence running N 08° 50' E, along the east right-of-way line of Coronet Drive, a distance of 232.0 feet; thence running N 01° 32' W, along the east right-of-way line of Coronet Drive, a distance of 588.2 feet to the northeast terminus of Coronet Drive; thence running S 87° 55' W, along the northern terminus of Coronet Drive, a distance of 60.0 feet to the northwest terminus of Coronet Drive; thence running in a southerly direction, along the west right-of-way line of Coronet Drive, a distance of 120.0 feet to a point located in said right-of-way line; thence running S 87° 55' W a distance of 1095.0 feet; thence running in a northerly direction, a distance of 120.0 feet; thence running S 87° 55' W a distance of 645.7 feet to a point located in the west line of said Land Lot No. 143; thence running N 00° 18' W, along the west line of said Land Lot No. 143, a distance of 784.5 feet to a rock pile; thence running in a northerly direction, along the west line of said Land Lot No. 143, a distance of 259.95 feet, more or less, to an iron pin located in said land lot line; thence running N 00° 49' 26" W, along the west line of said Land Lot No. 143, a distance of 620.45 feet to an iron pin located at the northwest corner of said Land Lot No. 143, which is the POINT OF BEGINNING.

# SCHEDULE "B"





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/06/2023

**Agenda Item:** 616 & 618 McFarland Avenue Temporary Construction Easements to Complete Elements of the Ridge Street Stormwater Bypass Project

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** N/A

**Funding Source if Not in Budget** -----

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

This request is to authorize the temporary construction easements for elements of the Ridge Street Stormwater Bypass Project residing within the properties of 616 & 618 McFarland Avenue Dalton, Ga 30722. The work being performed is an incorporated scope within the Walnut North Drainage Improvements Memo proposed by the engineering consultant Arcadis, and the Walnut North Corrective Action Plan developed by the Public Works Department. The Corrective Action Plan was approved by Mayor and Council on January 18<sup>th</sup>, 2022.

The work is to be completed within 168 calendar days once construction begins at each location.

See attached easements for additional information about the scope of services.



**TEMPORARY CONSTRUCTION EASEMENT**

**Georgia, Whitfield County**

This **Temporary Construction Easement** (sometimes the “Agreement”) is made this 9<sup>th</sup> day of OCTOBER, 2023 (the “Effective Date”), by and between **Tanya L. Whitehead**, party of the first part (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Schedule “A”** attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Ridge Street** (the “City Property”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Schedule “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Schedule B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.
  
2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in one-hundred-and-sixty-eight (168) calendar days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of one-hundred-and-sixty-eight (168) calendar days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or

delay in completion due to weather related delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.



- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

SCHEDULE "A"

BOOK 3328 PAGE 037

FILED & RECORDED  
TIME: 2:45  
DATE: 9-14-2000  
DEED BOOK: 3328  
PAGE: 037-039

BETTY NELSON, C.S.C.  
WHITFIELD COUNTY, GA

2:45  
14 B  
[Space above this line for recording data.]

✓ After Recording Return to:  
John T. Minor, IV  
Minor, Bell & Neal, P.C.  
P.O. Box 2586  
Dalton, GA 30722-2586

Whitfield County, Georgia  
Real Estate Transfer Tax  
Paid \$ 134.00  
Date 9-14-00  
Betty Nelson  
Clerk of Superior Court

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 11th day of September, 2000, between Marion G. McIntosh, Grantor, and Tanya L. Whitehead, Grantee.

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

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described in Exhibit "A" attached hereto, the terms of which are made a part hereof.

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

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

Signed, Sealed and delivered in the presence of:

*Marion G. McIntosh* (Seal)  
Marion G. McIntosh

*Alice Aguilera*  
Unofficial Witness

Notary Public (Please affix seal)  
My commission expires:

Notary Public,  
WHITFIELD COUNTY  
My Commission Expires  
Sept. 8, 2001

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, Georgia, being Lot No. 45 of Hamilton Heights Subdivision, as per plat of said subdivision recorded in Plat Book 1 Page 171, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, and being more particularly described as follows:

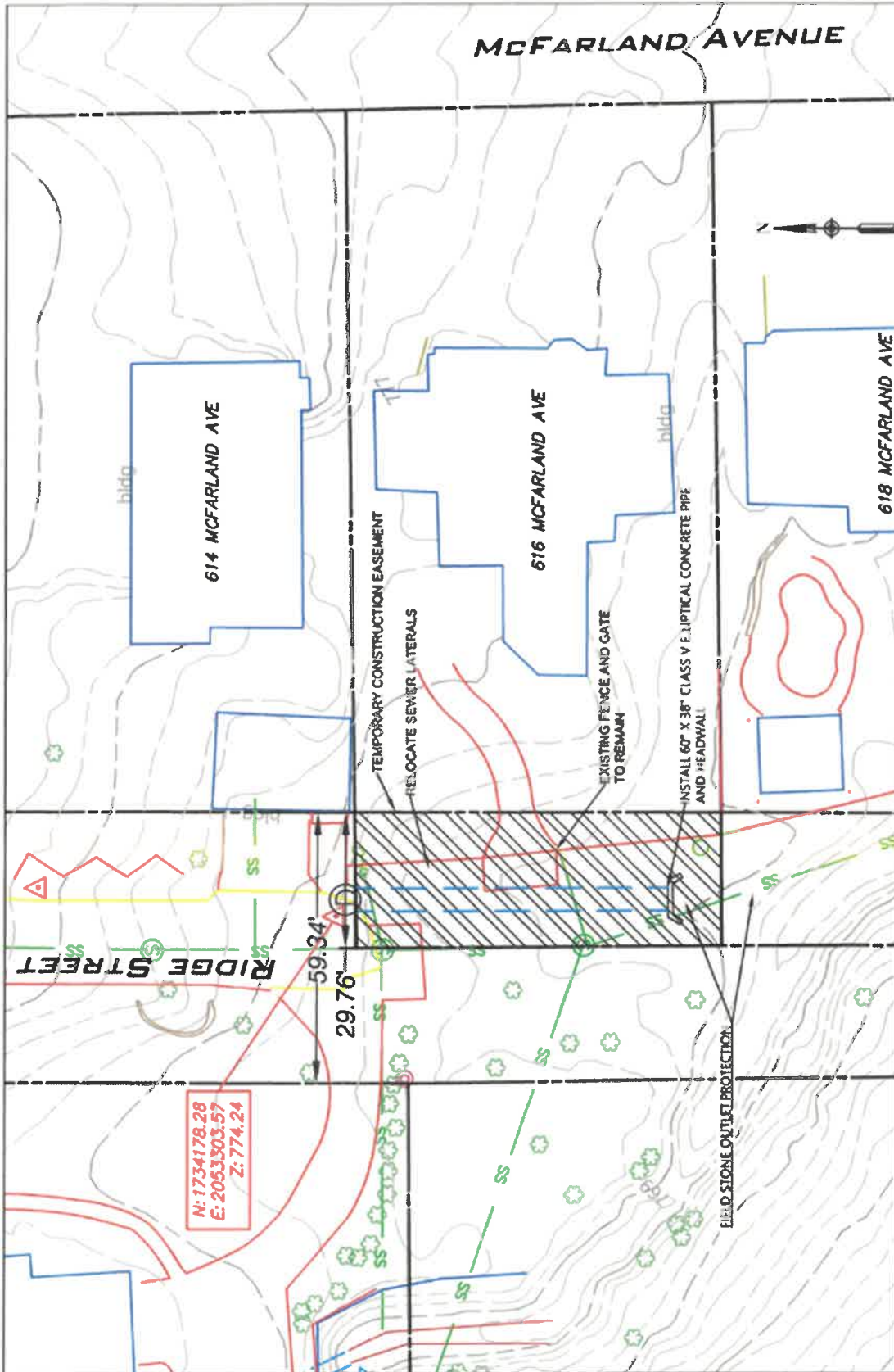
**BEGINNING** at a point on the west right of way of McFarland Avenue, which point is the southeast corner of Lot No. 45 as per the above referenced plat; thence south 89 degrees 12 minutes west 155.2 feet to a point on the east right of way of unopened Ridge Street; thence along said right of way north 00 degrees 13 minutes east 80 feet; thence north 89 degrees 12 minutes east 153.5 feet to a point on the west right of way of McFarland Avenue; thence along said right of way south 01 degree 00 minutes east 80 feet to the point of beginning.

The above described property is conveyed subject to:

- a. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Deed Book 28 Page 348, Whitfield County, Georgia Land Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 the United State Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

**SCHEDULE "B"**

**616 MCFARLAND AVE. TEMPORARY CONSTRUCTION EASEMENT**



**NOTE**  
 THE EXISTING FENCE ON 616 AND 618 MCFARLAND AND GATE ON 616 MCFARLAND TO REMAIN IN PLACE AND NOT BE DAMAGED IF DAMAGE TO THE FENCE OCCURS. CONTRACTOR TO REPLACE FENCE IN-KIND AND INCUR COST AS INCIDENTAL TO THE WORK.

**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

Grantor:

Brianna Allen  
Unofficial Witness

Tanya L. Whitehead  
Tanya L. Whitehead

Tosha Haynes  
Notary Public

My Commission Expires: 4-3-2026

Acceptance of Grantee:

CITY OF DALTON



\_\_\_\_\_  
Authorized Officer

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 9<sup>TH</sup> day of OCTOBER, 2023 (the "Effective Date"), by and between **Christopher G. Bock and Laura Bock**, party of the first part (hereinafter "Grantor"), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Schedule "A"** attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Ridge Street** (the "City Property"); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Schedule "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Schedule B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in one-hundred-and-sixty-eight (168) calendar days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of one-hundred-and-sixty-eight (168) calendar days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or

delay in completion due to weather related delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

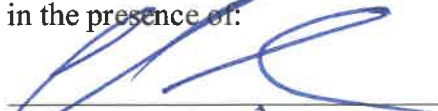


- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 04-03-2026

Grantor:

  
Christopher G. Bock

  
Laura Bock



Acceptance of Grantee:

CITY OF DALTON

\_\_\_\_\_  
Authorized Officer

SCHEDULE "A"

06340  
00107

Deed Doc WD  
Recorded 05/27/2016 01:25PM  
Georgia Transfer Tax Paid \$295.00  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 063-40 Pg 0107-0109

Prerec 001170  
DOC# 4320

[Space above this line for recording data.]

Please Record and Return to:

✓ J. Tom Minor, IV  
Minor, Bell & Neal  
P.O. Box 2586  
Dalton, GA 30722-2586

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

Georgia, Whitfield County

THIS INDENTURE made this 25th day of May, 2016, between Matthew Franck and Amy Franck, Grantor, and Christopher G. Bock and Laura Bock, as joint tenants with survivorship and not as tenants in common, Grantee.

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

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.


TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then the survivor of them in Fee Simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under Grantor

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

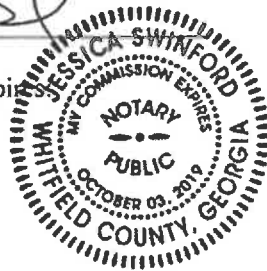
Signed, sealed and delivered  
In the presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Matthew Franck (Seal)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

  
\_\_\_\_\_  
Amy Franck (Seal)



[Notarial Seal]

File No. 20160285

**EXHIBIT "A"**

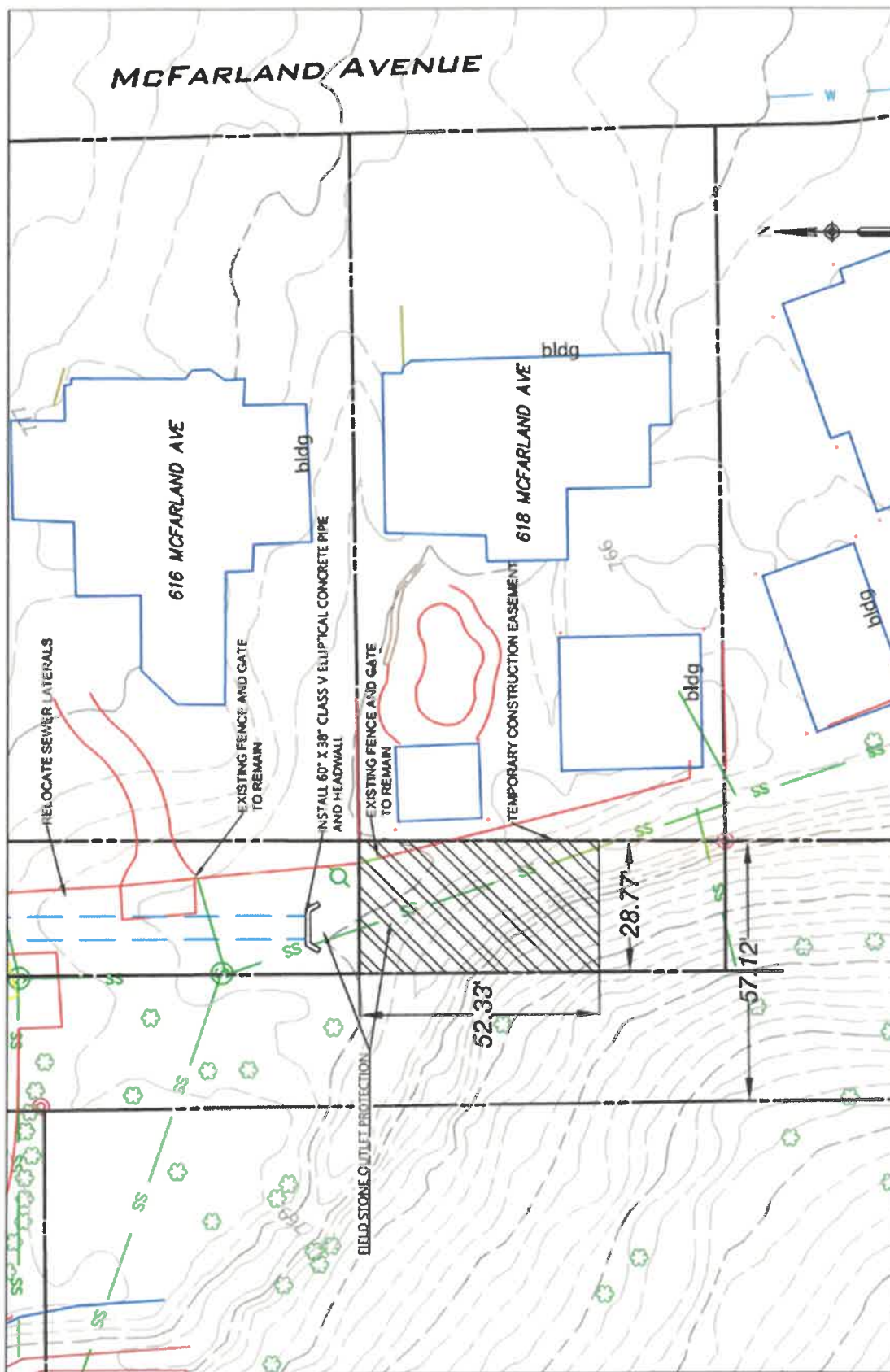
All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated as Lot No. 46 of Hamilton Heights Subdivision as shown on plat of said subdivision recorded in Plat Book 1 Page 171 (Plat Cabinet A Slide 42), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 5966 Page 131, Whitfield County, Georgia Land Records.

MJF  
ALF

SCHEDULE "B"

618 MCFARLAND AVE. TEMPORARY CONSTRUCTION EASEMENT



NOTE:  
 THE EXISTING FENCE ON 616 AND 618 MCFARLAND AND GATE ON 618 MCFARLAND TO REMAIN IN PLACE AND NOT BE DAMAGED. IF DAMAGE TO THE FENCE OCCURS, CONTRACTOR TO REPLACE FENCE IN-KIND AND INCUR COST AS INCIDENTAL TO THE WORK.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/6/2023

**Agenda Item:** 112 W Crawford Street - Corrective Action Plan

**Department:** Public Works

**Requested By:** Chad Townsend

**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 request is to approve the Corrective Action Plan for 112 W Crawford Street. As part of this Corrective Action Plan, Public Works will extend the existing pipe network into the property located at 112 W Crawford Street to capture runoff from the City owned un-named alley behind the building. This being done to capture surface runoff from the alley as well as adjacent buildings that is resulting in overland flooding of the property as well as the sidewalk along Crawford Street.

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

**This Temporary Construction Easement** (sometimes the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), by and between **HR Advocate, LLC**, party of the first part (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Crawford Street** (the “City Property”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in fourteen (14) days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of fourteen (14) days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon





as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to install a storm drain pipe to convey runoff from city owned property, necessary for stormwater and erosion control within the easement area;
- (c) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.
- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

- (c) Grantor acknowledges Grantee shall not be liable for any structure that Grantor may build on or above the storm drain pipe installed by Grantee. Grantor assumes full liability for any structure that Grantor may erect within the bounds of the easement and waive any claims, for bodily injury, for property damage to Grantor or to any third person.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

Grantor:  
HR Advocate, LLC

\_\_\_\_\_  
Unofficial Witness

  
Blake Adcock, Member

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

\_\_\_\_\_  
Authorized Officer

**EXHIBIT "A"**

RETURN TO:

L. STEPHEN KELEHEAR  
LAW OFFICE OF L. STEPHEN KELEHEAR, LLC  
P. O. BOX 488  
DALTON, GEORGIA 30722-488

STATE OF GEORGIA  
COUNTY OF WHITFIELD

LIMITED WARRANTY DEED

THIS INDENTURE, made the 3rd day of May, 2023, between Fatokie, LLC c/o Edward Mowles (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and HR Advocate, LLC (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

**WITNESSETH**

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.



TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in FEE SIMPLE (except as may be limited herein).

AND THE SAID GRANTOR, will warrant and forever defend the right and title to the above described property

unto the said Grantee, and his successors and assigns, against the lawful claims of all persons claiming or to claim the same or any part thereof, by, through or under Grantor.

THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

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

Fatokia, LLC

BY  (SEAL)  
Edward M. Mowles, Member/Manager

Signed, sealed and delivered  
this 3rd day of May, 2023.

In the presence of:

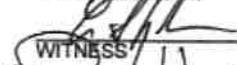
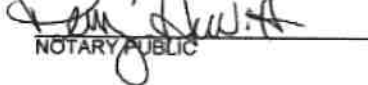
  
WITNESS  
  
NOTARY PUBLIC



EXHIBIT "A"

Tract 1:

All that tract or parcel of land lying and being in the City of Dalton, Georgia, and being Lots 11 and 13 on Crawford Street, Dalton, Georgia fronting 44 feet on the north side of Crawford Street and running an equal width 100 feet.

Tract 2:

All that tract or parcel of land lying and being in The City of Dalton, Whitfield County, Georgia, and being a portion of Lot 15 on Crawford Street, as shown on the map or plat of the City of Dalton, said lot fronting 22 feet, more or less on Crawford Street and running back an equal and like width 100 feet, more or less to an alley and being bounded as follows: on the south by Crawford Street; on the east by property now or formerly owned by Gail Realty Corp; on the north by an alley; and on the west by property now or formerly owned by Maebelle B. Whitener.

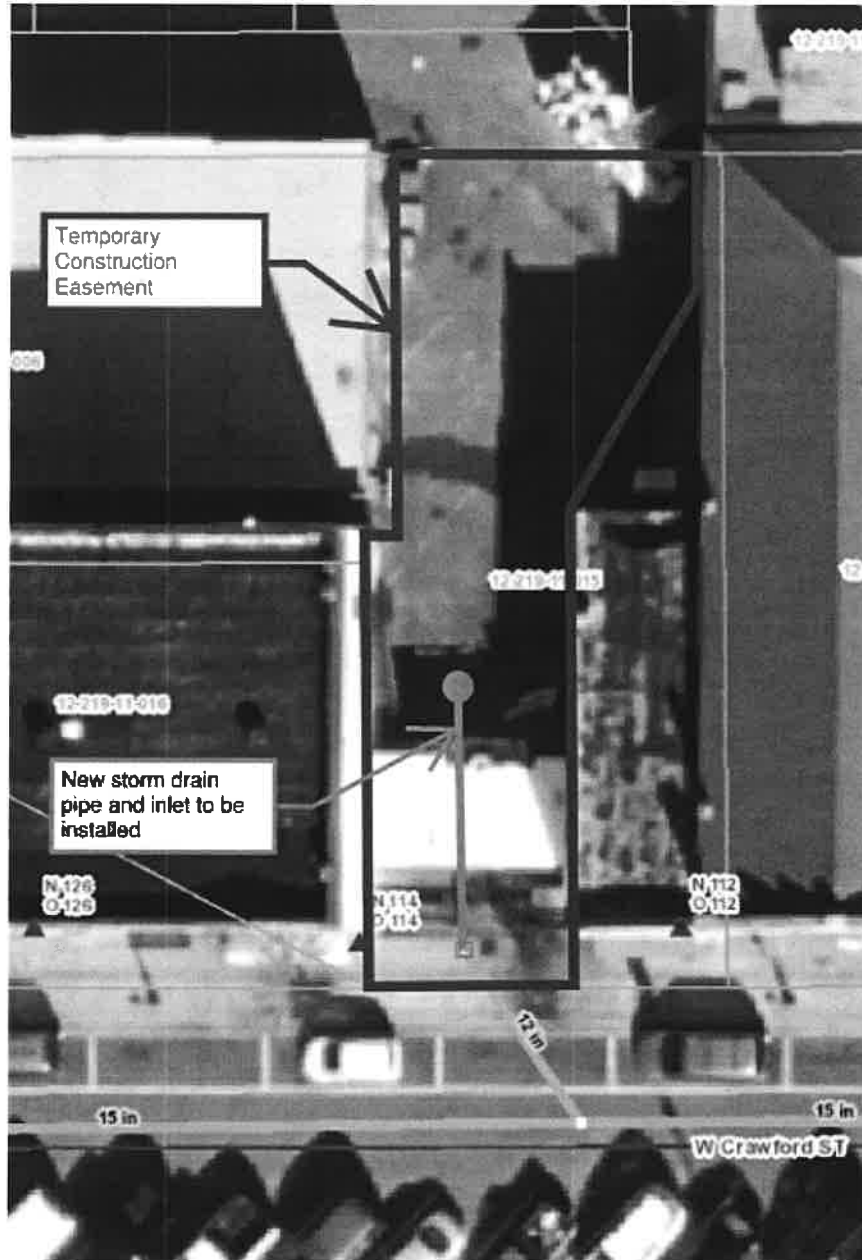
Tract 3:

A certain tract or parcel of land lying and being in Land Lot 219, 12th District, 3d Section of Whitfield County, Georgia, being City Lot 17 on the north side of Crawford Street as shown on the Sapp Map of the City of Dalton, said lot fronting 22 feet on the north side of said Crawford Street and running back north therefrom, and equal and uniform width 85 feet.



**EXHIBIT "B"**

**112 W Crawford St - Temporary Construction Easement**



[Space above this line for recording data.]

Please Record and Return To:

Terry L. Miller  
Mitchell & Mitchell, P.C.  
108 S. Thornton Ave.  
P.O. Box 668  
Dalton, GA 30722-668

## STORM DRAINAGE EASEMENT AGREEMENT

Georgia, Whitfield County

**This Storm Drainage Easement Agreement** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between **HR Advocate, LLC**, of the first part (hereinafter called "Grantor"), and the City of Dalton, Georgia, a municipal corporation of the State of Georgia, party of the second part (hereinafter called "Grantee"), their respective heirs, administrators, successors and assigns:

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in Exhibit "A" attached hereto and incorporated herein by reference (the "HR Advocate Property"); and

**WHEREAS**, Grantee is the owner of certain real property adjacent to the HR Advocate Property and more particularly described as Crawford Street (the "City Property"); and

**WHEREAS**, Grantee has constructed, or will construct, a storm sewer pipe and storm water structures on the HR Advocate Property (collectively the "HR Advocate Municipal Storm Sewer"); and

**WHEREAS**, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all flooding of the HR Advocate Property; and





**WHEREAS,** Grantee desires non-exclusive access to and use of a portion of the HR Advocate Property to collect storm water originating from the City Property into the HR Advocate Municipal Storm Sewer; and Grantor is willing to grant the requested access and use on and subject to the terms hereof; and

**WHEREAS,** Grantee desires non-exclusive temporary access and use of a portion of the HR Advocate Property to construct and/or maintain the HR Advocate Municipal Storm Sewer and Grantor is willing to grant the requested access and use on and subject to the terms hereof; and

**WHEREAS,** upon completion of the installation and construction of the HR Advocate Municipal Storm Sewer, Grantee shall be not responsible for any and all costs associated with the use, maintenance, repair, replacement, inspection, and reconstruction of the HR Advocate Municipal Storm Sewer, as relates to maintaining reasonable drainage flow from the right of way to the discharge point, if Grantor erects a structure above HR Advocate Municipal Storm Sewer; and

**WHEREAS,** in order to evidence the understanding between Grantor and Grantee with respect to the HR Advocate Municipal Storm Sewer, Grantor intends to declare, establish, create, grant, and/or convey certain easement rights to Grantee for and with respect to the installation and utilization of the Storm Drainage Easement (as defined herein below), all as more particularly set forth herein.

**NOW, THEREFORE,** in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Storm Drainage Easement.** Grantor, and for and on behalf of his heirs, administrators, successors and assigns, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through that certain portion of the HR Advocate Property shown as the "Perm. Drainage Esmt" on the aerial drawing attached hereto as Exhibit "B" and incorporated herein by this reference (also the "Storm Drainage Easement"). The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the City's Property through the HR Advocate Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the HR Advocate Municipal Storm Sewer in its current intensity, rate, volume and location.

2. **Additional Rights,** The Storm Drainage Easement granted herein shall include:



(a) all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein;

(b) the right of entry into and upon the HR Advocate Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges and easements set forth herein;

(c) the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal is necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein; and

(d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement.

3. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Storm Drainage Easement appurtenant to his fee simple estate and for any and all purposes not inconsistent with Grantee's easement as expressly permitted herein.

4. **Conditions and Obligations of Easement Use.**

(a) The use of the Storm Drainage Easement by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Storm Drainage Easement. Any such use of the Storm Drainage Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the HR Advocate Property to the greatest extent practicable.

(b) Grantee shall only install the HR Advocate Municipal Storm Sewer on or within the Storm Drainage Easement.

(c) Grantor shall be solely responsible to maintain reasonable drainage flow from the right of way to the intake point. The HR Advocate Municipal Storm Sewer and Storm Drainage Easement shall remain free and clear of all liens and other encumbrances arising out of the exercise by the Grantee of its rights hereunder.

(d) Any construction, maintenance, repair or other work or activities performed on the HR Advocate Municipal Storm Sewer or within the Storm Drainage Easement by Grantee shall be done in a good, workmanlike manner and the Storm Drainage Easement shall be left in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas, and permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable; provided that if the affected area within the Storm Drainage Easement is

natural and has not been improved, such areas shall be smoothed to commercial lawn grade and seeded with grass following such activity.

(e) Except in the event of an emergency, Grantor shall use commercially reasonable efforts to provide Grantee with at least ten (10) days prior written notice of any construction, maintenance, repair or other work or activities to be performed on or above the HR Advocate Municipal Storm Sewer or within the Storm Drainage Easement by Grantor.

(f) In the event that the Grantor, its employees, agents, or assigns, shall damage the HR Advocate Municipal Storm Sewer, the area within the Storm Drainage Easement or the HR Advocate Property, then, at its sole cost and expense and within thirty (30) days after receipt of written notice from Grantee that Grantor has caused such damage, Grantor shall repair, or cause such damage to be repaired, in a good, clean, and workmanlike manner, and to its former condition as nearly as practicable.

5. **Covenants of Grantor.**

(a) Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein.

(b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the HR Advocate Property above described, that it has a good and lawful right to convey said easement, rights and privileges granted herein.

(c) Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.

7. **Successors and Assigns.** The Storm Drainage Easement shall run with title to and burden the HR Advocate Property and shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Grantor and Grantee. All obligations of Grantor and Grantee hereunder shall be binding upon their respective heirs, administrators, successors-in-title and assigns.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

9. **Severability**. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee, this Agreement shall be promptly recorded in the Deed Records of Whitfield County, Georgia.

11. **Time of Essence**. Time is of the essence with respect to this Agreement.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
In the presence of:

**Grantor:**  
HR Advocate, LLC

\_\_\_\_\_  
Unofficial Witness

By: *B. Adcock* (Seal)  
Blake Adcock, Member

\_\_\_\_\_  
Notary Public

My commission expires:

[Notarial Seal]

**Grantee:**

**City of Dalton**

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

Its: \_\_\_\_\_

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

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# EXHIBIT "A"

RETURN TO:

L. STEPHEN KELEHEAR  
LAW OFFICE OF L. STEPHEN KELEHEAR, LLC  
P. O. BOX 488  
DALTON, GEORGIA 30722-488

STATE OF GEORGIA  
COUNTY OF WHITFIELD

## LIMITED WARRANTY DEED

THIS INDENTURE, made the 3rd day of May, 2023, between **Fatokie, LLC c/o Edward Mowles** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **HR Advocate, LLC** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

### WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in FEE SIMPLE (except as may be limited herein).

AND THE SAID GRANTOR, will warrant and forever defend the right and title to the above described property

unto the said Grantee, and his successors and assigns, against the lawful claims of all persons claiming or to claim the same or any part thereof, by, through or under Grantor.

THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

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

Fatokie, LLC

BY  (SEAL)  
Edward M. Mowles, Member/Manager

Signed, sealed and delivered  
this 3rd day of May, 2023.

In the presence of:


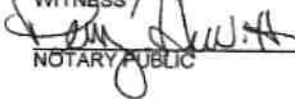
  
WITNESS  
  
NOTARY PUBLIC



EXHIBIT "A"

**Tract 1:**

All that tract or parcel of land lying and being in the City of Dalton, Georgia, and being Lots 11 and 13 on Crawford Street, Dalton, Georgia fronting 44 feet on the north side of Crawford Street and running an equal width 100 feet.

**Tract 2:**

All that tract or parcel of land lying and being in The City of Dalton, Whitfield County, Georgia, and being a portion of Lot 15 on Crawford Street, as shown on the map or plat of the City of Dalton, said lot fronting 22 feet, more or less on Crawford Street and running back an equal and like width 100 feet, more or less to an alley and being bounded as follows: on the south by Crawford Street; on the east by property now or formerly owned by Gail Realty Corp; on the north by an alley; and on the west by property now or formerly owned by Maebelle B. Whitener.

**Tract 3:**

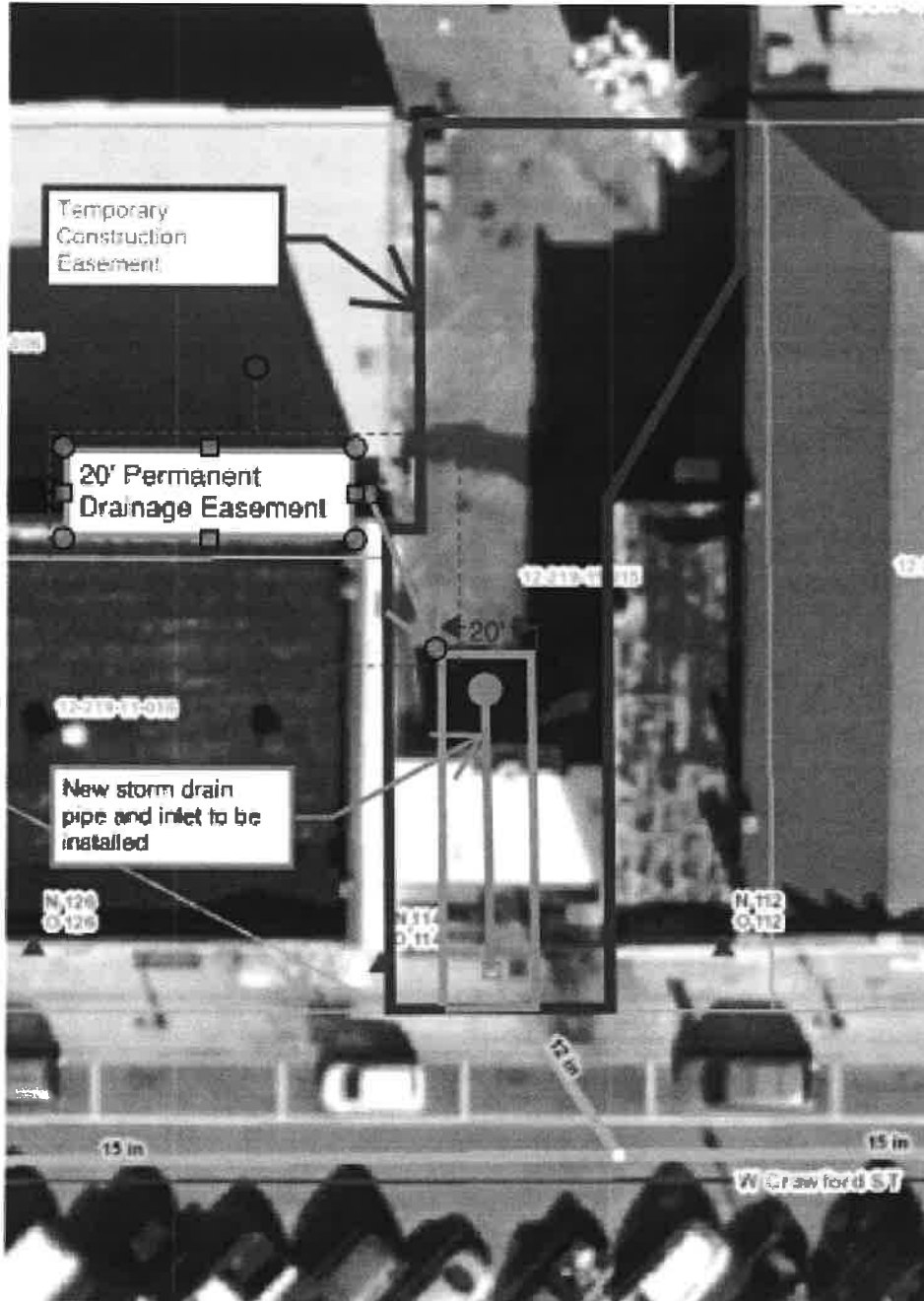
A certain tract or parcel of land lying and being in Land Lot 219, 12th District, 3d Section of Whitfield County, Georgia, being City Lot 17 on the north side of Crawford Street as shown on the Sapp Map of the City of Dalton, said lot fronting 22 feet on the north side of said Crawford Street and running back north therefrom, and equal and uniform width 85 feet.





EXHIBIT "B"

112 W Crawford Street - Permanent Drainage Easement





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/6/23

**Agenda Item:** JA Partnership Agreement

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:** \$30,000

**Funding Source if Not  
in Budget**

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

Continuation of Partnership Agreement with Junior Achievement of Georgia for the JA Discovery Center of Greater Dalton for the JA BizTown and JA Finance Park. This is a three-year investment of \$10,000/year for 2024-2026.

## **PARTNERSHIP AGREEMENT: THE CITY OF DALTON AND JUNIOR ACHIEVEMENT OF GEORGIA**

Junior Achievement (JA) of Georgia is committed to developing an interactive simulation center to provide hands-on learning experiences and exposure to future opportunities for our youth. The JA Discovery Center of Greater Dalton (JA Discovery Center) will consist of two hallmark JA programs – *JA BizTown* and *JA Finance Park*. Through these programs, Georgia’s students will interact with community volunteers, while applying concepts they’ve learned in the classroom covering topics from entrepreneurship to financial literacy, giving them an engaging look at what their futures could hold.

As a part of this agreement, The City of Dalton will serve as a partner of the JA Discovery Center comprised of a three-year \$10,000/year annual investment.

### **STOREFRONT PARTNER OF *JA BIZTOWN* & *JA FINANCE PARK***

This partnership entails two primary components:

- 1) The ability to brand a storefront within the JA Discovery Center, which creates an interactive marketing opportunity to showcase the products, services, careers, and core company values of The City of Dalton.
- 2) Brand recognition tied to the JA BizTown and JA Finance Park simulations – both at JA Discovery Center and within marketing collateral, in-school curriculum, and optional take-home pieces.

### **AS A PART OF THIS PARTNERSHIP, THE FOLLOWING WOULD BE PROVIDED BY JA:**

- Rights to selection of a storefront inside the JA Discovery Center, consisting of ~200 square feet of space – built-out to the appropriate specifications to create an authentic and immersive City of Dalton brand experience, including exterior façade signage and interior design.
- Ability to design a branded digital one-pager that will be used within the in-school curriculum for students and teachers.
- The City of Dalton’s name to be permanently displayed and recognized on the “Founder’s Wall” inside the JA Discovery Center, providing exposure to more than 25,000 visitors annually.
- Opportunity to provide a take-home element from the JA Discovery Center for students and parents.
- Recognition in marketing collateral applicable to the JA Discovery Center.
- Opportunity to use the reception area and/or the board room for corporate meetings, events, and other functions.

**THIS PARTNERSHIP WOULD PROVIDE THE CITY OF DALTON BRAND RECOGNITION TO THE FOLLOWING AUDIENCES:**

- 10,000+ students annually coming through the JA Discovery Center from Calhoun City Schools, Catoosa County Schools, Christian Heritage School, Dalton Public Schools, Gordon County Schools, Murray County Schools, Rome City Schools, Trion City Schools, Walker County Schools, and Whitfield County Schools.
- 20,000+ parents of students who will receive take-home information and take-home pieces about the JA Discovery Center experience.
- 1,500+ volunteers annually coming through the JA Discovery Center representing employees, parent and community groups from many of Northwest Georgia’s top companies.
- 600 teachers annually coming through JA Discovery Center.
- Recognition in the JA Investors Club list at appropriate levels, displayed on JA of Georgia website and in Atlanta Business Chronicle special edition.

**CONSIDERATIONS**

- Storefront partnerships are structured as an initial 3-year term, which can be renewed for multiple years past that point. All original partners are provided first right of refusal to renew in the space.
- JA will provide The City of Dalton a broad menu of volunteer opportunities for employee engagement around this initiative.
- Annual investments do not include “build-out costs” for those businesses within *JA BizTown* and *JA Finance Park*, which would be above and beyond these investment levels.

**STOREFRONT INVESTMENTS**

Total commitment of \$30,000

- 2024 - \$10,000 payable by June 30, 2024
- 2025 - \$10,000 payable by June 30, 2025
- 2026 - \$10,000 payable by June 30, 2026

**Signatures**

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John Hancock  
President & CEO  
Junior Achievement of Georgia

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David Pennington III  
Mayor  
The City of Dalton

# JA DISCOVERY CENTER OF GREATER DALTON IMPACT REPORT



## School Year 2022-23 Impact



## School Year 2021-22 Impact



## School Year 2020-21 Impact\*



### Student Outcomes



SEE THE RELEVANCE OF LEARNING



DEVELOPED POSITIVE MINDSETS



FEEL THEIR GOALS ARE ATTAINABLE

“I believe this experience is exceptional; it allows for students to get hands-on experience with managing money and businesses. It also exposes young people to various organizations and sectors, positioning them to potentially find an interest that they could explore later in life. It was impactful getting to watch the next generation learn and gives us hope that the future is in good hands.”

– Volunteer, JA Finance Park



\*School Year 2020-21 Impact reflects students served from the opening of the Center in March 2021 – June 2021.



# 3DE AT THE DALTON ACADEMY IMPACT REPORT



School Year 2022-23 Impact

**165**  
STUDENTS

**54**  
VOLUNTEERS

**49,500**  
IMPACT HOURS



## Student Outcomes

**-25.7%**

HIGHER ATTENDANCE RATES

Reduction in chronic absenteeism for 3DE students as compared to non-3DE comparison group.

**+33.6%**

ACADEMIC ACHIEVEMENT

Based on the 4-year cohort progression of 3DE students from 9<sup>th</sup> grade, compared to the graduation rates of each Title I school in 2018.

**+56.4%**

HIGHER COLLEGE ENROLLMENT

Based on the percentage of 3DE graduates who enroll in college, compared to the immediate college enrollment rate of each school in 2018.

“In my fourth year of working with Junior Achievement and 3DE, I continue to be amazed by the ingenuity and creativity expressed by students each year in helping large companies adapt to an ever-changing business environment. I'm always thrilled to see how young people can take on real-world problems to try and shape them to their own needs, especially in business cases that may affect them personally in a few short years. These students approach problems with empathy, critical thinking, and an eagerness to innovate that makes it always a pleasure to work with them.”

– Volunteer, 3DE



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** November 6 2023  
**Agenda Item:** Airport 5 year Federal/State CIP Submittal  
**Department:** Airport  
**Requested By:** Andrew Wiersma  
**Reviewed/Approved by City Attorney?** No  
**Cost:** \$0  
**Funding Source if Not in Budget** N/A

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

Requesting approval of the updated airport 5-year CIP and Mayor signature for Federal and State funding applications for FY25 projects. Projects on the CIP will require local match funding to receive Federal/State grant funding at the time of project acceptance. Approval of the CIP does not obligate the City to fund any of the projects.

**DALTON MUNICIPAL AIRPORT (DNN)  
DALTON, GA  
FY2025-2029 CIP**

FY		PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST TOTAL	FEDERAL NPE	FEDERAL BIL	FEDERAL DI	STATE COST	LOCAL COST
		<b>ENDING BALANCE OF FY23 NPE and FY23 BIL FUNDS:</b>			\$ 300,000.00	\$ 885,000.00			
2024	1	CONSTRUCTION OF OBSTRUCTION REMOVAL (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL	\$ 150,000	\$ 135,000.00	\$ 135,000.00		\$ -	\$ 7,500.00	\$ 7,500.00
		<b>TOTAL FY 2024</b>	<b>\$ 150,000</b>	<b>\$ 135,000.00</b>	<b>\$ 135,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,500.00</b>	<b>\$ 7,500.00</b>
		<b>FY25 FUNDS BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ 295,000.00</b>			
					<b>\$ 315,000.00</b>	<b>\$ 1,180,000.00</b>			
2025	1	LAND ACQUISITION PHASE II (FEE/EASEMENT) INCLUDING OBSTRUCTION REMOVAL DESIGN - RPZ APPROACH RUNWAY 14/32	\$ 250,000	\$ 225,000.00	\$ 225,000.00	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00
	2	CONSTRUCTION OF RUNWAY PAVEMENT AND ELECTRICAL REHABILITATION, AND TAXIWAY ELECTRICAL REHABILITATION, TO INCLUDE PAPI, ROTATING BEACON AND TOWER, AND WINDCONE (PHASE I)	\$ 3,500,000	\$ 3,150,000.00	\$ -	\$ 1,475,000.00	\$ 1,675,000.00	\$ 175,000.00	\$ 175,000.00
	3	DBE PLAN UPDATE (REIMBURSEMENT)	\$ 11,563	\$ 10,406.89	\$ 9,366.20	\$ -		\$ 578.16	\$ 578.16
	4	MALSR REHABILITATION	\$ 500,000				\$ -	\$ 375,000.00	\$ 125,000.00
		<b>TOTAL FY 2025</b>	<b>\$ 4,261,563</b>	<b>\$ 3,385,406.89</b>	<b>\$ 234,366.20</b>	<b>\$ 1,475,000.00</b>	<b>\$ 1,675,000.00</b>	<b>\$ 563,078.16</b>	<b>\$ 313,078.16</b>
		<b>FY25 FUNDS BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ 295,000.00</b>			
					<b>\$ 230,633.80</b>	<b>\$ -</b>			
2026	1	CONSTRUCTION - OBSTRUCTION REMOVAL - PHASE II (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32	\$ 300,000	\$ 270,000.00	\$ 270,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
		DESIGN REHAB OF SOUTH HANGAR TAXILANE AND APRON	\$ 135,000	\$ 121,500.00	\$ 99,833.80	\$ 21,666.20	\$ -	\$ 6,750.00	\$ 6,750.00
		COMPLETE PERIMETER FENCING	\$ 500,000				\$ -	\$ 375,000.00	\$ 125,000.00
		DBE PLAN UPDATE '27-'29	\$ 12,000	\$ 10,800.00	\$ 10,800.00	\$ -		\$ 600.00	\$ 600.00
		<b>TOTAL FY 2026</b>	<b>\$ 947,000</b>	<b>\$ 391,500.00</b>	<b>\$ 380,633.80</b>	<b>\$ 21,666.20</b>	<b>\$ -</b>	<b>\$ 21,750.00</b>	<b>\$ 21,750.00</b>
		<b>FY26 FUNDS BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ 295,000.00</b>			
					<b>\$ (0.00)</b>	<b>\$ 273,333.80</b>			
2027	1	LAND ACQUISITION AND DESIGN OBSTR REMOVAL - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14-32	\$ 300,000	\$ 270,000.00	\$ 150,000.00	\$ 120,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
	2	CONSTRUCTION OF PARALLEL TAXIWAY PAVEMENT (PHASE II)	\$ 2,000,000	\$ 1,800,000.00	\$ -	\$ 153,333.80	\$ 1,646,666.20	\$ 100,000.00	\$ 100,000.00
	3	NEW TERMINAL BUILDING	\$ 2,500,000	\$ 1,500,000.00				\$ 750,000.00	\$ 250,000.00
		<b>TOTAL FY 2027</b>	<b>\$ 4,800,000</b>	<b>\$ 3,570,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ 273,333.80</b>	<b>\$ 1,646,666.20</b>	<b>\$ 865,000.00</b>	<b>\$ 365,000.00</b>
		<b>FY27 FUNDS BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ -</b>			
					<b>\$ (0.00)</b>	<b>\$ -</b>			
2028	1	CONST SOUTH HANGAR TAXILANE/APRON REHABILITATION	\$ 1,000,000	\$ 900,000.00	\$ -	\$ -	\$ 900,000.00	\$ 50,000.00	\$ 50,000.00
	2	CONST OBSTRUCTION REMOVAL - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14-32	\$ 330,000	\$ 297,000.00	\$ 150,000.00	\$ -		\$ 16,500.00	\$ 16,500.00
		<b>TOTAL FY 2028</b>	<b>\$ 1,330,000</b>	<b>\$ 1,197,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ -</b>	<b>\$ 900,000.00</b>	<b>\$ 66,500.00</b>	<b>\$ 66,500.00</b>
		<b>FY28 FUNDS BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ -</b>			
					<b>\$ (0.00)</b>	<b>\$ -</b>			
2029	1	(DESIGN AND CONST) 3-PHASE POWER INFRASTRUCTURE FOR ELECTRIC AIRCRAFT	\$ 300,000	\$ 270,000.0	\$ 139,200.0		\$ 130,800.00	\$ 15,000.00	\$ 15,000.00
	2	DBE PLAN UPDATE '30-'32	\$ 12,000	\$ 10,800.00	\$ 10,800.00	\$ -	\$ -	\$ 600.00	\$ 600.00
	3	NEW APRON FOR HANGAR DEVELOPMENT	\$ 2,000,000	\$ 1,800,000.0	\$ -		\$ 1,800,000.00	\$ 100,000.00	\$ 100,000.00
		<b>TOTAL FY 2029</b>	<b>\$ 2,312,000</b>	<b>\$ 2,080,800</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 1,930,800</b>	<b>\$ 115,600</b>	<b>\$ 115,600</b>
		<b>BALANCE</b>			<b>\$ 150,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ 125,000.00</b>
		<b>TOTAL FY 2025-2029</b>	<b>\$ 13,650,563</b>	<b>\$ 10,624,707</b>	<b>\$ (0.00)</b>	<b>\$ 1,770,000</b>	<b>\$ 6,152,466</b>	<b>\$ 1,631,928</b>	<b>\$ 881,928</b>

Approved by:

David Pennington, Mayor  
City of Dalton

To be received by 11/11/2023 at:

Georgia Department of Transportation-Aviation Programs  
600 W. Peachtree St NW, 6th floor



**Application for Federal Assistance SF-424**

*1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation    * Other (Specify) <input type="checkbox"/> Revision
---	---

*3. Date Received: 11/10/2023	4. Applicant Identifier:
----------------------------------	--------------------------

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
--------------------------------	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Dalton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000557	*c. UEI: 0758692300000

**d. Address:**

*Street 1:	P.O. Box 1205
Street 2:	
*City:	Dalton
County/Parish:	Whitfield
*State:	GA
*Province:	
*Country:	USA: United States
*Zip / Postal Code	30722-1205

**e. Organizational Unit:**

Department Name: Dalton Municipal Airport	Division Name:
--	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	David
Middle Name:			
*Last Name:	Pennington		
Suffix:			

Title: Mayor

Organizational Affiliation:  
City of Dalton

\*Telephone Number: 706-226-1534                      Fax Number:

\*Email: kwitherow@daltonga.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

\*Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Obstruction Removal - Land Acquisition Phase II (Fee/Easement) RPZ Approach Runway 14/32

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: GA-014

\*b. Program/Project: GA-014

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 07/01/2024

\*b. End Date: 06/30/2025

**18. Estimated Funding (\$):**

*a. Federal	_____	\$ 225,000
*b. Applicant	_____	\$ 0
*c. State	_____	\$ 12,500
*d. Local	_____	\$ 12,500
*e. Other	_____	\$ 0
*f. Program Income	_____	\$ 0
*g. TOTAL	_____	\$ 250,000

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?** Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \_\_\_\_\_ \*First Name: David \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: Pennington \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 706-226-1534

Fax Number:

\* Email: kwitherow@daltonga.gov

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation            * Other (Specify) <input type="checkbox"/> Revision
---	---

*3. Date Received: 11/10/2023	4. Applicant Identifier:
----------------------------------	--------------------------

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
--------------------------------	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Dalton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000557	*c. UEI: 0758692300000

**d. Address:**

*Street 1:	P.O. Box 1205
Street 2:	
*City:	Dalton
County/Parish:	Whitfield
*State:	GA
*Province:	
*Country:	USA: United States
*Zip / Postal Code	30722-1205

**e. Organizational Unit:**

Department Name: Dalton Municipal Airport	Division Name:
--	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	David
Middle Name:			
*Last Name:	Pennington		
Suffix:			
Title: Mayor			
Organizational Affiliation: City of Dalton			
*Telephone Number: 706-226-1534		Fax Number:	

*Email: kwitherow@daltonga.gov
--------------------------------

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

\*Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Construction of Runway Pavement and Electrical Rehabilitation, and Taxiway Electrical Rehabilitation, to Include PAPI, Rotating Beacon and Tower, and Windcone (Phase I)

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: GA-014

\*b. Program/Project: GA-014

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 07/01/2024

\*b. End Date: 06/30/2025

**18. Estimated Funding (\$):**

*a. Federal	\$ 3,150,000
*b. Applicant	\$ 0
*c. State	\$ 175,000
*d. Local	\$ 175,000
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 3,500,000

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- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
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- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?** Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: David

Middle Name: \_\_\_\_\_

\*Last Name: Pennington

Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 706-226-1534

Fax Number:

\* Email: kwitherow@daltonga.gov

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation    * Other (Specify) <input type="checkbox"/> Revision
---	---

*3. Date Received: 11/10/2023	4. Applicant Identifier:
----------------------------------	--------------------------

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
--------------------------------	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
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**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Dalton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000557	*c. UEI: 0758692300000

**d. Address:**

*Street 1:	P.O. Box 1205
Street 2:	
*City:	Dalton
County/Parish:	Whitfield
*State:	GA
*Province:	
*Country:	USA: United States
*Zip / Postal Code	30722-1205

**e. Organizational Unit:**

Department Name: Dalton Municipal Airport	Division Name:
--	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	David
Middle Name:			
*Last Name:	Pennington		
Suffix:			
Title: Mayor			
Organizational Affiliation: City of Dalton			
*Telephone Number: 706-226-1534		Fax Number:	

*Email: kwitherow@daltonga.gov
--------------------------------

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

\*Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

DBE Plan Update

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: GA-014

\*b. Program/Project: GA-014

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 07/01/2024

\*b. End Date: 06/30/2025

**18. Estimated Funding (\$):**

*a. Federal	_____	\$ 10,800
*b. Applicant	_____	\$ 0
*c. State	_____	\$ 600
*d. Local	_____	\$ 600
*e. Other	_____	\$ 0
*f. Program Income	_____	\$ 0
*g. TOTAL	_____	\$ 12,000

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?** Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

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**Authorized Representative:**

Prefix: Mr. \_\_\_\_\_ \*First Name: David \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: Pennington \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 706-226-1534

Fax Number:

\* Email: kwitherow@daltonga.gov

\*Signature of Authorized Representative:

\*Date Signed:



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11/6/23  
**Agenda Item:** Resolution 23-21 Internal Management Property Donation  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

Resolution 23-21 for assimilating real estate on South Hamilton Street for purposes of an economic development project for affordable residential housing in coordination with the Dalton-Whitfield County Joint Development Authority.

**CITY OF DALTON  
RESOLUTION**

**RESOLUTION NO. 23-21**

WHEREAS, the City of Dalton is assimilating real estate on South Hamilton Street for purposes of an economic development project in the nature of affordable residential housing; and

WHEREAS, the City of Dalton finds that there is a need for such housing and will transfer property to the Dalton-Whitfield County Joint Development Authority pursuant to Intergovernment Agreement for implementation of such project; and

WHEREAS, Internal Management, Inc. is desirous and willing to donate that real property described in Exhibit "A" attached hereto and made a part hereof with retention of an easement for parking along the south twenty-five (25) feet of the tract; and

WHEREAS, the City of Dalton is desirous and willing to accept the gift of that real property as shown and described in Exhibit "A" with such easement for parking aforesaid;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton and by authority of same that the City accept gift/donation by Internal Management, Inc. of the real property shown and described in Exhibit "A."

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Dalton

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

Attest:

\_\_\_\_\_  
City Clerk

The foregoing Resolution was read at regular meeting of the Mayor and Council on \_\_\_\_\_, 2023. Upon Motion by Council member \_\_\_\_\_ and second by Council member \_\_\_\_\_ the question was called and the vote was \_\_\_\_\_ AYES, \_\_\_\_\_ NAYS and the Motion DOES pass.

---

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 26 and a portion of Lot Nos. 25 and 27, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14), and being Lot No. 175 and a portion of Lot Nos. 174 and 176, of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, together with the alleys separating the above-described lots, and being more particularly described according to a plat of survey prepared for the City of Dalton by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated July 20, 2011, revised August 7, 2011, and being more particularly described according to said survey as follows:

**BEGINNING** at an iron pin located in the east right of way line of Cherokee Street (40' R/W), said point being located south 11 degrees 50 minutes 40 seconds east, as measured along the east right of way line of Cherokee Street, a distance of 501.38 feet from the point of intersection of said right of way line and the south right of way line of Nichols Street; thence north 87 degrees 10 minutes 25 seconds east a distance of 257.25 feet to an iron pin located in the west right of way line of South Hamilton Street (60' R/W); thence south 12 degrees 11 minutes 50 seconds east, as measured along the west right of way line of South Hamilton Street, a distance of 40.0 feet to an iron pin; thence south 76 degrees 24 minutes 11 seconds west, along the north line of property owned by Internal Management, Inc., a distance of 108.46 feet; thence north 88 degrees 51 minutes 41 seconds west, along the north line of property owned by Internal Management, Inc., a distance of 149.73 feet to an iron pin; thence north 11 degrees 50 minutes 40 seconds west, as measured along the east right of way line of Cherokee Street, a distance of 50.0 feet to the POINT OF BEGINNING.

eFiled & eRecorded  
DATE: 10/12/2023  
TIME: 2:16 PM  
DEED BOOK: 07016  
PAGE: 00111 - 00113  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$0.00  
PARTICIPANT ID: 9346900302,7067927936  
CLERK: Babs Bailey  
Whitfield County, GA  
PT61: 002637

[Space above this line for recording data.]

Please Record and Return To:

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

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this 12<sup>th</sup> day of October, 2023, between **Internal Management, Inc.**, a Georgia corporation, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

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

**THE GRANTOR**, for and in consideration of a donation made by Grantor to Grantee, the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

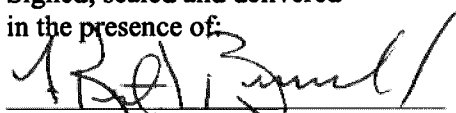
**THERE IS HEREBY RESERVED TO GRANTOR**, a perpetual exclusive easement, for the purpose of vehicular parking, along the south 25 feet of the above described property, said easement to be for the exclusive use of Grantor.

**GRANTOR AND GRANTEE** acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

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

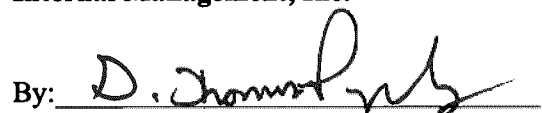
**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

**Internal Management, Inc.**

By:   
George Thomas Peeples, President

Attest:   
Margaret Willena Peeples, Secretary

My commission expires:

[Notarial Seal]



[Corporate Seal]

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 26 and a portion of Lot Nos. 25 and 27, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14), and being Lot No. 175 and a portion of Lot Nos. 174 and 176, of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, together with the alleys separating the above-described lots, and being more particularly described according to a plat of survey prepared for the City of Dalton by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated July 20, 2011, revised August 7, 2011, and being more particularly described according to said survey as follows:

**BEGINNING** at an iron pin located in the east right of way line of Cherokee Street (40' R/W), said point being located south 11 degrees 50 minutes 40 seconds east, as measured along the east right of way line of Cherokee Street, a distance of 501.38 feet from the point of intersection of said right of way line and the south right of way line of Nichols Street; thence north 87 degrees 10 minutes 25 seconds east a distance of 257.25 feet to an iron pin located in the west right of way line of South Hamilton Street (60' R/W); thence south 12 degrees 11 minutes 50 seconds east, as measured along the west right of way line of South Hamilton Street, a distance of 40.0 feet to an iron pin; thence south 76 degrees 24 minutes 11 seconds west, along the north line of property owned by Internal Management, Inc., a distance of 108.46 feet; thence north 88 degrees 51 minutes 41 seconds west, along the north line of property owned by Internal Management, Inc., a distance of 149.73 feet to an iron pin; thence north 11 degrees 50 minutes 40 seconds west, as measured along the east right of way line of Cherokee Street, a distance of 50.0 feet to the POINT OF BEGINNING.



## Noncash Charitable Contributions

**Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

**Go to [www.irs.gov/Form8283](http://www.irs.gov/Form8283) for instructions and the latest information.**

OMB No. 1545-0074

Attachment  
Sequence No. **155**

Name(s) shown on your income tax return

Internal Management, Inc.

**Identifying number**

**58-1766818**

**Note:** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities**—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

**Part I Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

**Note:** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

2	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

**Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)**—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

**Part I Information on Donated Property**

**2** Check the box that describes the type of property donated.

- |   |  |  |
|---|--|--|
| <b>a</b> <input type="checkbox"/> Art* (contribution of \$20,000 or more)   | <b>e</b> <input checked="" type="checkbox"/> Other Real Estate | <b>i</b> <input type="checkbox"/> Vehicles                     |
| <b>b</b> <input type="checkbox"/> Qualified Conservation Contribution       | <b>f</b> <input type="checkbox"/> Securities                   | <b>j</b> <input type="checkbox"/> Clothing and household items |
| <b>c</b> <input type="checkbox"/> Equipment                                 | <b>g</b> <input type="checkbox"/> Collectibles**               | <b>k</b> <input type="checkbox"/> Other                        |
| <b>d</b> <input type="checkbox"/> Art* (contribution of less than \$20,000) | <b>h</b> <input type="checkbox"/> Intellectual Property        |  |

\* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

\*\* Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

**Note:** In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	<u>0.31 Acres on South Hamilton Street</u>		<u>193,000</u>
B			
C			

4	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A	<u>08-29-2011</u>	<u>Purchase</u>	<u>\$53,800</u>		<u>\$193,000</u>	<u>10-12-23</u>
B						
C						

Name(s) shown on your income tax return <b>Internal Management, Inc.</b>	Identifying number <b>58-1766818</b>
---	---

**Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)–**  
 Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I.  
 Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also  
 attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest \_\_\_\_\_  
 If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . . \_\_\_\_\_  
**(2)** For any prior tax years . . . . \_\_\_\_\_
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different  
 from the donee organization in Section B, Part V, below):  
 Name of charitable organization (donee)  
 \_\_\_\_\_  
 Address (number, street, and room or suite no.) \_\_\_\_\_ City or town, state, and ZIP code \_\_\_\_\_
- d** For tangible property, enter the place where the property is located or kept \_\_\_\_\_
- e** Name of any person, other than the donee organization, having actual possession of the property \_\_\_\_\_

	Yes	No
<b>5a</b> Is there a restriction, either temporary or permanent, on the donee’s right to use or dispose of the donated property?		
<b>b</b> Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . . .		
<b>c</b> Is there a restriction limiting the donated property for a particular use? . . . . .		

**Part III Taxpayer (Donor) Statement—**List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.  
**Internal Management, Inc.**

Signature of taxpayer (donor) \_\_\_\_\_ Date \_\_\_\_\_

**Part IV Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.  
 Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign Here** Appraiser signature \_\_\_\_\_ Date \_\_\_\_\_  
 Appraiser name **Keith Appraisal Service** Title **President**

Business address (including room or suite no.) \_\_\_\_\_ Identifying number \_\_\_\_\_  
**PO Box 477**  
 City or town, state, and ZIP code \_\_\_\_\_  
**Chatsworth, GA 30705**

**Part V Donee Acknowledgment**

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date **October 12, 2023**  
 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . .  Yes  No

Name of charitable organization (donee) <b>The City of Dalton</b>	Employer identification number _____	
Address (number, street, and room or suite no.) <b>300 W Waugh Street</b>	City or town, state, and ZIP code <b>Dalton, GA 30720</b>	
Authorized signature _____	Title _____	Date _____



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11/6/23  
**Agenda Item:** Resolution 23-22 Enacting a New Charter  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

A RESOLUTION TO INTRODUCE LOCAL LEGISLATION TO THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF ENACTING A NEW CHARTER FOR THE CITY OF DALTON

**RESOLUTION 23-22**

**A RESOLUTION TO INTRODUCE LOCAL LEGISLATION TO THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF ENACTING A NEW CHARTER FOR THE CITY OF DALTON**

**WHEREAS**, the City of Dalton is a municipal corporation established by the General Assembly of this State for the purpose of the administration of local government;

**WHEREAS**, the current Charter of the City of Dalton was originally enacted by legislation in 1874;

**WHEREAS**, the population, economy, and government, geographic area, and structure of the City of Dalton have changed substantially since the enactment of the original Charter;

**WHEREAS**, the Mayor and City Council of the City of Dalton desire to update and modify numerous provisions in the Charter;

**WHEREAS**, the Mayor and City Council of the City of Dalton have determined said modifications are in the best interest of the City of Dalton and its residents;

**WHEREAS**, the General Assembly of the State of Georgia has the full authority to establish, alter, amend, enlarge, diminish, or abolish municipal corporations;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby request that its local delegation introduce legislation to approve a new Charter for the City of Dalton, which is attached hereto as Exhibit A, to be approved during the 2024 session of the Georgia General Assembly.

**SO RESOLVED** this \_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
David Pennington, Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk

# EXHIBIT A

A BILL TO BE ENTITLED  
AN ACT

To provide a new charter for the City of Dalton in Whitfield County, Georgia; to provide for incorporation, boundaries, and powers of the city; to provide for a governing authority of such city and the powers, duties, authority, election, terms, method of filling vacancies, compensation, qualifications, prohibitions, and removal from office relative to members of such governing authority; to provide for inquiries and investigations; to provide for organization and procedures; to provide for ordinances and codes; to provide for administrative responsibilities; to provide for boards, commissions, and authorities; to provide for a city administrator, a city attorney, a city clerk, and other personnel; to provide for rules and regulations; to provide for a municipal court and the judge or judges thereof; to provide for practices and procedures; to provide for taxation and fees; to provide for franchises, service charges, and assessments; to provide for bonded and other indebtedness; to provide for accounting and budgeting; to provide for the sale of property; to provide for penalties; to provide for an independent school system; to provide for public utilities; to provide for definitions and construction; to provide for other matters relative to the foregoing; to provide for severability; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

**ARTICLE I**

**INCORPORATION AND POWERS**

**SECTION 1.10.**

Name.

The city of Dalton in Whitfield County, Georgia, and the inhabitants thereof, are reincorporated by the enactment of this charter and are hereby constituted and declared a body politic and corporate under the name and style City of Dalton, Georgia and by that name shall have perpetual succession.

**SECTION 1.11.**

Corporate boundaries.

(a) The boundaries of the city shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of the city at all times shall be shown on a map, a written description or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: “Official Map (or Description) of the corporate limits of Dalton, Georgia.” Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description.

(b) The mayor and council may provide for the redrawing of any such map by ordinance to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes

the entire map or maps which it is designated to replace.

## SECTION 1.12.

### Powers and construction.

(a) The city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. The city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.

(b) The powers of the city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of the city. These powers shall include, but not be limited to, the following:

(1) *Animal regulations.* To regulate and license or to prohibit the keeping or running at-large of animals and fowl, and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted hereunder;

(2) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the city;

(3) *Building regulation.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, fire, property maintenance, and heating and air conditioning codes; and to regulate all housing, and building trades to the extent permitted by general law;

(4) *Business regulation and taxation.* To levy and to provide for the collection of regulatory fees and taxes on privileges, occupations, trades and professions as authorized by Title 48 of the Official Code of Georgia Annotated, or other such applicable laws as are or may hereafter be enacted; to permit and regulate the same; to provide for the manner and method of payment of such regulatory fees and taxes; and to revoke such permits after due process for failure to pay any city taxes or fees;

(5) *Condemnation.* To condemn property, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the mayor and council, utilizing procedures enumerated in Title 22 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted;

(6) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons and entities;

(7) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists within or without the city, and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the

protection, safety, health or well-being of the citizens of the city;

(8) *Environmental protection.* To protect and preserve the natural resources, environment and vital areas of the city, the region, and the state through the preservation and improvement of air quality, the restoration and maintenance of water resources, the control of erosion and sedimentation, the management of stormwater and establishment of a stormwater utility, the management of solid and hazardous waste, and other necessary actions for the protection of the environment;

(9) *Ethics.* To adopt ethics ordinances and regulations governing the conduct of municipal elected officials, appointed officials, and employees, establishing procedures for ethics complaints and setting forth penalties for violations of such rules and procedures;

(10) *Fire regulations.* To fix and establish fire limits and from time to time to extend, enlarge, or restrict the same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting; and to prescribe penalties and punishment for violations thereof;

(11) *Garbage fees.* To levy, fix, assess, and collect a garbage, refuse, and trash collection and disposal, and other sanitary service charge, tax, or fee for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein benefiting from such services; to enforce the payment of such charges, taxes or fees; and to provide for the manner and method of collecting such service charges;

(12) *General health, safety, and welfare.* To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards;

(13) *Gifts.* To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;

(14) *Health and sanitation.* To prescribe standards of health and sanitation and to provide for the enforcement of such standards;

(15) *Jail sentences.* To provide that persons given jail sentences in the city's municipal court may work out such sentences in any public works or on the streets, roads, drains, and other public property in the city, to provide for commitment of such persons to any jail, to provide for the use of pretrial diversion and any alternative sentencing allowed by law, or to provide for commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;

(16) *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the city;

(17) *Municipal agencies and delegation of power.* To create, alter, or abolish



departments, boards, offices, commissions, and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;

(18) *Municipal debts.* To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;

(19) *Municipal property ownership.* To acquire, dispose of, lease, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lesser interest, inside or outside the corporate limits of the city or the State of Georgia;

(20) *Municipal property protection.* To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;

(21) *Municipal utilities.* Except as otherwise set forth in this charter, to acquire, lease, construct, operate, maintain, sell, and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, stormwater management, gas works, electric light plants, cable television and other telecommunications, transportation facilities, public airports, and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations, and penalties; and to provide for the withdrawal of service for refusal or failure to pay the same;

(22) *Nuisance.* To define a nuisance and provide for its abatement whether on public or private property;

(23) *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this charter and the laws of the State of Georgia;

(24) *Planning and zoning.* To provide comprehensive city planning for development by zoning; and to provide subdivision regulation and the like as the mayor and council deems necessary and reasonable to insure a safe, healthy, and aesthetically pleasing community;

(25) *Police and fire protection.* To exercise the power of arrest through duly appointed police officers, and to establish, operate, or contract for a police and a fire-fighting agency;

(26) *Public hazards: removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;

(27) *Public improvements.* To provide for the acquisition, construction, building, operation, and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, public buildings, libraries, public housing, parking facilities, or charitable, cultural, educational, recreational, conservation, sport, detentional, penal, and medical institutions, agencies, and facilities; and to provide any other public improvements, inside or outside the corporate limits of the city and to regulate the use of public improvements; and for such purposes, property may be acquired by condemnation under Title 22 and Title 32 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted;

- (28) *Public peace.* To provide for the prevention and punishment of loitering, disorderly conduct, public drunkenness, riots, and public disturbances;
- (29) *Public transportation.* To organize and operate such public transportation systems as are deemed beneficial;
- (30) *Regulation of roadside areas.* To prohibit or regulate and control the erection, removal, connection, and maintenance of signs, billboards, trees, shrubs, fences, buildings, driveways, curb cuts, and any and all other structures or obstructions upon or adjacent to the rights of way of streets and roads or within view thereof, within or abutting the corporate limits of the city; and to prescribe penalties and punishment for violation of such ordinances;
- (31) *Retirement.* To provide and maintain a retirement plan for officers and employees of the city;
- (32) *Roadways.* To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the city; to grant franchises and rights of way throughout the streets and roads and over the bridges and viaducts for the use of public utilities; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;
- (33) *Sale of alcoholic beverages.* The mayor and council shall have the power by ordinance to regulate, license and tax the wholesale and retail sale of alcoholic beverages within the city in a manner consistent with state law; and shall have the power to establish and impose by ordinance fines, license suspensions and license revocations for violations of alcoholic beverage ordinances;
- (34) *Sewer fees.* To levy a fee, charge, or sewer tax as necessary to assure the acquiring, constructing, equipping, operating, maintaining, and extending of a sewage disposal plant and sewerage system, and to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge, or sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose, and collect a sewer connection fee or fees to those connected with the system;
- (35) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish, and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials and to provide for the sale of such items;
- (36) *Special Areas of Public Regulation.* To regulate or prohibit junk dealers, the manufacture and sale of intoxicating liquors; to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions, and shows of any kind, by taxation or otherwise; to license and

tax professional fortunetelling, palmistry, and massage parlors; and to restrict adult bookstores and other adult entertainment establishments to certain areas;

(37) *Special assessments.* To levy and provide for the collection of special assessments to cover the costs for any public improvements;

(38) *Taxes: ad valorem.* To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation; and to provide homestead exemption from such taxes.

(39) *Taxes: other.* To levy and collect such other taxes as may be allowed now or in the future by law;

(40) *Urban redevelopment.* To organize and operate an urban redevelopment program;

(41) *Vehicles for hire.* To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles; and

(42) *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; to exercise all implied powers necessary or desirable to carry into execution all powers granted in this charter as fully and completely as if such powers were fully stated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and any listing of particular powers in this charter shall not be held to be exclusive of others or restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

### **SECTION 1.13.**

Exercise of powers.

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this charter. If this charter makes no provision, such shall be carried into execution as provided by ordinance, resolution, or as provided by pertinent laws of the State of Georgia.

## **ARTICLE II**

### **GOVERNMENT STRUCTURE**

#### **SECTION 2.10.**

Mayor and council; number; wards; election.

The legislative authority of the government of the city, except as otherwise specifically provided in this charter, shall be vested in a governing body to be composed of a mayor and four councilmembers who shall be known as the Mayor and Council of the City of Dalton, Georgia. The governing body established shall in all respects be a successor to and continuation of the

governing authority under prior law. The mayor and councilmembers shall be elected in the manner provided by general law and this charter. For the purpose of electing councilmembers, the city shall consist of four wards. The boundaries of the four wards shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of each ward at all times shall be shown on a map, a written description, or any combination thereof, to be retained in the office of the city clerk and to be designated, as the case may be: "Official Map (or Description) of the Election Wards of the City of Dalton, Georgia." Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description. Each candidate for the position of councilmember must reside in the ward he or she seeks to represent, but such wards shall be residency wards only and not voting wards. All elections for mayor and councilmembers shall be at-large by the voters of the entire city.

### **SECTION 2.11.**

Terms and qualifications for office for mayor and councilmembers.

The mayor and councilmembers shall serve for terms of four years and until their respective successors are elected and qualified. No person shall be eligible to serve as mayor or councilmember unless that person shall have been a resident of the area comprising the corporate limits of the city for a continuous period of at least twelve (12) months immediately prior to the date of the election for mayor or councilmember, shall continue to reside therein during that person's period of service, and shall continue to be registered and qualified to vote in municipal elections of the city. In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a ward unless that person: (i) has been a resident of the ward such person seeks to represent for a continuous period of at least six (6) months immediately prior to the date of the election for councilmember; and (ii) continues to reside in such ward during that person's period of service. In the event that a councilmember no longer resides in the ward he or she was elected to represent, such councilmember shall immediately resign from the council. The terms of councilmembers shall be staggered as in effect on the date of this charter. For purposes of this provision, a person shall be deemed to be a resident where he or she is domiciled.

### **SECTION 2.12.**

Vacancy; filling of vacancies

(a) The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, removal from office in any manner authorized by this charter, or occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted.

(b) A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by appointment by the mayor and council or those members remaining if less than 12 months remains in the unexpired term. If such vacancy occurs 12 months or more prior to the expiration of the term of that office, it shall be filled for the remainder of the unexpired term by a special election, as provided for in Section 5.13 of this charter and in accordance with Titles 21 and 45 of the Official Code of Georgia Annotated, or other such laws as are or may

hereafter be enacted.

(c) This provision shall also apply to a temporary vacancy created by the suspension from office of the mayor or any councilmember.

### **SECTION 2.13.**

#### Compensation and expenses.

The mayor and councilmembers shall receive compensation and expenses for their services as provided by ordinance. The compensation in effect as of the date of enactment of this charter shall continue until modified as provided herein.

### **SECTION 2.14.**

#### Conflicts of Interest; Holding Other Offices.

(a) Elected and appointed officers of the city are trustees and servants of the residents of the city and shall act in a fiduciary capacity for the benefit of such residents.

(b) *Conflict of Interest.* No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:

(1) Engage in any business or transaction, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of that person's official duties or which would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(2) Engage in or accept private employment, or render services for private interests when such employment or service is incompatible with the proper discharge of that person's official duties or would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(3) Disclose confidential information, including information obtained at meetings which are closed pursuant to Title 50, chapter 14 of the Official Code of Georgia Annotated, concerning the property, government, or affairs of the governmental body by which the official is engaged without proper legal authorization; or use such information to advance the financial or other private interest of the official or others;

(4) Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm or corporation which to the official's knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which the official is engaged; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;

(5) Represent other private interests in any action or proceeding against this city or any portion of its government; or

(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which the official has a financial interest.

(c) *Disclosure.* Any elected official, appointed officer, or employee who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such interest to the city council. The mayor or any councilmember who has a financial interest in any matter pending before the city council shall disclose such interest and such disclosure shall be entered on the records of the city council, and that official shall disqualify himself or herself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such interest to the governing body of such agency or entity.

(d) *Use of Public Property.* No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit or profit but shall use such property only in their capacity as an officer or employee of the city.

(e) *Contracts Voidable and Rescindable.* Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render said contract or sale voidable at the option of the city council.

(f) *Ineligibility of Elected Official.* Except where authorized by law, neither the mayor nor any councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which that official was elected.

(g) *Political Activities of Certain Officers and Employees.* No appointive officer of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. No employee of the city shall continue in such employment upon qualifying for or election to any public office in this city or any other public office which is inconsistent, incompatible or in conflict with the duties of the city employee. Such determination shall be made by the mayor and council either immediately upon election or at any time such conflict may arise.

(h) *Penalties for Violation.*

(1) Any city officer or employee who knowingly conceals such financial interest or knowingly violates any of the requirements of this section shall be guilty of malfeasance in office or position and shall be deemed to have forfeited that person's office or position.

(2) Any officer or employee of the city who shall forfeit an office or position as described in paragraph (1) above, shall be ineligible for appointment or election to or employment in a position in the city government for a period of three years thereafter.

**SECTION 2.15.**

Inquiries and investigations.

Following the adoption of an authorizing resolution, the mayor and council may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof, and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the mayor and council shall be punished as provided by ordinance.

**SECTION 2.16.**

General Power and Authority of the Mayor and Council.

(a) Except as otherwise provided by law or this charter, the mayor and council shall be vested with all the powers of government of this city.

(b) In addition to all other powers conferred upon it by law, the mayor and council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Dalton and may enforce such ordinances by imposing penalties for violation thereof.

(c) In addition to all other powers conferred upon it by law, the mayor and council shall have the power and authority to appoint, remove, demote, and discharge the head of any department of the city at any time in the mayor and council's discretion, except as otherwise provided by this charter, ordinance, or by law.

**SECTION 2.17.**

Eminent Domain.

The mayor and council is hereby empowered to acquire, construct, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, stormwater, infrastructure, waterworks, electrical systems, gas systems, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities, and any other public improvements inside or outside the city, and to regulate the use thereof, and for such purposes, property may be condemned under procedures established under general law applicable now or as provided in the future.

**SECTION 2.18.**

Organizational meetings.

The mayor and council shall hold an organizational meeting on the first regularly scheduled meeting in January following the November election in which a councilmember seat or the mayoral position is on the ballot. The meeting shall be called to order by the mayor or the city

clerk and the oath of office shall be administered to the newly elected members by a judicial officer authorized to administer oaths and shall, to the extent that it comports with federal and state law, be as follows:

“I do solemnly (swear)(affirm) that I will faithfully perform the duties of (title of office) of this city and that I will support and defend the charter thereof as well as the constitution and laws of the State of Georgia and of the United States of America. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident of my district and the City of Dalton for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Dalton to the best of my ability without fear, favor, affection, reward, or expectation thereof.”

#### **SECTION 2.19.**

##### Regular and special meetings.

(a) The mayor and council shall hold regular meetings at such times and places as shall be prescribed by ordinance. All meetings shall be held in accordance with Code Section 50-14-1 of the Official Code of Georgia Annotated.

(b) Special meetings of the mayor and council may be held on call of the mayor or two councilmembers. Notice of such special meetings shall be served on all other members personally, by telephone personally, or by electronic transmission, at least 24 hours in advance of the meeting. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember and the mayor in writing before or after such a meeting, and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's or mayor's presence. Only the business stated in the call may be transacted at the special meeting.

(c) All meetings of the mayor and council shall be public to the extent required by law, and notice to the public of special meetings shall be made as fully as is reasonably possible as provided by Code Section 50-14-1 of the Official Code of Georgia Annotated or other such applicable laws as are or may hereafter be enacted.

#### **SECTION 2.20.**

##### Rules of procedure.

(a) The mayor and council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping minutes of its proceedings, which shall be a public record.

(b) Except as otherwise provided by resolution or ordinance, all committees composed entirely of members of the mayor and council shall be appointed by the mayor and shall serve at the



pleasure of the mayor.

### **SECTION 2.21.**

Quorum: voting.

(a) Except as otherwise provided herein, three (3) councilmembers shall constitute a quorum and shall be authorized to transact the business of the mayor and council. In the event only two (2) councilmembers are eligible to vote on a matter due to the absence, abstention, or recusal of two (2) councilmembers, then the mayor and two (2) councilmembers shall constitute a quorum and shall be authorized to transact the business of the mayor and council. The mayor pro tempore acting in the absence of the mayor shall be counted as a councilmember for the purposes of determining a quorum and voting. Except as otherwise provided in this charter, the affirmative vote of three (3) councilmembers shall be required for the adoption of any ordinance, resolution, or motion. In the event the quorum is comprised of the mayor and two (2) councilmembers, then the affirmative vote of the mayor and two (2) councilmembers shall be required for the adoption of any ordinance, resolution, or motion. In the case of a tie vote among the four (4) councilmembers, the vote of two (2) councilmembers and the mayor shall be required for the adoption of any ordinance, resolution, or motion. Voting on the adoption of ordinances, resolutions, or motions shall be by voice vote and the vote shall be recorded in the minutes of the proceedings, but any member of the mayor and council shall have the right to request a roll-call vote and such vote shall be recorded in the minutes of the proceedings. An abstention or recusal shall not be counted as a vote for or against and will not defeat a quorum.

(b) No member of the city council shall abstain from voting on any matter properly brought before the council for official action except when such councilmember has a conflict of interest which is disclosed in writing prior to or orally at the meeting and made a part of the minutes. Any member of the city council present and eligible to vote on a matter and refusing to do so for any reason other than a properly disclosed and recorded conflict of interest shall be deemed to have acquiesced or concurred with the members of the majority who did vote on the question involved.

### **SECTION 2.22.**

Ordinance form; procedures.

(a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be “BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same, IT IS HEREBY ORDAINED” and every ordinance shall so begin.

(b) An ordinance may be introduced by any councilmember or the mayor and be read at a regular or special meeting of the mayor and council. Ordinances shall be considered and adopted or rejected by the mayor and council in accordance with the rules which it shall establish; provided, however, that an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in Section 2.24 of this charter. Upon introduction of any ordinance, the clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

**SECTION 2.23.**

Action requiring an ordinance.

Acts of the mayor and council which have the force and effect of law shall be enacted by ordinance.

**SECTION 2.24.**

Emergencies.

(a) To meet a public emergency affecting life, health, property, or public peace, the mayor and council may convene on the call of the mayor or two councilmembers and promptly adopt an emergency ordinance, but such ordinance may not levy taxes; grant, renew, or extend a franchise; or authorize the borrowing of money except for loans to be repaid within 30 days. An emergency ordinance shall be introduced in the form prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed 30 days following the date upon which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(b) Such meetings shall be open to the public to the extent required by law, and notice to the public of emergency meetings shall be made as fully as is reasonably possible in accordance with Code Section 50-14-1 of the Official Code of Georgia Annotated or such other applicable laws as are or may hereafter be enacted.

**SECTION 2.25.**

Codes of technical regulations.

(a) The mayor and council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that: (1) the requirements of Section 2.22(b) for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and (2) a copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to Section 2.26.

(b) Copies of any adopted code of technical regulations shall be made available by the city clerk or building inspector for inspection by the public.

**SECTION 2.26.**

Signing; authenticating; recording; codification; printing.

(a) The city clerk shall authenticate all ordinances adopted by the mayor and council by his or her signature and record in full in a properly indexed book kept for that purpose.

(b) The mayor and council shall provide for the preparation of a general codification of all the ordinances of the city having the force and effect of law. The general codification shall be adopted by the mayor and council by ordinance and shall be published, together with all amendments thereto and such codes of technical regulations and other rules and regulations as the mayor and council may specify. This codification shall be known and cited officially as "The Code of the City of Dalton, Georgia." Copies of the code shall be furnished to all officers, departments, and agencies of the city, and made available for purchase by the public at a reasonable price as fixed by the mayor and council.

(c) The mayor and council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption, and the printed ordinances and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the mayor and council. Following publication of the first code under this charter and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The mayor and council shall make such further arrangements as deemed desirable with reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

**SECTION 2.27.**

City Administrator; Appointment; Qualifications; Compensation.

The mayor and council shall appoint a city administrator for an indefinite term and shall fix the city administrator's compensation. The city administrator shall be appointed solely on the basis of executive and administrative qualifications.

**SECTION 2.28.**

Removal of City Administrator.

The city administrator is employed at will and may be summarily removed from office at any time by the mayor and council at a meeting held in accordance with this charter. In this matter the mayor shall be entitled to cast a vote without regard to a tie vote among the councilmembers.

**SECTION 2.29.**

Powers and Duties of the City Administrator.

The city administrator shall be the chief executive and administrative officer of the city. The city administrator shall be responsible to the city council for the administration of all city affairs placed in the city administrator's charge by or under this charter. As the chief executive and administrative officer, the city administrator shall:

- (1) Supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this charter or by law.
- (2) To act as budget officer for the City of Dalton pursuant to the powers set forth in O.C.G.A. § 36-81-1 et seq. To further set the budgetary calendar to meet the requirements of law and prescribe the form for presentation of any budgetary request to the City of Dalton. Budget requests shall be initially filed with the city administrator. The city administrator shall annually, or more often as may be required by the mayor and council, prepare and propose a balanced budget for the City of Dalton.
- (3) Care and be responsible for all buildings and all real and personal property of the city.
- (4) In the event there is not an acting department head, appoint, suspend, or remove all city employees in such department, except as otherwise provided by law or this charter.
- (5) Advise the mayor and council on the hiring or termination of department heads over whom the city administrator has management and supervision responsibility.
- (6) Attend meetings of the mayor and council and its committees and assist all of the standing or special committees of the city and make available to them such information as may be needed.
- (7) Advise and assist the mayor and councilmembers in the performance of their duties.
- (8) Review and advise the mayor and council regarding the activities of the various departments, bureaus, boards, commissions, authorities, of the city under the direct authority of the mayor and council.
- (9) Serve ex-officio as a nonvoting member of all boards, commissions, authorities, or agencies of the city under the direct authority of the mayor and council, except for those boards, commissions, authorities, or agencies created under local act or for which authority is provided by general statute of the General Assembly of Georgia.
- (10) Perform all other duties as may be lawfully delegated to him or her by the mayor and council.

### **SECTION 2.30.**

#### **Mayor and Council Interference with Administration.**

Except as otherwise provided in this charter and except for the purpose of inquiries and investigations under Section 2.15, the mayor and council or its members shall provide orders or direction to city officers and employees who are subject to the direction and supervision of the city

administrator through the city administrator, and neither the mayor and council nor its members shall give orders to any such officer or employee, either publicly or privately.

### **SECTION 2.31.**

#### **Powers and Duties of Mayor.**

The mayor shall:

- (a) preside at all meetings of the city council;
- (b) present first draft of agenda at all meetings of the city council;
- (c) be the head of the city for the purpose of service of process and for ceremonial purposes, and be the official spokesperson for the city and the chief advocate of policy;
- (d) be the deciding vote on matters before the city council in the event of a tied vote of the councilmembers;
- (e) have power to administer oaths and to take affidavits; and
- (f) sign as a matter of course on behalf of the city all written and approved contracts, ordinances and other instruments executed by the city which by law are required to be in writing.

### **SECTION 2.32.**

#### **Selection of mayor pro tempore.**

By a majority vote of the mayor and council, a councilmember shall be elected to serve as mayor pro tempore who shall serve at the pleasure of the mayor and council for same term as the mayor. The mayor pro tempore shall continue to vote and otherwise participate as a councilmember.

### **SECTION 2.33.**

#### **Mayor pro tempore.**

During the absence or physical or mental disability of the mayor for any cause, the mayor pro tempore, or in the mayor pro tempore's absence or disability for any reason, any one of the councilmembers chosen by a majority vote of councilmembers, shall be clothed with all the rights and privileges of the mayor and shall perform the duties of the office of the mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by majority vote of all councilmembers. The mayor pro tempore or selected councilmember shall sign all contracts and ordinances in which the mayor has a disqualifying financial interest as provided in Section 2.14 of this charter.

### **ARTICLE III**

#### **ADMINISTRATIVE AFFAIRS**

##### **SECTION 3.10.**

###### **Chief Financial Officer**

- (a) The office of chief financial officer is created and established for the city with the powers, duties, method of appointment, qualifications, term of office, and compensation as hereinafter provided.
- (b) The mayor and council by a majority vote shall appoint a chief financial officer for an indefinite term by motion recorded in the minutes of the proceedings of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.
- (c) The compensation of the chief financial officer shall be fixed by the city administrator.
- (d) The chief financial officer shall be the director of the department of finance and shall report to the city administrator.
- (e) The chief financial officer shall perform such financial duties as may be assigned by the city administrator or as may be required by law.
- (f) The chief financial officer may be suspended and or removed by a majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

##### **SECTION 3.11.**

###### **City clerk.**

- (a) The mayor and council shall appoint a city clerk for an indefinite term by motion recorded in the minutes of the proceedings of the mayor and council who shall not be an elected officer or the head of any other department of the city. The city clerk shall report to the city administrator. The city clerk may be suspended and or removed by a majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.
- (b) The city clerk shall be the custodian of the official city seal and city records; attend all meetings of the mayor and council and keep accurate minutes of all its proceedings; maintain all oaths taken by officers and employees of the city; supervise and keep a record of all elections; maintain a record of all appointments to office; be the custodian of all city contracts, deeds to city real estate and leases of city property; authenticate and certify city documents; and undertake such additional tasks as may be assigned by the city administrator from time to time.
- (c) The compensation of the city clerk shall be fixed by the city administrator.

### **SECTION 3.12**

#### City auditor.

- (a) The mayor and council shall appoint a city auditor for an indefinite term who shall be a certified public accountant or a certified public accountant firm. The city auditor shall be responsible for providing an annual independent audit of all city accounts, funds, and financial transactions in accordance with generally accepted auditing principles.
- (b) The city auditor is not a public official of the city and does not take an oath of office. The city auditor shall at all times be an independent contractor.
- (c) The city auditor shall be removed at any time upon majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

### **SECTION 3.13.**

#### City attorney.

The mayor and council shall appoint a city attorney who has been recommended by the city administrator for an indefinite term who shall be a member in good standing of the State Bar of Georgia and shall have practiced law for at least five years at the time of his or her appointment, together with such assistant city attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers. The city attorney shall be responsible for providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting attorney in the municipal court; shall attend the meetings of the mayor and council and its commissions and authorities; shall advise the mayor, councilmembers and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the position as city attorney. The city attorney shall review all contracts of the city but shall not have the power to bind the city.

### **SECTION 3.14**

#### Administrative and service departments.

- (a) Except as otherwise provided in this charter, the mayor and council, by ordinance or resolution, shall prescribe the functions or duties of, and establish, abolish, alter, consolidate, or leave vacant, all nonelective offices, positions of employment, departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city.
- (b) Except as otherwise provided by this charter or by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
- (c) All appointive officers and directors of departments shall receive such compensation as prescribed by the city administrator.

- (d) There shall be a director of each department or agency who shall be its principal officer. Each director shall, subject to the direction and supervision of the city administrator, be responsible for the administration and direction of the affairs and operations of that director's department or agency.
- (e) The director of each department or agency may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

### **SECTION 3.15.**

#### Boards, commissions, and authorities.

(a) *General Authority.*

(1) The mayor and council shall create by ordinance such boards, commissions, and authorities to fulfill any investigative, advisory, quasi-judicial, or quasi-legislative function as the mayor and council deems necessary and shall by ordinance establish the composition, period of existence, duties, and powers thereof.

(2) All members of boards, commissions, and authorities of the city shall be appointed by the mayor and council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, terms of office, or manner of appointment is prescribed by this charter or by law. Except as otherwise prescribed by this charter or by law, members of boards, commissions, and authorities of the city shall serve at will and may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

(3) The mayor and council, by ordinance, may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority.

(4) Except as otherwise provided by charter or by law, no member of any board, commission, or authority shall hold any elective office in the city.

(5) Any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by this charter or by law.

(6) No member of a board, commission, or authority shall assume office until that person has taken an oath obligating himself or herself to faithfully and impartially perform the duties of that member's office, such oath to be prescribed by ordinance or resolution.

(7) Except as otherwise provided by this charter or by law, each board, commission, or authority of the city shall elect one of its members as chair and one member as vice chair, and may elect as its secretary one of its own members or may appoint as secretary an employee of the city. Each board, commission, or authority of the city government may establish such bylaws, rules, and regulations, not inconsistent with this charter, ordinances



of the city, or law, as it deems appropriate and necessary for the fulfillment of its duties or the conduct of its affairs. Copies of such bylaws, rules, and regulations shall be filed with the city clerk.

(8) All meetings of boards, commissions and authorities shall be public to the extent required by law, and notice to the public of special meetings shall be made as fully as is reasonably possible as provided by Code Section 50-14-1 of the O.C.G.A. or other such applicable laws as are or may hereafter be enacted.

### **SECTION 3.16.**

Personnel policies.

(a) All employees of the city shall serve at will and may be terminated at any time unless otherwise provided by this charter, ordinance, or by law.

(b) Subject to subsection (a) of this Section 3.16, the rights, status, salaries, wages, rank, and conditions of employment of all employees of the city shall be and remain as they existed at the time this charter becomes effective and shall so remain until and unless changed or terminated under some provision of this charter, by ordinance or resolution of the mayor and council, or by the exercise of such authority delegated by mayor and council.

(c) No appointed officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office.

## **ARTICLE IV**

### **JUDICIAL BRANCH**

#### **SECTION 4.10.**

Creation; name.

There shall be a court to be known as the Municipal Court of the City of Dalton, Georgia.

#### **SECTION 4.11.**

Chief judge; associate judge; prosecuting attorney.

(a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or stand-by judges as shall be provided by ordinance.

(b) No person shall be qualified or eligible to serve as a judge on the municipal court unless that person shall have attained the age of 21 years, shall be a member in good standing of the State Bar of Georgia, and shall possess all qualifications required by law. All judges shall be appointed by the mayor and council.

(c) Compensation of the judges shall be fixed by the mayor and council.

- (d) Judges shall serve at will and may be removed from office at any time by the mayor and council unless otherwise provided by ordinance or other law.
- (e) Before assuming office, each judge shall take the oath provided in Section 2.18 of this charter. The oath shall be entered upon the minutes of the proceedings of the mayor and council.
- (f) The mayor and council may employ a qualified attorney to prosecute violations of city ordinances and other offenses over which the municipal court has jurisdiction upon such terms as the mayor and council may determine.
- (g) The municipal court shall have a court administrator appointed by the mayor and council.

#### **SECTION 4.12.**

##### Convening.

The municipal court shall be convened at regular intervals as determined by the court administrator.

#### **SECTION 4.13.**

##### Jurisdiction; powers.

- (a) The municipal court shall try and punish violations of this charter, all city ordinances, and such other violations as provided by law.
- (b) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed \$200.00 or ten days in jail.
- (c) The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or imprisonment for 180 days, or both such fine and imprisonment, or may fix punishment by fine, imprisonment, or alternative sentencing, as now or hereafter provided by law.
- (d) The city administrator shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation, and caretaking of prisoners bound over to superior courts for violations of state law.
- (e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety for the appearance of persons charged with violations. Whenever any person shall give bail for that person's appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited, and the judge presiding at such time shall issue an execution thereon by serving the defendant and the defendant's sureties with a rule nisi at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial and such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the city or the property so deposited shall have a lien against it for the value

forfeited which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

(f) The municipal court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgments, and sentences; and to administer such oaths as are necessary.

(g) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas, and warrants which may be served as executed by any officer as authorized by this charter or by law.

(h) Each judge of the municipal court shall be authorized to issue warrants for the arrest of persons charged with offenses against any ordinance of the city, and each judge of the municipal court shall have the same authority as a magistrate of the state to issue warrants for offenses against state laws committed within the city.

#### **SECTION 4.14.**

##### Appeal.

Any person aggrieved by a decision of the municipal court shall have the right to appeal as provided by law.

#### **SECTION 4.15.**

##### Rules for court.

With the approval of the mayor and council, the court administrator shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the mayor and council may adopt in part or in total the rules and regulations applicable to municipal courts. The rules and regulations made or adopted shall be filed with the city clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

### **ARTICLE V**

#### **ELECTIONS AND REMOVAL**

#### **SECTION 5.10.**

##### Applicability of general law.

All primaries and elections shall be held and conducted in accordance with the Georgia Election Code (Title 21, Chapter 2 of the Official Code of Georgia Annotated) as now or hereafter amended.

#### **SECTION 5.11.**

##### Nonpartisan elections.

Political parties shall not conduct primaries for city offices and all names of candidates for city

offices shall be listed without party designations.

**SECTION 5.12.**

Election by majority vote.

The candidates for mayor and councilmember who receive a majority of the votes cast in the applicable election shall be elected to a term of office. In the event no candidate receives a majority of the votes cast in said election, a run-off election shall be held between the two candidates receiving the highest number of votes. Such run-off shall be held at the time specified by state election law, unless such run-off date is postponed by court order.

**SECTION 5.13.**

Special elections.

The mayor and council shall have the power to call for a special election as provided by this charter or the laws of the State of Georgia. Any special election shall be held and conducted in accordance with the "Georgia Election Code," Chapter 2 of Title 21 of the Official Code of Georgia Annotated, as now or hereafter amended.

**SECTION 5.14.**

Other provisions.

Except as otherwise provided by this charter, the mayor and council shall, by ordinance, prescribe such rules and regulations it deems appropriate to fulfill any options and duties under the Georgia Election Code.

**SECTION 5.15.**

Removal of officers.

(a) The mayor or a councilmember may be removed from office for any one or more of the causes provided in Title 45 of the Official Code of Georgia Annotated or such other applicable laws as are or may hereafter be enacted.

(b) Removal of an officer pursuant to subsection (a) of this section shall be accomplished by one of the following methods:

(1) A decision of an impartial panel following a hearing on action taken by the city council. In the event an elected officer is sought to be removed by the action of the city council, such officer shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten (10) days after the service of such written notice. The city council shall provide by ordinance for the manner in which such hearings shall be held. Any elected officer sought to be removed from office as herein provided shall have the right of appeal from the decision of the city council to the Superior Court of Whitfield County. Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court.

(2) An order of the Superior Court of Whitfield County following a hearing on a

complaint seeking such removal brought by any resident of the city of Dalton.

**SECTION 5.16.**

Registration; conduct of elections

The mayor and council is authorized and empowered to designate and contract with the Whitfield County Registrar and Board of Elections to receive voter registration of city electors, qualify candidates, and to conduct city elections.

**ARTICLE VI**

**FINANCE**

**SECTION 6.10.**

Property tax.

The mayor and council may assess, levy, and collect an ad valorem tax on all real and personal property within the corporate limits of the city that is subject to such taxation by the state and county. This tax is for the purpose of raising revenues to defray the costs of operating the city government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by the mayor and council in its discretion.

**SECTION 6.11.**

Millage rate; due dates; payment methods.

The mayor and council, by ordinance, shall establish a millage rate for the city property tax, a due date, and the time period within which these taxes must be paid. The mayor and council, by ordinance, may provide for the payment of these taxes by installments or in one lump sum, as well as authorize the voluntary payment of taxes prior to the time when due. The mayor and council may contract with the Whitfield County Tax Commissioner to collect taxes.

**SECTION 6.12.**

Occupation and business taxes.

The mayor and council by ordinance shall have the power to levy such occupation or business taxes as are not denied by law. The mayor and council may classify businesses, occupations, or professions for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in Section 6.18 of this charter.

**SECTION 6.13.**

Administration fees; regulatory fees; permits.

The mayor and council by ordinance shall have the power to require businesses or practitioners doing business within the city to obtain a permit for such activity from the city and pay a reasonable administration fee or regulatory fee for such permit as provided by general law. Such fees shall

reflect the total cost to the city of regulating the activity, and, if unpaid, shall be collected as provided in Section 6.18 of this charter.

**SECTION 6.14.**

Franchises

(a) The mayor and council shall have the power to grant franchises for the use of the city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations. The mayor and council shall determine the duration, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises; provided, however, no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city receives just and adequate compensation therefor. The mayor and council shall provide for the registration of all franchises with the city clerk in a registration book kept by the city clerk. The mayor and council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

(b) If no franchise agreement is in effect, the mayor and council has the authority to impose a tax on gross receipts for the use of the city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations.

**SECTION 6.15.**

Service charges.

The mayor and council by ordinance shall have the power to assess and collect fees, charges, and tolls for stormwater, solid waste collection, sanitary and health services, or any other services provided or made available within and without the corporate limits of the city for the total cost to the city of providing or making available such services. If unpaid, such charges shall be collected as provided in Section 6.18 of this charter.

**SECTION 6.16.**

Special assessments.

The mayor and council by ordinance shall have the power to assess and collect the cost of constructing, reconstructing, widening, or improving any public way, street, sidewalk, curbing, gutters, sewers, or other utility mains and appurtenances from the abutting property owners under such terms and conditions as are reasonable. If unpaid, such charges shall be collected as provided in Section 6.18 of this charter.

**SECTION 6.17.**

Construction; other taxes and fees.

The city shall be empowered to levy any other tax or fee allowed now or hereafter by law, and the specific mention of any right, power, or authority in this article shall not be construed as limiting

in any way the general powers of the city to govern its local affairs.

**SECTION 6.18.**

Collection of delinquent taxes and fees.

The mayor and council, by ordinance, may provide generally for the collection of delinquent taxes, fees, or other revenue due the city under Sections 6.10 through 6.17 of this charter by whatever reasonable means as are not precluded by law. This shall include providing for the dates when the taxes or fees are due; late penalties or interest; issuance and execution of fi.fas.; creation and priority of liens; making delinquent taxes and fees personal debts of the persons required to pay the taxes or fees imposed; revoking city permits or licenses for failure to pay any city taxes or fees; and providing for the assignment or transfer of tax executions.

**SECTION 6.19.**

General obligation bonds.

The mayor and council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

**SECTION 6.20.**

Revenue bonds.

Revenue bonds may be issued by the mayor and council as state law now or hereafter provides. Such bonds are to be paid out of any revenue produced by the project, program, or venture for which they were issued.

**SECTION 6.21.**

Short-term loans.

The city may obtain short-term loans and must repay such loans not later than December 31 of each year, unless otherwise provided by law.

**SECTION 6.22.**

Lease-purchase contracts.

The city may enter into multiyear lease, purchase, or lease-purchase contracts for the acquisition of goods, materials, real and personal property, services, and supplies provided the contract terminates without further obligation on the part of the city at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. Contracts must be executed in accordance with the requirements of Code Section 36-60-13 of the Official Code of Georgia Annotated, or other such applicable laws as are or may hereafter be enacted.

**SECTION 6.23.**

Fiscal year.

The mayor and council shall set the fiscal year by ordinance. This fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department, agency, and activity of the city government unless otherwise provided by state or federal law.

**SECTION 6.24.**

Preparation of budgets.

(a) The mayor and council shall provide a resolution on the procedures and requirements for the preparation and execution of an annual operating budget and a capital budget, including requirements as to the scope, content, and form of such budgets and plans.

(b) Budgets shall be prepared for the General Fund, Debt Service Fund, Capital Projects Fund, Special Revenue Fund(s) and any other fund deemed as necessary by the mayor and council or mandated by state law.

**SECTION 6.25.**

Submission of Operating Budget to Mayor and Council.

On or before a date fixed by the city council but not later than 30 days prior to the beginning of each fiscal year, the city administrator shall submit to the mayor and council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the city administrator containing a statement of the general fiscal policies of the city, the important features of the budget, explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other pertinent comments and information. The operating budget and the capital budget hereinafter provided for, the budget message, and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

**SECTION 6.26.**

Action by mayor and council on budget.

(a) The mayor and council may amend the operating budget and the capital budget proposed by the city administrator, except that the budget as finally amended and adopted must provide for all expenditures required by state law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues.

(b) The mayor and council by voice vote shall adopt the final operating budget and the capital budget for the ensuing fiscal year not later than the first regularly scheduled meeting of each year. If the mayor and council fails to adopt the budget by this date, the amounts appropriated for operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated accordingly until such time as the mayor and council adopts a budget for the ensuing fiscal year. Adoption of the budgets shall take the form of an



appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity as set out in the budget preparation resolution adopted pursuant to Section 6.24 of this charter.

(c) The amount set out in the adopted operating budget and the capital budget for each city department shall constitute the annual appropriation for such, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations or allotment thereof to which it is chargeable.

#### **SECTION 6.27.**

##### Tax levies.

The mayor and council shall levy by ordinance such taxes as are necessary and authorized by the laws of the State of Georgia. The taxes and tax rates set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances, and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual operating budget for defraying the expenses of the general government of the city.

#### **SECTION 6.28.**

##### Changes in appropriations.

The mayor and council by ordinance may make changes in the appropriations contained in the current operating budget at any regular meeting or special or emergency meeting called for such purpose.

#### **SECTION 6.29.**

##### Capital Budget.

(a) On or before the date fixed by the mayor and council, the city administrator shall submit to the mayor and council a proposed capital improvements plan with a recommended capital budget containing the means of financing the improvements proposed for the ensuing fiscal year. The mayor and council shall have power to accept, with or without amendments, or reject the proposed plan and proposed budget. The mayor and council shall not authorize an expenditure for the construction of any building, structure, work or improvement, unless the appropriations for such project are included in the capital budget, except to meet a public emergency as provided in Section 2.24.

(b) The mayor and council shall adopt by ordinance the final capital budget for the ensuing fiscal year. The city administrator may submit amendments to the capital budget to the Mayor and Council at any time during the fiscal year, accompanied by recommendations. Any such amendments to the capital budget shall become effective only upon adoption by ordinance.

**SECTION 6.30.**

Unexpended appropriations and capital budgets.

All unexpended appropriations and capital budgets shall lapse at the fiscal year-end without any action of the mayor and council.

**SECTION 6.31.**

Independent audit.

There shall be an annual independent audit of all city accounts, funds, and financial transactions by the city auditor. The audit shall be conducted according to generally accepted auditing principles. Any audit of any funds by the state or federal governments may be accepted as satisfying the requirements of this charter. Copies of annual audit reports shall be available at printing costs to the public.

**SECTION 6.32.**

Contracting procedures.

No contract with the city shall be binding on the city unless:

- (a) It is in writing;
- (b) It is drawn by or submitted to and reviewed by the city attorney;
- (c) It is made or authorized by the mayor and council and such approval is entered in the mayor and council minutes of the proceedings pursuant to Section 2.20 of this charter; and
- (d) It is signed by the mayor or a department head specifically authorized by the mayor and council by ordinance or resolution.

**SECTION 6.33.**

Purchasing.

The mayor and council shall by resolution prescribe procedures for a system of purchasing for the city.

**SECTION 6.34.**

Sale and lease of city property.

- (a) Except as otherwise provided in this charter, the mayor and council may sell and convey or lease any real or personal property owned or held by the city for governmental or other purposes as now or hereafter provided by law.
- (b) The mayor and council may quitclaim any rights it may have in property not needed for public purposes upon report by the city administrator and adoption of a resolution, both finding

that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.

(c) Whenever in opening, extending or widening any street, avenue, alley or public place of the city, a small parcel or tract of land is cut-off or separated by such work from a larger tract or boundary of land owned by the city, the mayor and council may authorize the city administrator to sell and convey said cut-off or separated parcel or tract of land to an abutting or adjoining property owner or owners where such sale and conveyance facilitates the enjoyment of the highest and best use of the abutting owner's property. Included in the sales contract shall be a provision for the rights-of-way of said street, avenue, alley or public place. Each abutting property owner shall be notified of the availability of the property and given the opportunity to purchase said property under such terms and conditions as set out by ordinance. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

### **SECTION 6.35.**

#### **Insurance.**

The city shall maintain sufficient casualty and liability insurance coverage on all property owned and/or operated by city personnel to adequately indemnify the city on claims of loss by injured or aggrieved parties. The amounts of insurance coverage shall be set from time to time by the city council in the form of a resolution as the need arises.

## **ARTICLE VII**

### **INDEPENDENT CITY SCHOOL DISTRICT**

#### **SECTION 7.10.**

#### **Acknowledgement of Establishment of Dalton City Public School District and Authority to Continue and Maintain the Dalton City Public School District.**

- a) Be it acknowledged that the City of Dalton has established an independent public school district for the City of Dalton and organized a school board for the governance of said school district, known as the Dalton City Public School District, pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, which school district and school board are hereby affirmed.
- b) Be it further acknowledged that Article VIII, Section V, paragraph I of the Constitution of this State provides that “[e]xisting county and independent school systems shall be continued” and the City does authorize and recognize that Dalton City Public School District shall continue to exist as an independent school district whose borders are coterminous with the City of Dalton as now or in the future may exist.

- c) Be it further acknowledged that the independent school district known as the Dalton City Public School District has continued to operate and has not ceased in its functions and duties since its creation.
- d) Be it enacted by the authority aforesaid that the Board of Education of the Dalton City Public School District is hereby authorized and empowered, and authority is granted to the Board of Education to continue to maintain and control the Dalton City Public School District, as an independent public school district in the city, through local taxation and other means of support as permitted by Georgia law and in conformity with and as permitted by Article VIII, Section V, paragraph I of the Constitution of this State.

**SECTION 7.11**

Election of Board of Education.

The Board of Education and the election of the members of the Board of Education of the Dalton City Public School District shall be governed by all applicable Local Acts and any applicable state law.

**SECTION 7.12**

Organization of Board of Education.

Be it further enacted by the authority aforesaid, that the officers of said Board of Education shall be as provided by law and the policies of the Board of Education.

**SECTION 7.13**

Powers and duties of Board of Education.

Be it further enacted by the authority aforesaid that the Board of Education of the Dalton City Public School District is hereby vested with all the authority and power provided for in the Georgia Constitution and any applicable Local Acts and state law applicable to both county and independent school districts, including, but not limited to, incurring debt; however, the Board of Education shall be required to obtain approval from the mayor and council of the City of Dalton prior to incurring any debt, and such approval shall be evidenced by resolution or ordinance. The Board of Education shall faithfully perform the duties prescribed under the Local Acts and under any applicable state law.

**SECTION 7.14**

Superintendent; Appointment; Qualifications; Compensation.

The Board of Education shall employ a Superintendent for a definite term, in accordance with applicable state law and board policy, and shall fix the Superintendent's compensation.

## **SECTION 7.15**

### **Powers and Duties of the Superintendent.**

The Superintendent shall be the chief administrative officer of the Dalton City Public School District. The Superintendent shall be responsible to the Board for the administration of all school district affairs placed in the Superintendent's charge by or under this charter. As the chief administrative officer of the school district, the Superintendent shall faithfully perform the duties prescribed by the Board, by all applicable state laws and by contract with the Board of Education.

## **SECTION 7.16.**

### **Accounting and payment of school taxes to Board of Education.**

All taxes levied for public education in the City of Dalton, including penalties and interest for delinquent taxes, collected by Whitfield County for or on behalf of the City of Dalton Public School District shall be accounted for and paid over to the Board of Education on a monthly basis less the cost of collecting said taxes. For each monthly period, the Board of Education shall request from the Whitfield County Tax Commissioner's Office, or other appropriate tax collecting authority, an accounting of the taxes, penalties, and interest, collected in such period. The Board of Education shall be responsible for the prorated cost of collecting ad valorem taxes levied for the education of students in the City of Dalton.

## **SECTION 7.17.**

### **Funds as Trust Funds.**

Be it further enacted by the authority aforesaid, that all assessments of taxes and all funds arising from or collected under this Act may be by the City of Dalton, on all taxable property, necessary for the support, maintenance, and operation of public schools at a rate not to exceed 14 mils, kept separate and distinct from other assessments and collections of the City of Dalton, and are to be used solely for the purposes herein designated. The Whitfield County Tax Commissioner's Office, or other appropriate tax collecting authority, shall keep a separate, full and distinct itemized account showing all moneys raised, when, how, and from whom and for what purposes and the disposition of the same; and to whom, when and for what purposes paid out. Such levy and assessment may be made at 100% of the taxable property fair market value subject to any limitation by ordinance or other law.

**ARTICLE VIII**

**BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS**

**SECTION 8.10.**

Organization of Board.

(a) At the first regular meeting in January of each year the mayor and council of the City of Dalton shall be authorized to elect a Board of Water, Light and Sinking Fund Commissioners, consisting of five (5) members.

(b) The Board of Water, Light and Sinking Fund Commissioners shall consist of five commissioners appointed by the mayor and council who shall serve five-year terms. The terms shall be staggered as in effect on the date of this charter. Any vacancy in a term of a commissioner shall be filled for the expiration of that term by appointment of the mayor and city council. Upon the expiration of the term of service of any commissioner so appointed, the mayor and city council shall appoint a commissioner for a full term. Existing commissioners as of the date of this charter shall serve out the balance of their terms.

(c) The authority, powers, and duties of said commissioners shall be regulated by such ordinances as the mayor and council may prescribe, and as otherwise set forth in this Article VIII.

**SECTION 8.11.**

General Scope of Authority, Powers, and Duties as to Public Utilities.

(a) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have entire control of all public utilities of the City of Dalton, and such control shall extend into the newly annexed area of said city. Said board shall have authority of extending the services of said utilities beyond the city limits of the City of Dalton when in their judgment it is to the best interest of the city to do so.

(b) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have the power to control and operate any and all public utilities that the convenience and necessity of the citizens of the City of Dalton require, and have the right and power to operate any such public utilities within the City of Dalton when the convenience and necessity of the citizens of the city are affected.

(c) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have entire control of the public utilities of the City of Dalton and as a part of said control, the board shall have authority to make all contracts necessary for the operation of said utilities; to buy all supplies and material needed, and to make all necessary improvements and extensions, to employ all help necessary in the operation of said utilities and all utility sectors thereof; to make all rates, rules and regulations for furnishing utility services to the inhabitants of said city and to enforce the same; and to deal in every way with said utilities as a separate and distinct part of the city government. Said board shall fix rates for utility services sufficiently high so as to bring in sufficient revenue to maintain said public utilities and to provide for needed repairs, extensions and improvements. Said board shall collect all moneys due to said

utilities and shall pay all debts of said public utilities. No contract made by said board shall bind said city but shall be binding upon said board which shall operate as a separate and distinct part of the City of Dalton with the authority set forth in this Section, and pursuant to law and ordinances. No moneys shall be appropriated by the mayor and council of the City of Dalton to the operation and improvement of said utilities, except that the board shall collect and receive the principal and interest on the public debt as now provided by law. As used in this Section, the term “utility services” shall mean any and all services provided by the board through various utility sectors as set forth in Section 8.12, and otherwise as authorized by law or ordinance, and is not intended to limit the board from providing utility services in the future that are not set forth in Section 8.12 and that may be later authorized by law or ordinance.

## **SECTION 8.12.**

### Utility Sectors.

(a) *Public Sewer System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the public sewer system in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public sewer system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said public sewer system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said system; to make rates, rules and regulations for the furnishing of sewer service to residential, commercial and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. Said board shall make no contracts for the price of using the public sewer system for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established.

(b) *Communications and Information Services and Facilities.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have the authority to construct, acquire, control, operate and provide as public utilities (i) communications services and facilities, and (ii) information services and facilities; of all kinds, without limitation, over or through all media, including wireline and wireless, whether such services and facilities are now known or are developed in the future, within or without the City of Dalton and within or without Whitfield County, Georgia. Notwithstanding the foregoing, the specification of any such services and facilities as public utilities is not intended to (i) confer any additional power or be in any way in derogation of the power and authority of the Georgia Public Service Commission or any other regulatory body with respect to any such services and facilities, or (ii) subject any such services or facilities to common carrier or public utility regulation. The board shall have power and authority to control and operate the communications services and facilities and the information services and facilities in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the communications services and facilities and the information services and facilities of the City of Dalton, wherever

located, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said communications services and facilities and the information services and facilities; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said facilities; to make rates, rules and regulations for the furnishing of communications services and facilities and the information services and facilities to residential and industrial users of said facilities, and to enforce the same; and the power to control and operate such communications services and facilities and the information services and facilities as the convenience and necessity of the citizens of the City of Dalton shall require.

(c) *Water System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the water system in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public water system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said public water system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said system; to make rates, rules and regulations for the furnishing of water service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. The board shall regulate the distribution and use of the water in all places and for all purposes, where the same may be required, and from time to time shall fix the price thereof, and the time of payment; and they shall erect such number of public hydrants in such places as they may see fit, and direct in what manner and for what purposes the same may be used, all of which they may change at their discretion. Said board shall make no contracts for the price of using water for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. Said board shall have full power and authority to require the payment, in advance, for the use or rent of water furnished by the utility in or upon any building, place or premises, and in case prompt payment shall not be made, they may shut off the water from such building, place or premises, and shall not be compelled to supply said building, place or premises with water until such arrears, with accrued interest thereon, shall be fully paid.

(d) *Electric System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the electrical transmission, distribution, and generation systems in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public electric generation and transmission systems of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said electric generation, distribution, and transmission systems; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of



said systems; to make rates, rules and regulations for the furnishing of electric service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. The board may acquire additional sources of supply of electric power within or without the City of Dalton and within or without Whitfield County, Georgia. Said additional sources of supply may include the whole of or any lesser interest in any electric generating or distribution facilities within or without the State of Georgia and the whole of or any lesser interest in any transmission lines running from any additional source of supply to and within the City of Dalton. Any such additional source of supply may include the whole of or any interest in a nuclear generating facility, including any or all nuclear fuel necessary for the operation thereof. Said board shall make no contracts for the price of electricity for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. The Board of Water, Light and Sinking Fund Commissioners may enter agreements for the sale of surplus electricity to others if and when there shall be any excess over and above the city's requirements from time to time and may enter all contracts necessary or useful to assure efficient and economical management of any such additional source of supply, including transmission lines.

(e) *Natural Gas System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the natural gas system in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public natural gas system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said natural gas system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said systems; to make rates, rules and regulations for the furnishing of natural gas service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. Said board shall make no contracts for the price of natural gas for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. The board may acquire additional sources of supply of natural gas within or without the City of Dalton and within or without Whitfield County, Georgia.

### **SECTION 8.13.**

Chief Executive Officer.

(a) The Board of Water, Light and Sinking Fund Commissioners shall appoint and employ a President and Chief Executive Officer who shall be qualified by training, education, and experience for the overall management of the utility. He/she shall serve at the pleasure of said board, which shall fix salary, and shall have such authority as delegated by said board and as set forth in this Section 8.13.

(b) The President and Chief Executive Officer of the utility shall report to the Board of Water, Light and Sinking Fund Commissioners at its monthly meetings and at special meetings, and shall carry out and execute all policies and directives of said board.

(c) The President and Chief Executive Officer of the utility shall, in consultation with the board, determine the number of employees necessary for the operation of the utility, and fix their duties and compensation. The prior consent of the Board of Water, Light and Sinking Fund Commissioners shall be required with respect to expenditures and contracts in excess of certain limits set by said board by resolution from time to time. The President and Chief Executive Officer shall, in consultation with the board, have control of all actual construction and repairs, the immediate management of operation of the utility, and the enforcement and execution of all policies, programs, plans, and decisions made or adopted by the said board. The President and Chief Executive Officer shall maintain permanent records regarding actions taken. The President and Chief Executive Officer shall prepare plans and specifications, take bids, and let contracts, subject to the approval of said board. The President and Chief Executive Officer shall prepare and submit to said board periodic reports on the utility's compliance with local, state and federal laws in the areas of safety, environmental matters, and civil rights. There shall be such other officers, executives and employees of the utility as may be required. The officers, executives and employees shall be appointed and removed by the President and Chief Executive Officer subject to the provisions of applicable local, state and federal laws or binding contracts entered into between employees and the Board of Water, Light and Sinking Fund Commissioners. The President and Chief Executive Officer shall have such further power, duties and responsibilities as may be assigned to him by said board from time to time.

(d) The President and Chief Executive Officer shall enter into contracts and shall have the authority to enter into contracts with vendors, customers, lenders, depositories, utilities, engineering firms, consultants and government agencies as may be necessary to effect proper operations of the utility. The prior consent of the Board of Water, Light and Sinking Fund Commissioners shall be required with respect to contracts in excess of certain limits set by the board by resolution from time to time.

(e) All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the utility shall be signed by the Chief Financial Officer and countersigned by the President and Chief Executive Officer, and may be signed by such other officer or officers, agent or agents, of the utility and in such manner as may from time to time be determined by the President and Chief Executive Officer.

(f) All funds of the utility shall be deposited from time to time to the credit of the utility in such banks, trust companies or other depositories as the President and Chief Executive Officer may select in consultation with the Board of Water, Light and Sinking Fund Commissioners.

**SECTION 8.14.**

Control Over Public Utilities; Rates, Charges to Comply with Councilmanic Proceedings for Issuance of Revenue Bonds or Certificates.

As by law and this charter, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have entire control over all public utilities owned or operated by said city, within or without its limits, with authority to make all contracts necessary to operate such utilities, to make all improvements and extensions thereto and to fix, impose and collect the rates and charges made for services and commodities supplied by such public utilities; provided however, that such rates and charges shall always be such as to comply with the provisions of any proceedings adopted by the mayor and council of said city authorizing the issuance of revenue bonds or certificates payable from the revenues of such public utilities, or any part thereof.

**SECTION 8.15.**

Right of Eminent Domain for Public Utilities

The City of Dalton shall have the right and power to condemn lands, rights-of-way for public utilities, easements or right to use property of any kind, whether or not the same is already in use for such purpose, using the method of procedure provided under the general laws of the State of Georgia, and said City of Dalton is hereby vested with the power of eminent domain over private property for such purposes, whenever the Board of Water, Light and Sinking Fund Commissioners shall deem it necessary to the proper management and control of such public utilities that they exercise said power.

**SECTION 8.16.**

Investment of Sinking Funds.

The Board of Water, Light and Sinking Fund Commissioners shall be authorized to control the sinking funds collected by the city related to operation of the utility, , to invest the same in such manner, and in such securities, and upon such terms as the Board of Water, Light and Sinking Fund Commissioners may deem to be to the best interest of said city.

**SECTION 8.17.**

Disposition of Surplus Funds and Financial Reporting.

If said utility has funds in excess of what is reasonably necessary for the operation of said utility and for contemplated improvements, the Board of Water, Light and Sinking Fund Commissioners shall pay a sum to the city treasury on an annual basis in an amount that is determined by the mayor and council in consultation with the board, subject to any ordinance, resolution, or other law now or hereinafter in effect which may limit, alter, or otherwise determine said payment. The board, through the President and Chief Executive Officer, shall at the request of the mayor and council of the city, provide to the mayor and council such regular and routine reports agreed upon by the mayor and council and the board as may be necessary for the mayor and council to determine the financial status of the utility. The board shall act in a fiscally responsible manner so as to ensure to the greatest extent possible that excess funds will be available to be transferred to the city treasury.

**SECTION 8.18.**

Penalties for Diversion of Water, Adulteration, Injury to Supply.

If any person or persons shall willfully or maliciously divert the water, or any portion thereof, from the water system of the city, or shall corrupt or render the same impure, or shall injure or destroy any canal, aqueduct, pipe, hydrant, conduit, machinery or other property used or required for procuring or distributing water, such person or persons, their aiders and abettors, shall forfeit to the mayor and council, to be recovered in an action of trespass, treble the amount of damages, besides cost of said suit, which shall appear on trial to have been sustained; all such acts are declared to be misdemeanors under the laws of this state, and the parties found guilty thereof may be punished as prescribed in Code Section 17-10-3 of the Official Code of Georgia Annotated.

**ARTICLE IX**

**POLICE AND FIRE DEPARTMENTS**

**SECTION 9.10.**

Creation; Composition.

The City of Dalton shall have a police and fire department consisting of a chief of police appointed by the mayor and council, and such other police officers as may be determined by the chief of police, and a fire chief appointed by the mayor and council, and such other firefighters as may be determined by the fire chief.

**SECTION 9.11.**

Age Requirements for Employment.

No person shall be employed by the City of Dalton for work as a mandate peace officer or mandate peace officer in training or certified firefighter or certified firefighter in training unless such person has reached the age of eighteen (18) years which shall be established by a birth certificate or other proper proof of age acceptable to the mayor and council.

**SECTION 9.12.**

Authority of Chief of Police to Remove Nuisances.

The chief of police shall also be empowered to remove all nuisances within the corporate limits of the city.

**SECTION 9.13.**

Duties of Chief of Police and Authority to Account for Fines and Fi. Fas.

The duties of the chief of police shall be those duties as are now imposed on the police chief of the City of Dalton by law, and he or she shall be responsible for other duties and responsibilities as may from time to time be placed upon the chief of police by mayor and council. The city council may in their discretion require the chief of police to collect and account for all fines and fi. fas.

**SECTION 9.14.**

Duties of Fire Chief.

The duties of the fire chief shall be those duties as are now imposed on the fire chief of the City of Dalton by law, and he or she shall be responsible for other duties and responsibilities as may from time to time be placed upon the fire chief by mayor and council.

**SECTION 9.15.**

Chiefs Constituted Heads of Departments; Status; Removal.

The chief of police and the chief of the fire department of the City of Dalton, shall be the head of their respective departments, and shall hold office until removed by the mayor and council. Such chiefs shall be appointed by the mayor and council of the City of Dalton. The chief of police and the chief of the fire department may be removed, demoted or discharged at any time by the mayor and council of the City of Dalton.

**SECTION 9.16.**

Supervision and Control of Police Officers and Firefighters.

All police officers shall be subject to the direction and control of the chief of police, and all firefighters shall be subject to the direction and control of the chief of the fire department, and they shall have the right to discharge or suspend any officer or firefighter for incompetency, insubordination, or misconduct, and report such suspension or discharge to the city administrator.

**SECTION 9.17.**

Salaries.

The salary of the chief of police and the chief of the fire department and all officers and firefighters, shall be fixed by the City Administrator from time to time.

**ARTICLE X**

**ZONING AND PLANNING**

**SECTION 10.10.**

Adoption of Plan for Districting City, Regulating Districts.

The mayor and council may, in the interest of the public health, safety, order, convenience, comfort, prosperity, or general welfare, adopt by ordinance a plan or plans for the districting or zoning of the city for the purpose of regulating the location of trades, industries, apartment houses, dwellings, or other uses of property, or for the purpose of regulating the height of the buildings or other structures, or for the area or dimensions of the lots, or of the yards used in connection with buildings or other structures, or for the purposes of regulating the alignment of buildings or other structures near street frontages. The zoning regulations may be based upon any one or more of the purposes above described. The city may be divided into such number of districts and zones, and such districts may be of such shape and area, as the mayor and council shall deem best situated to accomplish the purposes of the zoning regulations, including, but not limited to, unified zoning

with Whitfield County.

In the determination and establishment of districts and regulations, classifications may be used based on the nature or character of the trade, industry, profession, or other activity conducted or to be conducted upon the premises, the number of persons, families or other group units to reside in or use buildings, the public, quasi-public, or private nature of the use of premises, or upon any other basis or bases relevant to the promotion of the public health, safety, order, morals, conveniences, prosperity, or welfare.

#### **SECTION 10.11.**

Classification, Regulation of Residential Districts.

For the reasons above stated, said mayor and council shall have the further right and power, in any districts proposed to be set aside primarily for residence purposes, to further classify the use thereof, and to provide therein the class or classes of residents to be housed therein, and to provide therein such other and similar regulations and restrictions as shall secure the peace and good order of the city and residents thereof.

#### **SECTION 10.12.**

Amendment of Zoning Regulations.

The City of Dalton, by and through its mayor and council, may from time to time amend or change the regulations or districts established by the zoning ordinance.

#### **SECTION 10.13.**

Vote Required to Adopt, Amend Zoning Regulations.

No such ordinance or amendment thereto, authorized by any of the above sections, shall be adopted except by three-fourths vote of the mayor and council.

### **ARTICLE XI**

#### **AUTHORITIES AND COMMISSIONS**

##### **DIVISION 1. DEVELOPMENT AUTHORITY**

#### **SECTION 11.10.**

City of Dalton Building Authority.

- (a) *Name.* The City of Dalton Building Authority, created pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, and is hereby affirmed, which is deemed to be an instrumentality of the State of Georgia and a public corporation and in that name, style and title said body may contract and be contracted with, sue and be sued, plead and be interpleaded, and complain and defend in all courts of law and equity. In the event the name of said authority shall ever become the subject of change, the same may be accomplished by an act of the General Assembly.

- (b) *Purpose.* The said authority was created for the purpose of acquiring, constructing, equipping, maintaining and operating self-liquidating projects embracing buildings and facilities for use by the City of Dalton, Georgia, for its governmental, proprietary and administrative functions and for the use by such other agencies, authorities, departments and political subdivisions of the State of Georgia or the government of the United States as may contract with the authority for the use of such facilities. The City of Dalton, Georgia, has the authority to lease or sell lands, buildings or land and buildings now owned by the City of Dalton, Georgia, to said authority by appropriate resolution of the mayor and council of said city and upon such terms and conditions as said mayor and council shall prescribe; provided, that such sales by the City of Dalton, Georgia, to the authority shall be for cash, and provided that such leases shall not exceed fifty (50) years in duration.
- (c) *Membership.* The authority shall consist of five (5) members as follows: One shall be the mayor of the City of Dalton, Georgia; one shall be a member of the city council of said city to be appointed by said city council; one shall be a banker or other person having knowledge of financial matters, who is a resident of the City of Dalton, to be appointed by the mayor and council of said city; one shall be a businessman, who is a resident of the City of Dalton, to be appointed by the mayor and council of said city; and one shall be a citizen of the City of Dalton, who is a freeholder and qualified registered voter of said city, to be appointed by the mayor and council of said city. The terms of office of the members who are the mayor and city councilmember shall be concurrent with their terms of office as mayor and councilmember. The terms of office of the remaining members of the authority shall be four (4) years and until their successors are appointed and qualified. Successors to such members and to the member who is a city councilmember shall be appointed as the original members were appointed, as provided herein, and any vacancies shall be filled by the appointing authority, as provided herein, for the unexpired term. Immediately after such appointments, the members of such authority shall enter upon their duties. The authority shall elect one of its members as chairman, and one as vice-chairman, and shall also elect a secretary and treasurer, which secretary and treasurer need not necessarily be a member of the authority. Three (3) members of the authority shall constitute a quorum. No vacancy on the authority shall impair the right of the quorum to exercise all the rights and perform all the duties of the authority. The members of the authority shall receive no compensation for their services but may be reimbursed by the authority for their actual expenses necessarily incurred in the performance of their duties. The authority shall make rules and regulations for its own government. It shall have perpetual existence. In the event the number of the members of the authority or the qualifications of the membership of the authority or the manner in which the members of the authority shall be selected shall ever become the subject of change, the same may be accomplished by an act of the General Assembly.
- (d) *Definitions.* As used in this Article XII, the following words and terms shall have the following meanings:
- (1) The word “authority” shall mean the City of Dalton Building Authority.

- (2) The words “the City of Dalton” and “city” shall mean the corporate body created by the General Assembly of Georgia under the name and style of “The City of Dalton.”
  - (3) The word “project” shall be deemed to mean and include one or a combination of two (2) or more of the following: Buildings and facilities intended for use as courthouse, jail, police station, fire station, administrative offices and other offices and related uses, and all buildings, structures, electric, gas, steam and water utilities and facilities of every kind and character deemed by the authority necessary or convenient for the efficient operation of any department, board, office, commission or agency of the City of Dalton in the performance of its governmental, proprietary and administrative functions, or of such buildings and facilities intended for use by any division, department, institution, agency or political subdivision of the State of Georgia, or the government of the United States.
  - (4) The term “cost of the project” shall embrace the cost of construction, the cost of all lands, properties, rights and easements and franchises acquired, the cost of all machinery and equipment, financing charges, interest prior to and during construction, cost of engineering, architectural and legal expenses, and of plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of the project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, the construction of any project, the placing of the same in operation, and the condemnation of property necessary for such construction and operation. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds issued under the provisions herein.
  - (5) The terms “revenue bonds” and “bonds,” as used in this section, shall mean revenue bonds under the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), and such type of obligations may be issued by the authority as authorized under said Revenue Bond Law and in addition, shall also mean obligations of the authority, the issuance of which are hereinafter specifically provided for herein.
  - (6) Any project or combination of projects shall be deemed “self-liquidating” if, in the judgment of the authority, the revenues to be derived by the authority from rentals of said project or projects to the City of Dalton or agencies, authorities, departments and political subdivisions of the State of Georgia and of the United States will be sufficient to pay the cost of maintaining, repairing and operating the project and to pay the principal and interest of revenue bonds which may be issued for the cost of such project, projects, or combination of projects.
- (e) *Powers.* The authority shall have the powers:
- (1) To have a seal and alter the same at pleasure.



- (2) To acquire by purchase, lease or otherwise, and to hold, lease and dispose of real and personal property of every kind and character for its corporate purposes.
- (3) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper or by condemnation in accordance with the provisions of any and all existing laws applicable to the condemnation of property for public use, real property or rights of easements therein or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the authority, the authority being under no obligation to accept and pay for any property condemned as provided herein except from the funds provided herein, and in any proceedings to condemn, such orders may be made by the court having jurisdiction of the suit, action or proceedings as may be just to the authority and to the owners of the property to be condemned, and no property shall be acquired as provided herein upon which any lien or other incumbrance exists, unless at the time such property is so acquired a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or incumbrance.
- (4) To appoint and select officers, agents and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and fix their compensation.
- (5) To make contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired, and the City of Dalton and any divisions, departments, institutions, agencies, counties or political subdivisions of the State of Georgia are hereby authorized to enter into contracts, leases or agreements with the authority upon such terms and for such purposes as they deem advisable; and without limiting the generality of the above, authority is specifically granted to the said city and any division, department, institution, agency or political subdivision of the State of Georgia to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two (2) or more structures, buildings or facilities of the authority for a term not exceeding fifty (50) years and any division, department, institution, agency or political subdivision of the State of Georgia may obligate itself to pay an agreed sum for the use of such property and the City of Dalton may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two (2) or more structures, buildings or facilities of the authority for a term not exceeding fifty (50) years upon a majority vote of its governing body and may obligate itself to pay an agreed sum for the use of such property so leased and also obligate itself as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the authority.

- (6) To construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects, as hereinabove defined, to be located on property owned by or leased by the authority, the cost of any such project to be paid in whole or in part from the proceeds of revenue bonds of the authority or from such proceeds and any grant from the United States of America or any agency or instrumentality thereof.
  - (7) To accept loans and/or grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof upon such terms and conditions as the United States of America or such agency or instrumentality may impose.
  - (8) To borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof.
  - (9) To exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with this charter, the Constitution, and laws of this state.
  - (10) To do all things necessary or convenient to carry out the powers expressly given herein.
- (f) *Revenue bonds.* The authority, or any authority or body which has or which may in the future succeed to the powers, duties and liabilities vested in the authority created hereby, shall have power and is hereby authorized at one time, or from time to time, to provide by resolution for the issuance of negotiable revenue bonds, for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal and interest of such revenue bonds shall be payable solely from the special fund herein provided for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates not exceeding the maximum limit prescribed in the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.) or any amendment thereto, shall be payable semiannually, shall mature at such time or times not exceeding thirty (30) years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the authority, and may be made redeemable before maturity, at the option of the authority at such price or prices and under such terms and conditions as may be fixed by the authority in the resolution providing for the issuance of the bonds. Such revenue bonds or obligations shall be issued pursuant to and in conformity with the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), and all procedures pertaining to such issuance and the conditions thereof shall be the same as those contained in said Revenue Bond Law and any amendments thereto.
- (g) *Form; denominations; registration; place of payment.* The authority shall determine the form of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest thereof which may be at any bank or trust company within or

without the state. The bonds may be issued in coupon or registered form or both, as the authority may determine, and provision may be made for the registration of any coupon bond as to the principal alone and also as to both the principal and interest.

- (h) *Signature; seal.* In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be an officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. All such bonds shall be signed by the chairman of the authority and attested by the secretary and treasurer of the authority and the official seal of the authority shall be affixed thereto and any coupons attached thereto shall bear the facsimile signatures of the chairman and secretary and treasurer of the authority. Any bond may be signed, sealed and attested on behalf of the authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of delivery and payment of such bonds such persons may not have been so authorized or shall not have held such office.
- (i) *Negotiability, exemption from taxation.* All revenue bonds issued under the provisions hereof shall be fully negotiable for all purposes and shall have and are hereby declared to have all of the qualifications of negotiable instruments under the laws of the state. Such bonds are declared to be issued for an essential public and governmental purpose and the said bonds and the income thereof shall be exempt from all taxation within the state.
- (j) *Sale, price.* The authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the authority.
- (k) *Proceeds of bonds.* The proceeds of such bonds shall be used solely for the payment of the cost of the project or projects, and unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture, additional bonds may in like manner be issued to provide the amount of any deficit, which unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued for the same purpose. If the proceeds of the bonds of any issue shall exceed the amount required for the purpose for which such bonds are issued, the surplus shall be paid into such funds as may be provided in the resolution authorizing the issuance of the bonds or in the trust indenture.
- (l) *Interim receipts and certificates or temporary bonds.* Prior to the preparation of definitive bonds, the authority may, under like restrictions, issue interim receipts, interim certificates, or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.
- (m) *Replacement of lost or mutilated bonds.* The authority may also provide for the replacement of any bond which shall become mutilated or be destroyed or lost.

- (n) *Conditions precedent to issuance; object of issuance.* Such revenue bonds may be issued without any other proceedings. In the discretion of the authority, revenue bonds of a single issue may be issued for the purpose of any particular project. Any resolution, providing for the issuance of revenue bonds upon the provisions hereof, shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the authority by a majority of the quorum as herein provided.
- (o) *Credit not pledged and debt not created.* Revenue bonds issued by the authority hereunder shall not be deemed to constitute a debt of the City of Dalton, Georgia, nor of any municipality, county, authority, or political subdivision of the State of Georgia or instrumentality of the United States government which may contract with such authority. No contracts entered into by the authority with any such municipality, county, authority or political subdivision of the State of Georgia or instrumentality of the United States government shall create a debt of the respective municipalities, counties, authorities or political subdivisions of the State of Georgia within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, but any such municipality, county, authority or political subdivision of the State of Georgia may obligate itself to pay the payments required under such contracts from monies received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.
- (p) *Trust indenture as security.* In the discretion of the authority, any issue of such revenue bonds may be secured by a trust indenture by and between the authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or outside of the state. Such trust indenture may pledge or assign fees, tolls, revenues, and earnings to be received by the authority, including the proceeds derived from the sale from time to time of any surplus property of the authority, both real and personal. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair and insurance of the property, and the custody, safeguarding and application of all monies, including the proceeds derived from the sale of property of the authority, both real and personal, and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the authority, and satisfactory to the original purchasers of the bonds issued therefor and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other monies be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in

trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation and repair of the project affected by such indenture.

- (q) *To whom proceeds of bonds shall be paid.* The authority shall, in the resolution providing for the issuance of revenue bonds or in the trust indenture, provide for the payment of the proceeds of the sale of the bonds to any officer or person who or any agency, bank or trust company which shall act as trustee of such funds and shall hold and apply the same to the purposes hereof, subject to such regulations as are herein provided and such regulations as may be provided in such resolution or trust indenture.
  
- (r) *Sinking fund.* The revenues, fees, tolls and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings and revenues were produced by a particular project for which bonds have been issued and any monies derived from the sale of any properties, both real and personal of the authority, unless otherwise pledged and allocated, may be pledged and allocated by the authority to the payment of the principal and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or in the trust instrument may provide, and such funds so pledged from whatever source received, which said pledge may include funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture, into a sinking fund which said sinking fund shall be pledged to and charged with the payments of:
  - (1) The interest upon such revenue bonds as such interest shall fall due,
  - (2) The principal of the bonds as the same shall fall due,
  - (3) The necessary charges of paying agent or agents for paying principal and interest, and
  - (4) Any premium upon bonds retired by call or purchase as hereinabove provided.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be a fund for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds or in the trust indenture surplus monies in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds so purchased or redeemed shall forthwith be cancelled and shall not again be issued.

- (s) *Remedies of bondholders.* Any holder of revenue bonds issued under the provisions hereof or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by

resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder such resolution or trust indenture, and may enforce and compel performance of all duties required herein or by such resolution or trust indenture, to be performed by the authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

- (t) *Refunding bonds.* The authority is hereby authorized to provide by resolution for the issue of revenue bonds of the authority for the purpose of refunding any revenue bonds issued under the provisions hereof and then outstanding, together with accrued interest thereon. The issuance of such revenue refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the authority in respect to the same, shall be governed by the foregoing provisions hereof insofar as the same may be applicable.
- (u) *Venue and jurisdiction.* Any action to protect or enforce any rights under the provisions hereof or any suit or action against such authority shall be brought in the superior court of Whitfield County, Georgia, and any action pertaining to validation of any bonds issued under the provisions hereof shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.
- (v) *Validation.* Bonds of the authority shall be confirmed and validated in accordance with the procedure of the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.). The petition for validation shall also make party defendant to such action any municipality, county, authority, subdivision, or instrumentality of the State of Georgia or the United States government or any department or agency of the United States government, if subject to be sued, which has contracted with the authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and such municipality, county, authority, subdivision or instrumentality shall be required to show cause, if any, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the validity of the terms thereof be determined and the contract or contracts adjudicated as security for the payment of any such bonds of the authority. The bonds when validated and the judgment of validation shall be final and conclusive with respect to such bonds, against the authority issuing the same, and any municipality, county, authority, subdivision, or instrumentality of the United States government, if a party to the validation proceedings, contracting with the said The City of Dalton Building Authority.
- (w) *Interest of bondholders protected.* While any of the bonds issued by the authority remain outstanding, the powers, duties or existence of said authority or of its officers, employees or agents shall not be diminished or impaired in any manner that will affect adversely the interest and rights of the holders of such bonds, and no other entity, department, agency or authority will be created which will compete with the authority to such an extent as to affect adversely the interest and rights of the holders of such bonds, nor will the state itself so compete with the authority. The provisions hereof shall be for the

benefit of the authority and the holders of any such bonds, and upon the issuance of bonds under the provisions hereof, shall constitute a contract with the holders of such bonds.

- (x) *Monies received considered trust funds.* All monies received pursuant to the authority hereof, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees, and earnings shall be deemed to be trust funds to be held and applied solely as provided for herein.
- (y) *Exemption from taxation.* It is hereby declared that the authority will be performing an essential governmental function in the exercise of the power conferred upon it hereunder and that the authority shall be required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision or upon its activities in the operation and maintenance of the buildings erected or acquired by it or any fees, rentals or other charges for the use of such buildings or other income received by the authority.
- (z) *Immunity from tort actions.* The authority shall have the same immunity and exemption from liability for torts and negligence as the State of Georgia has and the officers, agents, and employees of the authority when in performance of the work of the authority shall have the same immunity and exemption from liability for torts and negligence as the officers, agents, and employees of the State of Georgia. The authority may be sued in the same manner as private corporations may be sued on any contractual obligation of the authority.
- (aa) *Property subject to levy and sale.* The property of the authority shall not be subject to levy and sale under legal process except such property, revenue, income, or funds as may be pledged, assigned, mortgaged, or conveyed to secure an obligation of the authority, and any such property, revenue, funds, or income may be sold under legal process or under any power granted by the authority to enforce payment of the obligation.

## **SECTION 11.11.**

### **Downtown Dalton Development Authority.**

The General Assembly created in and for the City of Dalton, the Downtown Dalton Development Authority for the purpose of the redevelopment of the downtown Dalton area. Said authority shall have the power to employ engineers and planners, to contract for the construction of buildings and other facilities, and to contract with the City of Dalton for the construction, reconstruction, altering and changing and closing of streets and alleys. The authority shall have the power to issue bonds and/or revenue certificates, and to pledge revenues and to levy and collect taxes within said districts for the retirement of said indebtedness. No taxes shall be levied by said authority on property used for residential purposes or used for school or church purposes. The authority shall have the right and power of eminent domain for the purpose of acquiring property in the carrying out of its aims and objectives.

## DIVISION 2. AIRPORT AUTHORITY

### **SECTION 11.12.**

#### Short Title.

This Act may be cited as the "City of Dalton Airport Authority Ordinances."

### **SECTION 11.13.**

#### Purposes.

The City of Dalton Airport Authority, was created pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, and is hereby affirmed. The City of Dalton Airport Authority's purposes shall be to oversee the day-to-day operation and general management of the existing airport and landing field of the City of Dalton for the use of aircraft and related aeronautical activities.

### **SECTION 11.14.**

#### Membership.

The City of Dalton Airport Authority shall be composed of five (5) individuals with qualifications as hereinafter provided, all of whom shall be appointed by the mayor and council of the City of Dalton pursuant to passage of appropriate resolution(s). The members of the City of Dalton Airport Authority shall be designated by the mayor and council to serve terms for terms of five (5) years. The terms of the members of such authority shall be staggered as in effect on the date of this charter.

Upon the death, resignation or other event creating a vacancy in the seat of any member of the authority, the mayor and council shall fill the vacancy by appointing a qualified individual to fill the unexpired term of the vacating member through passage of an appropriate resolution of the mayor and council. For purposes of determining the time of the regular expiration of any term of office of any member of the authority, a year shall be deemed to run from the date of the first regular meeting of the mayor and council in January of any calendar year until the first regular meeting of the mayor and council in the succeeding calendar year.

A member of the authority must, at the time of appointment by the mayor and council and at all times thereafter, during the tenure of service on the authority possess the following qualifications:

- (i) Maintain a permanent residence within Whitfield County, Georgia; and
- (ii) Be not less than eighteen (18) years of age.



**SECTION 11.15.**

Ex Officio Members.

The city administrator or his successor in office shall be a non-voting ex officio member of the authority who shall be entitled to participate in all meetings of the authority.

**SECTION 11.16.**

Meetings.

The authority shall meet at such times as may be necessary to transact the business and fulfill its public purpose but the authority shall hold an organizational meeting each year within thirty (30) days of the first meeting of the mayor and council in January. At each organizational meeting, the members of the authority shall elect one of its members as its chairman and another member as secretary. The term of the chairman and secretary shall be for a period beginning with their election by the authority and expiring with the organizational meeting of the authority in the following year or upon their death, resignation, or vacancy in the position of authority member for whatever reason, whichever shall earlier occur. In the event of a death, resignation, or vacancy in the position of authority member of the chairman or secretary of the authority, the members of the authority shall elect one of their members to fill the vacant office for the expiration of the term of office. The chairman and secretary of the authority may be elected by the authority members for succeeding terms during their tenure.

A meeting of the authority may be held upon call of the chairman, or any two (2) members of the authority, or upon call of the city administrator as a non-voting ex officio member. A quorum for the transaction of business of the authority shall consist of three (3) voting members of the authority. Each voting member of the authority shall have one vote on all matters and issues to be decided. A vote of the majority of the members of the authority present in person and voting at any meeting of the authority shall carry on any decision to be made.

**SECTION 11.17.**

Compensation.

No member of the authority shall be paid any salary or compensation for his or her service. However, the mayor and council shall be authorized in its discretion to set by ordinance a mileage allowance and per diem expense for members of the authority traveling or in attendance on official business of the authority. The salary and employment benefits of any staff member(s) of the authority shall be determined by the mayor and council through the budgetary processes of the mayor and council.

**SECTION 11.18.**

Staff.

The authority shall be authorized to hire, contract with and/or appoint an airport manager and such other employees as they deem necessary to carry out the business, affairs and public purposes of the authority provided compensation and any related benefits to said employees of the authority are included within the budget for the authority set by the mayor and council of the City of Dalton. Further, the authority may employ or retain such expert or consultant services as required to carry on its operations and meet its public purposes subject to the budgetary allowances as set by the mayor and council.

**SECTION 11.19.**

Budget.

The authority through its chairman shall submit an annual request for budget to the mayor and council or its designated committee at the times and in the form directed by the mayor and council.

**SECTION 11.20.**

Legal Services.

The city attorney shall serve as counsel and legal adviser to the authority and shall perform such legal services as the authority shall request.

**SECTION 11.21.**

Powers.

Subject to any general limitations enacted by the mayor and council as well as the budgetary allowances or limitations imposed by the mayor and council and the rights and interests of any holder of bonds or obligations issued by the City of Dalton relating to or affecting property owned, operated, or leased by the City for airport and related aeronautical activities, the authority shall have and exercise the following powers:

- (1) To have a seal and alter the same at its pleasure.
- (2) To appoint, select and employ officers, agents and employees including engineering, architectural and construction experts, and fiscal agents and fix their respective compensation subject to its budgetary limitations.
- (3) To oversee the day-to-day operations and general management of the airport and landing field; however, such power shall not include the power to make or terminate contracts or leases with respect to land, which powers are expressly reserved to the mayor and council.

- (4) To promulgate rules and regulations for air and ground operations on the airport and landing field all in conformity with applicable provisions of federal, state and local laws, statutes, ordinances, and regulations.

**SECTION 11.22.**

Monies Payable to General Fund.

All revenues collected by the authority on leases, franchises, hangar rentals, service fees, surplus property sales, and from any other source shall be properly accounted for and paid over to the general fund of the City of Dalton. The mayor and council shall establish accounts and audit procedures for revenues collected by the authority and shall implement same at all times.

**ARTICLE XII**

**GENERAL PROVISIONS**

**SECTION 12.10.**

Bonds for Officials.

The officers and employees of this city, both elective and appointive, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as the mayor and council shall from time to time require by ordinance or as may be provided by law.

**SECTION 12.11.**

Prior ordinances.

All ordinances, resolutions, rules, and regulations now in force in the city not inconsistent with this charter are hereby declared valid and of full effect and force until amended or repealed by the mayor and council.

**SECTION 12.12.**

Pending matters.

Except as specifically provided otherwise by this charter, all rights, claims, actions, orders, contracts, and legal or administrative proceedings shall continue and any such ongoing work or cases shall be completed by such city agencies, personnel, or offices as may be provided by the mayor and council.

**SECTION 12.13.**

Construction.

- (a) Section captions in this charter are informative only and are not to be considered as a part thereof.

- (b) The word “shall” is mandatory and the word “may” is permissive.
- (c) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

**SECTION 12.14.**

Severability.

If any article, section, subsection, paragraph, sentence, or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this charter that each article, section, subsection, paragraph, sentence, or part thereof be enacted separately and independent of each other.

**SECTION 12.15.**

Repealer.

Effect of this charter on existing law.

- (a) All laws and parts of laws relating to or affecting the City of Dalton in force when this charter shall take effect are hereby repealed and superseded to the extent that the same are inconsistent with the provisions of this charter and no further.
- (b) All other laws and parts of laws shall continue in force until repealed, amended, modified or superseded.
- (c) Insofar as the provisions of this charter are the same in terms or in substance and effect as provisions of law in force when this charter shall take effect, relating to or affecting the City of Dalton, the provisions of this charter are intended to be not a new enactment but a continuation of such provisions of law, and this charter shall be so construed and applied.

**SECTION 12.16.**

Effective Date.

This charter shall become effective on \_\_\_\_\_.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11-6-23  
**Agenda Item:** 1<sup>st</sup> Amendment to The Carpentry Development Agreement  
**Department:** Finance  
**Requested By:** Cindy Jackson  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$0

**Funding Source if Not in Budget**

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

---

The Carpentry, LLC requests an extension of time to complete the Hotel in TAD #1 – Downtown. The amended development agreement states project shall be completed by 10/31/23 and the Developer requests the dated be extended until 12/31/23.

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Agreement”), dated as of this 6<sup>th</sup> day of November, 2023, is made among the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (the “City” and a “Party”), and THE CARPENTRY, LLC, a Georgia limited liability company (the “Developer” and a “Party”), and recites and provides as follows.

WHEREAS, the City and the Developer have entered into a Development Agreement, dated as of July 18, 2022 (the “Development Agreement”), regarding the development of a new Boutique Hotel (the “Project”) located in the Tax Allocation District #1 - Downtown (the (“TAD #1”) and a First Amendment to the Development Agreement dated May 15<sup>th</sup>, 2023; and

WHEREAS, the Amended Development Agreement provides that the Project Completion (as defined therein) shall occur on or before October 31, 2023; and

WHEREAS, the City and Developer desire to amend the Development Agreement to provide that the Project Completion shall occur on or before December 31, 2023; and

NOW THEREFORE, the City and the Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Second Amendment to Development Agreement, hereby agree as follows:

1. The Amended Development Agreement is hereby amended by deleting “October 31, 2023” in the definition of the “Completion Date” and in Section 5.1 of the Development Agreement and replacing it with “December 31, 2023.”
2. This Second Amendment to Development Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
3. All other terms of the Development Agreement shall continue in full force and effect subject to this Second Amendment to Development Agreement as set forth herein.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the 6<sup>th</sup> day of November, 2023.

**CITY OF DALTON, GEORGIA**

By:

\_\_\_\_\_  
Mayor

ATTEST:

By:

\_\_\_\_\_  
Clerk

[SEAL]

**THE CARPENTRY, LLC,**  
a Georgia limited liability company

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11/6/23  
**Agenda Item:** First Reading Ordinance 23-24  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

To Make Findings Of Fact Concerning The Public Use And Necessity Of A Section Of Alabama Street For Public Transportation; To Declare The Closing Of Such Portion Of Alabama Street; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Retention Of An Easement For Utility Infrastructure To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.



**CITY OF DALTON  
ORDINANCE**

**ORDINANCE NO. 23-24**

To Make Findings Of Fact Concerning The Public Use And Necessity Of A Section Of Alabama Street For Public Transportation; To Declare The Closing Of Such Portion Of Alabama Street; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Retention Of An Easement For Utility Infrastructure To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes

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

**SECTION 1**

Upon inquiry and after public notice and hearing, the Mayor and Council find that the below described section of Alabama Street in the City of Dalton, Whitfield County, Georgia as shown on the plat for Loner Field Subdivision prepared for Crown Cotton Mills in 1948 and recorded in Plat Book 3, Page 97 (Plat Cabinet A, Slide 103) in Land Lot 183 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section and described in Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby.

**SECTION 2**

Notification to the sole property owner located on and adjacent to the property described above to be closed has been given, acknowledged by such property owner who has filed the Petition to Close Road, and who consents thereto.

### **SECTION 3**

The section of Alabama Street to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street or road purposes shall cease upon the effective date of this Ordinance except that the City of Dalton reserves any portion thereof where it maintains an easement for electrical, natural gas, water, and sewer lines through the operations of Dalton Utilities.

### **SECTION 4**

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

### **SECTION 5**

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to the contiguous owner and its successors and assigns.

### **SECTION 6**

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

### **SECTION 7**

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

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

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 183 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being that portion of Alabama Street lying between Lot Nos. 1, 2, 3, of the Loner Field Subdivision and Lot Nos. 30, 31, 32 and 36 of the Loner Field Subdivision all as being more particularly shown on a plat of survey prepared by Crown Cotton Mills dated July 1948 and recorded in Plat Book 3, Page 97 (Plat Cabinet A Slide 103), Whitfield County, Georgia Land Records, which is hereby incorporated herein by reference.

## PETITION TO CLOSE ROAD

Comes now, **Hamilton Medical Center, Inc.**, a not for profit corporation, as Petitioner, and requests that the Mayor and Council of the City of Dalton, Georgia declare that the portion of Alabama Street described in the within Petition abandoned, so that said portion of said road will no longer be a part of the City Road System and the rights of the public in and to said section of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting both sides of said public road which are requested to be closed. The City has acquired title to the Property by implied dedication.

2. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned has been abandoned in fact for more than 20 years, and has not been a portion of City of Dalton road system for more than 20 years, nor has said road been expressly dedicated to the City of Dalton. The road which Petitioner requests the Mayor and Council of the City of Dalton to declare abandoned has not been maintained by the City of Dalton within the last 20 years.

3. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

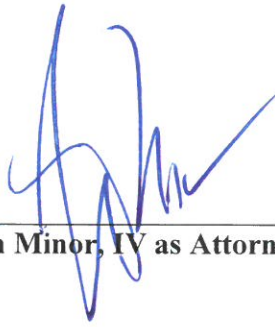
4. The Mayor and Council of the City of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (c) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road are no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

5. No part of said road which Petitioner requests to be closed is located within a part of the State Highway System.

6. Petitioner shows that the aforesaid road and the general location of said road is shown in yellow by the sketch attached hereto and marked as Exhibit "A", for reference thereto.

**WHEREFORE**, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the Mayor and Council of the City of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 10<sup>th</sup> day of October 2023.



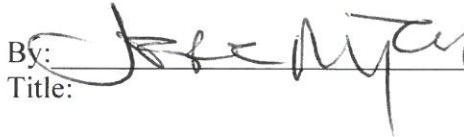
**J. Tom Minor, IV as Attorney for Petitioner**

The undersigned, being the person owning or having any interest in the lands through which and a portion of Alabama Street passes, as set forth in a Notice or Hearing pending before Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Petition of Hamilton Medical Center, Inc., and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 10<sup>th</sup> day of October 2023.

**Hamilton Medical Center, Inc.**

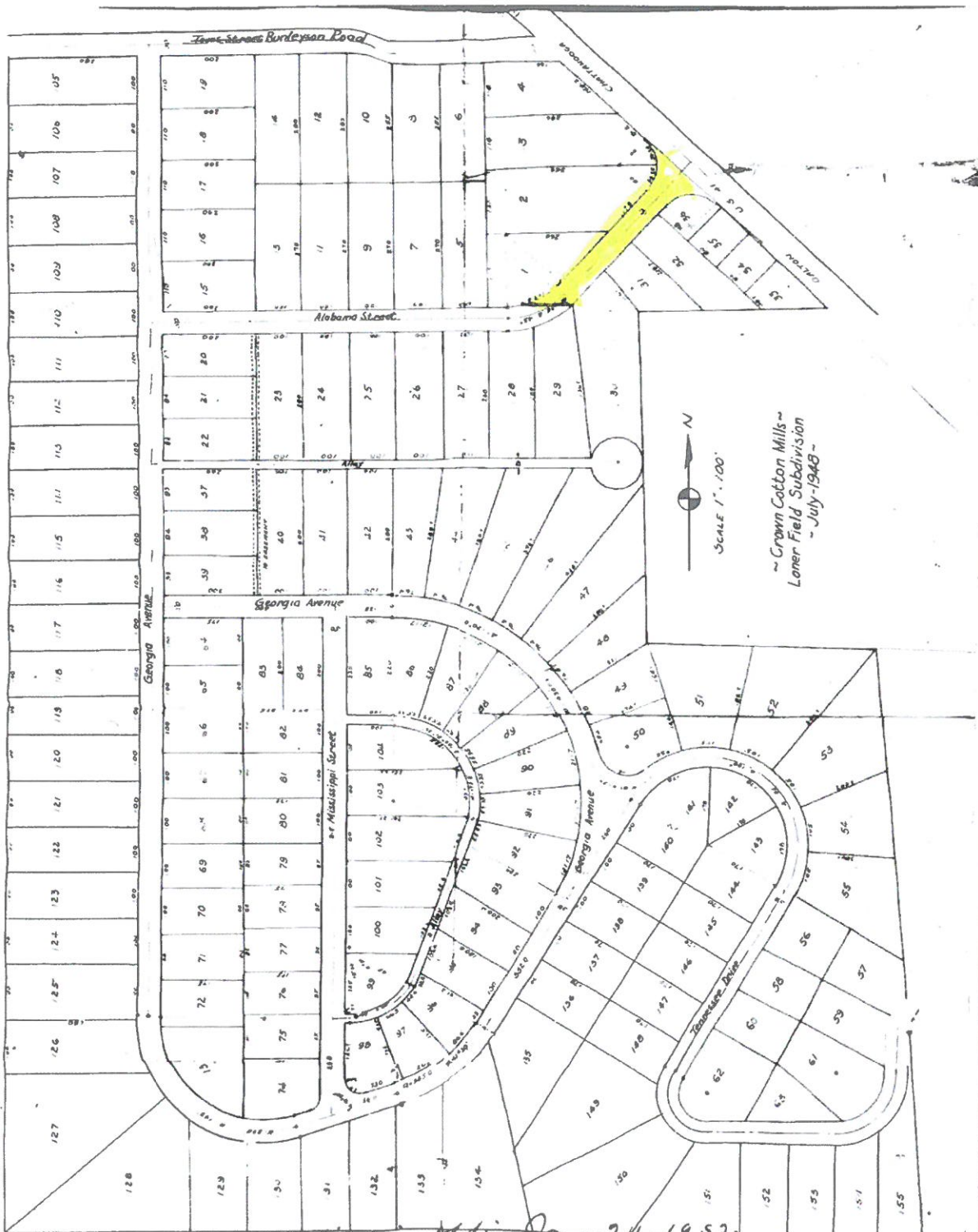
By:  
Title:



## **EXHIBIT "A"**

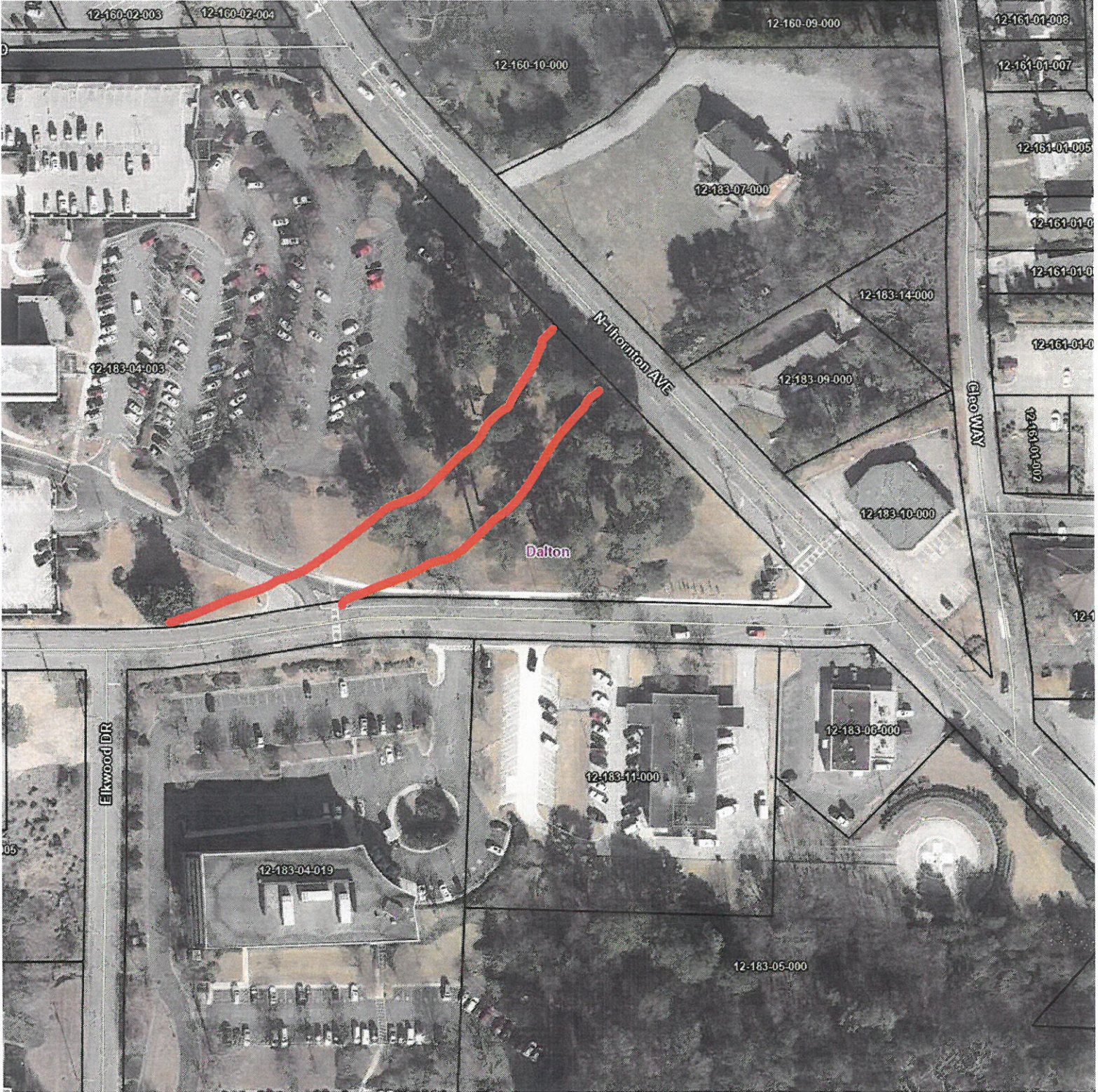
All that tract or parcel of land lying and being in Land Lot No. 183 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being that portion of Alabama Street lying between Lot Nos. 1, 2 and 3 of the Loner Field Subdivision and Lot Nos 30, 31, 32 and 36 of the Loner Field Subdivision all as being more particularly shown on a plat of survey prepared by Crown Cotton Mills dated July 1948 and recorded in Plat Book 3 Page 97 (Plat Cabinet A Slide 103), Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

A



Filed in office Jan. 24, 1952.  
J.C. Cooper, etc







[Space above this line for recording data.]

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Please Record and Return To:

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

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the **City of Dalton, Georgia, a municipal corporation of the State of Georgia**, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia non profit corporation, Grantee.

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

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

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

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

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

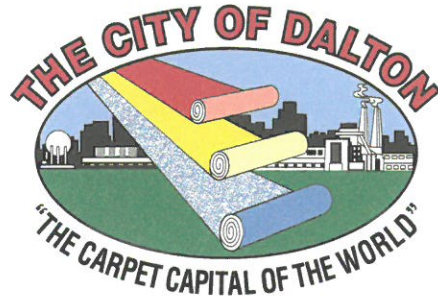
Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

[Seal]

**CITY ADMINISTRATOR**  
P. ANDREW PARKER  
P.O. BOX 1205  
DALTON, GEORGIA 30722  
PHONE: 706-278-9500  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
[www.daltonga.gov](http://www.daltonga.gov)




**MAYOR**  
DAVID PENNINGTON

**CITY COUNCIL**  
DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW

## **MEMORANDUM**

**TO:** Chad Townsend, Public Works Director  
Cliff Cason, Police Chief  
Mike Russell, Interim Fire Chief  
Terry Miller, City Attorney  
John Thomas, Dalton Utilities

**CC:** Andrew Parker, City Administrator  
Todd Pangle, Asst. City Administrator

**FROM:** Kimberley Witherow 

**RE:** Street Closing/Quit Claim Request  
Hamilton Medical Center – Alabama Street

**DATE:** October 17, 2023

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Enclosed for your consideration is a Street Closing request from Hamilton Medical Center for the discontinuance and abandonment of a portion of Alabama Street, lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia, and now running through lands of Hamilton Medical Center, Inc.

Please review the enclosed documents and return written comments stating approval and/or concerns to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning October 20, 2023. A first reading on the closing request will be held at the November 6, 2023 Mayor and Council meeting followed by a second reading on November 27, 2023.

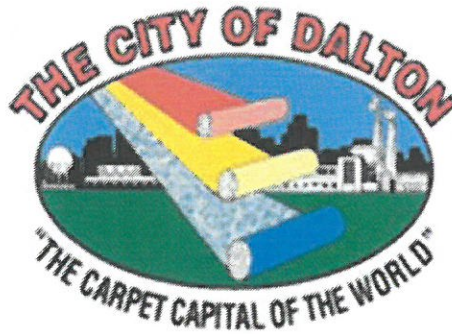
Thank you for your assistance in this process and please email or call me should you have any questions.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW

## MEMORANDUM

**TO: KIMBERLEY WITHEROW**

**CC: ANDREW PARKER, CITY ADMINISTRATOR**

**FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR**

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

**DATE: OCTOBER 18, 2023**

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Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Alabama Street, bound to the Northeast by Thornton Road and to the Southwest by Memorial Drive and as described in the exhibits provided in the road closure petition.

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



**Public Safety Commission**  
Terry Mathis  
Anthony Walker  
Truman Whitfield  
Alex Brown

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

Date: November 2, 2023

To: City Administrator, Andrew Parker

CC: Cliff Cason, Chief of Police

From: Assistant Chief Chris Crossen

RE: Street Closing of Unopened Portion of Alabama Street

Mr Parker:

I have reviewed the request to close an unopened section of Alabama St. The closing of this unopened portion of roadway will have no impact on Dalton Police Department's ability to provide law enforcement services in this area and I have no objection to the closing.

Sincerely,

A handwritten signature in blue ink that reads "Chris Crossen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Chris Crossen  
Assistant Chief of Police

**MIKE RUSSELL**  
Interim Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mrussell@daltonga.gov

## **DALTON FIRE DEPARTMENT**

404 School Street  
Dalton, GA 30720



**PUBLIC SAFETY COMMISSION**  
Truman Whitfield  
Terry Mathis  
Anthony Walker  
Alex Brown

October 18, 2023

RE: Street Closing Request of a Portion of Alabama Street

The Dalton Fire Department has no objection and approves the Street Closing request from Hamilton Medical Center for the discontinuance and abandonment of a portion of Alabama Street, lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia, and now running through lands of Hamilton Medical Center, Inc.

*Mike Russell*





October 20, 2023

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

**RE: Street Closing/Quit Claim Request  
Hamilton Medical Center – Alabama Street**

Dear Mayor Pennington:

As requested in your October 17, 2023, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for Alabama Street. It is our understanding that this road has been abandoned for over 20 years. I have attached a screenshot from our GIS mapping system showing nearby existing utility infrastructure in the vicinity of this road closure request. Dalton Utilities fully supports closure of this abandoned road and would only request that any utility infrastructure within the old road right-of-way be granted a permanent easement as part of the road closure. It does appear that there is an existing sewer main that runs along or parallel to this section of right-of-way and that line needs to remain in service as it provides service to the surrounding area.

We appreciate the opportunity to provide feedback regarding this road closure request and trust that this response is helpful to your review of this closure request. If you need additional information regarding this matter please don't hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com).

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner





Layer List

- Layers
- Electric Sy
- Electric Sy
- Gas System
- Water Sys
- Sewer Sys
- Fiber Syst
- LAS System
- Stormwatt
- Cadastral
- Backgrou
- FG Backgi
- Whitfield
- Aerials Mt
- Aerials Ca







## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/6/2023

**Agenda Item:** **The request of Yessica A. Sandoval and Cesar G. Sandoval Silva to annex 0.19 acres located at 1505 Hale Bowen Drive, Dalton, Ga. into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-051)**

**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 attached plan draft and resolution

CITY OF DALTON  
ORDINANCE  
Ordinance No. 23-25

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As R-3 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Yessica A. Sandoval and Cesar G. Sandoval Silva, have made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton being approximately 0.19 acre located at 1505 Hale Bowen Drive and identified as Tax Parcel No. 12-179-02-051; and

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

WHEREAS, the Property is currently zoned Medium-Density Single Family Residential (R-3);

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on October 23, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council;

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

**Section 1.**

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

as findings and determinations of the Mayor and Council.

**Section 2.**

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

**Section 3.**

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

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

Parcel ID: 12-179-02-051

**Section 4.**

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

**Section 5.**

The acreage of the Property is approximately 0.19 acres. No streets or roads are affected by this annexation.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

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

The foregoing Ordinance received its first reading before the Dalton-Varnell-Whitfield County Planning Commission on October 23, 2023 and a second reading on \_\_\_\_\_.

Upon second reading a motion for passage of the ordinance was made by Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
MAYOR

Attest:

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

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

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

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

**MEMORANDUM**

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

**FROM:** Jim Lidderdale  
Chairman

**DATE:** October 24, 2023

**SUBJECT: The request of Yessica A. Sandoval and Cesar G. Sandoval Silva to annex 0.19 acres located at 1505 Hale Bowen Drive, Dalton, Ga. into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-051)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on October 23, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Yessica Sandoval.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the annexation be approved. There were no further questions for Calhoun.

Yessica Sandoval stated that they wish to be annexed into the City of Dalton, and Sandoval went on to state that they assumed their property was in the city when they purchased their home.

With no other comments heard for or against, this hearing closed at approximately 6:38pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation into the City of Dalton. **Chris Shiflett then made a motion to approve the annexation. David Pennington then seconded the motion and a unanimous recommendation to approve the annexation followed, 5-0.**



**PSTAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE: Yessica Sandoval & Ceasar Sandoval Silva of 1505 Hale Bowen Dr. is petitioning the City of Dalton for the annexation of Parcel 12-179-02-051, a 0.19-acre *Medium Density Single Family Residential (R-3)* Parcel.**

The surrounding uses and zoning are as follows: 1) To the north, is a tract of land in the City of Dalton zoned R-2 that contains the Park Creek Elementary School campus. 2) To the east, is a tract of land in unincorporated Whitfield County that mirrors the likeness of the subject property. 3) To the south, is another tract of land in unincorporated Whitfield County that mirrors the likeness of the subject property. 4) To the west, a tract of land in the City of Dalton that mirrors the likeness of the subject property. *Land use and zoning is consistent in this area with single-family detached as the dominant development pattern. The subject property lies within a small unincorporated island surrounded by the City of Dalton. The petitioner has requested to annex their property into the City of Dalton. Several other similar properties within this neighborhood have already been annexed into the City of Dalton at the request of the property owners.*

**CONSIDERING FACTORS FOR ANNEXATION ANALYSIS**

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

The proposed annexation would be suitable considering that the parcel is bounded by the City of Dalton along two of its sides. As a change in zoning is not required in this case, there will be no need to consider any impact on the established land use pattern. The proposed annexation would reduce an existing unincorporated county island within the City of Dalton's incorporated boundaries.

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

There is no expected impact on the economic values of adjacent and nearby property as the underlying zoning and land use will not change if the subject property is annexed.

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

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

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. The petitioner is applying to annex all of the subject property into the City of Dalton, so it is by their choice to be included in the jurisdiction of the City of Dalton.

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

As there is only the 0.19-acre parcel under consideration, no impact is expected on services are expected. Sewer, water, police, and fire services are already available at the site. There would be no increased burden on City services since multiple residences along Hale Bowen Dr. already receive some City services.

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

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

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

An additional consideration of annexation is that the approval will shrink a "County Island" which will create a more consistent boundary for the City of Dalton. The practice of shrinking or eliminating unincorporated county islands should always be given consideration.

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

N/A

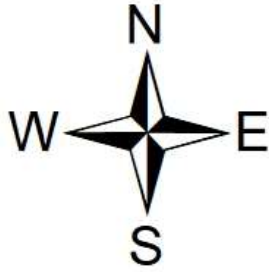
**Conclusion:** Staff recommend approval for the annexation of parcel 12-179-02-051.

Reasons for approval:

- 1) The subject property is adjoined by the City of Dalton to the west and north.
- 2) Annexation will reduce an unincorporated county island.
- 3) There is no proposed change in current use, including zoning for the parcel due to the Unified Zoning Ordinance.

# Sandoval Annexation Request City of Dalton

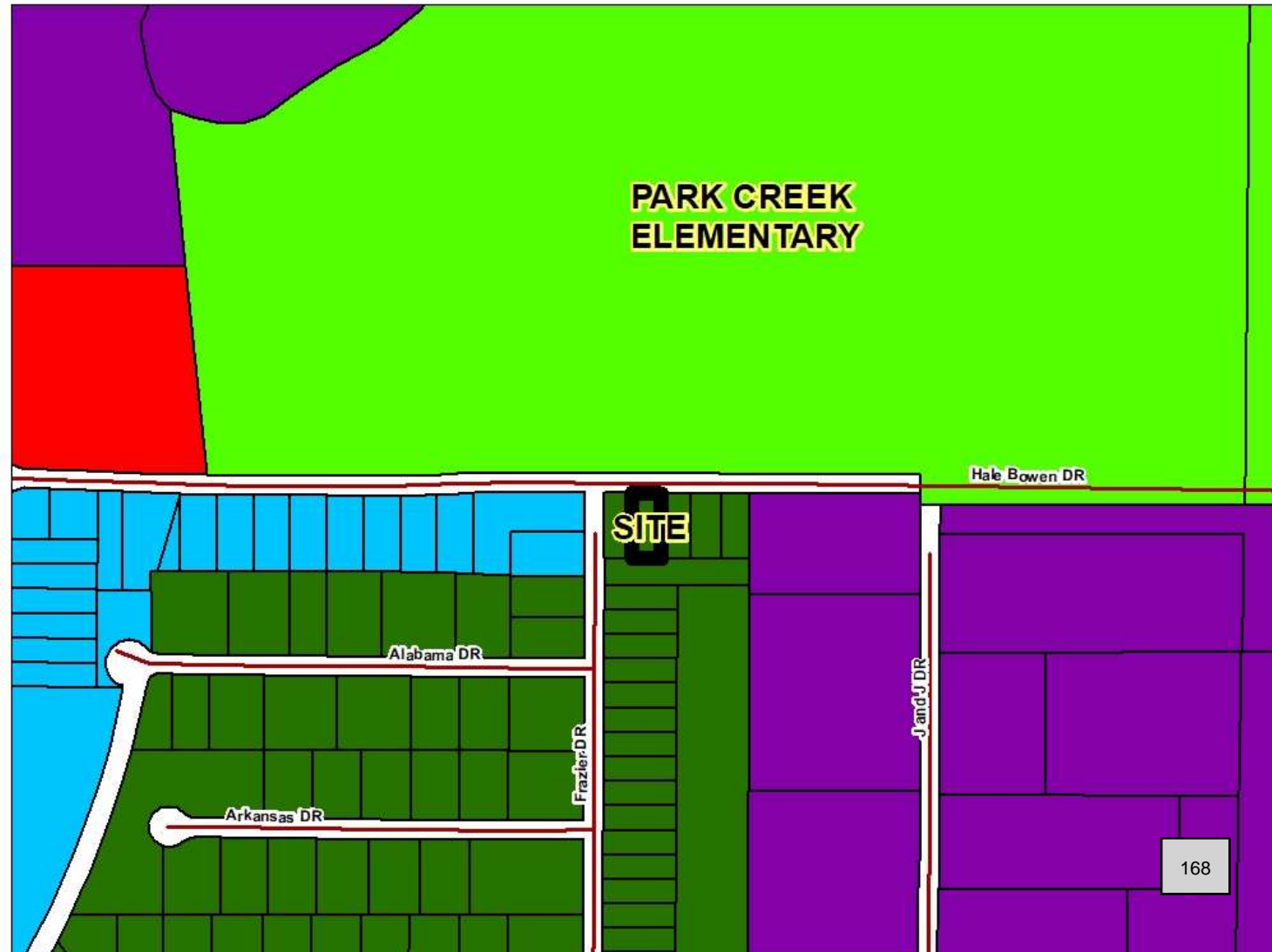
## Zoning to remain R-3, Medium Density Single Family Residential



### ZONING DISTRICT

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

**FEET**  
**300**




# Sandoval Annexation Request City of Dalton

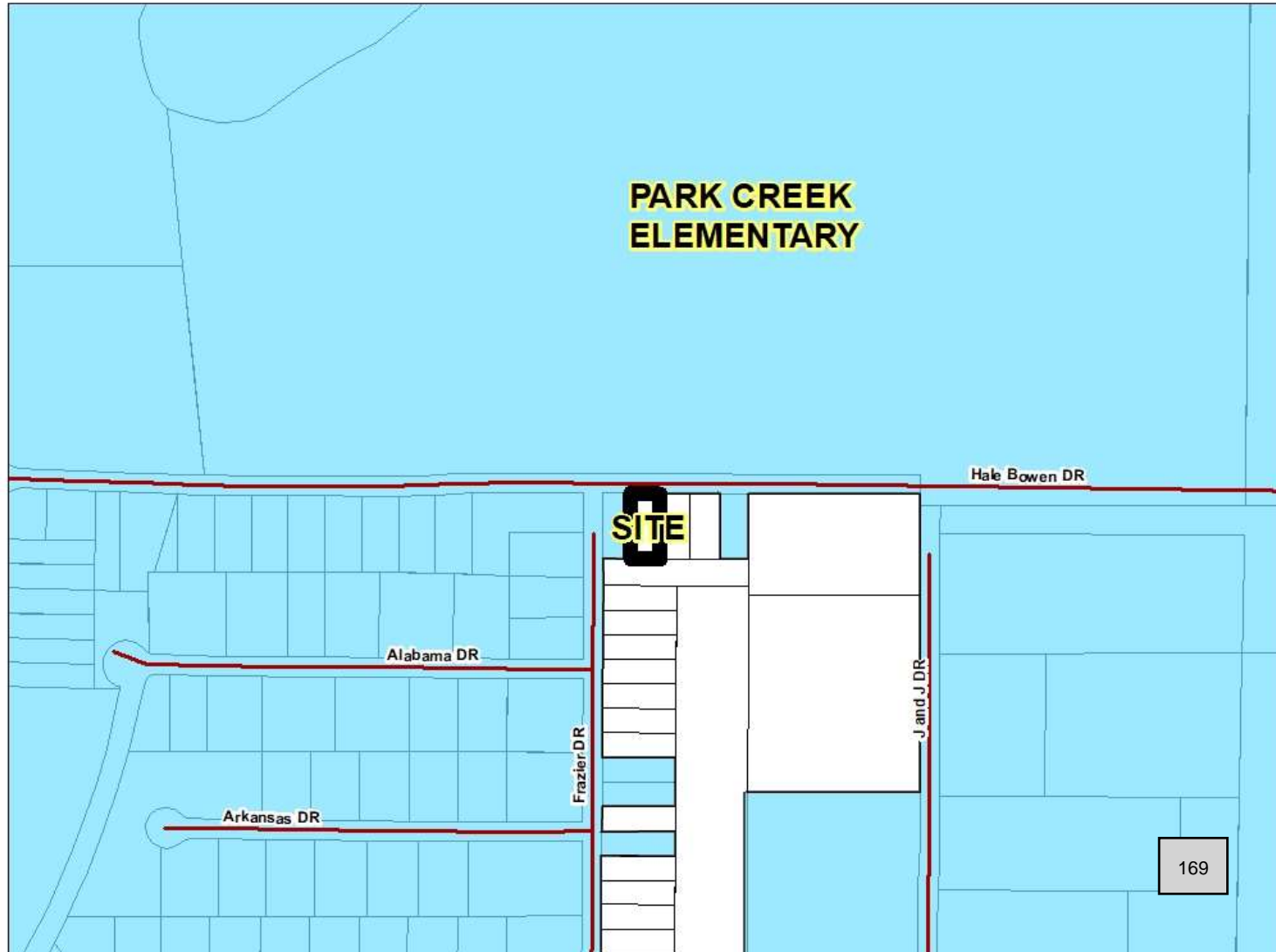
## Zoning to remain R-3, Medium Density Single Family Residential



**Dalton City Limits**

 Town\_Boundaries

**FEET**  
**300**







# Sandoval Annexation Request City of Dalton

## Zoning to remain R-3, Medium Density Single Family Residential

**FEET**  
**300**

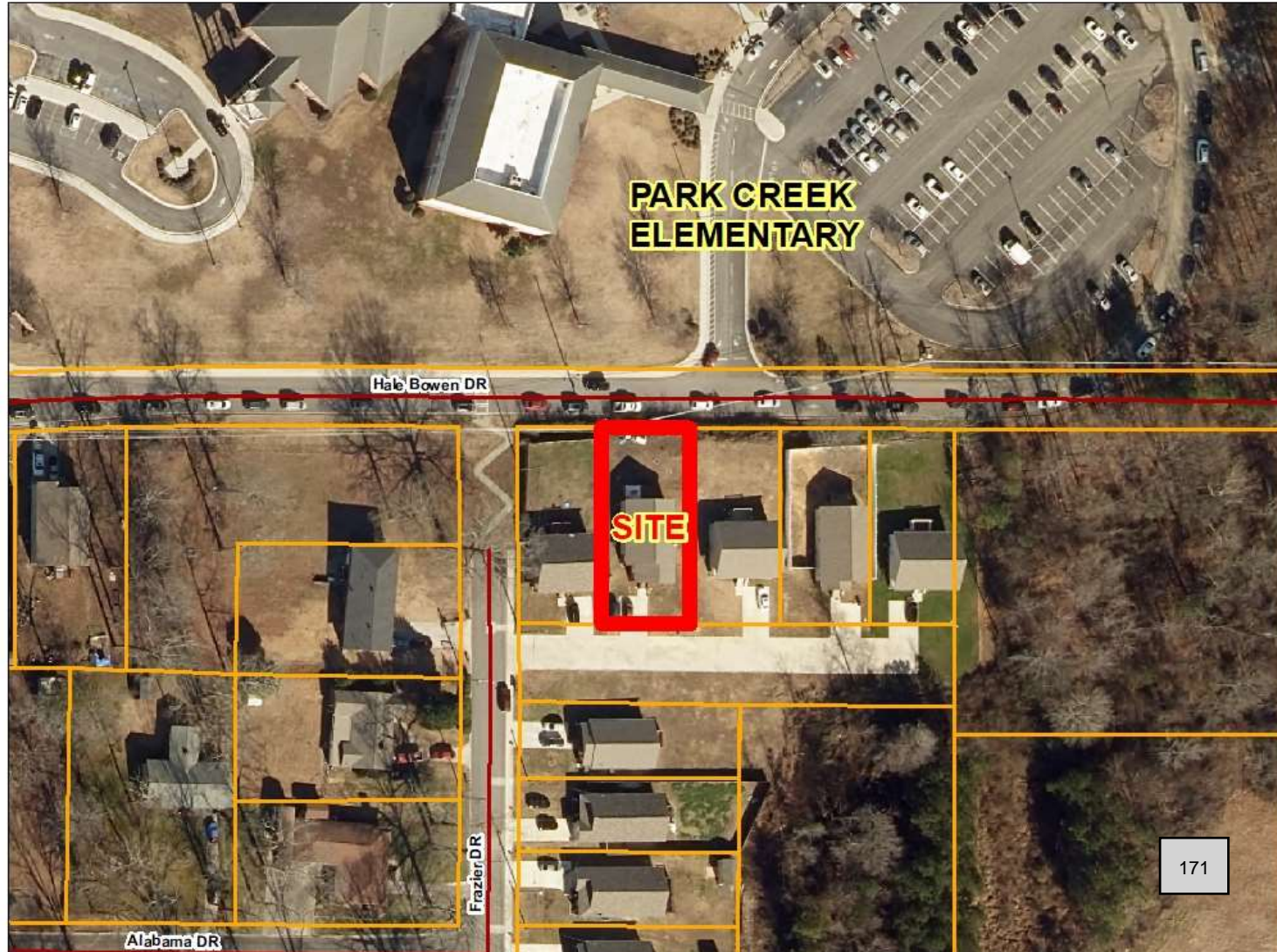






# Sandoval Annexation Request City of Dalton

## Zoning to remain R-3, Medium Density Single Family Residential



**FEET  
100**

# Sandoval Annexation Request City of Dalton

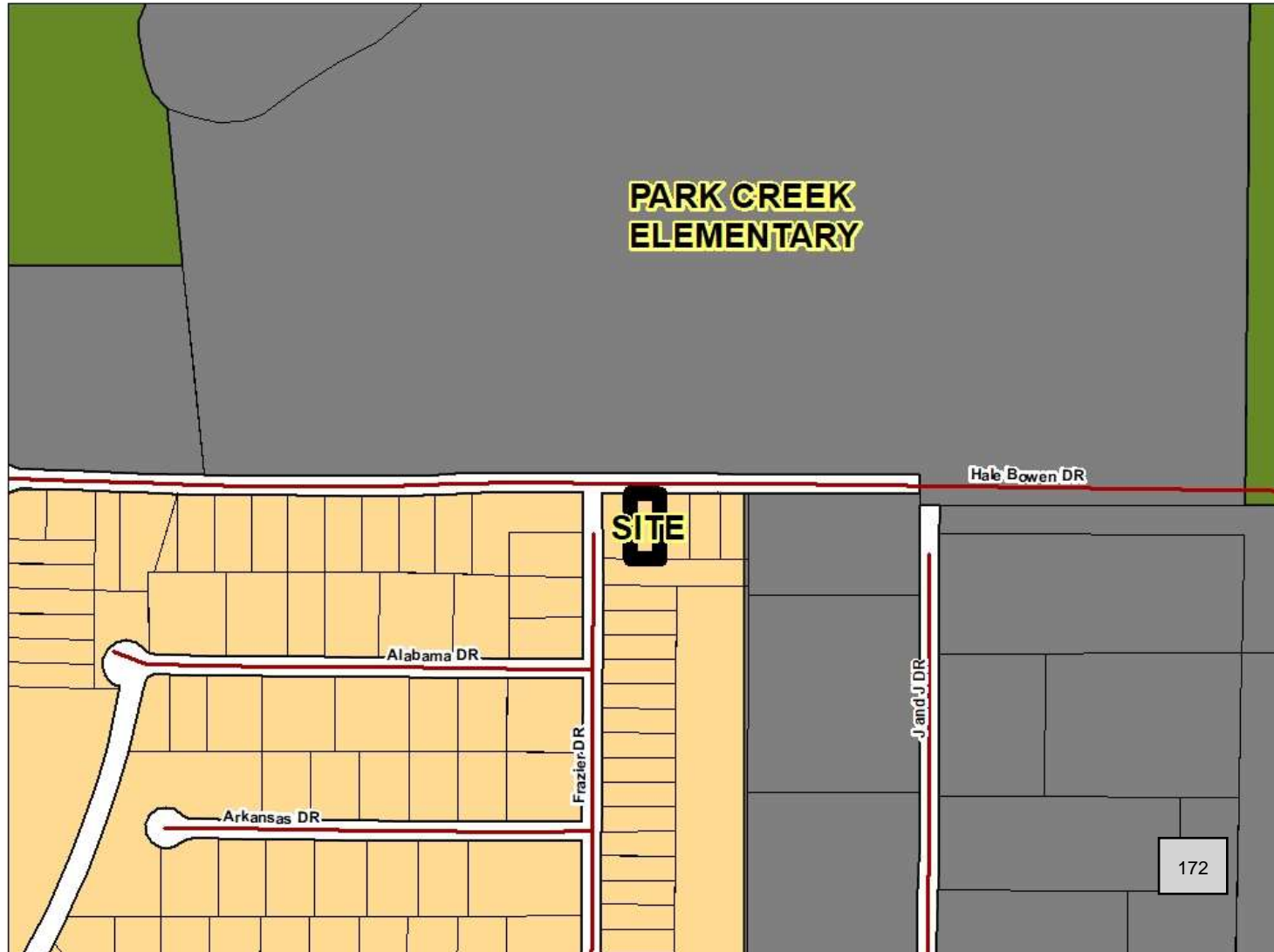
## Zoning to remain R-3, Medium Density Single Family Residential



### FUTURE DEVELOPMENT MAP

-  Industrial
-  Preserve
-  Town Neighborhood Revitalization

**FEET**  
**300**





DAVID PENNINGTON III  
MAYOR

BERNADETTE CHATTAM, CMC  
CITY CLERK



DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW

COUNCIL MEMBERS

August 18, 2023

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

FROM: David Pennington, III  
Mayor, City of Dalton

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

NAME: Yessica A. Sandoval & Cesar G. Sandoval Silva

STREET ADDRESS: 1505 Hale Bowen Dr.

AMOUNT OF ACREAGE: .19

PARCEL NUMBERS: 12-179-02-051

PLAT ATTACHED: YES  NO

ZONING CLASSIFICATION: R-3



## ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	CESAR G. SANDOVAL SILVA & Yossica A Sandoval
APPLICANT ADDRESS:	1505 HALE BOWEN DR.
CITY, STATE & ZIP:	DALTON GEORGIA 30721
TELEPHONE NUMBER:	

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1505 HALE BOWEN DR. DALTON GA 30721
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	SPENCE SUBDIVISION
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	12-179-12 (LT 12 E-936)
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	0.19 A

- PROPOSED ZONING CLASSIFICATION CITY 3 R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 0.19 A
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-051
- HOUSING UNITS 1505

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.  CAUCASIAN  LATINO  AFRICAN AMERICAN  OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Yossica Sandoval Cesar Sandoval  
SIGNATURE OF APPLICANT(S)

8-9-23  
DATE

OWNERSHIP VERIFICATION

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

0.19A LL179-12 (LT12 E-936)

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

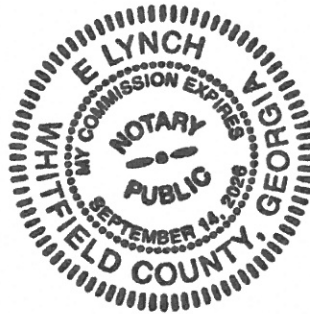
0.19A LL179-12 (LT12-E936)

I hereby appoint CESAR G SILVA SANDOVAL & JESSICA SANDOVAL  
my attorney in fact with full authority, my name, place, and stead, to apply for the  
zoning amendment as set forth in the attached annexation contract.

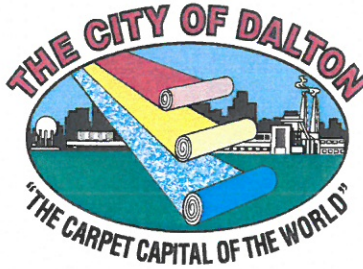
Jessie Sandoval  
(Owner's Name)  
Cesar Silva

Sworn to and subscribed  
Before me, this 9 day  
of AUGUST, 2023

[Signature]  
Notary Public



(Seal)



## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

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

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

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

Yessi Sauls  
SIGNED  
Lesor Sauls

08-09-2023  
DATE



Deed Doc: WD  
**Recorded 05/18/2018 04:12PM**  
Georgia Transfer Tax Paid : \$124.90  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06652 Pg 0512-0513

Pr1001334

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**AFTER RECORDING, RETURN TO:**

Susan W. Bisson  
SPONCLER & THARPE, LLC  
P. O. BOX 398  
DALTON, GA 30722-0398  
File No. 2018040289

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**STATE OF GEORGIA,  
WHITFIELD COUNTY.**

**LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP**

**THIS INDENTURE**, made the 18th day of May, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **YESSICA A. SANDOVAL** and **CESAR G. SANDOVAL SILVA** (hereinafter "Grantees").

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

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

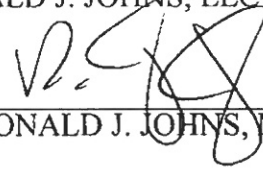
**TOGETHER WITH** all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants with the right of survivorship, and not as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

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

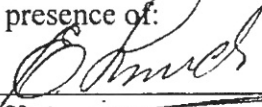
**SUBJECT, HOWEVER**, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.


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

RONALD J. JOHNS, LLC

BY:   
RONALD J. JOHNS, MANAGER

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public



NOTIFY OF ACTION:  
BRIAN SPENCE  
(706) 847-8955

eFiled & eRecorded  
DATE: 6/22/2017  
TIME: 10:52 PM  
PLAT BOOK: 00000E  
PAGE: 00936  
RECORDING FEE: 8.00  
PARTICIPANT ID: 2573764465  
CLERK: Melica Kendrick  
Whitfield County, GA



**ZONING**  
ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS P-1. RESTRICTIONS AND RESTRICTIONS ARE AS FOLLOWS:  
FRONT YARD: 25 FEET  
SIDE YARD: 10 FEET  
REAR YARD: 15 FEET

**SURVEY NOTES**  
1) PROPERTY SHOWN HEREON WAS SURVEYED 2/12/2017.  
2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 104,951' WITH AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.  
3) A TOPCON 3000W TOTAL STATION, TOPCON HIBER 80 GPS RECEIVER, AND GARMIN SURVEYOR 4 DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.  
4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,951'.  
5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF ON FLOOD INSURANCE RATE MAP NO. 1302000000 WITH A DATE OF IDENTIFICATION OF 09/20/2010 FOR COMMUNITY NUMBER 1302 IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.  
6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIBER 80 GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY GARMIN, LLC. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEODESIC DATA COMMITTEE PART 5 NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.5 FEET HORIZONTAL AND 0.8 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.  
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LENGTH & ANGLE DATA ARE NOT GUARANTEED AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.  
8) NO OBSERVED EVIDENCE OF QUARTERS, GRAVESITES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

**CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM**  
I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED FOR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.  
DALTON UTILITIES: *Mark Pugh* DATE: 4/17/17

**CERTIFICATE OF APPROVAL FOR FIRE PROTECTION**  
I HEREBY CERTIFY THAT FIRE HYDRANTS AND WATER MAINS SERVING THE LOTS ON THIS FINAL PLAT HAVE BEEN INSTALLED AND FLOW REQUIREMENTS FOR THE FIRE HYDRANTS HAVE BEEN MET IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DALTON BUILDING CODE FOR FIRE HYDRANT AND WATER SUPPLY REQUIREMENTS.  
CITY OF DALTON FIRE CHIEF: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM**  
I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED FOR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.  
DALTON UTILITIES: *Mark Pugh* DATE: 4/17/17

**CERTIFICATE OF APPROVAL FOR RECORDING**  
THE WHITFIELD COUNTY BUILDING ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED UPON THE PLAT, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.  
4/12/2017 *John P. Galt*  
DATE AUTHORIZED REPRESENTATIVE

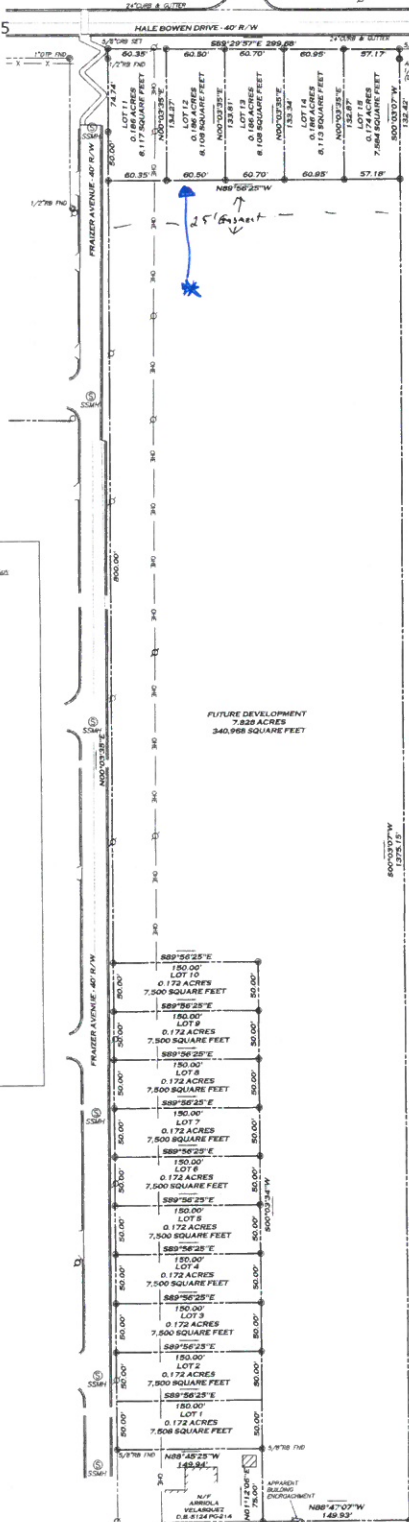
Ms. Jean Garland  
Whitfield County Zoning  
P.O. Box 249  
Dalton, GA 35722-0246  
Dear Jean:  
For zoning purposes, the City of Dalton has determined Hale Bowen Drive for a distance of at least 300 feet east of Fraser Drive is a public right-of-way.  
If I can be of further help or if of this needs additional clarification please don't hesitate to contact me.  
Sincerely,  
*David Gartner*  
Mayor, City of Dalton

Mr. Jean Garland  
Whitfield County Zoning  
P.O. Box 249  
Dalton, GA 35722-0246  
Dear Jean:  
For zoning purposes, the City of Dalton has determined Hale Bowen Drive for a distance of at least 300 feet east of Fraser Drive is a public right-of-way.  
If I can be of further help or if of this needs additional clarification please don't hesitate to contact me.  
Sincerely,  
*David Gartner*  
Mayor, City of Dalton

**FINAL ACCURACY AND DESIGN CERTIFICATE**  
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL MEASUREMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH, AND APPROVAL HEREON DOES NOT RELIEVE ME OF ANY LIABILITY ASSOCIATED WITH INADEQUATE OR AMBIGUOUS DESIGN BY:  
*David Gartner*  
4/17

MITCHELL LOWERY GEORGIA RLS# 3109  
4/17

**Lowery & Associates**  
LAND SURVEYING, LLC



**CERTIFICATE OF FIRE PROTECTION**  
I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED PLANNED FOR INSTALLATION IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT ARE HEREBY APPROVED.  
*Mark Pugh*  
DALTON FIRE CHIEF  
4-11-17  
Date

In obtaining more project information Mr. Spence advised the following:  
1. The houses located on the Northern most part of the plat and closest to Hale Bowen Drive (Lots 11-15) will both face and be addressed off Hale Bowen Drive.  
Mr. Spence stated the driveway for the houses in item 1 will be on an easement latitud 11-15 with a surface completed to support fire-fighting equipment and with a turn-around at the end of the easement.  
Mr. Spence agreed to three fire hydrants for the development. One hydrant to be placed at Arkansas Drive, one hydrant at Alabama Drive, and one hydrant on Hale Bowen Drive. All hydrants to be installed per City Ordinance 54-1. Construction shall not begin greater than 800 feet from a fire hydrant.  
Fire Chief Edward O'Brien of the Whitfield County Fire Department also has been made aware of the development plans.  
*Brian Spence*  
Brian Spence  
4-16-17  
Date

**LEGEND**  
PROPERTY LINE  
OVERLAP/LAPPING  
RECORD CALLS  
BUILDING SETBACK LINE  
B.S.L.  
INDEX CONTOUR  
MINOR CONTOUR  
WATER LINE  
OVERHEAD UTILITY LINE  
GAS LINE  
SANITARY SEWER LINE  
UNDERGROUND ELECTRIC LINE  
FENCE LINE  
STORM DRAIN PIPE  
WATER VALVE  
WATER METER  
FIRE HYDRANT  
GAS METER  
GAS VALVE  
POWER METER  
SANITARY SEWER MANHOLE  
DRAIN ALLET  
SINGLE-WING CATCH BASIN  
DOUBLE-WING CATCH BASIN  
JUNCTION BOX  
REBAR  
CAPPED REBAR  
FOUND  
OPEN TOP PIPE  
MONITORING WELL  
LIGHT POLE  
SIGN  
TREE

IF YOU DIG GEORGIA...  
CALL US FIRST!  
1-800-282-7411  
770-623-4344  
(METRO ATLANTA ONLY)  
UTILITIES PROTECTION CENTER  
IT'S THE LAW

DATE: 02/09/17	DATE: 02/09/17
STATE: GEORGIA	COUNTY: WHITFIELD
LAND LOT: 179	DISTRICT: 12TH SECTION: 3RD

PREPARED FOR:  
BRIAN SPENCE  
SPENCE SUBDIVISION, PHASE 1

**LOWERY & ASSOCIATES**  
LAND SURVEYING, LLC  
317 GRASSDALE ROAD  
CARTERSVILLE, GA 30121  
770-334-0166  
WWW.LOWERYLANDSURVEYS.COM  
INFO@LOWERYLANDSURVEYS.COM  
GEORGIA C.O.A.: LSF-00102

EXHIBIT "B"

4-1-5

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





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

### Tax Commissioner Information

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

Tax Bill Recipient	SANDOVAL YESSICA A & SILVA CESAR G	Legal Description	0.19A LL179-12 (LT 12 E-936)
Year	2022	Sale Date	
Parcel Number	12-179-02-051	Taxes Due	1288.81
Bill	232942	Taxes Due Date	1/20/2023
Exemption Type	S1	Taxes Paid	1288.81
Account No.	7085023	Taxes Paid Date	1/3/2023 10:36:23 AM
Millage Rate	0	Current Due	0
Fair Market Value	130627	Back Taxes	0
Assessed Value	52251	Total Due	0
Prior Years Tax Data	Tax		

### Commercial Structure Information

**This parcel does not have any commercial structures to display**

### Residential Structure Information

#### General

Value	126710
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

#### Construction Information

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

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-179-02-051  
 Realkey 44487  
 GIS Map Map  
 Owner Name SANDOVAL YESSICA A & SILVA CESAR G  
 Owner Address SANDOVAL  
 Owner Address 2 1505 HALE BOWEN DRIVE  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30721  
 Latitude  
 Longitude

## Parcel Address

Parcel House Number 1505  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name HALE BOWEN  
 Parcel Street Units  
 Parcel Street Type DR

## Property Information

Class Residential  
 Strata Lot  
 Tax District County  
 Neighborhood FRZR L  
 Legal Description 0.19A LL179-12 (LT 12 E-936)  
 Total Acres 0.19  
 Zoning See GIS Map  
 GMD\Map Number 081  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0004  
 Subdivision Block  
 Subdivision Lot  
 Comments:

## Current Fair Market Value Information

Previous 130627  
 Current 151710  
 Land 25000  
 Residential Improvement 126710  
 Commercial Improvement  
 Accessory Improvement  
 Conservation Use Value

## Historical Fair Market Value Information

2021 130627  
 2020 125624  
 2019 124900

## Exemption Information

Homestead S1  
 Preferential Year  
 Conservation Use Year  
 Historical Year  
 Historical Val 0  
 EZ year  
 EZ Val 0

## Appeals Information

This parcel does not have any appeals

GIS Quickmap



# Whitfield County

Board of Commissioners

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

September 14, 2023

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

RE: Tax Parcel No. 12-179-02-051

Dear Mayor Pennington:

At the September 11, 2023 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-179-02-051.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Interim Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



August 22, 2023

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

**RE: Annexation Request for Yessica A. Sandoval & Cesar G. Sandoval Silva – 1505 Hale Bowen Drive (.19 acres)**

Dear Mayor Pennington:

As requested in your August 18, 2023, memorandum, Dalton Utilities has reviewed the annexation request of Yessica A. Sandoval and Cesar G. Sandoval Silva for 0.19 acres +/- located at 1505 Hale Bowen Drive. This property is further described as parcel number 12-179-02-051 by the Whitfield County Tax Assessor's Office.

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

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

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner, P.E.



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



Public Safety Commission  
Terry Mathis  
Anthony Walker  
Truman Whitfield  
Alex Brown

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

Date: August 22, 2023

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – 1505 Hale Bowen Dr.

Chief Cason:

I have reviewed the annexation request for 1505 Hale Bowen Dr (0.19 acres), parcel number 12-179-02-051, and have visited the site. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", with a long horizontal flourish extending to the right.

Captain Shaun Scott  
Patrol Division Commander

Fire Chief  
Todd Pangle



**DALTON FIRE DEPARTMENT  
PREVENTION DIVISION**

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

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

August 22, 2023

Re: Annexation Analysis

**Property Address/Parcel:** 12-179-02-051, 1505 Hale Bowen Drive

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

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

**Property Use:** Existing single-family dwelling.

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

Respectfully,

Matt Daniel  
Division Chief  
Prevention Division

# DALTON FIRE DEPARTMENT

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

404 School Street  
Dalton, GA 30720



## PUBLIC SAFETY COMMISSION

Terry Mathis  
Bill Weaver  
Anthony Walker  
Truman Whitfield  
Alex Brown

August 22, 2023

David Pennington, III  
Mayor, City of Dalton

**Re: Annexation proposal for parcel #12-179-02-051 1505 Hale Bowen Dr.**

Greetings,

A review of the proposed listed annexation request has been completed and Dalton Fire Department has no objections to the annexation.

This parcel runs adjacent to four other parcels, two of which have already been annexed into the city. These parcels are addressed incorrectly when considering the direction the dwelling faces as well the access comes off a private drive opposite of Hale Bowen. Currently Dalton Fire Department provides initial response to this residence as part of the current automatic agreement with Whitfield County Fire Department. Regardless of the fact the private drive was never constructed as agreed upon and the addressing is not optimal, annexation of this parcel will improve the boundary line issues that currently exist in this area.

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

Thank you,

Todd Pangle  
Fire Chief  
Dalton Fire Department



PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW

## MEMORANDUM

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

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

RE: ANNEXATION REQUEST  
YESSICA A. SANDOVAL & CESAR G. SANDOVAL SILVA  
1505 HALE BOWEN DRIVE  
0.19 ACRES  
PARCEL NUMBER: (12-179-02-051)

DATE: AUGUST 23, 2023

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

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

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





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/6/23

**Agenda Item:** Appointment of Fire Chief

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Appointment of Matt Daniel as City of Dalton Fire Chief