



**MAYOR AND COUNCIL MEETING
TUESDAY, SEPTEMBER 5, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:15 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 August 21, 2017
6. Unfinished Business:
 - A. Ordinance - Second Reading:
Ordinance 17-07
To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Striking, Repealing And Deleting Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises". In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
7. New Business:
 - A. Public Hearing for Proposed Tax Increase for Setting of 2017 Millage Rate
 - B. Adoption of City of Dalton 2017 Millage Rate
 - C. Consulting Agreement with BLULYNX SOLUTIONS, INC., for Environmental Assessments for CDBG.
 - D. Certification of Consistency with the Consolidated Plan for the HUD Continuum of Care (CoC) Program.

- E. Intergovernmental Transfer with the City of Chatsworth
 - F. Dalton Parks and Recreation Department Request for Alternates to the Lakeshore Park Project.
 - G. Dalton-Whitfield Planning Commission Recommendation:
Recommendation regarding the Whitfield, Dalton and Varnell Planning Commission staff's proposed Unified Zoning Ordinance Amendments.
 - H. Resolution 17-11
Resolution Of The Mayor And Council Of The City Of Dalton, Georgia Declaring Its Official Intent To Proceed With The Proposed Issuance Of The City Of Dalton Building Authority Revenue Bonds (Dalton Public School System Project), Series 2017, In The Principal Amount Of Approximately \$18,220,000 For The Purpose Of Financing Various Capital Outlay Projects For The Dalton Public School System Approved Pursuant To A Referendum Held On March 21, 2017.
 - I. Resolution 17-15
Resolution Of The Mayor And Council Of The City Of Dalton, Georgia Declaring Its Official Intent To Proceed With The Proposed Issuance Of The City Of Dalton, Georgia Combined Utilities Revenue Bonds, Series 2017 For The Purpose Of Financing Certain Public Utility Projects For The Benefit Of Dalton Utilities.
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- 8. Supplemental Business
 - 9. Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
AUGUST 21, 2017

The Mayor and Council held a Work Session this evening at 5:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O'Gwin and Gary Crews, City Attorney James Bisson, and several department heads.

PUBLIC HEARING NOTICE - PROPERTY TAX INCREASE

The City of Dalton Mayor and Council has tentatively proposed a 2017 millage rate which will require an increase in property tax by 2.87%. The tentative increase will result in a millage rate of 2.506 mills, an increase of .07 mills. Without this tentative tax increase, the millage rate will be no more than 2.436 mills. The proposed tax increase for a home with a fair market value of \$150,000 is approximately \$9.80 and the proposed tax increase for a non-homestead property with a fair market value of \$350,000 is approximately \$24.50.

PUBLIC COMMENTARY

Kim Littell at 612 McFarland Ave – Shared his concerns with regards to current tax increases and urged the Mayor and Council to consider future tax increases.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the public hearing adjourned at 5:12 p.m.

AGENDA REVIEW

Mayor Dennis Mock continued with the Work Session agenda and reviewed each of the items for the meeting.

Unfinished Business:

A. Ordinances – Second Reading:

Ordinance 17-05

To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Ordinance 17-06

To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Offenses And Miscellaneous Provisions”; To Amend Article IV Captioned “Offenses Against Public Order And Safety” To Add a New Division 7 Captioned “Aggressive Panhandling”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

New Business:

- A. Ordinance – First Reading:
Ordinance 17-07
To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Striking, Repealing And Deleting Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”. In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

- B. Resolution 17-14
A Resolution to appoint election officials for the City of Dalton General Election and Special Election to be held on Tuesday, November 7, 2017 and to authorize the Elections Superintendent to appoint such other poll official as may be necessary for the General Election and the Special Election.

- C. Sub-consultant Agreement between PFM Group Consulting LLC and Enterprise Community Partners, Inc. for City of Dalton Business Consulting Services.

- D. Appointments:
Appointment of Zab Mendez to the Recreation Commission to fill an unexpired 5-year term to expire December 31, 2021. Current member is Adam Martinez.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the work session was Adjourned at 5:16 p.m.

Gesse Cabrera
Deputy City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 21, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O’Gwin, Gary Crews, and City Attorney James Bisson.

APPROVAL OF AGENDA

On the motion of Alderman Goodlett, second Alderman Wood, the agenda was adopted as written. The vote was unanimous in favor.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

PUBLIC COMMENTARY

Katie Freeze from the Dalton-Whitfield Library shared their first-time math camp results. The math camp prepared the participants to take their end of course Algebra 1 test. Ms. Freeze stated there was a 14% jump from pre-test to post-test score results and thanked the Mayor & Council for their support.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting minutes of August 7, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCES – SECOND READING

ORDINANCE 17-05

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council adopted Ordinance 17-05 to Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

ORDINANCE 17-06

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council adopted Ordinance 17-06 To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Offenses And Miscellaneous Provisions”; To Amend Article IV Captioned “Offenses Against Public Order And Safety” To Add a New Division 7 Captioned “Aggressive Panhandling”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

ORDINANCE – FIRST READING

Ordinance 17-07

The Mayor and Council held the first reading of Ordinance 17-07 To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Striking, Repealing And Deleting Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”. In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

RESOLUTION 17-14 – ELECTION OFFICIALS APPOINTMENT

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council voted to approve Resolution 17-14, to appoint election officials for the City of Dalton General Election and Special Election to be held on Tuesday, November 7, 2017 and to authorize the Elections Superintendent to appoint such other poll official as may be necessary for the General Election and the Special Election. The vote was unanimous in favor.

SUBCONSULTANT AGREEMENT – PFM CONSULTING LLC & ENTERPRISE COMMUNITY PARTNERS, INC.

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council approved the sub-consultant agreement between PFM Group Consulting LLC and Enterprise Community Partners, Inc. for City of Dalton Business Consulting services. Mayor Mock further stated this agreement did not change in price. The vote was unanimous in favor.

APPOINTMENTS

On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the following appointment. Appointment of Zab Mendez to the Recreation Commission to fill an unexpired 5-year term to expire December 31, 2021. Current member is Adam Martinez. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:11 p.m.

Gesse Cabrera
Deputy City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

ORDINANCE 17-07

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Striking, Repealing And Deleting Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises". In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Alcoholic Beverages" by striking, repealing and deleting Section 6-18 Captioned: "Hours and sale of alcoholic beverages for consumption on the premises" in its entirety and substituting in lieu thereof a new Section 6-18 Captioned: "Hours and sale of alcoholic beverages for consumption on the premises" which shall read as follows:

Sec. 6-18. - Hours and sale of alcoholic beverages for consumption on the premises. Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments, micro-distilleries, micro-breweries and establishments which derive at least 50 percent of their annual gross income from the rental of rooms for overnight lodging, may sell alcoholic beverages for consumption on the premises on Sunday from 12:30 p.m. to 12:00 Midnight.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

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

Section 4.

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 _____, 2017.

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

ATTEST:

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

CONSULTING AGREEMENT

This Agreement made this ___ day of September, 2017 by and between **BLULYNX SOLUTIONS, INC** (hereinafter referred to as “Consultant”) having its offices and place of business at 8343 Roswell Rd. Ste 154, Atlanta, GA 30350, and the **CITY OF DALTON**, 300 W. Waugh St, Dalton, GA 30720, (hereinafter referred to as “City”), as follows:

WHEREAS, the City of Dalton deems it desirable and necessary to obtain the services of a consultant to prepare an environmental assessment and conduct environmental review training for the City of Dalton as set forth in the Consultant’s proposal, annexed hereto as Exhibit “A”, hereinafter referred to as the “Services”.

Now, THERFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

- A. Scope of Services: The Consultant agrees to perform the Services.
- B. Term: The term of this Agreement will commence as of the date above written and end at the approval of final US Department of Housing and Urban Development’s report.
- C. Compensation: The total fee for the Services shall be a total of \$2,300.00. Said amount will be billed upon completion of work. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City of invoices in accordance with the standard practices of the City of Dalton. The total amount to be paid to the Consultant for Services rendered pursuant to the Consulting Agreement shall not exceed Two Thousand Three Hundred and 00/100 Dollars (\$2,300.00).
- D. United States Department of Housing and Urban Development’s (HUD) Rules, Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the CDBG funds, as well as HUD’s rules, regulations and requirements as currently in use or as amended by HUD from time to time. Any conflict between this Agreement and HUD’s rules, regulations and requirements shall be resolved by the application of HUD’s rules, regulations and requirements.
- E. Consultant’s Staff: Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to

provide for timely, professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform the Services under the laws of the State of Georgia.

- F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows:
The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on –the-job training.
- G. Compliance with Labor Statues and Rules: The Consultant agrees to comply in all respects with the laws of the State of Georgia respecting labor and compensation and with all labor statues, ordinances, rules and regulations.
- H. Conflict of Interest: No person who is a member of the governing body of the Consultant, an officer, or an employee, or the immediate family members of such person will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of any person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.
- I. Representations of the Consultant:
- (1) The Consultant represents that it is a duly organized and validly existing corporation under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement.

- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of the Consultant.
- (3) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Georgia law.
- (2) That it is validly existing and in good standing under the laws of the State of Georgia, and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This Agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, subject to a permissive referendum

K. Indemnification by City: The City agrees to indemnify and hold harmless the Consultant and all of its agents, servants and employees for against any and all claims, losses, costs, damage and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence of the City.

L. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its directors, agents, servants, officers and employees harmless from any and all claims and judgments for damages and from costs expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be

performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and responsible to each other for any intentional or negligent acts, which cause damage to the other.

M. Progress Reports: The Consultant shall supply to the City progress reports on all work done on an as requested basis.

N. Termination: This agreement may be terminated upon the happening of any of the following events:

(1) By mutual written consent of the contracting parties;

(2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination give the other written notice setting forth with reasonable detail and specifically the party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective in thirty (30) days from mailing or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said twenty (20) day period;

(3) If the City in its sole discretion deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination would be effective in the same manner as (2) above;

(4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or

(5) If the Consultant fails to comply with any of the material requirements of this Agreement.

(6) By the Consultant or City if the CDBG funds become unavailable In the event of termination of this agreement, the Consultant shall return all computer software, computer

discs containing program information and tapes, documents, records, and all other materials or very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for Services actually authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of this Agreement by the City is pursuant to Sections (2)(4) or (5) of this Paragraph N in which case payment may be withheld..

- O. Notification: Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.
- P. .Intentionally Omitted.
- Q. Consultant Assistance: The Consultant agrees, with regard to this Agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in preparations associated with legal actions arising there from and to testify on behalf of the City should the same be requested by the City. The cost will be as set forth as described in the compensation provided by paragraph “C”.
- R. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and was prepared and secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.
- S. Safety Equipment: The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement.

Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.

- T. Assignment: The Consultant shall not assign, transfer, convey sublet or otherwise dispose of this Agreement or of its right, title, benefit, advantage, or interest in or to it, any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.

- U. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its partners, successors, assigns and legal representatives.

- V. Severability: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

- W. Notice: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement.

- X. Modification: This Agreement and the exhibits annexed hereto constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto. It is understood and agreed that this Agreement and the exhibits annexed hereto may be amended in writing only, and that all understandings and agreements heretofore had between the parties hereto are merged into this agreement, which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other.

Y. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not part of this agreement and will not be deemed to affect the meaning or construction of any of its provisions.

Z. Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Consultant shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement and the City and the consultant shall remain separate legal entities. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Consultant is an independent contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF DALTON

BY: _____
DENNIS MOCK, MAYOR

BLULYNX SOLUTIONS, INC.

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

EXHIBIT A

SCOPE OF SERVICES

TASK NO.	TASK	SERVICE DESCRIPTION	COST
1	Prepare Environmental Assessment for Trammell Street Sidewalk Project	Prepare the Environmental Review Record, including assisting the City in complying with National Environmental Protection Agency (NEPA) requirements for projects requiring an environmental assessment; Complete the Modified Format II: Environmental Assessment form completely; Publish and distribute a public notice called a Combined/Concurrent Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF); Submit RROF 16 days after publishing the combined/concurrent notice after publishing the combined/concurrent notice.	\$1,800
2	Conduct ERR Training and Review of City's Prepared Environmentals	Conduct ERR training with City staff and review previously prepared ERR -- 2 public service projects and administration -- for compliance.	\$500
TOTAL COST			\$2,300

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Multiple Applicants (see attachment)

Project Name: Multiple Projects (see attachment)

Location of the Project: City of Dalton, Georgia

Name of the Federal Program to which the applicant is applying: HUD Continuum of Care (CoC) Program - Renewal Applications

Name of Certifying Jurisdiction: City of Dalton, Georgia

Certifying Official of the Jurisdiction Name: _____

Title: _____

Signature: _____

Date: _____

Certification of Consistency with the Consolidated Plan (attachment)

<u>Applicant Name</u>	<u>Project Name</u>	<u>Location of the Project</u>	<u>Name of Federal Program to which applicant is applying</u>
Action Ministries, Inc.	Balance of State Rapid Re-housing	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application
Action Ministries, Inc.	Mountain Initiative Rapid Re-housing	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application
Dalton-Whitfield Community Development Corporation	PH SPC Case Manager	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application
Georgia Housing and Finance Authority (GHFA)	Dalton Whitfield CDC S+CR	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application
Georgia Housing and Finance Authority (GHFA)	Dalton Whitfield CDC S+CR2	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application
Georgia Housing and Finance Authority (GHFA)	Dalton Whitfield CDC S+CR3	City of Dalton	HUD Continuum of Care (CoC) Program - Renewal Application

INTERGOVERNMENTAL TRANSFER AGREEMENT
CITY OF DALTON & CITY OF CHATSWORTH

WHEREAS THE CITY OF DALTON HAS TWO (2) VEHICLES IDENTIFIED AS VEHICLE ONE – 1990 FORD F800 DUMP TRUCK, VIN 1FDXK84A6LVA464290, AND VEHICLE TWO, 1991 FORD F-800 DUMP TRUCK, VIN 1FDXK84A7MVA29820, WHICH HAVE MET THEIR USEFUL LIKE AND ARE SCHEDULED TO BE REPLACED BY THE CITY OF DALTON PUBLIC WORKS, AND

WHEREAS THE CITY OF CHATSWORTH HAS A NEED AND USE FOR SAID VEHICLES, AND BY THIS AGREEMENT IS WILLING TO PAY THE CITY OF DALTON AN AMOUNT OF \$2000.00 PER VEHICLE, AND AMOUNT DETERMINED BY THE CITY OF DALTON PUBLIC WORKS TO BE A FAIR MARKET VALUE OF SAID VEHICLES, AND

THEREFORE BY THIS AGREEMENT THE CITY OF CHATSWORTH SHALL REIMBURSE THE CITY OF DALTON AN AMOUNT OF \$4000.00 FOR SAID TWO VEHICLES, AND THE CITY OF DALTON WILL PROVIDE THE TTLES AND SCHEDULE A TIME FOR THE CITY OF CHATSWORTH TO TAKE DELIVERY OF SAID VEHICLES.

CITY OF DALTON

APPROVED: _____

MAYOR DENNIS MOCK

CITY CLERK _____

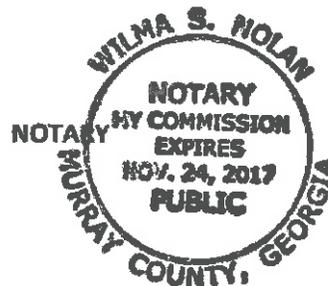
CITY OF CHATSWORTH

APPROVED: *Tyson Haynes*

MAYOR TYSON HAYNES

CITY CLERK *Wilma Nolan*

NOTARY:





DALTON PARKS AND RECREATION DEPARTMENT



706-278-5404
904 Civic Drive
Dalton, GA 30721
www.Mydprd.com

MEMO

TO: Mayor and Council
FROM: Dalton Parks and Recreation
DATE: September 5, 2017
RE: Request Lakeshore Park Alternates

The Dalton Parks and Recreation Department respectfully would like to submit and accept the pathway way **alternate #3** of \$7,500 for stabilized mulch pathway. This path/walking trail will allow foot traffic around the lake and wetlands of Lakeshore Park. Also under consideration is the lighting along the trail. This lighting **alternate is #4** for an amount of \$138,200. The lighting of the pathway/trail will increase security as well add to the appearance of the new landscape.

Attached are the bid documents with the alternates requested on page 7, the overall spending as of 9-1-17 in the Brookwood-Lakeshore SPLOST project and the balance prior to alternates requested.

We are under budget in every section of this SPLOST project and will continue with the addition of Alternate #3 and #4.

Please consider this as a short description and if considered I will be happy to elaborate on additional specifics. Thank you in advance for any and all consideration on this.

BASE BID SECTION

BID SCHEDULE

Item Number	Quantity	Units	Unit Price	Item Description	Total
Section: MOBILIZATION					
151-1000	1	LS		MOBIZATION	35,000
SECTION SUBTOTAL					35,000
Section: EARTHWORK					
210-0100	1	LS		GRADING COMPLETE	172,500
SECTION SUBTOTAL					172,500
Section: PAVING					
310-5040	945	SY	8	EXISTING GRAVEL ROAD, 4 IN TOP DRESSING	7560
310-5040	668	SY	8	10 FT GRAVEL ROAD	5344
SECTION SUBTOTAL					12,904
Section: CONCRETE					
430-0160	12	SY	133.33	CONC PAVEMENT (3000 PSI), 6 IN THICK - WEIR #400, CONCRETE SLAB	1599.96
430-0160	69	SY	133.33	CONC PAVEMENT (3000 PSI), 6 IN THICK - WEIR #500, CONCRETE SLAB	9199.77
SECTION SUBTOTAL					10,799.73
Section: DRAINAGE					
573-2012	157	LF	35	ADS DRAIN PIPE, 12 IN, INCLUDES BACKFILL	5495
550-1150	80	LF	38	RCP STORM DRAIN PIPE, 15 IN, INCLUDES BACKFILL	3040
550-1180	201	LF	43	RCP STORM DRAIN PIPE, 18 IN, INCLUDES BACKFILL	8643
550-1240	94	LF	48	RCP STORM DRAIN PIPE, 24 IN, INCLUDES BACKFILL	4512
550-1300	62	LF	60	RCP STORM DRAIN PIPE, 30 IN, INCLUDES BACKFILL	3720
550-1360	43	LF	66	RCP STORM DRAIN PIPE, 36 IN, INCLUDES BACKFILL	2838
550-4112	1	EA	600	FLARED END SECTION 12 IN, STORM DRAIN	600
550-4115	1	EA	600	FLARED END SECTION 15 IN, STORM DRAIN	600
550-4118	3	EA	700	FLARED END SECTION 18 IN, STORM DRAIN	2100
550-4124	1	EA	850	FLARED END SECTION 24 IN, STORM DRAIN	850
550-4130	3	EA	1100	FLARED END SECTION 30 IN, STORM DRAIN	3300
550-4136	1	EA	1400	FLARED END SECTION 36 IN, STORM DRAIN	1400
668-2100	4	EA	2600	GDOT INLET TYPE A	10,400
668-2100	1	EA	2600	GDOT INLET TYPE C	2600
668-2100	1	EA	4500	GDOT TYPE V INLET - CONTROL STRUCTURE #400	4500
668-2100	1	EA	4500	GDOT TYPE V INLET - CONTROL STRUCTURE #500	4500

603-2181	20	SY	75	STN DUMBED RIP RAP, RUBBLE - 5x5x1.5	1,500
603-2181	210	SY	75	STN DUMPED RIP RAP W/ FILTER CLOTH - WEIR #400	15,750
603-2181	152	SY	75	STN DUMPED RIP RAP W/ FILTER CLOTH - WEIR #500	11,400
999-3000	2	EA	600	ADS CLEANOUT, 12 IN	1,200
SECTION SUBTOTAL					88,948

Section: EROSION CONTROL

163-0300	4	EA	1400	CONSTRUCTION EXIT	5,600
163-0509	67	CY	60	RIP-RAP	4,020
163-0550	1	EA	600	CONSTRUCT RETROFIT	600
165-0030	2650	LF	75.5	MAINTENANCE OF FILTER MEDIA SOCK	13,250
165-0040	3	EA	400	MAINTENANCE OF ROCK FILTER DAMS	4,200
165-0101	4	EA	400	MAINTENANCE OF CONSTRUCTION EXIT	4,600
165-0105	1	EA	200	MAINTENANCE OF RETROFIT	200
165-0527	3	EA	750	CONSTRUCT AND REMOVE ROCK FILTER DAMS	2,250
167-1000	12	EA	650	WATER QUALITY MONITORING AND SAMPLING	7,850
167-1500	12	MO	650	WATER QUALITY INSPECTIONS	7,850
171-0030	2650	LF	15	TEMPORARY SEDIMENT BARRIER - FILTER MEDIA SOCK	39,750
700-0001	4	AC	1500	TEMPORARY GRASSING, INC. SEED, FERTILIZER AND MULCH	6,000
166-1001	26	WK	2000	SUPPLY AND MAINTENANCE OF 400 GPM PUMPING OF SPRING SOURCE & 3800 LF OF 8-INCH PIPING TO BELOW CONSTRUCTION, INCLUDES PUMP, CONNECTION TO SINGLE PHASE ELECTRICAL SOURCE, AND PIPING	52,000
166-1002	7	DA	1000	SUPPLY AND MAINTENANCE OF 2000 GPM PUMPING OF LAKE & 100 LF OF 8 TO 12-INCH PIPING TO FILTER SACKS AND ROCK FILTER DAM INCLUDES PUMP, FUEL AND TANK, PIPING AND FILTER SACKS	7,000
716-2000	1250	SY	1.75	EROSION CONTROL MATS, SLOPES	2,187.50
SECTION SUBTOTAL					151,357.50

Section: RIPARIAN PLANTING

RB-1	105	EA	2.20	Acorus americanus	231
RB-2	9	EA	8.15	Cephalanthus occidentalis	73.35
RB-3	66	EA	2.20	Chasmanthium latifolium	145.20
RB-4	14	EA	3.10	Cornus racemosa	43.40
RB-5	35	EA	7.25	Iris virginica	253.75
RB-6	69	EA	7.30	Lobelia cardinalis	503.70
RB-7	95	EA	7.30	Juncus effusus	693.50
RB-8	12	EA	180.00	Magnolia virginiana	2160
RB-9	25	EA	13.00	Panicum virgatum 'Heavy Metal'	325

RB-10	6	EA	265.00	Platanus x acerifolia 'Morton Circle'	1230
RB-11	9	EA	3.25	Salix nigra	29.25
RB-12	48	EA	3.25	Viburnum dentatum	156
RB-13	8900	LB	.35	Wetland and Pond Edge Mix 129 by Roundstone Native Seed	3115
RB-14	400	EA	11.00	Mulch Bales (Naturalize w/ Pine Straw)	4400
RB-15	139000	SF	.13	Seed	18,070
SECTION SUBTOTAL					31,429.15

Section: MISCELLANEOUS LANDSCAPING

LS-1	4	EA	210.00	Acer rubrum 'Brandywine'	840.00
LS-2	155	EA	2.15	Acorus americanus	333.25
LS-3	7	EA	210.00	Amelanchier arborea	1470.00
LS-4	38	EA	3.25	Aronia melanocarpa	123.50
LS-5	27	EA	5.75	Asclepias tuberosa	155.25
LS-6	10	EA	186.00	Betula nigra 'Dura Heat'	1860.00
LS-7	6	EA	198.35	Carpinus caroliniana	1190.10
LS-8	60	EA	8.51	Cephalanthus occidentalis	510.60
LS-9	6	EA	183.25	Cercis canadensis	1099.50
LS-10	347	EA	2.35	Chasmanthium latifolium	815.45
LS-11	9	EA	158.70	Chionanthus virginicus	1428.30
LS-12	24	EA	3.25	Cornus amomum	78
LS-13	9	EA	183.25	Cornus florida 'Appalachian Snow'	1649.25
LS-14	54	EA	3.51	Cornus racemosa	189.24
LS-15	386	EA	2.35	Deschampsia cespitosa	903.30
LS-16	15	EA	5.75	Echinacea purpurea 'Kilm's Knee High'	86.25
LS-17	75	EA	5.75	Gaillardia 'Goblin'	431.25
LS-18	199	EA	5.75	Gaillardia grandiflora 'Mesa Peach'	1144.25
LS-19	6	EA	13.01	Hibiscus moscheutos	78.06
LS-20	5	EA	35.75	Hydrangea 'Limelight'	178.75
LS-21	172	EA	11.91	Hypericum densiflorum	2048.52
LS-22	148	EA	33.75	Hypericum kalimianum 'Blue & Gold'	4995
LS-23	46	EA	7.52	Iris virginica	345.92
LS-24	120	EA	15.15	Itea virginica 'Sprich'	1818.00
LS-25	278	EA	7.85	Lobelia cardinalis	2182.30
LS-26	136	EA	7.85	Juncus effusus	1067.60

LS-27	1	EA	201.90	Magnolia grandiflora 'Little Gem'	201.90
LS-28	3	EA	171.80	Magnolia virginiana	515.40
LS-29	35	EA	12.70	Muhlenbergia capillaris	444.50
LS-30	30	EA	12.70	Panicum variegatum 'Dallas Blue'	381.00
LS-31	27	EA	12.70	Panicum virgatum 'Heavy Metal'	342.90
LS-32	27	EA	12.70	Panicum virgatum 'Shenandoah'	342.90
LS-33	7	EA	208.16	Platanus x acerifolia 'Morton Circle'	1457.12
LS-34	247	EA	7.99	Pontederia cordata	1973.58
LS-35	6	EA	210.10	Quercus bicolor	1260.60
LS-36	4	EA	210.10	Quercus phellos	840.40
LS-37	1	EA	210.10	Quercus shumardii	210.10
LS-38	83	EA	5.01	Rudbeckia 'Goldsturm'	415.83
LS-39	235	EA	8.13	Sagittaria latifolia	1910.55
LS-40	1	EA	210.10	Salix babylonica	210.10
LS-41	41	EA	3.75	Salix nigra	153.75
LS-42	3	EA	184.10	Taxodium distichum	552.30
LS-43	20	EA	184.10	Thuja 'Green Giant'	3682
LS-44	68	EA	3.75	Viburnum dentatum	255
LS-45	36	EA	35.90	Viburnum x burwoodii 'Conoy'	1292.40
LS-46	32	EA	35.90	Viburnum x pragensis	1148.80
LS-47	9700	SF	.25	Mixed Grass Meadow Mix 114 by Roundstone Native Seed	2425.00
LS-48	17100	SF	.25	Wetland and Pond Edge Mix 131 by Roundstone Native Seed	4275
LS-49	3100	EA	11.00	Mulch Bales (Naturalize w/ Pine Straw)	34100
SECTION SUBTOTAL					58,391.08

Section: WETLAND PLANTING

WP-1	38	EA	17.10	AESCLUS PAVIA	649.80
WP-2	112	EA	17.10	CEPHALANTHUS OCCIDENTALS	1915.20
WP-3	50	EA	17.10	CRAEAGUS VIRIDIS	855
WP-4	175	EA	7.75	IRIS VIRGINICA	1356.25
WP-5	654	EA	7.75	JUNCUS EFFUSUS	5068.50
WP-6	132	EA	7.75	LOBELIA CARDINALIS	1023
WP-7	260	EA	7.75	NUPHAR LUTEUM	2015
WP-8	280	EA	7.75	NYMPHAEA ODORATA	2170
WP-9	400	EA	7.75	PONTERERIA CORDATA	3100

WP-10	426	EA	7.75	SAGITTARIA LATIFOLIA	3301.50
WP-11	27	EA	13.52	TAXODIUM DISTICHUM	365.04
SECTION SUBTOTAL					21,819.29
Section: BOARDWALK					
502-1200	2.44	MB	12,985	BRIDGE TIMBER, TREATED	31,684
502-1400	1.25	MB	29,002	PLASTIC BRIDGE TIMBER	36,253
520-2500	2450.00	LF	33.58	PILING, TIMBER - TREATED	82,271
999-1000	209.33	SF	204.03	GRID DECKING * 1872 sq. ft	41,486
500-3201	7.00	CY	1410	CLASS B CONCRETE, RETAINING WALL	9870
SECTION SUBTOTAL					201,564
Section: PILES					
502-1200	1.45	MB	14,318	BRIDGE TIMBER, TREATED	20,761
502-1400	0.56	MB	31,604	PLASTIC BRIDGE TIMBER	17,698
520-2500	1330.00	LF	37.61	PILING, TIMBER - TREATED	50,021
999-1000	112.00	SF	236.34	GRID DECKING * 1,176 sq. ft	26,470
500-3201	7.00	CY	1410	CLASS B CONCRETE, RETAINING WALL	9,870
SECTION SUBTOTAL					124,820
Section: MISCELLANEOUS ITEMS					
009-3000		LS		MISCELLANEOUS ITEMS	202,000
TOTAL BASE BID PROPOSAL					1,111,532.75

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BID ALTERNATE #1					
BID SCHEDULE					
Section: FLOOD-PAVE TRAIL					
999-2001	1295	SY	70	FLEXI-PAVE, 1.5 IN - INCLUDES 4 IN BASE, FILTER FABRIC AND STABILIZED SUBGRADE	90,650
BID ALTERNATE #2 AMOUNT TOTAL					90,650

BID ALTERNATE #2					
BID SCHEDULE					
Section: PERVIOUS CONCRETE					
599-2002	1295	SY	52	PERVIOUS CONCRETE, 4 IN - INCLUDES FILTER FABRIC AND STABILIZED SUBGRADE	67,340
BID ALTERNATE #1 AMOUNT TOTAL					67,340

BID ALTERNATE #3					
BID SCHEDULE					
Section: MULCH TRAIL					
999-2003	1295	SY	60	MULCH, 4 IN - STABILIZED SUBGRADE	7500
BID ALTERNATE #3 AMOUNT TOTAL					7500

BID ALTERNATE #4					
BID SCHEDULE					
Section: LIGHTING (OPTION 1)					
682-8500a	1	LS	2000	ELECTRIC POWER SERVICE ASSEMBLY-AS SHOWN ON PLANS-80A	2000
682-6221	2445	LF	20	CONDUIT RIGID, 1-1/2" : LINES A & B	48,900
682-1405	12225	LF	1.00	CABLE, TP XHHW, AWG NO. 6 : LINES A & B	12,225
681-1160	21	EA	2200	LIGHTING STD, ALUM 16 FT. MH, POST TOP: LINES A & B	46,200
681-6811	21	EA	1375	LUMINAIRE, IESS, 100W, LED : LINES A & B	28,875
BID ALTERNATE #4 AMOUNT TOTAL					128,200

BID ALTERNATE #5					
BID SCHEDULE					
Section: LIGHTING (OPTION 2)					
682-8500b	1	LS	2000	ELECTRIC POWER SERVICE ASSEMBLY-AS SHOWN ON PLANS-20A	2000
682-6221	960	LF	20	CONDUIT RIGID, 1-1/2" : LINE C	19,200
682-1405	2790	LF	1	CABLE, TP XHHW, AWG NO. 6 : LINE C	2790

681-1160	6	EA	2200	LIGHTING STD, ALUM 16 FT. MH, POST TOP: LINES A & B	13,200
681-6811	6	EA	2600	LUMINAIRE, IESB, 100W, LED : LINE C	15,600
BID ALTERNATE #3 AMOUNT TOTAL					52,790

BROOKWOOD-LAKESHORE SP-152

<u>PAYEE OR VENDOR</u>	<u>Expended 8/30/17</u>	<u>Unprocessed</u>	<u>Total</u>
Bridge @ Brookwood			
Doors & Windows of Dalton	\$ 473.00		
Daily Citizen News	40.00		
Geo-Hydro Engineers	2,350.00		
Vulcan Materials	582.30		
Manley Jail Works	1,661.98		
Contech Engineered Solutions, Inc.	22,600.00		
Contech Engineered Solutions, Inc.	3,482.50		
Caylor Industrial Sales	53.30		
Murray Mix Concrete	1,632.00		
Caylor Industrial	91.24		
Manly Steel	312.00		
	<u>\$ 33,278.32</u>		
Tennis Courts @ Lake Shore			
Graft Industries - Match Point Tennis	\$ 23,380.50		
Graft Industries - Match Point Tennis	43,371.50		
EPD Construction	160.00		
ASAP Tree Service	6,740.00		
Richards & Associates	4,423.50		
Minor, Bell, & Neal	420.00		
ASAP Tree Service	3,400.00		
McGrath Industries	223,753.50		
McGrath Industries	183,678.12		
McGrath Industries	22,635.09		
McGrath Industries	35,884.44		
Outdoor Aluminum	14,327.00		
McGrath Industries	8,951.95		
McGrath Industries	24,994.90		
	<u>\$ 596,120.50</u>		
Brookwood Park School Sidewalk			
Lowery & Associates	\$ 300.00		
Murray Mix Concrete	2,754.00		
Murray Mix Concrete	918.00		
Murray Mix Concrete	918.00		
Murray Mix Concrete	2,550.00		
41 Feed & Seed	119.90		
Murray Mix Concrete	2,008.00		
Murray Mix Concrete	5,272.00		
Temple Inc.	5,692.00		
CW Mathews	793.60		
Doors & Windows of Dalton	110.00		
Invoice DPS for 1/2	(10,717.75)		
Dalton Public Schools (1/2)	2,260.10		
Dalton Public Schools	2,260.10		
	<u>\$ 15,237.95</u>		
Lakeshore Park			
American Consultants LLC	\$ 4,984.00		
American Consultants LLC	8,212.00		

<u>PAYEE OR VENDOR</u>	<u>Expended 8/30/17</u>	<u>Unprocessed</u>	<u>Total</u>
American Consultants LLC	11,588.89		
American Consulting	14,694.25		
American Consulting	29,046.84		
American Consulting	29,995.75		
American Consulting	14,614.00		
American Consulting	6,254.00		
American Consulting	8,314.16		
American Consulting	3,388.00		
American Consulting	2,847.50		
American Consulting	3,245.25		
American Consulting	1,723.00		
American Consulting	7,002.75		
American Consulting	27,988.00		
American Consulting	89.00		
American Consulting	6,466.28		
American Consulting	3,391.00	183,844.67	2,047.00
B&J Reed Construction	234,738.90		
B&J Reed Construction	253,316.68		
B&J Reed Construction	114,186.03	602,241.61	125,182.96
Conasauga River	20,670.00		(20,670.00)
Daily Citizen News	125.00		
Daily Citizen News	120.00		
Dalton Utilities	1,488.95		
Fast Dry Corporation	8,497.90		
Geoservices LLC	4,900.00		
Minor, Bell, & Neal	60.00		
Signs & Signs	390.45		
The Minor Firm	200.00		
The Minor Firm	180.00		
	<u>\$ 822,718.58</u>		
Total Spent for Project	<u>\$ 1,467,355.35</u>	\$ 106,559.96	\$ 1,573,915.31
Budget			<u>\$ 2,200,000.00</u>
Remaining 8/30/17			<u>\$ 626,084.69</u>

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

MEMORANDUM

TO: Whitfield County Board of Commissioners
Mark Gibson
Robert Smalley
Jean Price-Garland

FROM: Todd Gavin
Chairman

DATE: August 28, 2017

SUBJECT: Recommendation Regarding the Whitfield, Dalton, and Varnell Planning Commission staff's proposed Unified Zoning Ordinance amendments. *(All Jurisdictions)*

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on August 28, 2016 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 were present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Ethan Calhoun, the secretary of the Planning Commission.

Public Hearing Summary:

Mr. Calhoun began the public hearing with opening remarks to make the members aware of the staff's proposed ordinance amendments and the reasoning behind them drawing their attention to the figure within the staff analysis.

Some discussion occurred regarding the definition of a group home where Ms. Price-Garland read the UZO's definition verbatim to the members. It was noted that the individuals occupying a group home were not simply individuals in search of shelter but rather individuals with specific needs such as the elderly, handicapped, terminally ill, or those suffering from emotional problems.

With no other comments heard for or against this public hearing closed 7:25p.m.

Recommendation:

Chairman Gavin sought a motion on the staff's recommended amendments. **Mr. Lidderdale made a motion to recommend the amendments as written based on his agreement with the content of the staff analysis. Mr. DeLay seconded the motion and discussion followed. Ms. Mathis inquired if group homes could be permitted via special use permit within the MU district to which the staff confirmed would work. Mr. Lidderdale amended his motion to recommend the amendments as written under the condition that group homes only be permitted via special use permit within the**

MU district. Mr. DeLay seconded the motion and a unanimous recommendation to approve followed, 4-0.

[Staff analysis is attached.]

Allowing Homeless Facilities in (Non-Historic) Downtown via Special Use Review

2017 Proposed Text Amendments - Unified Zoning Ordinance			
Amendment	Purpose	Text Section	Current Text
1	Individual review of proposed homeless facilities	Permitted Use Table; Page 4 of 7	Homeless Facilities Permitted outright in zones: C-2, C-3, C-4
			Revised/Amended Text Homeless Facility Permitted outright in C-2 zone Permitted via Special Use Permit in zones C-3 and C-4

Additional Requirement 4-6-33

Homeless Facilities are permitted as a Special Use in the C-3 Central Business District and C-4 Transitional Commercial district provided that:

- (1.) Such use is prohibited in the local historic district boundary designated within the C-3 zone district.
- (2.) Any Homeless facility planned to redevelop and occupy an existing non-residential structure must submit a preliminary site plan.

Allowing Group Homes in the Mixed Use (MU) district

2016 Proposed Text Amendments - Unified Zoning Ordinance			
Amendment	Purpose	Text Section	Current Text
1	Allow Group Homes in MU district	Page 4 of 7	Group Home Permitted outright in zones GA, SA, R-1, R-2, R-3, R-5, R-6 and PUD
			Revised/Amended Text Group Home Permitted outright in zones GA, SA, R-1, R-2, R-3, R-5, R-6, PUD, and MU

Mixed Use review requires the applicant to submit a preliminary site plan as part of their application. There are instances where this use may be applicable within a Mixed Use district given the proper circumstances.

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

August 2017

(Referencing the attached spreadsheets for details)

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

The resulting text changes, as proposed, are listed in a spreadsheet (attached) that identifies the current text or current zoning, then proposes the corrected text or new zoning. The legal advertisement ran on Friday, August 11, 2017; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at both the Dalton and Varnell City Halls.

Proposed Text Amendments: The proposed text amendments are numbered in sequence with the affected Section or passage identified in the third column. The spreadsheet also shows you the current language of the ordinance (column 4), then provides the proposed language in the last column to the right. For the staff, the proposed amendments are considered clean-up and clarification of past ordinances in the new format of the Unified Zoning Ordinance. It remains possible that more amendments may be found and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process.

Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

Staff Recommendation: The proposed text amendments are recommended for adoption to modify the presentation of some regulations for making the administration of the ordinance easier, and making the document more user friendly for anyone trying to interpret the rules.

RESOLUTION 17-11

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE PROPOSED ISSUANCE OF THE CITY OF DALTON BUILDING AUTHORITY REVENUE BONDS (DALTON PUBLIC SCHOOL SYSTEM PROJECT), SERIES 2017, IN THE PRINCIPAL AMOUNT OF APPROXIMATELY \$18,220,000 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL OUTLAY PROJECTS FOR THE DALTON PUBLIC SCHOOL SYSTEM APPROVED PURSUANT TO A REFERENDUM HELD ON MARCH 21, 2017

WHEREAS, the City of Dalton Building Authority (the "Authority") is a public body corporate and politic duly created and existing pursuant to an amendment to the Constitution of the State of Georgia (Ga. Laws 1968, pages 1466-1482), duly ratified and proclaimed (the "Amendment") for the purpose of acquiring, constructing, equipping, maintaining and operating projects embracing buildings and facilities for use by the City of Dalton, Georgia (the "City"), including the Dalton Public School System (the "Dalton School System") for its governmental, proprietary and administrative functions; and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, the Dalton School System exists pursuant to the charter of the City and is governed by the City of Dalton Board of Education (the "Board of Education") pursuant to the City's charter; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds thereof for the purpose of paying all or part of the cost of any "project" or "undertaking" (as authorized by the Amendment or the Revenue Bond Law), including the acquisition, construction and improvement of buildings and facilities for use by the Dalton School System; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, under its charter, the City of Dalton (the "City") has the power to acquire, construct and improve buildings and facilities for use by the Dalton School System; and

WHEREAS, pursuant to the Amendment, the Authority and the City are authorized to enter into contracts pertaining to public facilities for use by the City, including the Dalton School System, for terms not exceeding fifty (50) years for its governmental, proprietary or administrative functions; and

WHEREAS, at an election duly called and held on the 21st day of March, 2017 (the "Election"), after notice thereof had been given of the time of the Election in the manner required by law, a majority of the registered voters voting in said Election voted in favor of the imposition of an educational special one percent sales and use tax (the "Sales and Use Tax") for a period of time not to exceed 20 calendar quarters and for the raising of not more than \$36,917,000 for the Dalton School System, for the following purposes: (a) adding to, renovating, repairing, improving, equipping and furnishing existing school buildings or other buildings or

facilities useful or desirable in connection therewith, including, but not limited to, Brookwood School, City Park School, Roan School and Dalton High School; (b) acquiring land; (c) acquiring new technology, safety and security equipment and other school equipment; (d) acquiring, constructing and equipping new school buildings and facilities, including, but not limited to, educational/athletic facilities; and (e) acquiring any property necessary or desirable therefor, both real and person (collectively, the “Dalton School Projects”)

WHEREAS, the Dalton School System has determined that there is a need for the City to finance a portion of the Dalton School Projects prior to the collection of the Sales and Use Tax; and

WHEREAS, it appears that approximately \$18,220,000 will be required to accomplish said purpose; and

WHEREAS, it appears to the Dalton School System that the most feasible method of financing a portion of the Dalton School Projects is through the issuance and sale by the Authority of its Revenue Bonds (Dalton Public School System Project), Series 2017, the aggregate principal amount of approximately \$18,220,000 (the “Bonds”); and

WHEREAS, the Bonds will be limited obligations of the Authority secured by a first lien on an intergovernmental contract between the Authority and the City and the payments to be made by the City pursuant thereto; and

WHEREAS, in connection with the issuance of the Bonds, the City and the Board of Education will enter into an intergovernmental contract, pursuant to which, among other items, the City will request that the Authority issue the Bonds to provide funds to finance a portion of the Dalton School Projects, and the Board of Education, in consideration of the City’s and the Authority’s doing so, will agree to make the payments to pay the principal of and interest on the Bonds; and

WHEREAS, it is necessary and proper that the Mayor and Council of the City of Dalton, Georgia (the “Governing Body”) authorize Stifel Nicolaus & Company, Incorporated, as underwriter and/or placement agent, and Gray Pannell & Woodward LLP, as bond counsel, to proceed with the preparation of documents and other related items in connection with the issuance of the Bonds.

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

1. The Mayor, City Administrator and Finance Director are authorized to request that the Authority issue the Bonds to provide funds to finance a portion of the Dalton School Projects.

2. Stifel Nicolaus & Company, Incorporated and Gray Pannell & Woodward LLP are hereby requested to proceed with preparation of documents and all other related items in connection with the issuance of the Bonds.

3. The Mayor, City Administrator, City Finance Director, and other proper officers, members, agents, and employees of the County are hereby authorized to take any and all further actions and to execute and deliver any and all other documents which may be necessary in accordance with the intents and purposes of this resolution; provided, however, the execution and delivery of the final transaction documents (including the final financial terms of the Bonds) shall be approved by the Governing Body prior to the execution and delivery thereof.

4. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this ____ day of _____, 2017.

CITY OF DALTON, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Dalton, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City, at a meeting open to the public which was duly called and assembled on the ____ day of _____, 2017, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the Mayor and Council of the City which is in my custody and control.

WITNESS my hand this ____ day of _____, 2017.

Clerk

DALTON PUBLIC SCHOOLS (GA)

ESPLOST Advance Funding through Building Authority

Option: Closing 11/15/17 Current Rates	
Bond Par Amount	\$ 18,220,000
Total Sources	\$ 18,220,000
Project Funds	\$ 17,940,800
Issuance Expenses	276,940
Contingency	2,260
Total Uses	\$ 18,220,000

Option: Closing 11/15/17 + 0.25% Interest Rate	
Bond Par Amount	\$ 18,220,000
Total Sources	\$ 18,220,000
Project Funds	\$ 17,940,800
Issuance Expenses	276,940
Contingency	2,260
Total Uses	\$ 18,220,000

Financing Rate: 1.51%

Payment Date	Option: Closing 11/15/17 Current Rates		TOTAL DEBT SERVICE
	Principal	Interest	
8/1/18	-	186,446	186,446
2/1/19	3,410,000	131,095	3,541,095
8/1/19	-	110,635	110,635
2/1/20	3,555,000	110,635	3,665,635
8/1/20	-	87,172	87,172
2/1/21	3,650,000	87,172	3,737,172
8/1/21	-	61,257	61,257
2/1/22	3,750,000	61,257	3,811,257
8/1/22	-	32,382	32,382
2/1/23	3,855,000	32,382	3,887,382
Total	\$ 18,220,000	\$ 900,433	\$ 19,120,433

1.76%

Option: Closing 11/15/17 + 0.25% Interest Rate		
Principal	Interest	TOTAL DEBT SERVICE
-	218,837	218,837
3,410,000	153,870	3,563,870
-	129,148	129,148
3,555,000	129,148	3,684,148
-	101,241	101,241
3,650,000	101,241	3,751,241
-	70,763	70,763
3,750,000	70,763	3,820,763
-	37,201	37,201
3,855,000	37,201	3,892,201
\$ 18,220,000	\$ 1,049,412	\$ 19,269,412

Dalton Public Schools

Regular Meeting of the Board of Education

07/24/2017 06:30 PM

Dalton City Hall

Council Chambers

300 West Waugh Street, Dalton, GA 30720

Printed : 7/27/2017 2:04 PM EST

ITEM : V.v.Resolution on Revenue Bond

Recommendation

Move to approve a Resolution of Intent on a Revenue Bond; Specifying Purposes, Period, and Maximum Cost of Projects; and Requesting for City and Dalton Building Authority Approval.

Summary

This action item is an update from the previous June regular board meeting. District staff have compiled a portion of the ESPLOST V capital projects that would have preference for financing. Rather than a gym addition at Dalton High, this list includes start-up costs for a new 6-7 middle grades school. Start-up costs would be for purchase of property and perhaps some other items such as initial architect costs and preliminary site work.

Since the board is exploring a few different pieces of property, this version looks at lower start-up costs for a new 6-7 middle grades school. During the June meeting, the scenario used \$12.5 million in start-up costs since the particular property that the board was contemplating included a facility. This version would use \$4.0 million in start-up costs due to the potential purchase of property without an existing facility.

Also included is information for a financing scenario that considers borrowing a portion of ESPLOST V revenues to be able to address Brookwood, City Park, and some of the student technology devices. There can be a financial incentive to borrow funds for capital projects rather than using a "pay as you go" strategy. The estimated cost of borrowing funds for the school district may be around 1.77% while construction cost escalation can exceed that percentage if the district has to wait multiple years to accumulate enough cash resources to begin a multi million dollar capital project.

Total financed project costs would be \$17,940,800, and cost of issuance would be \$279,200. Interest on debt is likely to be about \$1.0 million. The debt pay back would coincide with the 5 year ESPLOST V period. Since staff are estimating ESPLOST V revenues over this period to be about \$29.7 million, the district would also have \$10.4 million available for some pay as you go projects that were also specified in the ESPLOST referendum.

If a district seeks to borrow ESPLOST funds, financial advisors use 75% to 85% as a reasonable maximum amount.

Since the district can not incur debt on its own, this would require City of Dalton approval. In prior years, the district has a practice of accessing the City of Dalton Building Authority to finance debt using revenue bonds. So staff would like to pursue a revenue bond for ESPLOST V. District officials shared this information with the City of Dalton Finance Committee on Wednesday, June 14. Next steps are for the City of

Dalton and Building Authority to consider action in a subsequent meeting. If the City and Building Authority approve, then the entities would prepare and enter intergovernmental agreements for the district to pay back the debt incurred on its behalf.

The March 2017 ESPLOST V election passed in the City of Dalton jurisdictions on average at 75 percent.

Supporting Documents

[Initial Intent Resolution for Revenue Bonds](#)

[ESPLOST V Revenue Bond Scenarios](#)

[ESPLOST V Projects Update](#)

Created on 7/20/2017 at 1:54 PM EST by Theresa Perry
Last Modified on 7/21/2017 at 2:33 PM EST by Theresa Perry

Dalton Public Schools
 ESPLOST V
 Revenue Bond & Pay Go Projects

Project	State Funding	Expenditures	Net
Brookwood	1,056,870	(5,571,000)	(4,514,130)
City Park	1,752,330	(8,779,000)	(7,026,670)
New 6-7 Start-Up		(4,000,000)	(4,000,000)
2 Years Student Technology		(2,400,000)	(2,400,000)
Subtotal Financed Projects			(17,940,800)
Issuance Cost of Debt		(279,200)	(279,200)
Interest on Debt		(1,049,412)	(1,049,412)
ESPLOST V Potential Obligations			(19,269,412)
<u>Pay Go Projects</u>			
Student Technology		(3,600,000)	
Technology Infrastructure		(3,585,000)	
Roan Net Expenditures		(2,400,000)	
Dalton High Gym Addition		(10,500,000)	
Subtotal of Remaining Projects			(20,085,000)
Estimated ESPLOST			29,700,000
Amount unfunded			(9,654,412)
Ability to fund paygo projects			10,430,588

RESOLUTION 17- 15

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE PROPOSED ISSUANCE OF THE CITY OF DALTON, GEORGIA COMBINED UTILITIES REVENUE BONDS, SERIES 2017 FOR THE PURPOSE OF FINANCING CERTAIN PUBLIC UTILITY PROJECTS FOR THE BENEFIT OF DALTON UTILITIES

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, including specifically the Charter of the City of Dalton, Georgia (the "City") (1874 Georgia Laws, page 181, *et seq.*, as amended) and the Revenue Bond Law (O.C.G.A. §36-82-60, *et seq.*, as amended), the City is authorized to issue revenue bonds for the benefit of the Board of Water, Light and Sinking Fund Commissioners of The City of Dalton, Georgia (the "Commission"), the governing body of Dalton Utilities, to finance certain public utilities projects; and

WHEREAS, the Commission wishes to acquire, construction and install certain renovations, additions, extensions and expansions to Dalton Utilities' water system, wastewater treatment system and gas distribution system facilities (collectively, the "Projects"); and

WHEREAS, it appears to the Commission that approximately \$75,000,000 may be required to accomplish said purpose; and

WHEREAS, it appears to the Commission that the most feasible method of obtaining such funds is through the issuance and sale by the City of its Combined Utilities Revenue Bonds (the "Bonds") for the benefit of the Commission; and

WHEREAS, the use of the Bonds to finance the cost of the Projects is consistent with the Commission's budgetary and financial circumstances in that no other funds are available or expected to be available on a long-term basis to finance the Projects; and

WHEREAS, the Bonds will be special limited obligations of the City payable solely from and secured by a pledge of and lien on all or a portion of the revenues derived from the operation of Dalton Utilities' combined utilities system as such now exist and as such may be hereafter added to, extended, improved and equipped (the "System") remaining after the payment of expenses of operating and maintaining the System; and

WHEREAS, the Commission has retained the services of First Tryon Advisors, to act as financial advisor (the "Financial Advisor") and Gray Pannell & Woodward LLP, as bond counsel and disclosure counsel (the "Bond Counsel") for the issuance of the Bonds; and

WHEREAS, it is necessary and proper that the Mayor and Council of the City authorize its officers, attorneys, and agents to take such further actions as are necessary for the issuance and delivery of the Bonds in accordance with the intents and purposes of this resolution.

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

1. The City hereby declares its official intent to issue the Bonds in an aggregate principal amount of approximately \$75,000,000 for the purpose of providing funds to acquire, construct and install the Projects. The exact principal amount of Series 2017 Bonds will be determined prior to the sale of such Bonds and such principal amount will be approved by the Mayor and Council of the City upon the adoption of a bond resolution, as supplemented, authorizing the issuance of the Bonds.

2. The Financial Advisor is requested to assist Bond Counsel with the preparation of a preliminary official statement and an official statement in connection with the marketing and delivery of the Bonds, and the proper officers, members, agents, and employees of the City and Dalton Utilities are authorized and directed to supply such information as may be required in connection with the preparation and distribution of such preliminary official statement and official statement.

3. The Mayor, City Administrator, City Finance Director, and other proper officers, members, agents, and employees of the City are hereby authorized to take any and all further actions and to execute and deliver any and all other documents which may be necessary in accordance with the intents and purposes of this resolution; provided, however, the execution and delivery of the final transaction documents (including the final financial terms of the Bonds) shall be approved by the Mayor and Council of the City prior to the execution and delivery thereof.

4. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 5th day of September, 2017.

CITY OF DALTON, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Dalton, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City, at a meeting open to the public which was duly called and assembled on the 5th day of September, 2017, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the Mayor and Council of the City which is in my custody and control.

WITNESS my hand this 5th day of September, 2017.

Clerk