



**MAYOR AND COUNCIL MEETING  
MONDAY, JULY 16, 2018  
6:00 P.M.  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION – 5:30 P.M. – COUNCIL CHAMBER**

1. Review of Agenda

**REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER**

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of June 18, 2018
6. New Business:
  - A. Public Safety Commission Recommendations:  
(3) New 2018 Alcohol Beverage Applications
  - B. OTIS Elevator Company Maintenance Contract for Dalton Fire Department
  - C. Agreement between the City of Dalton and the Dalton Board of Education for the School Resource Officer Program.
  - D. FY-2018 Budget Amendment #3.
  - E. Annexation Request:  
Ordinance 18-09  
To Annex Property Of AKC Holdings, LLLP Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
  - F. Dalton-Whitfield Planning Commission Recommendation:  
Request of Kinard Development, Inc., AKC Holdings, LLLP, to rezone 17.66 acres from Estate Residential (R-1) to Low Density Single Family Residential (R-2). The parcels lie at the terminus of Martha's Bridge and Ryman Ridge Roads within the existing phases of the Ryman Farm.
7. Supplemental Business
8. Adjournment

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
JUNE 18, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

The Mayor and Council reviewed the following agenda items:

Quit Claim Deeds

Attorney Tom Minor presented and expounded on the following request for Quit Claim deeds to the Mayor and Council:

1. Thornton Storage, LLC - Releasing any interest in a portion of the alley (Acme alley) (Prater ally) see map
2. MMB Realty, LLC - Previous arrangement with Brown Industries to relocate Third Avenue. Plans were drawn and both parties agreed but it was never deeded transferring the title of the strips of land (swapping quit claim deeds) see map
3. Anaconda Development, LLC - Request for Quitclaim deed, Walnut Avenue across from the old Sale Auto Mall. (Grant Street) to re-convey abandoned property back to the adjoining property owners; a portion of the property that used to be on Grant Street which was part of the Avalon Heights subdivision

Renewal of Agreement with Robert Adam Cowan for Municipal Court Judge

City Administrator Jason Parker explained the renewal agreement remains the same as the previous agreement.

Master Subscription Agreement with Municipal Code Corporation (Municode) for Meeting and Agenda Management System

City Administrator Jason Parker reported to the Mayor and Council that if purchased, the meeting agenda software will allow for electronic submission of items from various departments, increase efficiency and cut down on work load.

CDBG Sub-Recipient Agreements:

CFO Cindy Jackson explained that the funds for the CDBG Sub-Recipients were approved early in 2018 and now the agreements must be approved.

1. Dalton Housing Authority
2. Family Promise
3. Northwest Georgia Family Crisis Center

Ordinance - First Reading  
Ordinance 18-07

City Attorney Jim Bisson reviewed the ordinance regarding Personal Transportation Vehicles i.e. golf carts on surface streets and the specific rules and regulation.

*To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.*

Discussion of Lease Agreement with DEO Clinic, Inc., and the Northwest Georgia Healthcare Partnership, Inc. for the Mack Gaston Community Center

Attorney Henry Tharpe came before the Mayor and Council regarding the Lease Agreement. Tharpe stated the details/issues previously discussed have been rectified and the Clinic plans to move to Mack Gaston Community Center on or before July 16<sup>th</sup> and commence business (2) weeks after the July 16<sup>th</sup> if the Agreement is approved by the Mayor and Council.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:53 p.m.

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

\_\_\_\_\_  
Dennis Mock, Mayor

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

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JUNE 18, 2018

The Mayor and Council held a Work Session this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

APPROVAL OF THE AGENDA

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council added to the agenda the Lease Agreement with DEO Clinic, Inc. and the Northwest Georgia Healthcare Partnership, Inc. for the Mack Gaston Community Center, and approved the agenda. The vote was unanimous in favor.

PLEDGE OF ALLEGIANCE

Ms. Olivia Wood led the audience in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no Public Comments.

MINUTES

The Mayor and Council reviewed Work Session and Regular Meeting Minutes of June 4, 2018. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

QUIT CLAIM DEEDS

The Mayor and Council members reviewed the following Quit Claim deeds

- (1) Thornton Storage, LLC - unused alley behind old Baldrige Lumber
- (2) MMB Realty, LLC - City agrees to give up use of a section of 3<sup>rd</sup> avenue
- (3) Anaconda Development, LLC - section of Grant Street near 1525 East Walnut Avenue

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved all (3) Quitclaim Deeds. The vote was unanimous in favor.

RENEWAL OF AGREEMENT WITH ROBERT ADAM COWAN FOR MUNICIPAL COURT JUDGE

The Mayor and Council reviewed the Renewal of Agreement with Robert Adam Cowan for Municipal Court Judge to perform services as Dalton Municipal Court Judge in the amount of \$4916.67 per month. On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the agreement. The vote was unanimous in favor.

MASTER SUBSCRIPTION AGREEMENT WITH MUNICIPAL CODE CORPORATION (MUNICODE) FOR MEETING AND AGENDA MANAGEMENT SYSTEM

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the purchase of Master Subscription Agreement with Municipal Code Corporation (Municode) for Meeting and Agenda Management System in the amount of \$5600.00 annually. The system allows for electronic submissions of agenda items using a workflow. The vote was unanimous in favor.

CDBG SUB-RECIPIENT AGREEMENTS

The Mayor and Council reviewed the following CDBG Sub-Recipient Agreements:

1. Dalton Housing Authority - \$275,000  
to provide facility rehabilitation for HVAC upgrades for 64 units
2. Family Promise - \$20,000  
to provide partial salary for housing stability case management
3. Northwest Georgia Family Crisis Center - \$11,740  
to provide partial salary for children's advocate and/or resident assistant

On the motion of Council member Wood, second Council member Harlan, the CDBG Sub-Recipient Agreements were approved. The vote was unanimous in favor.

ORDINANCE - FIRST READING

ORDINANCE 18-07

The Mayor and Council held a first reading of Ordinance 18-07 To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

LEASE AGREEMENT WITH DEO CLINIC, INC. AND THE NORTHWEST GEORGIA HEALTHCARE PARTNERSHIP, INC. FOR THE MACK GASTON COMMUNITY CENTER

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the Lease Agreement with DEO Clinic, Inc. and the Northwest Georgia Healthcare Partnership, Inc. for the Mack Gaston Community Center subject to the clinic to moving to the Mack Gaston Community Center on or before July 16<sup>th</sup> and commence business (2) weeks after the July 16<sup>th</sup>. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:06 p.m.

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

\_\_\_\_\_  
Dennis Mock, Mayor

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



**Mayor and Council Agenda Request**

Council Meeting Date: 07/16/2018

Department: City Clerk

Subject: (3) 2018 New Alcohol Applications

Cost: N/A Already in Current Year Budget? Yes  No

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

(3) 2018 New Alcohol Applications

Requested By:

City Administrator Recommendation

**City Clerk Notations**

Motion/Second	Approved	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

**2018 ALCOHOL BEVERAGE RENEWAL APPLICATIONS**

**M&C MONDAY JULY 16, 2018**

**(3) 2018 ALCOHOL APPLICATIONS**

Business Owner: Narayan Shanti, LLC  
d/b/a: Nizzie's Package Store  
Applicant: Narayan Shanti, LLC  
Business Address: 1902 Chattanooga Rd.  
Type: Package Beer, Package Wine, Package Liquor  
Disposition: **New**

Business Owner: Land Flow, LLC  
d/b/a: Native  
Applicant: Dustin Coker / Land Flow, LLC  
Business Address: 825 Chattanooga Ave  
Type: Pouring Beer, Pouring Wine, Pouring Liquor  
Disposition: **New**

Business Owner: Downtown Dalton Development Authority  
d/b/a: Downtown Dalton Development Authority  
Applicant: Kristi Watson / Downtown Dalton Development Authority  
Business Address: 305 S. Depot St.  
Type: Pouring Beer, Wine Pouring  
Disposition: **New**



**Mayor and Council Agenda Request**

Council Meeting Date: 7-16-18

Department: Fire Department

Subject: Elevator Contract

Cost: \$2,100.00 Annual Already in Current Year Budget? Yes  No

Provide Funding Source if Not in Budget: \_\_\_\_\_

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

This maintenance contract exceeds the one that we currently have with Otis. As compared to our current contract, this updated contract includes the cost of most parts and labor for mechanical failures. The contract also covers any and all annual tests that are required by law. As this elevator gets older the chance of problems increase. We have already experienced some mechanical issues that cost several thousand dollars which would have been covered by this maintenance agreement. This agreement would go into place on August 1st of 2018.

Requested By: Todd Pangle

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date



DATE: 12/15/2017

TO: Dalton Fire Department  
404 School St  
Dalton, GA 30720

FROM: Otis Elevator Company  
4295 Cromwell Rd-Suite407  
Chattanooga, TN 37421

EQUIPMENT LOCATION:  
City Of Dalton Fire Dept  
404 School Street  
Dalton, GA 30720

Martin Ferro  
Phone: 423-298-3143  
Email: martin.ferro@otis.com

PROPOSAL NUMBER: AKC434

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	DOVER	ONLY ELEVATOR	F02355

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM@ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

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Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Execution of this agreement will null and void any previous agreement with Otis.

**CONTRACT PRICE AND TERM**

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**CONTRACT PRICE**

**One hundred seventy-five dollars (\$ 175.00 ) per month, payable Quarterly**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

**A. Material**

**Seventeen dollars and fifty cents (\$ 17.50 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **03/01/2018** which was **218.700**.

**B. Labor**

**One hundred fifty-seven dollars and fifty cents (\$ 157.50 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2018** which was **79.364**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 08/01/2018.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

**Electronic Funds Transfer Payments (ACH/EFT)****Transmission Format**

**Accepting CTX (Corporate Trade Exchange) format only.** This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below). **Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.**

**Minimum Payment Information**

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

**Depository Information**

Depository Institution: JP Morgan Chase  
 Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339  
 Account Name: Otis Elevator Company  
 Account Number: 55-20622  
 Bank routing Number: 071000013  
 If a wire transfer use this routing number: 021000021

**Remittance Information**

For each transmission, please send remittance notification to Otis Elevator Company via email at [REMITTANCE@OTIS.COM](mailto:REMITTANCE@OTIS.COM) or fax to 860-353-5145.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Martin Ferro  
 Title: Territory Manager  
 E-mail: martin.ferro@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Diana Bartley

Title \_\_\_\_\_

Title General Manager

E-mail: \_\_\_\_\_

Name of Company \_\_\_\_\_

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**BILL TO INFORMATION**

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

**ACCOUNTS PAYABLE CONTACT**

Name:

Phone Number:

Fax Number:

E-mail:

**TAX STATUS**

Are you tax exempt?    Yes    No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?    Yes    No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices?    Yes    No

If yes, please provide blank check for bank routing and account information.



## YOUR OTIS MAINTENANCE CONTRACT INCLUDES :



### OTIS MAINTENANCE

#### Maintenance Program, using OMMS® (Otis Maintenance Management System)

- Otis will perform regular preventative maintenance on your equipment based on a plan developed using both systematic inputs and local input. This plan is constantly reviewed by the local Otis team and modified accordingly.
- Otis ensures quality maintenance by using standard work procedures to execute maintenance.

#### Genuine Otis Replacement Parts

- Otis will replace all necessary and available parts with genuine Otis parts. Any parts replaced will be with new parts manufactured or selected by Otis, or with parts refurbished to Otis standards.
- Based on both local inventory and parts available in our Otis Service Center, most parts are available within 24 hours.

#### REM® (Remote Elevator Monitoring)

- Otis will continuously monitor your elevator 24 hours a day with our REM system to proactively diagnose issues with your elevator.

#### OtisROLE® (Remote On-Line Experts)

- Our mechanics have access to OtisROLE which consists of experienced designers, installers, maintenance technicians and adjusters, who answer telephone inquiries from the field to assist with challenging troubleshooting and repair work.

### SERVICE REQUESTS

#### Callback Service

- Otis will respond to service calls during normal working hours. Normal working hours are defined as 8AM to 4:30PM, Monday thru Friday.

#### OtisLine® 24 Hour Dispatching

- OtisLine provides centralized dispatching and customer service from a single 800 number, 24 hours a day, 365 days a year.

#### ADA Phone Monitoring\*

- Otis provides 24/7 ADA phone monitoring as part of its standard maintenance agreement.

### COMMUNICATION

#### eService

- eService is Otis' online access to your maintenance and service call history. eService also offers email notifications or detailed reports to be sent when a service call is completed or when maintenance is performed.

### SAFETY + QUALITY

#### Safety Inspections and Testing\*†

- Code mandated safety testing is performed annually to ensure your elevator is running at its best.

#### Quality Field Audits

- Otis will conduct periodic field audits of personnel and units to ensure both are up to Otis standards.

### INDEMNIFICATION

#### Legal Coverage

- Otis indemnifies the customer against any damages caused that are within Otis control. This does not include anything outside of Otis control, such as weather, labor strikes, vandalism, or acts of God.

\* ASME A17.1/CSA B44 code requirement

† Does not necessarily include any third party services or additional fees if required by code. Specific coverage is subject to terms and conditions of executed contract. On the web at [www.otis.com](http://www.otis.com) © Otis Elevator Company 2008



**Mayor and Council Agenda Request**

Council Meeting Date: 07/16/2018

Department: Dalton Police Department

Subject: 2018-2019 SRO Agreement

Cost: \$213,692.72 Already in Current Year Budget? Yes  No

Provide Funding Source if Not in Budget: General Fund

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

The Dalton Police Department and Dalton Public Schools have had a SRO agreement in place for a number of years. The agreement is renewed prior to the start of the new calendar year for DPS. This year they requested additional SROs and the agreement reflects the addition of one additional SRO for the 2018-2019 school year. There are funds available in our 2018 budget to cover the cost for the all four positions. Additional funding will need to be added in the 2019 budget to cover the SROs next year. It is important to note that DPS reimburses the city for 75% of the cost.

Requested By: Chief Cliff Cason

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

**Agreement Between  
The City of Dalton, Georgia  
And  
The Dalton Board of Education  
For  
The School Resource Officer Program**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between THE CITY OF DALTON, GEORGIA (the "City") and THE DALTON BOARD OF EDUCATION (the "Board").

**GOALS AND OBJECTIVES**

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society.

**A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER**

1. The City shall cause the DALTON POLICE DEPARTMENT (the "Department") to provide four School Resource Officers ("SROs" or "SRO") to Dalton Public Schools, as resources are available. These officers will be stationed at and primarily serve at Dalton High School, Morris Innovative High School and Dalton Middle School.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs' chain of command will be the Department's supervisory system on all law enforcement matters and the Department shall hire, train, assign, discipline and dismiss SRO personnel. For non-law enforcement issues the SROs are to work with their assigned school principal and the Director of Operations for the school system.
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the Department and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign a SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.
5. The Department and the Board agree to mutually indemnify the other except in cases of willful misconduct, gross negligence, or bad faith.

## **B. HOURS AND SPECIAL EVENTS**

1. Each SRO will be assigned as follows: two officers to serve Dalton High School, one officer to serve Morris Innovative High School, and one officer to serve Dalton Middle School. The officers will coordinate schedules with their school principals, the Director of Operations and their supervisor in the Dalton Police Department. The SROs shall be on-duty at their assigned schools thirty minutes prior to school start and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs will notify their school principal when they will be off of the school campus.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements with the Board for coaching duties, after school programs, athletic events or teaching shall be paid by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school unless authorized otherwise by the SRO supervisor.

## **C. DUTIES OF THE SCHOOL RESOURCE OFFICER**

1. The SRO may assist the principal and Director of Operations in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus.
2. The SRO may present programs on various topics to students and faculty. Subjects can include but are not limited to a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups.
4. The SROs shall make themselves available for conferences involving teachers, parents and faculty.
5. Upon the request of the school principal or Director of Operations the SRO shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.
6. Upon request of the school principal or the Director of Operations the SROs shall conduct investigations of crimes, which occur at their assigned schools and use other resources if needed for follow up investigations. When requested by the Director of Operations SROs may conduct investigations at other sites with the approval of the Department.
7. After the principal has conducted a search, locates contraband and requests assistance, the SROs shall follow the School Board's Policy for the confiscation of any items or substances that while not illegal are not allowed on school property. The SRO will follow Police Department Policy for the seizure of any illegal items, drugs or substances from students on school property.

8. The SROs shall follow the guidelines of the state law, Board policy and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. The school principal may limit access to areas of the buildings and grounds if good reasons exist.

#### **D. RIGHTS AND DUTIES OF THE BOARD**

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs. The Board shall be billed semi-annually for such cost, each February and August. The invoice shall be due and payable in 30 days. The City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the Department with a written assessment of SRO performance in May and December of each calendar year. The metrics for assessment will be determined in advance by the principal and the SRO supervisor.
3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs.
  - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
  - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
  - c. Access to a computer terminal and hookup.
4. The Department will supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
5. The Board shall co-operate with the City in its defense of any legal action by a third party against a SRO and/or the City arising out of the performance by the SRO of his duties as set forth herein.

#### **E. DISMISSAL OF SCHOOL RESOURCE OFFICER**

1. In the event the Board determines that the particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police of the Board's request. The Chief of Police, the appropriate principal, and the Dalton Public School System Director of Operations, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
2. The Chief of Police may dismiss or reassign SROs in accordance with the Department's rules, regulations, and general orders.

#### **F. TERM**

The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2018 and expire on June 30, 2019. Provided, however, either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Department and the Board will review each new annual Agreement prior to renewal to determine if any revisions are necessary for the new term.

In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within 5 business days of such request the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools

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

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: 

Title: Board Chair

THE CITY OF DALTON, GEORGIA

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

Title: Mayor, City of Dalton

Proposed Budget for July 1, 2018-June 30, 2019. This proposed budget is calculated based on estimated expenses.

Salaries	\$203,322.63
FICA	\$13,909.57
Pension/Valic	\$8,316.89
Hosp. Insurance	\$3,017.58
Worker's Comp Ins.	\$2,960.00
Life & Disability Ins.	\$1,136.95
Uniforms	\$2,400.00
Training	\$4,000.00
Fuel	\$6,800.00
Total	\$284,923.62
<b>DPS responsibility (total X 75%)</b>	<b>\$213,692.72</b>



**Mayor and Council Agenda Request**

Council Meeting Date: 07/16/2018

Department: Finance

Subject: Budget Amendment #3

Cost: \$0 Already in Current Year Budget? Yes \_\_\_ No X

Provide Funding Source if Not in Budget: 2007 TSPLOST, Sale of Assets, LMIG, State Funds

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

The net impact on the various funds is \$0, but the departmental levels and fund totals will change which requires a budget amendment. Contingency is also being utilized to balance the budget.

Requested By: Cindy Jackson

City Administrator Recommendation

**City Clerk Notations**

Motion/Second	Approved	Date

**2018 Budget Amendment  
Budget Amendment #3**

(A)  
(B)

<b>GENERAL FUND</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Proceeds from sale of assets	\$ 62,000	(1)
	<u>\$ 62,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Building & grounds - general insurance	\$ 13,610	(2)
Various departmental budgets - general insurance	(4,910)	(2)
Contingency	(8,700)	(2)
Transfer out - capital projects	62,000	(1)
	<u>\$ 62,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To purchase used vacuum truck with proceeds from sale of used equipment
- (2) To pay cyber security premium added to general insurance policy

(A)

<b>Capital Acquisition Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Transfer in - general fund	\$ 62,000	(1)
	<u>\$ 62,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital - public works	\$ 62,000	(1)
	<u>\$ 62,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To purchase used vacuum truck

(C)

<b>SPLOST 2015 Pay Go Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Federal Grant - LMIG	\$ 11,470	(4)
	<u>\$ 11,470</u>	
<b>Expenditures &amp; Transfers-out</b>		
Capital outlay - public works	\$ 11,470	(4)
	<u>\$ 11,470</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To reflect change order approved by M&C and increase in LMIG funding for pavement markings

D

**T-SPLOST 2007**

**Revenues & Transfers-In**

Intergovernmental revenue - T-SPLOST

	Increase <u>(Decrease)</u>	
\$	337,310	(1)
<hr/>		
\$	337,310	

**Expenditures & Transfers-out**

T-SPLOST College Drive project 2.6

\$	337,310	(1)
<hr/>		
\$	337,310	

**Net Increase (Decrease) Budgeted Fund Balance**

<hr/>		
\$	-	
<hr/>		

- (1) For funding LED lights downtown \$275,310, Valley Dr. speed cushions \$9,000, N. Thornton Ave. sidewalk project \$10,000, pedestrian signals @ Dug Gap Rd. \$18,000, traffic signal @ Abutment and VD Parrott Pkwy \$25,000

E

**Confiscated Asset Fund**

**Revenues & Transfers-In**

State - drug seizures

	Increase <u>(Decrease)</u>	
\$	15,000	(1)
<hr/>		
\$	15,000	

**Expenditures & Transfers-out**

Capital outlay - police department

\$	15,000	(1)
<hr/>		
\$	15,000	

**Net Increase (Decrease) Budgeted Fund Balance**

<hr/>		
\$	-	
<hr/>		

- (1) Increased revenue will be used to purchase equipment items for patrol & criminal investigations divisions



**Mayor and Council Agenda Request**

Council Meeting Date: 07-16-18

Department: Dalton-Whitfield County Planning Commission

Subject: Ordinance 18-09 Annexation Request of AKC Holdings, LLLP

Cost: N/A Already in Current Year Budget? Yes  No

Provide Funding Source if Not in Budget: \_\_\_\_\_

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

REQUEST OF KINARD DEVELOPMENT TO ANNEX A TRACT OF LAND TOTALING 2.02 ACRES LOCATED ALONG THE R/W OF THREAD MILL ROAD INTO THE CITY OF DALTON. PARCELS 12-298-06-000, 12-298-01-049 AND 12-298-01-034.

Requested By: Ethan Calhoun

City Administrator Recommendation

**City Clerk Notations**

Motion/Second	Approved	Date

## **ORDINANCE NO. 18-09**

To Annex Property Of AKC Holdings, LLLP Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

**WHEREAS**, AKC Holdings, LLLP, the owner of certain unincorporated real property in the County of Whitfield, has petitioned for annexation of the property into the city limits of the City of Dalton, Georgia;

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

### **Section 1.**

The area contiguous to the City of Dalton as described in Exhibit "A" (the "Property"), which is attached to and incorporated herein as a part of this Ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

### **Section 2.**

This Ordinance shall be effective on the 1st day of August, 2018.

### **Section 3.**

The City Clerk is instructed to send a 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 Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

### **Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

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

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

\_\_\_\_\_  
MAYOR

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"

### Tract 1

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Lots Nos. 23 and 24 of Oak Crest Subdivision as shown on plat of said subdivision recorded in Plat Book 4 Page 76 (Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

### Tract 2

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a point on the east line of said Land Lot No. 298, said point being located 1085 feet south of the northeast corner of said land lot; thence running south, along the east line of said land lot, a distance of 210 feet; thence west 420 feet to an iron stake; thence north 210 feet to an iron stake; thence east 420 feet to the point of beginning.

LESS and EXCEPT: That portion of hereinabove described property conveyed to Whitfield County, for a 60-foot right of way for Store Road, between Dug Gap Road and 41 Highway South, recorded August 6, 1968 in Deed Book 232 Page 231, Whitfield County, Georgia Land Records.

### Tract 3

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 11 and 12 of Oak Crest Subdivision, according to a plat of survey of said subdivision recorded in Plat Book 4 Page 76 (Plat Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jason Parker  
Jim Bisson  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** June 27, 2018

**SUBJECT: The request of Kinard Development to annex a tract of land totaling 2.02 acres located along the R/W of Thread Mill Road into the City of Dalton. (Parcels 12-298-06-000, 12-298-01-049, and 12-298-01-034) (City)**

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on June 25, 2018 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Robert Kinard, the property owner and petitioner.

**Public Hearing Summary:**

Mr. Minor Recused himself from the hearing and exited the Commissioner's chambers  
Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested City of Dalton Annexation.

Robert Kinard, the land owner and petitioner, confirmed his desire to annex the three parcels into the City of Dalton.

With no other comments heard for or against this public hearing closed 6:51p.m.

**Recommendation:**

Mr. Minor recused himself from the vote of item G. and exited the Commissioner's chambers.  
Chairman Lidderdale sought a motion on the requested City of Dalton Annexation. **Mr. DeLay then made a motion to recommend the City of Dalton Annexation based on his agreement with the content of the staff analysis. Ms. Mathis seconded the motion and a unanimous recommendation followed, 3-0.**

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 11 and 12 of Oak Crest Subdivision, according to a plat of survey of said subdivision recorded in Plat Book 4 Page 76 (Plat Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

**STAFF ANALYSIS  
ANNEXATION REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:**

**Robert Kinard is seeking annexation of approximately three parcels (#12-298-06-000, 12-298-01-049, 12-298-01-034) into The City of Dalton. Two of the parcels are within the Oak Crest Subdivision within the Low Density Single Family Residential zone district, and the third parcel is located along the west R/W of Threadmill Road within the Estate Residential zone district. Dalton's current corporate boundary abuts each of the three parcels that have been requested for annexation.**

The surrounding land uses and zoning are as follows: In all directions - north, south, and west there are existing single family detached homes occupying most lots in the vicinity, all a part of Ryman Farm and Oak Crest Subdivisions. There are, however, a few lots adjacent to the three tracts of the subject property that remain undeveloped. Several of the adjacent vacant tracts are planned to be included in the newest phase of The Ryman Farm subdivision. The zoning in the area is uniformly R-2 and R-1, both in the city and in the county under the Unified Zoning Ordinance.

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad June. 8, 2018 (17 days notice) 2. Property posted June. 8, 2018 (Yes -- one sign on the lot frontage; 17 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?			<u>X</u>
D. The following special requirements have an impact on this request:  100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

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

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

*Yes. Almost all properties in the vicinity are single family detached dwellings in the heart of existing subdivisions. The subject parcels are consistent with the surrounding lot sizes, but will likely be re-drawn as part of an upcoming subdivision plat proposal.*

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

*No impact is expected, regarding this annexation, if is approved.*

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

Two out of the subject property's three tracts are zoned R-2 while the third is zoned R-1. All three of these tracts are within the County and because of the Unified Zoning Ordinance, the annexation will maintain the same R-1 and R-2 zoning designation unless they rezoned.

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

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

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

*No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the city of Dalton, as compared to the county jurisdiction.*

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

*The residential development that are The Ryman Farm and Oak Crest subdivisions is consistent with the comprehensive plan that shows the area to be part of the Suburban Neighborhood character area, which is implemented primarily by single family residential land uses.*

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

**unrelated district (spot zone) as interpreted by current Georgia law.**

This request, if approved, would simply slightly enlarge the City of Dalton's incorporated boundary. No county islands would be created as a result of this annexation's approval.

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

*Although the subject property has been vacant for some time it appears to be related to economic stresses rather than environmental or cultural factors.*

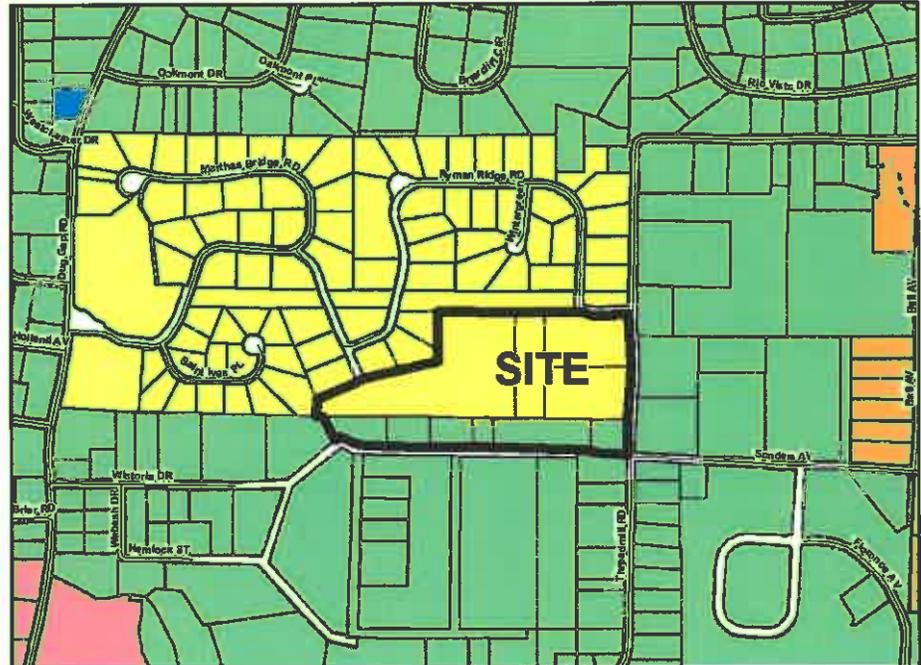
**CONCLUSION: The staff recommendation is that the subject property is very much suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of all properties in the vicinity.**

**Kinard Rezoning Request  
 R-1, Estate Residential/R-2, Low Density Single Family Residential  
 to  
 R-2, Low Density Single Family Residential  
 City of Dalton Jurisdiction**



ZONING	
	Estate Residential (R-1)
	Low Density Single Family Residential (R-2)
	Rural Residential (R-5)
	High Density Residential (R-7)
	Neighborhood Commercial (C-1)

**Feet  
500**

**Kinard Rezoning Request**  
**R-1, Estate Residential/R-2, Low Density Single Family Residential**  
**to**  
**R-2, Low Density Single Family Residential**  
**City of Dalton Jurisdiction**



**Dalton City Limits**

 Town\_Boundaries

**Feet**  
**500**







RECEIVED MAY 24 2018

### 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:	AKC Holding	Robert W Kinard
APPLICANT ADDRESS:	704 S THORNTON AVE	
CITY, STATE & ZIP:	DALTON GA 30720	
TELEPHONE NUMBER:	706 483 7166	

**PROPOSED PROPERTY TO BE ANNEXED**

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	THREAD MILL Rd
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	SUBDIVISION

- PROPOSED ZONING CLASSIFICATION R2
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 2 PLUS ACRES
- TAX MAP NUMBER/PARCEL NUMBER 12-298-06-000, 12-298-01-049,
- HOUSING UNITS

\* Adding \*  
Lot 11

12-298-01-034  
- 78 A.

- (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.
 

<input type="checkbox"/> CAUCASIAN	<input type="checkbox"/> LATINO
<input type="checkbox"/> AFRICAN AMERICAN	<input type="checkbox"/> OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Robert W Kinard  
SIGNATURE OF APPLICANT(S)

5/23/18  
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:

AKC Holdings LLP      Robert W Kinard  
Describe parcel or parcels and nature of interest  
and percentage of interest

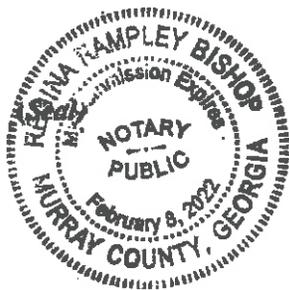
Land NO Buildings      KINARD Development

I hereby appoint Robert W Kinard  
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.

AKC Holdings LLP  
(Owner's Name) Robert W Kinard

Sworn to and subscribed  
Before me, this 23 day  
of May, 2018

Regina Rampley Bishop  
Notary Public



Deed Doc: WD  
Recorded 08/29/2012 03:08PM  
Georgia Transfer Tax Paid : \$0.00  
MELICA KENDRICE  
Clerk Superior Court, WHITFIELD County, Ga  
R# 05777 P# 0227-0233

PT-2604

[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

### WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 27<sup>th</sup> day of August, 2012, between Robert W. Kinard, Grantor, and AKC Holdings, L.L.P., a Georgia limited liability limited partnership, 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 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 my interest in 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.

GRANTOR AND GRANTEE acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and Minor, Bell & Neal, P.C. 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 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:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]



*Robert W. Knard* (Seal)  
Robert W. Knard

**EXHIBIT "A"**

**Tract 1:**

All of my one-half undivided interest in:

All that tract or parcel of land lying and being in Land Lot No. 198 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being Lots Nos. 77, 78, and 79 of the J. P. McDaniel Subdivision No. 2, as shown by plat of record in Plat Book 3 Page 156 (Plat Cabinet A Slide 109), Whitfield County, Georgia Land Records, and also being shown on plat of record in Plat Book 11 Page 28 (Plat Cabinet A Slide 321), Whitfield County, Georgia Land Records, and described as follows:

*BEGINNING* at an iron pin marking the northwest corner of the intersection of McDaniel Drive and Burleyson Street; thence west along the north side of McDaniel Drive 149.35 feet to an iron pin; thence north 149.19 feet to an iron pin; thence north 89 degrees 41 minutes 16 seconds east 149.35 feet to an iron pin on the west side of Burleyson Street; thence south along the west side of Burleyson Street 150 feet to the point of beginning.

**Tract 2:**

All of my one-half undivided interest in:

All that tract or parcel of land lying and being in Land Lot No. 198 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being the west 20 feet of that portion of Burleyson Street, as shown on plat of the J. P. McDaniel Subdivision No. 2, of record in Plat Book 3 Page 156 (Plat Cabinet A Slide 109), Whitfield County, Georgia Land Records, and also being shown on plat of record in Plat Book 11 Page 28 (Plat Cabinet A Slide 321), Whitfield County, Georgia Land Records, adjoining Tract 1 above described, and described as follows:

*BEGINNING* at an iron pin marking the northwest corner of the intersection of Burleyson Street and McDaniel Street; thence north 150 feet to an iron pin; thence east 20 feet; thence south 150 feet to the north side of McDaniel Drive; thence west along the north side of McDaniel Drive 20 feet to the point of beginning.

**Tract 3:**

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Lots Nos. 23 and 24 of Oak Crest Subdivision as shown on plat of said subdivision recorded in Plat Book 4 Page 76 (Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

**Tract No. 4:**

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

*Beginning* at a point on the east line of said Land Lot No. 298, said point being located 1085 feet south of the northeast corner of said land lot; thence running south, along the east line of said land lot, a distance

of 210 feet; thence west 420 feet to an iron stake; thence north 210 feet to an iron stake; thence east 420 feet to the point of beginning.

**LESS and EXCEPT:** That portion of hereinabove described property conveyed to Whitfield County, for a 60-foot right of way for Stone Road, between Dog Gap Road and 41 Highway South, recorded August 6, 1968 in Deed Book 232 Page 231, Whitfield County, Georgia Land Records.

**Tract 5:**

All that tract or parcel of land lying and being in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being Lot No. 129, Group 2, of the lands of Crown Cotton Mills, as shown on a plat of said subdivision prepared by Southern Mapping and Engineering Company, dated August 1953, and recorded in Plat Book 3 Page 142, Whitfield County, Georgia Land Records, reference to which is herein made for a more full and complete description.

**Tract 6:**

A certain tract or parcel of land, located in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, known and designated as Lot No. 129A, Group 2A, of the lands of Crown Cotton Mills, as shown on plat of subdivision for Crown Cotton Mills prepared by Southern Mapping and Engineering Company, dated August 1953, and recorded in Plat Book 4 Page 100, Whitfield County, Georgia Land Records, which plat is, by reference, incorporated herein and made a part hereof for the purpose of a more complete description.

**Tract 7:**

All that tract or parcel of land lying and being in Land Lot 237 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and beginning at a point on the east right of way of Valley Drive, which point is located 168.5 feet north of the intersection of the north curb of Walnut Avenue and the east curb of Valley Drive (formerly known as Jones Street); thence running north along the east right of way of Valley Drive a distance of 156.5 feet, more or less, to the property line of J. Pleas Smith, Jr.; thence running east along the south line of the property of J. Pleas Smith, Jr., a distance of 300.0 feet, more or less; thence south a distance of 164.5 feet, more or less, along the west line of the property now or formerly owned by Mrs. Fannie B. McCarty and the property of Mrs. Kate Spann Wink to the property of J. P. Herndon; thence west along the north line of the property J. P. Herndon and others, a distance of 300.0 feet, more or less, to the point of beginning.

**LESS AND EXCEPT** that portion conveyed to G. Bruce Jennings and Gaile R. Jennings in that certain Warranty Deed from Robert W. Kinard to G. Bruce Jennings and Gaile R. Jennings dated August 28, 1998, recorded in Deed Book 3023 Page 336, Whitfield County, Georgia Land Records.

**Tract 8:**

All that tract or parcel of land lying and being in Land Lot 238 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being a part of old City Lot 53 as per a plat prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated March 14, 1996 and being more particularly described as follows:

**BEGINNING** at an iron pin located on the east right of way of Spring Street (50 foot right of way) which point is located 250 feet south along the east right of way of Spring Street from its intersection with the south right of way of Emory Street; thence north 88 degrees 29 minutes east 74.23 feet to a point located

in the center line of a ditch; thence along the center line of said ditch south 01 degrees 09 minutes west 100.11 feet to a point; thence south 88 degrees 29 minutes west 69.58 feet to an iron pin located on the east right of way of Spring Street; thence along said right of way north 00 degrees 31 minutes west 100 feet to the POINT OF BEGINNING.

Tract 9:

As to an undivided 25% interest in:

All that tract or parcel of land, being a part of Land Lot Nos. 119 and 120 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section, Whitfield County, Georgia, being designated as a 17.80 acre tract on a plat of survey prepared for Josephine Glaze Keister by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168 dated June 1, 1987, and recorded in Plat Cabinet C Slide 384, Whitfield County, Georgia Land Records, reference to which is hereby made for a more particular and detailed description thereof, together with improvements thereon, and being described as follows:

BEGINNING at an iron pin located in the intersection of the west right of way line of Crow Valley Road (80' R/W) and the south land lot line of Land Lot No. 120; thence running north 87 degrees 21 minutes west along the south land lot line of Land Lot No. 120 a distance of 284.66 feet to an iron pin located in said south land lot line; thence running north 87 degrees 27 minutes west along said south land lot line a distance of 501.51 feet to an iron pin located at the southwest corner of Land Lot No. 120 (which is also the southeast corner of Land Lot No. 119); thence running north 88 degrees 45 minutes west along the south land lot line of Land Lot No. 119 a distance of 459.86 feet to a point located in the intersection of the south land lot line of Land Lot No. 119 and the southeast right of way line of a road (80' R/W); thence running north 56 degrees 13 minutes east along said right of way line a distance of 142.55 feet to a point located in said right of way line; thence running north 06 degrees 00 minutes east along said right of way line a distance of 97.56 feet to a point located in said right of way line; thence running north 27 degrees 13 minutes east along said right of way line a distance of 77.08 feet to a point located in said right of way line; thence running north 41 degrees 15 minutes east along said right of way line a distance of 65.58 feet to a point located in said right of way line; thence running north 31 degrees 30 minutes east along said right of way line a distance of 86.45 feet to a point located in said right of way line; thence running north 77 degrees 00 minutes east along said right of way line a distance of 122.89 feet to a point located in said right of way line; thence running north 63 degrees 42 minutes east along said right of way line a distance of 160.01 feet to a point located in said right of way line; thence running north 48 degrees 29 minutes east along said right of way line a distance of 207.22 feet to a point located in said right of way line; thence running north 43 degrees 07 minutes east along said right of way line a distance of 254.05 feet to a point located in said right of way line; thence running north 36 degrees 53 minutes east along said right of way line a distance of 107.31 feet to a point located in said right of way line; thence running north 47 degrees 55 minutes east along said right of way line a distance of 138.04 feet to a point located in said right of way line; thence running south 61 degrees 55 minutes east along the southwest right of way line of said road a distance of 115.89 feet to a point located in said right of way line; thence running south 46 degrees 09 minutes east along the southwest right of way line of said road a distance of 367.92 feet to a point located in the intersection of the southwest right of way line of said road and the west right of way line of Crow Valley Road; thence running south 14 degrees 31 minutes west along the west right of way line of Crow Valley Road a distance of 95.65 feet to a point located in said right of way line; thence running south 14 degrees 05 minutes west along said right of way line a distance of 413.48 feet to a point located in said right of way line; thence running south 08 degrees 28 minutes west along said right of way line a distance of 97.56 feet to a point located in said right of way line; thence running south 02 degrees 53 minutes east along said right of way line a distance of 114.04 feet to an iron pin located at the intersection of said right of way line and the south land lot line of Land Lot No. 120, which is the point of beginning.

Tract 10:

As to an undivided 25% interest in:

All that tract or parcel of land, being a part of Land Lot Nos. 119 and 120 in the 12<sup>th</sup> District, 3<sup>rd</sup> Section, Whitfield County, Georgia, being designated as a 43.74 acre tract on a plat of survey prepared for Josephine Glaze Keister by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated June 1, 1987, recorded in Plat Cabinet C Slide 384, Whitfield County, Georgia Land Records, reference to which is hereby made for a more particular and detailed description thereof, together with improvements thereon, and being described as follows:

BEGINNING at a point located in the intersection of the west right of way line of Crow Valley Road (80' R/W) and the northeast right of way line of a road (80' R/W) (said point being located by commencing at an iron pin located in the intersection of the west right of way line of Crow Valley Road and the south land lot line of Land Lot No. 120; thence running north 02 degrees 53 minutes west along the west right of way line of Crow Valley Road a distance of 114.04 feet to a point located in said right of way line; thence running north 08 degrees 28 minutes east along said right of way line a distance of 97.56 feet to a point located in said right of way line; thence running north 14 degrees 05 minutes east along said right of way line a distance of 413.48 feet to a point located in said right of way line; thence running north 14 degrees 31 minutes east along said right of way line a distance of 95.65 feet to a point located in said right of way line; thence running north 14 degrees 31 minutes east along said right of way line a distance of 91.34 feet to a point located in the intersection of said right of way line and the northeast right of way line of a road, which is the point of beginning for the tract herein conveyed); thence running north 14 degrees 31 minutes east along the west right of way line of Crow Valley Road a distance of 6.12 feet to a point located in said right of way line; thence running north 15 degrees 46 minutes east along said right of way line a distance of 575.3 feet to an iron pin located in said right of way line; thence running north 89 degrees 27 minutes west a distance of 2309.57 feet to an iron pin; thence running south 00 degrees 32 minutes west a distance of 1318.46 feet to an iron pin located in the south land lot line of Land Lot No. 119; thence running south 89 degrees 26 minutes east along said south land lot line a distance of 476.46 feet to an iron pin located in said land lot line; thence running south 88 degrees 45 minutes east along said land lot line a distance of 179.9 feet to a point located in the intersection of said south land lot line and the northwest right of way line of a road (80' R/W); thence running north 56 degrees 13 minutes east along said right of way line a distance of 175.84 feet to a point located in said right of way line; thence running north 06 degrees 00 minutes east along said right of way line a distance of 100.01 feet to a point located in said right of way line; thence running north 27 degrees 13 minutes east along said right of way line a distance of 104.12 feet to a point located in said right of way line; thence running north 41 degrees 15 minutes east along said right of way line a distance of 66.08 feet to a point located in said right of way line; thence running north 31 degrees 30 minutes east along said right of way line a distance of 113.55 feet to a point located in said right of way line; thence running north 77 degrees 00 minutes east along said right of way line a distance of 147.11 feet to a point located in said right of way line; thence running north 63 degrees 42 minutes east along said right of way line a distance of 139.99 feet to a point located in said right of way line; thence running north 48 degrees 29 minutes east along said right of way line a distance of 192.78 feet to a point located in said right of way line; thence running north 43 degrees 07 minutes east along said right of way line a distance of 245.95 feet to a point located in said right of way line; thence running north 36 degrees 53 minutes east along said right of way line a distance of 110.69 feet to a point located in said right of way line; thence running north 47 degrees 55 minutes east along said right of way line a distance of 181.77 feet to a point located in said right of way line; thence running north 47 degrees 55 minutes east along said right of way line a distance of 20.19 feet to a point located in said right of way line; thence running south 61 degrees 55 minutes east along the northeast right of way line of said road a distance of 184.11 feet to a point located in said right of way line; thence running south 46 degrees 09 minutes east along said right of way line a distance of 332.98 feet to a point located in the

intersection of the northeast right of way line of said road and the west right of way line of Crow Valley Road, which is the point of beginning.

ALSO CONVEYED is that certain non-exclusive easement for ingress and egress along and across that strip of land, 80 feet in width, designated as a 3.63 acre tract on that certain plat of survey prepared for Josephine Glaze Keister, by Joseph R. Evans, dated June 1, 1987, recorded in Plat Cabinet C Page 384, Whitfield County, Georgia Land Records, reference to which is hereby made for a more particular and detailed description thereon, all as reserved by Mrs. Zilla (Mrs. W. B.) Glaze in that certain Warranty Deed to W. L. Roberts, Jr. & Associates, Inc., dated November 4, 1979, recorded in Deed Book 264 Pages 234-235, Whitfield County, Georgia Land Records, and the legal description of which was corrected by that Corrective Agreement, dated March 31, 1988, and recorded in Deed Book 1084 Page 245 and 246, Whitfield County, Georgia Land Records.

Tract 11:

All that tract or parcel of land lying and being in Land Lot 258 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, as per a plat prepared by Norman B. DeLoach, Georgia Registered Land Surveyor No. 1342, dated October 29, 1996, and being more particularly described as follows:

BEGINNING at an iron pin on the east right of way of Stoneleigh Road (50 foot right of way), which is located 88.0 feet south along the east right of way of Stoneleigh Road from its intersection with the south right of way of Walnut Avenue; thence continuing south along the east right of way of Stoneleigh Road 100.0 feet to an iron pin and the TRUE POINT OF BEGINNING; thence south 78 degrees 15 minutes 26 seconds east 166.21 feet to an iron pin; thence south 15 degrees 35 minutes 19 seconds west 61.14 feet to an iron pin; thence north 82 degrees 22 minutes 20 seconds west 146.40 feet to an iron pin on the east right of way of Stoneleigh Road; thence along said right of way, north 00 degrees 56 minutes 22 seconds west 73.29 feet to the TRUE POINT OF BEGINNING.



## 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 mills per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assessed value is 100% or  $\$100,000 \times 2.537$  mills, your Dalton City tax would be \$253.7 per year.

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

*Robert W. Knard*

---

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

*Robert W. Knard*

SIGNED

*5-23-18*

DATE

**EXHIBIT "A"**

**Tract No. 1:**

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Lots Nos. 23 and 24 of Oak Crest Subdivision as shown on plat of said subdivision recorded in Plat Book 4 Page 76 (Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

**Tract No. 2:**

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a point on the east line of said Land Lot No. 298, said point being located 1085 feet south of the northeast corner of said land lot; thence running south, along the east line of said land lot, a distance of 210 feet; thence west 420 feet to an iron stake; thence north 210 feet to an iron stake; thence east 420 feet to the point of beginning.

LESS and EXCEPT: That portion of hereinabove described property conveyed to Whitfield County, for a 60-foot right of way for Store Road, between Dug Gap Road and 41 Highway South, recorded August 6, 1968 in Deed Book 232 Page 231, Whitfield County, Georgia Land Records.

Wetumpka County Tax Parcel Information

**Owner and Parcel Information**

Parcel Number 12-298-02-000  
 Realkey 27232  
 Property Record Card [Click Here](#)  
 Property Record Card [Click Here](#)  
 GIS Map [Map](#)  
 Owner Name KINARD DEVELOPMENT INC  
 Owner Address 704 S THORNTON AVE  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30720  
 Latitude  
 Longitude

**Property Information**

Class Residential  
 Strata Small Tract  
 Tax District ~~City of Dalton~~ County  
 Neighborhood  
 Legal Description 15.18A LL298 12 & OAK CREST L11-22  
 Total Acres 15.18  
 Zoning See GIS Map  
 GMD\Map Number 059  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0004  
 Subdivision Block  
 Subdivision Lot

\* Lot 11 to be added to request

Comments: 7.02A TO N.P.S 12-298-15-060 THRU 12-298-15-075- 2006 12-298-01-021 1.74A COMBINED HERE 2011 12-298-01-043 .70A COMBINED HERE 2011 12-298-01-045 .35A COMBINED HERE 2011 12-298-01-046 .69A COMBINED HERE 2011 12-298-07-000 1.67A COMBINED HERE 2011 12-298-01-034 .78A \* COMBINED HERE 2011 30-DAY MAILED 10-11-2011 - NO APPEAL

**Appeals Information**

This parcel does not have any appeals

**Parcel Address**

Parcel House Number 0  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name SAINT IVES  
 Parcel Street Units  
 Parcel Street Type PL

**Current Fair Market Value Information**

Previous 81288  
 Current 81288  
 Land 81288

Residential Improvement  
 Commercial Improvement  
 Accessory Improvement  
 Conservation Use Value

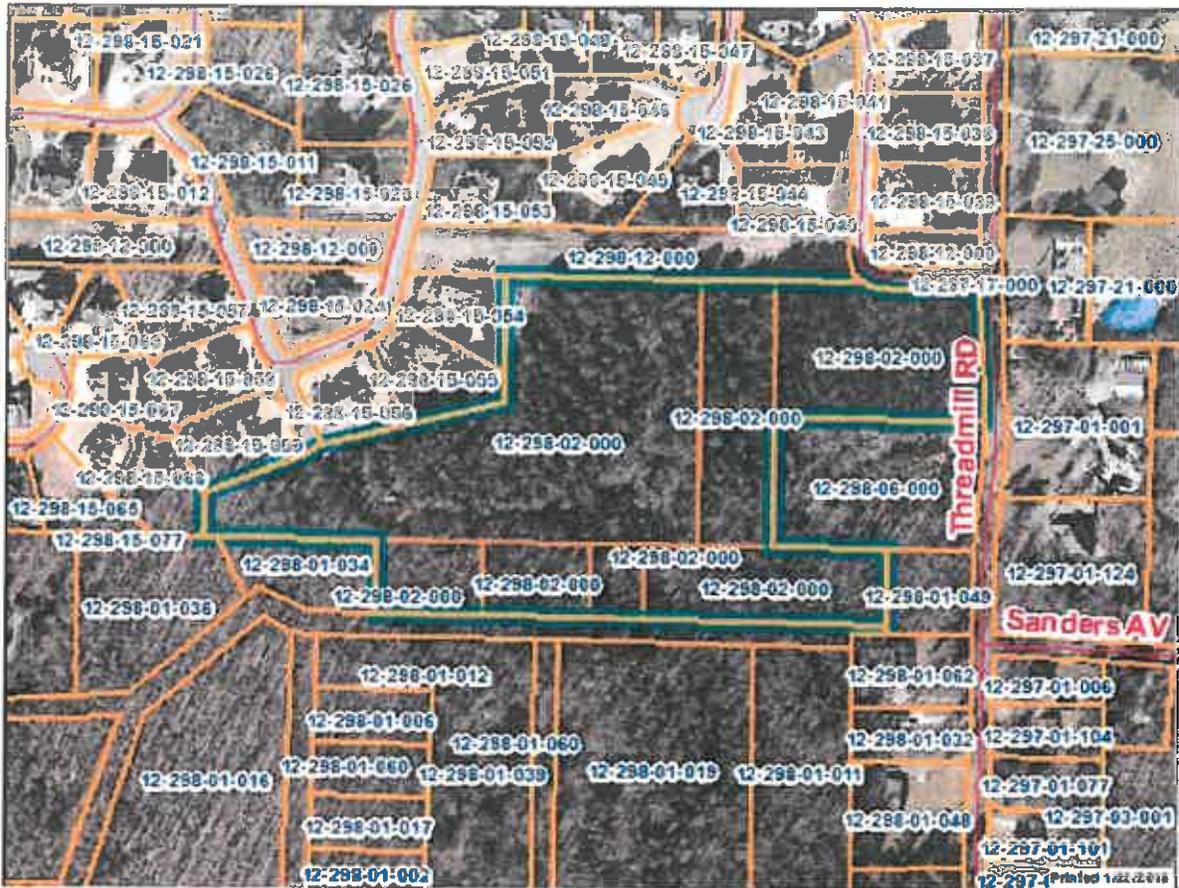
**Historical Fair Market Value Information**

2015 114175  
 2014 114175  
 2013 114175

**Exemption Information**

Homestead \$0  
 Preferential Year  
 Conservation Use Year  
 Historical Year  
 Historical Val 0  
 EZ year  
 EZ Val 0

GIS Quickmap



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

### Tax Commissioner Information

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

Tax Bill Recipient	KINARD DEVELOPMENT INC	Legal Description	15.18A LL298 12 & OAK CREST L11-22
Year	2016	Sale Date	
Parcel Number	12-298-02-000	Taxes Due	1181.15
Bill	219884	Taxes Due Date	12/20/2016
Exemption Type		Taxes Paid	1181.15
Account No.	7898	Taxes Paid Date	12/1/2016 3:02:05 PM
Millage Rate	20.267	Current Due	0
Fair Market Value	81288	Back Taxes	0
Assessed Value	32515	Total Due	0
Prior Years Tax Data			

### Commercial Structure Information

This parcel does not have any commercial structures to display

### Residential Structure Information

This parcel does not have any residential structures to display

### Accessory Information

This parcel does not have any accessories to display

### Sales Information

Parcel Details

Grantee	KINARD DEVELOPMENT INC	Class	Residential
Grantor	OLE FOLKS PARTNERS	Strata	Small Tract
Sale Price	1149400	Reason	
Sale Date	2003-07-31	State	N
Deed Book/Page	4018 280	PT-61	155-PT-61-04-000000
Deed Link	<a href="#">Click Here</a>	Comments	INCL. 12-298-07-000, 12-298-01-021, 034, 043, 045,

Grantee	KINARD DEVELOPMENT INC	Class	Residential
Grantor	RYMAN FARMS INC	Strata	Small Tract
Sale Price	0	Reason	
Sale Date	2003-07-31	State	N
Deed Book/Page	4018 287	PT-61	155-PT-61-04-0-000000
Deed Link	<a href="#">Click Here</a>	Comments	INCL. 12-298-07-000, 12-298-01-021, 034, 043, 045,

Grantee	OLE FOLKS PARTNERS	Class	Residential
Grantor		Strata	Small Tract
Sale Price	0	Reason	Value Change
Sale Date	1993-03-01	State	N
Deed Book/Page	2385 036	PT-61	
Deed Link	<a href="#">Click Here</a>	Comments	

Whitfield County Tax Parcel Information

**Owner and Parcel Information**

Parcel Number 12-298-06-000  
 Realkey 27236  
 GIS Map Map  
 Owner Name KINARD ROBERT W  
 Owner Address 704 S THORNTON AVE  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30720  
 Latitude  
 Longitude

**Parcel Address**

Parcel House Number 0  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name THREADMILL  
 Parcel Street Units  
 Parcel Street Type RD

**Current Fair Market Value Information**

Previous 29141  
 Current 29141  
 Land 29141  
 Residential Improvement  
 Commercial Improvement  
 Accessory Improvement  
 Conservation Use Value

**Property Information**

Class Residential  
 Strata Small Tract  
 Tax District County  
 Neighborhood  
 Legal Description 2.02A THREAD MILL RD  
 Total Acres 2.02  
 Zoning See GIS Map  
 GMD\Map Number 059  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0004  
 Subdivision Block  
 Subdivision Lot  
 Comments:

**Historical Fair Market Value Information**

2015 17431  
 2014 17431  
 2013 17431

**Exemption Information**

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

**Appeals Information**

Appeal Year 2003  
 Appeal Status Resolved



Parcel Details



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	KINARD ROBERT W	Legal Description	2.02A THREAD MILL RD
Year	2017	Sale Date	
Parcel Number	12-298-06-000	Taxes Due	367.43
Bill	219963	Taxes Due Date	12/20/2017
Exemption Type		Taxes Paid	367.43
Account No.	5593	Taxes Paid Date	12/19/2017 1:36:55 PM
Millage Rate	0	Current Due	0
Fair Market Value	29141	Back Taxes	0
Assessed Value	11656	Total Due	0
Prior Years Tax Data	Tax		



# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number **12-298-01-049**  
 Realkey 27221  
 GIS Map Map  
 Owner Name AKC HOLDINGS LLLP  
 Owner Address 704 S THORNTON AVENUE  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30720  
 Latitude  
 Longitude

## Parcel Address

Parcel House Number 0  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name THREADMILL  
 Parcel Street Units  
 Parcel Street Type RD

## Current Fair Market Value Information

Previous 6143  
 Current 6143  
 Land 6143  
 Residential Improvement  
 Commercial Improvement  
 Accessory Improvement  
 Conservation Use Value

## Property Information

Class Residential  
 Strata Lot  
 Tax District County  
 Neighborhood  
 Legal Description L23&24 OAK CREST 25ft. Strip  
 Total Acres 0  
 Zoning See GIS Map  
 GMD\Map Number 059  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0004  
 Subdivision Block  
 Subdivision Lot  
 Comments:

## Historical Fair Market Value Information

2015 6143  
 2014 6143  
 2013 6143

## Appeals Information

Appeal Year 2003  
 Appeal Status Resolved

## Exemption Information

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

GIS Quickmap

65

α

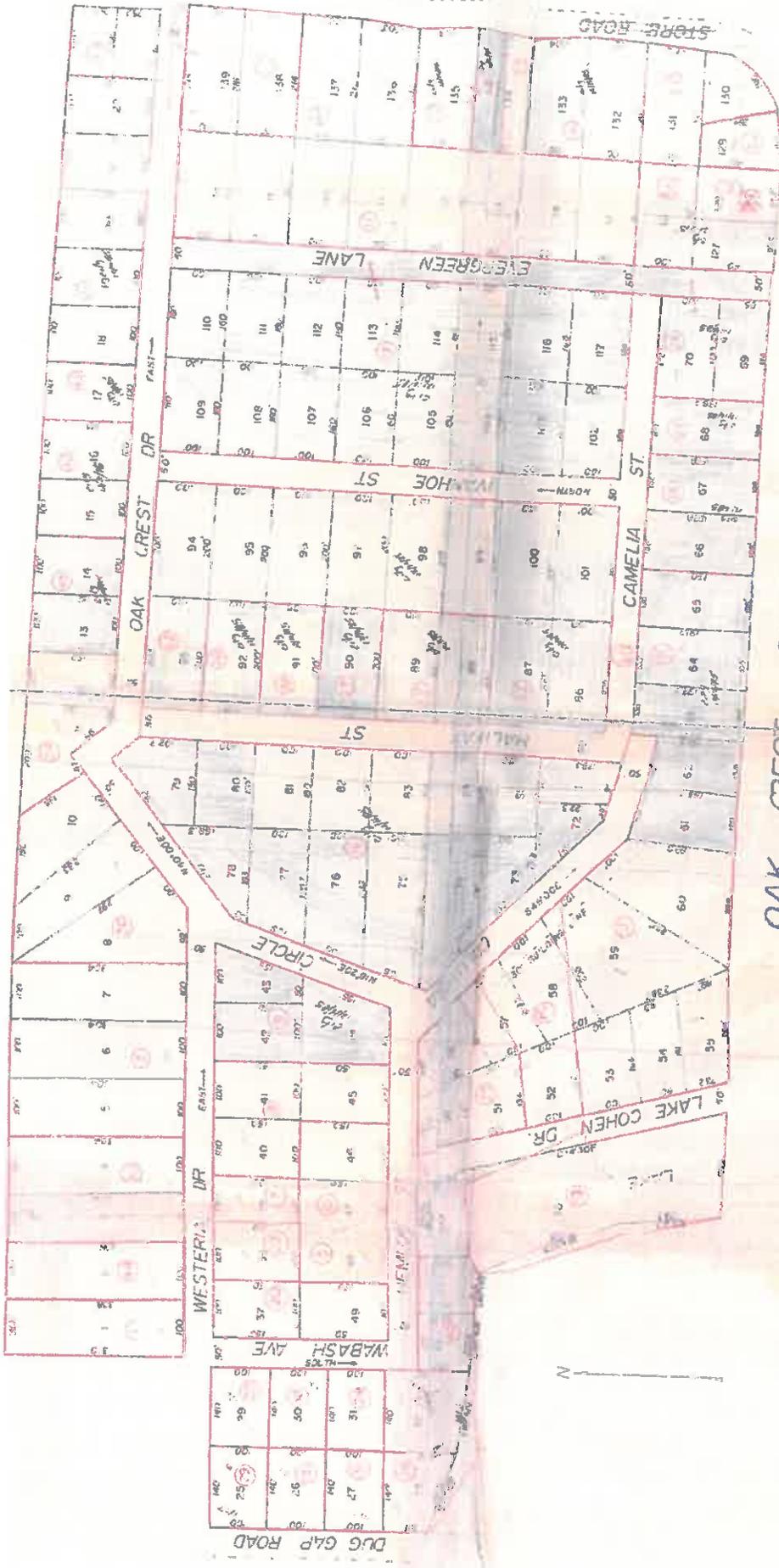


For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

### Tax Commissioner Information

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

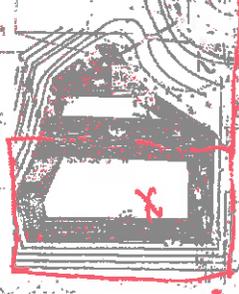
Tax Bill Recipient	AKC HOLDINGS LLLP	Legal Description	L238&24 OAK CREST 25ft. Strip
Year	2017	Sale Date	
Parcel Number	12-298-01-049	Taxes Due	77.45
Bill	200505	Taxes Due Date	12/20/2017
Exemption Type		Taxes Paid	77.45
Account No.	7068426	Taxes Paid Date	12/19/2017 1:36:55 PM
Millage Rate	0	Current Due	0
Fair Market Value	6143	Back Taxes	0
Assessed Value	2457	Total Due	0
Prior Years Tax Data	Tax		



**OAK CREST SUBDIVISION**  
 LAND LOT 28, 12<sup>th</sup> ST, 3rd SECTION  
 WHITEFIELD COUNTY, GEORGIA  
 SCALE 1" = 100' 41  
 EM SMITH, RE: # 92  
 REDRAWN 5/3/30  
 TULLER



TO Be ANNEX



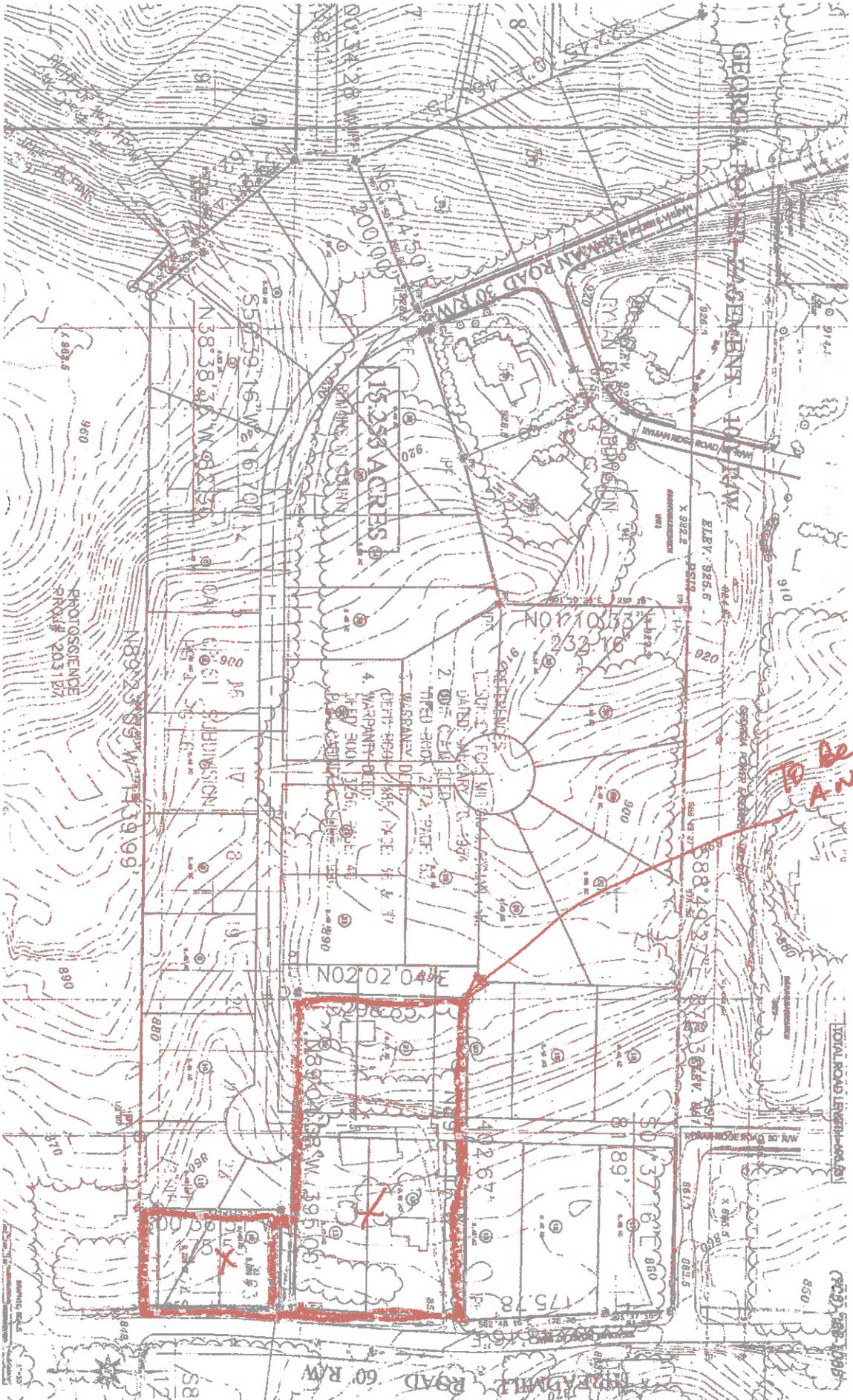
X

X

X 223

X 224

X 225



TO Be ANNEX

TOTAL ROAD LENGTH=666.60'

(7/2) 200-1988

PROSSENGE ROAD 2031 BVA

REDFIELD ROAD 60' RW

GEORGE ROBERT ZASEMONT 10' RW

BRANDENBURG ROAD 30' RW

BRANDENBURG ROAD 30' RW

PROSSENGE ROAD 2031 BVA

960

890

870

860

850

840

830

820

810

800

790

780

770

760

750

740

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720

710

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-10

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-1110

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-1180

## 4-1. - Establishment of districts.

For purposes of this ordinance, Whitfield County is hereby divided into the following zoning districts:

- 4-1-1 *General agriculture (GA)*. This district is established to protect and to preserve agricultural and forest resources and associated rural characteristics by allowing only low density residential uses, farming, animal husbandry, forestry, saw milling, and other similar uses upon lots or parcels not less than five acres. No more than two single-family detached dwelling units per lot or parcel shall be allowed in this district.
- 4-1-2 *Suburban agriculture (SA)*. This district is established as a transitional district for low density residential uses in conjunction with typical agricultural pursuits primarily for the residents living there, including, but not limited to the growing of food, flowers, the raising of chickens, and the tending of horses and cattle for personal pleasure. Lots and parcels in this district shall be not less than three acres. Only one single family dwelling unit per lot shall be allowed in this district.
- 4-1-3 *Estate residential (R-1)*. This district is established to preserve open space in both urban and rural environments and typically rural environments by encouraging larger than average lot formats of at least one acre or more for low density single family detached dwellings in excess of 1,500 square feet 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 single family dwelling unit per lot shall be allowed in this district.
- 4-1-4 *Low density single family residential (R-2)*. This district is established to protect single family detached dwellings, including typical residential subdivisions, on lots of not less than 27,500 square feet if served by on-site sewage management systems and not less than 15,000 square feet if served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain in excess of 1,200 square feet of heated floor area upon a permanent foundation and shall have the electrical meter base serving such dwelling attached directly to such dwelling. There shall be no manufactured or mobile homes within this district. In order to maintain the traditional residential character of such districts, if served by on-site sewage management system, the lots in this district shall conform at least with the minimum standards for lot sizes as promulgated by the health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. Only one dwelling unit per lot shall be allowed in this district.
- 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.
- 4-1-6 *Zero lot line residential (R-4)*. This district is established for single family detached dwellings, configured upon "zero lot lines," which may be located upon lots at a density of up to ten dwellings per acre, exclusive of right-of-ways or other restrictive easements. Any such lots must be served by public sewer or an approved central on-site sewage management system. Such districts encourage the creation of compatible open spaces for enjoyment by several surrounding dwellings. There shall be no manufactured or mobile homes within this district. In order to maintain the traditional residential character of such districts, only one dwelling unit per lot shall be allowed in this district.
- 4-1-7 *Rural residential (R-5)*. This district is established to protect single family detached dwellings, including typical residential subdivision development of all varieties of housing stock, and duplexes. Manufactured housing in this district shall remove all wheels and the tongue (or hitch), so as to maintain the site-built residential character of the district. The lots in this zoning district that are served by on-site sewage management systems shall conform at least with the minimum standards for lot sizes as promulgated by the Health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. The lots in this zoning district that are served by public sewer or an approved central on-site sewage management system shall be not less than 7,500 square feet for a single family dwelling and not less than 10,000 square feet for a duplex. Only one principal structure, containing two dwelling units or less, per lot shall be allowed in this district.
- 4-1-8 *Transitional residential (R-6)*. This district is established as a transition residential district of either medium or high density, which may accommodate dwellings such as single family detached dwellings, individual manufactured homes, duplexes, triplexes, or fourplexes only. No more than one principal structure per lot, containing not more than one four unit building shall be allowed in this district.
- 4-1-9 *High density residential (R-7)*. This district is established as a high density residential district allowing as many as 20 dwelling units per acre. Multiple structures per lot shall be permitted in this district. Because of the increased density allowed in this district, any such lots must be served by public sewer or an approved central on-site sewage management system.
- 4-1-10 *Planned unit development (PUD)*. This district is established to permit greater flexibility and more imaginative design for the development of compatible, multi-use residential and neighborhood commercial land uses on a scale larger than not less than 15 acres. The PUD district is intended to promote an orderly and harmonious variety of housing options, along with higher levels of amenities and preservation of open space. To be considered for the PUD district, a full and complete application for rezoning shall include a preliminary site plan. Establishing a PUD district requires the implementation and adherence to the approved site plan as required by: 1) these regulations; 2) any other applicable regulations; or 3) any conditions resulting from the review process. Once submitted, if there are any material alterations to the site plan, the altered site plan shall be resubmitted.
- 4-1-11 *Limited commercial (C-1A)*. This transitional district is established to provide for specific limited commercial uses, including professional service establishments, often conducted within structures converted from residential uses.
- 4-1-12 *Neighborhood commercial (C-1)*. This district is established to provide for limited retail activities and personal or professional services designed to serve the convenience needs of nearby neighborhoods. The size of the buildings and parking allowed in this district are limited to create minimal negative impact upon nearby neighborhoods. This district allows uses which will result in a minimum of traffic from outside the surrounding neighborhoods.
- 4-1-13 *Mixed use (MU)*. This transition district is established to provide for appropriate mixed use opportunities on parcels smaller than those required for the PUD district. Typically, such uses would include apartment or condominium style multi-family housing situated above compatible commercial uses at ground level that are intended to serve such residents and the general public. However, the use(s) may also be entirely commercial or light manufacturing, creating more flexibility with respect to access, setbacks, etc., as shown on an approved site plan. To be considered for the MU district, a full and complete application for rezoning shall include a preliminary site plan. Establishing a MU district requires the implementation and adherence to the approved site plan as required by: 1) these regulations; 2) any other applicable regulations; or 3) any conditions resulting from the review process. Once submitted, if there are any material alterations to the site plan, the altered site plan shall be resubmitted.
- 4-1-14 *General commercial (C-2)*. This district is established to provide for and to encourage appropriate development along collector and arterial thoroughfares, which includes the broadest mix of commercial retail and service uses with associated storage capabilities, and other commercial activities which will both accommodate the needs of residents and those of the traveling public. Shopping centers and large retail stores would be common, along with a host of supporting commercial uses.
- 4-1-15 *Central business district (C-3)*. The central business district is the historic center of town, city, or community for commercial retail and service uses, financial institutions, office, and government uses, with limited residential uses. This district would typically be characterized by shared parking and loading, and by buildings occupying most, if not all, of the lot or parcel on which it is located. The central business district defines the core activity center around which the community has historically developed.
- 4-1-16 *Transitional commercial (C-4)*. This district is considered an expansion and transitional area out from the central business district, allowing uses similar to those allowed in the central business district, but with conventional lot designs, requiring off street parking and loading, and typical setbacks. This district is envisioned to accommodate lower traffic, lower visibility commercial operations that are nonetheless near the central business district.
- 4-1-17 *Light manufacturing (M-1)*. This district is established to act as a transition between heavy industrial uses and other commercial or residential uses by providing for industrial activities which are more limited in scope, size, or negative impacts upon surrounding properties. Permitted uses in this district will create a minimum of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat.
- 4-1-18 *Heavy Manufacturing (M-2)*. This district is established to provide suitable areas for general industrial, carpet manufacturing, distribution, or warehousing activities and/or other intensive activities of industrial nature which may generate external traffic and may include moderate amounts of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat.

Exhibit B

DENNIS MOCK  
MAYOR

BERNADETTE CHATTAM, CMC  
CITY CLERK



DENISE WOOD  
ANNALEE HARLAN  
TYREE GOODLETT  
GARY D. CREWS

Council Members

**AMENDMENT**

May 31, 2018

TO: Todd Pangle, Fire Department  
Cliff Cason, Police Department  
Jim Bisson, The Minor Firm  
Benny Dunn, Public Works Department  
Tom Bundros, Dalton Utilities  
Ethan Calhoun, NWGRC  
Whitfield County Tax Commissioner  
Whitfield County Board of Commissioners  
Whitfield County Board of Tax Assessor

FROM: Dennis Mock  
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: AKC Holding / Robert W. Kinard

STREET ADDRESS: Thread Mill Rd.

AMOUNT OF ACREAGE: Approximately 3+ Acres

PARCEL NUMBER(S): 12-298-06-000, 12-298-01-049,  
**Lot 11 12-298-01-034**

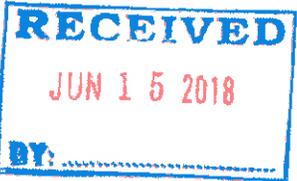
PLAT ATTACHED: YES X NO \_\_\_\_\_

ZONING CLASSIFICATION: R-2



# Whitfield County

Board of Commissioners



Board Members  
R. Lynette Laughter, Chairman  
Harold Brooker  
Barry W. Robbins  
Roger Crossen  
Greg Jones

June 12, 2018

Honorable Dennis Mock  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel Nos. 12-298-06-000, 12-298-01-049 & 12-298-01-034

Dear Mayor Mock:

At the June 11, 2018, Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted unanimously to have no land use classification objection to the annexation of Tax Parcel Nos. 12-298-06-000, 12-298-01-049 & 12-298-01-034.

Regards,

A handwritten signature in blue ink, appearing to read "M.G.". The signature is stylized and cursive.

Mark Gibson,  
County Administrator

C: Ethan Calhoun, Northwest Georgia Regional Commission  
Jess Hansen, GIS Coordinator  
Claude Craig, Emergency Services Director  
File



May 29, 2018

Mr. Dennis Mock  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for Thread Mill Road (12-298-06-000 & 12-298-01-049)**

Dear Mayor Mock:

As requested in your May 25, 2018, memorandum, Dalton Utilities has reviewed the annexation request for AKC Holding/Robert W. Kinard for 2.02 Acres +/- located at Thread Mill Road, Land Lot 298, 12<sup>th</sup> District & 3<sup>rd</sup> Section of Whitfield County, Georgia. These properties are further described as parcel number 12-298-06-000 & 12-298-01-049 by the Whitfield County Tax Assessors Office.

Dalton Utilities does not currently have any infrastructure or easements on the property. For informational purposes, Dalton Utilities has evaluated the capacity of our utility infrastructure to serve the property. Dalton Utilities can provide the following:

1. Potable water – Is available to this property.
2. Sanitary Sewer- Is not currently available to this property, but could be extended to serve this property.
3. Natural Gas- Is not currently available to this property, but could be extended to serve this property.
4. Electric- DU and NGEMC both have nearby infrastructure which could serve this property, a close examination of electric territorial maps must occur before a final determination of which electric provider can serve this development.
5. Optilink- Service is not currently served to this property, but could be extended to site.

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,

  
Mark Buckner, P.E.

**Jason Parker**  
Chief of Police  
[jparker@cityofdaltonga.gov](mailto:jparker@cityofdaltonga.gov)  
[www.daltonpdblog.org](http://www.daltonpdblog.org)  
[www.cityofdaltonga.gov/police](http://www.cityofdaltonga.gov/police)



Public Safety Commission  
Terry Mathis  
Keith Whitworth  
Bill Weaver  
Kenneth E. Willis  
Carlos Calderin

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

Date: May 29, 2018  
To: Chief Cliff Cason  
From: Lieutenant Jamie Johnson  
RE: Thread Mill Rd. Parcel number(s) 12-298-06-000, 12-298-01-049

Chief Cason:

I have reviewed the annexation request for parcel numbers 12-298-06-000 and 12-298-01-049.  
The annexation of this property will have little or no impact on law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Johnson". The signature is written in a cursive, flowing style.

Lieutenant Jamie Johnson  
Patrol Operations

**Jason Parker**  
**Chief of Police**  
[jparker@cityofdalton-ga.gov](mailto:jparker@cityofdalton-ga.gov)  
[www.daltonpdblog.org](http://www.daltonpdblog.org)  
[www.cityofdalton-ga.gov/police](http://www.cityofdalton-ga.gov/police)



Public Safety Commission

**Terry Mathis**  
**Keith Whitworth**  
**Bill Weaver**  
**Kenneth E. Willis**  
**Carlos Calderin**

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

**Date: May 31, 2018**  
**To: Chief Cliff Cason**  
**From: Lieutenant Jamie Johnson**  
**RE: Thread Mill Rd. Parcel number(s) 12-298-01-34**

**Chief Cason:**

**I have reviewed the annexation request for parcel numbers parcel 12-298-01-034**  
**The annexation of this property will have little or no impact on law enforcement services in this area.**

**Sincerely,**

  
**Lieutenant Jamie Johnson**  
**Patrol Operations**

---

**To provide the Community of Dalton a Safe Environment With Professional Quality Police  
Services Through Positive Interactions With Its Citizens**

**DALTON FIRE DEPARTMENT**

404 School Street  
Dalton, GA 30720

**TODD PANGLE**  
FIRE CHIEF  
TELEPHONE 706-278-7383  
FAX 706-272-7107  
tpangle@cityofdalton-ga.gov



**PUBLIC SAFETY COMMISSION**  
BILL WEAVER  
KEITH WHITWORTH  
TERRY MATHIS  
KENNETH E WILLIS  
CARLOS CALDERIN

June 1, 2018

Mr. Jason Parker  
City Administrator  
City of Dalton  
Dalton, GA 30720

Re: Annexation proposal for parcel #12-298-01-034

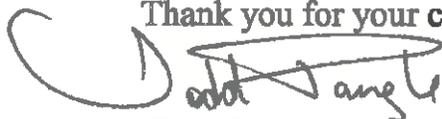
Greetings,

At the present time there is no indication the proposed annexation of above listed property would render a reduction in the level of fire protection to this area by the Dalton Fire Department. The property is undeveloped and therefore the specific needs of this property would be identified at such time as proposed development is tendered.

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

The Dalton Fire Department would not oppose annexation with the contingency for expansion of fire protection relative to development of the property.

Thank you for your consideration,



Todd Pangle  
Fire Chief  
Dalton Fire Department

**DALTON PUBLIC WORKS DEPT.**  
Benny Dunn, Director

P.O. Box 1205  
Dalton, GA 30722-1205  
Ph: 706-278-7077  
Fax: 706-278-1847  
bdunn@cityofdalton-ga.gov



**MAYOR**  
DENNIS MOCK

**CITY COUNCIL**  
DENISE A. WOOD  
ANNALEE HARLAN  
TYREE GOODLETT  
GARY CREWS

## MEMORANDUM

**TO:** Dennis Mock, Mayor  
Attn: Bernadette Chattam, City Clerk

**FROM:** Benny J. Dunn  
Public Works Director

**RE:** ANNEXATION REQUEST  
Name: AKC Holding/Robert W. Kinard  
Street Address: Threadmill Road  
Amount of Acreage: Approx. 3+ Acres  
Parcel Number(s): 12-298-06-000; 12-298-01-049;  
12-298-01-034 (Lot 11)  
Zoning Classification: R-2

**DATE:** May 31, 2018

---

Please be advised that the Public Works Department has no objections to the annexation of the above referenced property.



**Mayor and Council Agenda Request**

Council Meeting Date: 07-16-18

Department: Dalton-Whitfield County Planning Commission

Subject: Rezoning Request of Kinard Development - AKC Holdings - The Ryman Farm

Cost: N/A Already in Current Year Budget? Yes  No

Provide Funding Source if Not in Budget: \_\_\_\_\_

Reviewed/Approved By City Attorney? Yes

**Please provide a summary of your request, including background to explain the request**

REQUEST OF ROBERT KINARD TO REZONE 17.66 OF UNDEVELOPED ACRES FROM ESTATE RESIDENTIAL (R-1) TO LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-2), PARCELS 12-298-02-000, ET. AL., THAT LIE AT THE TERMINUS OF MARTHA'S BRIDGE AND RYMAN RIDGE ROADS WITHIN THE EXISTING PHASES OF THE RYMAN FARM.

Requested By: Ethan Calhoun

**City Administrator Recommendation**

**City Clerk Notations**

Motion/Second	Approved	Date

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jason Parker  
Jim Bisson  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** March 1, 2018

**SUBJECT: The request of**

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on May 21, 2018 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Robert Kinard, the property owner and petitioner.

**Public Hearing Summary:**

Mr. Minor Recused himself from the hearing and exited the Commissioner's chambers

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-2 rezoning.

Robert Kinard, the land owner and petitioner, referred the Planning Commissioners to his surveyor Chris Lewis who stated that there are 34 total lots within the proposed development along with a one acre detention pond required for stormwater management. Mr. Kinard stated that the reason for the rezoning request was based on the change in minimum lot size in R-1 made during the adoption of the UZO in 2015. Mr. Kinard stated that the proposed lots of the new development would be similar in size to those already developed in Ryman Ridge. Chairman Lidderdale asked where the access road is to be proposed. Mr. Lewis stated that the new road is proposed to connect the two existing terminuses of Ryman Ridge Road. Chairman Lidderdale also asked if access to Wisteria Drive would be desired to which Mr. Lewis stated there were no plans to access Wisteria Drive.

Steve Williams, a resident of The Ryman Farm, did not oppose the rezoning but voiced concern that the petitioner may not have communicated necessary details regarding the Ryman Farm Homeowner's Association to prospective buyers.

Chris Bird, a resident of The Ryman Farm, opposed the rezoning based on his concern that several owners within The Ryman Farm own multiple tracts creating less density than there appears to be on the map, and that the proposed rezoning would permit a higher density than the existing development.

Charles Whittle, a resident of The Ryman Farm, was not opposed to the rezoning but voiced concern

regarding potential stormwater issues if the subject property is developed.

With no other comments heard for or against this public hearing closed 8:09p.m.

**Recommendation:**

Mr. Minor recused himself from the vote of this agenda item. and exited the Commissioner's chambers.

Chairman Lidderdale sought a motion on the requested R-2 rezoning. **Mr. Thomas then made a motion to recommend the R-2 rezoning based on his agreement with the content of the staff analysis. Mr. DeLay seconded the motion and a unanimous recommendation followed, 3-0.**

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

**ZONING CASE:** Robert Kinard is seeking a rezoning on parcels (12-298-02-000, Et. Al.) that lie at the terminus of Martha's Bride and Ryman Ridge Roads within the existing phases of The Ryman Farm. The parcel totals 17.66 acres and his request is to rezone from Estate Residential (R-1) to Low Density Single Family Residential (R-2). The parcel is presently undeveloped will need further subdivision and preparation for development to proceed. The subject property is covered in dense vegetative growth. The prompt for the rezoning request is due to an increased minimum lot size in (R-1) after the initial phase of the Ryman Farm subdivision had been completed and the petitioner would like to continue the subdivision with similar lot sizes to the adjacent phase one development. Staff recommended a rezoning petition rather than a variance request at the time of a plat approval since density variances are considered poor practice.

The surrounding land uses and zoning are as follows: 1) To the north, are six tracts of which five contain a single family detached dwelling and one contains an electrical R/W. All six northern tracts occupy the R-1 zone district; 2) To the east across Threadmill Road, are three tracts each containing a single family detached dwelling zoned R-2; 3) To the south are two adjacent tracts of which one tract appears to be a planned road R/W occupying the R-2 zone district; and 4) To the west, are two tracts each containing a single family detached dwelling occupying the R-1 and R-2 zone district.

The rezoning request is in the jurisdiction of the City of Dalton Mayor and Council.

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

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

When comparing the character of the R-1 and R-2 zone districts one will note that they are quite similar with the exception of a noticeably smaller minimum lot size permitted in R-2. The minimum lot size permitted in R-2 is 27,500 square feet with septic service and 15,000 sq. ft. on sewer. Compared to the one acre minimum lot size permitted in R-1 which equates to approximately half an acre in difference. With that being said the reason The Ryman Farm's phase one development was permitted because the R-1 zone's minimum lot size was less than an acre at the time it was approved. Since then the County's subdivision regulations have been amended and the lot density permitted in R-1 is less than before. This, of course, means that all of the recorded lots found within phase one of The Ryman Farm are now non-conforming lots within the R-1 zone they currently occupy. The proposed development, referred to as The Ryman Farm phase two, will be designed and platted to the same character as the existing development. When reviewing the surrounding zoning and land use one will see a very consistent land use pattern both in regards to zone districts and existing land uses.

**(B) Whether the proposed (R-2) amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

It's clear that the R-2 zone district is a consistent in the small area surrounding the subject property,

however, when considering the adjacency to the existing Ryman Farm subdivision the proposed density is not unlike what already exists in the vicinity of the subject property. The proposed development would likely complement the homes that already exist in the vicinity given the consistency with the low density single family residential nature of this area. The minimum lot size permitted in R-2 is a near perfect match with the average lot size of the tracts within The Ryman Farm. The only other difference in character between R-1 and R-2 is that dwellings may be constructed with 1,200sq.ft. of heated floor area in R-2 rather than the 1,500sq.ft. minimum in R-1. It is the staff's understanding that phase two of The Ryman Farm will consist of dwellings much like those in the existing phase.

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

The subject property is zoned Estate Residential and has been for some time now. Several years ago, as stated previously, the minimum lot size was much smaller for this district which explains the now non-conforming tracts within the existing Ryman Farm development adjacent to the subject property came to be. If required to sub divide phase two of this development to the one acre minimum lot size required in R-1 the new lots will be nearly double the size of the existing development. Given the subject property's proximity to public services such as major corridors, public school system, multiple fire stations, and sewer access the proposed rezoning would not permit an unsuitable development for the area.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing (R-2) zoning.**

The applicant is committed to single family residential construction similar to what already exists in this vicinity. The rezoning request is sought only because of the owner's interest in building phase two of the Ryman Farm subdivision which would mirror lot sizes and dwelling sizes seen in phase one. It is notable, however, to point out that large lot single family residential is also a consistent nearby land use it is fair to say that the subject property could be developed conforming to its current R-1 standards if the rezoning were to be denied.

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

No impact is expected. The vicinity likely has all available services - water, sewer, fire, electricity, and reasonable proximity to public schools. School buses are likely in the area already due to the existing homes in the vicinity.

**(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 (R-3) rezoning request allow uses which are compatible to the existing uses in the vicinity.**

The subject property is labeled with the Suburban Neighborhood character area. This area is representative of conventional patterns of post-World War II suburban residential subdivision development that have been the dominant pattern. In addition to conventional subdivisions, some multi-family uses are present in this character area. Neighborhoods tend to have larger lot sizes, high

to moderate degree of building separation, and are predominantly residential, including cul-de-sacs. Primary land uses in this character area should be single-family residential and parks.

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

The R-2 rezoning request, if approved, would simply enlarge the adjacent R-2 zone district and shrink the R-1 zone district.

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

These lots may have remained undeveloped through the years because of the recent economic recession that significantly reduced the demand for new residential development.

**CONCLUSION: The staff recommendation is that the requested R-2 zone can be supported:**

**1) R-2 allows uses that are similar to those residential uses existing on the northern border of the subject property noted as The Ryman Farm Phase One;**

**2) R-2 here satisfies the single family style development mentioned in the "Emerging Suburban" character area of the comprehensive plan and is therefore considered a consistent request; and**

**3) The staff does not feel there is any probability of economic burden for the tracts adjacent to the subject property within and adjacent to The Ryman Farm.**

**Kinard Rezoning Request**  
**R-1, Estate Residential/R-2, Low Density Single Family Residential**  
**to**  
**R-2, Low Density Single Family Residential**  
**City of Dalton Jurisdiction**



ZONING	
	Estate Residential (R-1)
	Low Density Single Family Residential (R-2)
	Rural Residential (R-5)
	High Density Residential (R-7)
	Neighborhood Commercial (C-1)

**Feet**  
**500**



**Kinard Rezoning Request**  
**R-1, Estate Residential/R-2, Low Density Single Family Residential**  
**to**  
**R-2, Low Density Single Family Residential**  
**City of Dalton Jurisdiction**



**Feet**  
**500**

A solid black horizontal bar representing a scale of 500 feet.

**Kinard Rezoning Request**  
**R-1, Estate Residential/R-2, Low Density Single Family Residential**  
**to**  
**R-2, Low Density Single Family Residential**  
**City of Dalton Jurisdiction**



**Feet**  
**500**



**Kinard Rezoning Request  
R-1, Estate Residential/R-2, Low Density Single Family Residential  
to  
R-2, Low Density Single Family Residential  
City of Dalton Jurisdiction**



**Feet  
500**





12-298-02-000  
12-298-06-000

12-298-01-034  
12-298-01-049

FOR OFFICE USE ONLY:  
DATE RECEIVED: 5/2/2018

ACTION BY THE GOVERNING AUTHORITY:  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPLICATION FOR AMENDMENT OF THE  
UNIFIED ZONING ORDINANCE/MAP

Dalton:   
Varnell: \_\_\_\_\_  
Whitfield Co: \_\_\_\_\_

Fee: \$200  
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: KINARD DEVELOPMENT Telephone: 706-260-0789

Mailing Address: 704 S. THORNTON AVE, DALTON GA 30120

Email: bobkinard@kinardrealty.com

Address of Property to be Rezoned: MARTHA'S BRIDGE RD / RYMAN RIDGE RD

Amendment to: Zoning Map  Text Section \_\_\_\_\_

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 17.66 acres; 764,322 square feet

Existing Zone Classification: R-1

Proposed Zone Classification: R-2

Present Use of Property: UNDEVELOPED

Proposed Use of Property: RESIDENTIAL SUBDIVISION

If multi-family, total number of units: N/A  
Average size of unit (optional): N/A square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- Actual dimensions of property
- Location and type of existing structures
- Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: Robert W Kinard

Date: 4/17/18

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

100% INTEREST IN TAX PARCEL NOS. 12-298-02

12-298-06, 12-298-01-034, 12-298-01-049

I appoint Christopher L. Lewis, PLS  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Owner AKC Holdings, LLLP  
By Robert W Kinard manager  
Kinard Development, Inc  
by Robert W Kinard president

Sworn to and subscribed  
before me, this 17<sup>th</sup> day  
of April, 2018

Tina M. Schlisner  
Notary Public

(SEAL)



1  
**DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST**  
2  
**BY APPLICANT**

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 4-17-18

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) NO

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) NO

If so, describe the nature and extent of such interest:

1  
If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2  
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) NO

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 17<sup>th</sup> day of April, 2018.

Kinard Development Inc  
AKC Holdings, LLC  
By Robert W Kinard  
Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS  
BY APPLICANT\***  
(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 5/2/2018

Has the applicant\* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 17<sup>th</sup> day of April, 2018

Plenard Development Inc  
AHC Holdings LLC  
Applicant's Signature By [Signature]

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

\* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

## EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Kinard Development, Inc. by H. Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated July 29, 2003, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the intersection of the south right of way line of Ryman Ridge Road and the east right of way line of Dug Gap Road; thence running south 79 degrees 54 minutes 02 seconds east, along the south right of way line of Ryman Ridge Road, a distance of 167.36 feet; thence running in an easterly direction, along the south right of way line of Ryman Ridge Road, along an arc to the left (254.11' Radius), an arc distance of 81.10 feet; thence running south 82 degrees 49 minutes 48 seconds east, along the south right of way line of Ryman Ridge Road, a distance of 76.55 feet; running thence south 04 degrees 32 minutes 00 seconds west a distance of 29.63 feet to the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence running north 82 degrees 19 minutes 14 seconds east, along the south right of way line of Ryman Ridge Road, a distance of 55.64 feet; thence running in an northeasterly direction, along the southeast right of way line of Ryman Ridge Road, along an arc to the left (125.00' Radius), an arc distance of 106.58 feet; thence running north 33 degrees 27 minutes 58 seconds east, along the southeast right of way line of Ryman Ridge Road, a distance of 4.25 feet; thence running in an northeasterly direction, along the southeast right of way line of Ryman Ridge Road, along an arc to the left (535.86' Radius), an arc distance of 147.28 feet; thence running north 18 degrees 51 minutes 21 seconds east, along the southeast right of way line of Ryman Ridge Road, a distance of 12.50 feet; thence running south 88 degrees 49 minutes 27 seconds east a distance of 418.24 feet; thence running south 22 degrees 45 minutes 10 seconds east, along the southwest line of Lot Nos. 57, 58 and 59 of Ryman Farm Subdivision, Phase 3, a distance of 463.75 feet; thence running north 67 degrees 14 minutes 50 seconds east, along the southeast line of Lot No. 59 of Ryman Farm Subdivision, Phase 3, a distance of 200.0 feet; thence running north 57 degrees 17 minutes 16 seconds east a distance of 30.46 feet; thence running south 22 degrees 46 minutes 34 seconds east, along the west line of Tract No. 1 of that certain plat of survey recorded in Plat Cabinet C Slide 1996, Whitfield County, Georgia Land Records, a distance of 11.28 feet; thence running north 71 degrees 52 minutes 58 seconds east, along the south line of said Tract No. 1, a distance of 163.55 feet; thence running north 75 degrees 47 minutes 36 seconds east, along the southeast line of Lot Nos. 56 and 55 of Ryman Farm Subdivision, Phase 3, a distance of 188.11 feet; thence running north 01 degrees 10 minutes 33 seconds east, along the east line of Lot Nos. 55 and 54 of Ryman Farm Subdivision, Phase 3, a distance of 232.16 feet; thence running south 89 degrees 49 minutes 27 seconds east a distance of 878.30 feet; thence running south 01 degrees 37 minutes 16 seconds east, along the west right of way line of Threadmill Road, a distance of 81.89 feet; thence running south 02 degrees 48 minutes 16 seconds east, along the west right of way line of Threadmill Road, a distance of 175.78 feet; thence running north 89 degrees 23 minutes 16 seconds west a distance of 402.67 feet; thence running south 02 degrees 02 minutes 04 seconds west a distance of 208.85 feet; thence running south 89 degrees 04 minutes 08 seconds east a distance of 395.00 feet; thence running south 04 degrees 05 minutes 58 seconds west, along the west right of way line of Threadmill Road, a distance of 18.02 feet; thence running north 89 degrees 04 minutes 08 seconds west a distance of 121.35 feet; thence running south 00 degrees 36 minutes 51 seconds west a distance of 175.53 feet; thence running north 89 degrees 23 minutes 09 seconds west a distance of 1,139.99 feet; thence running north 38 degrees 38 minutes 36 seconds west a distance of 82.36 feet; thence running south 50 degrees 39 minutes 16 seconds west a distance of 16.70 feet; thence running north 39 degrees 20 minutes 44 seconds west a distance of 162.28 feet; thence running north 89 degrees 12 minutes 36 seconds

west a distance of 832.23 feet; thence running north 04 degrees 32 minutes 00 seconds east a distance of 289.32 feet to the point of beginning.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No.298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Lots Nos. 23 and 24 of Oak Crest Subdivision as shown on plat of said subdivision recorded in Plat Book 4 Page 76 (Cabinet A Slide 136), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

Tract No. 3:

All that tract or parcel of land lying and being in Land Lot No. 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a point on the east line of said Land Lot No. 298, said point being located 1085 feet south of the northeast corner of said land lot; thence running south, along the east line of said land lot, a distance of 210 feet; thence west 420 feet to an iron stake; thence north 210 feet to an iron stake; thence east 420 feet to the point of beginning.

LESS and EXCEPT: That portion of hereinabove described property conveyed to Whitfield County, for a 60-foot right of way for Store Road, between Dug Gap Road and 41 Highway South, recorded August 6, 1968 in Deed Book 232 Page 231, Whitfield County, Georgia Land Records.