

INSTRUCTIONS FOR COMPLETION OF ANNEXATION PETITION AND CONTRACT

Residential / Commercial Zoned Property

1. Complete the Annexation Application in its entirety.
2. Sign the Application. If more than one person owns an interest in the property, both or all owners must sign the form.
3. Sign the “Notice to all landowners” City of Dalton property tax change. See ***Pg. 3***.
4. Attach a copy of the Land Deed showing ownership.
5. Attach a complete Legal Description of the property to be annexed. (Must match survey)
6. Attach a survey of the property. (A survey by a Registered Surveyor must be completed of the land to be annexed).
7. Ascertain whether your property has a Storm Water Facility (detention ponds, water quality devices, etc.) not owned by City or County. If yes,
 - (a.) Attach a revised Stormwater Facility Maintenance Agreement. ***See after Pg. 3***.
8. At the time of submission, include \$150.00 administrative fee per annexation (check, cash, money order made payable to CITY OF DALTON) with the Petition and Contract. This fee covers the cost of processing and advertising annexation request.
9. Return the completed annexation petition and contract, all attachments and \$150.00 fee to the Office of the City Clerk’s Office, City Hall, PO Box 1205, 300 W. Waugh Street, Dalton, GA 30722; (706) 278-9500.
10. After the City Clerk’s Office receives the application, the request will be distributed to pertinent departments for review.
11. The following departments will review the application:
 - (a.) The City Attorney’s Office for Legal Review and Preparation of Ordinance;
 - (b.) The Public Work’s Department;
 - (c.) The Planning and Zoning Commission for Advertising in the Local Newspaper and Conducting a Public Hearing for the Purpose of Recommending the Proper Zoning Classification, the Application must be in their office within (25) twenty-five days before the Planning Commission meeting (which meets the fourth Monday of each month).
 - (d.) The Fire Department for Certification regarding Fire Protection;
 - (e.) Dalton Utilities for a survey of Utilities available and the cost of furnishing future utility facilities;
 - (f.) The Police Department for Certification regarding Police Protection;
 - (g.) The Whitfield County Board of Commissioners Office for Notification.
12. Upon submission of all inspection reports, the City Clerk’s Office will review the Annexation request for “Special Stipulations”. The Annexation Request will then be placed on the agenda by the Administrator’s Office for Consideration by the Mayor and Council.

For more information contact: City Clerk Office (706) 278-9500 | 300 W. Waugh Street | PO Box 1205
Dalton, GA 30722



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:

APPLICANT ADDRESS:

CITY, STATE & ZIP:

TELEPHONE NUMBER:

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:

(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:

• PROPOSED ZONING CLASSIFICATION

• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED

• TAX MAP NUMBER/PARCEL NUMBER

• HOUSING UNITS

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF REGISTERED VOTERS

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT
NUMBER THAN SHOWN IN NUMBER (1)

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF HOUSING UNITS.

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

CAUCASIAN

LATINO

AFRICAN
AMERICAN

OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT,
LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS
OTHER THAN ENGLISH.

SIGNATURE OF APPLICANT(S)

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:

*Describe parcel or parcels and nature of interest
and percentage of interest*

I hereby appoint _____
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.

(Owner's Name)

Sworn to and subscribed
Before me, this ____ day
of _____, 20__.

Notary Public

(Seal)



NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assessed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 per year.

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

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

SIGNED

DATE

Whitfield County

Board of Commissioners



Board Members

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

The Honorable Annalee Harlan Sams
City of Dalton
300 West Waugh Street
Dalton, GA 30720

Dear Mayor Harlan Sams:

As you may know Whitfield County and each of the cities (Dalton, Tunnel Hill and Varnell) have Stormwater Management Ordinances that require stormwater facility maintenance agreements. The maintenance agreements are required for all stormwater facilities (detention ponds, water quality devices, etc.) that are not owned or operated by the County or City. The agreement is made between the jurisdiction and the property owner at the time of construction. When a property is annexed the agreement needs to be revised to the new jurisdiction.

Whitfield County requests the owner acknowledge whether the property has an existing stormwater maintenance agreement prior to requesting annexation. Each property owner is required to determine if the property has a maintenance agreement by verifying with the Whitfield County Stormwater or the Clerk of Court. Whitfield County Stormwater can be reached at stormwater@whitfieldcountyga.com or (706)281-1768.

The County requests the owner and the respective city sign a new maintenance agreement and include this agreement before the Board of Commissioners approves the annexation of the property.

Sincerely,

A blue ink signature of Robert J. Sivick, written in a cursive style.

Robert J. Sivick
County Administrator
Whitfield County

Record and return to:
Whitfield County Engineering
P.O. Box 248
Dalton, Georgia 30722

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between (insert full name of landowner) _____ hereinafter called the "Landowner", and City of Dalton, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Whitfield County, Georgia, Deed Book _____ Page(s) _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and development a portion of the property as shown on Exhibit A; and WHEREAS, the Site Plan/Subdivision Plan known as _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the property; and

WHEREAS the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of Whitfield County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and Specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowner association, shall adequately maintain the stormwater management facilities.
This includes all pipes, channels or other conveyances build to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design function. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property upon reasonable notice to Landowner in order to inspect the stormwater management facilities at mutually agreeable times. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints, which shall be provided to Landowner at or before each such inspection. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a written directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition within a reasonable time period after receiving a written directive from the City, the City may enter upon the Property and take reasonable steps to correct deficiencies identified in the inspection report and repair directive, and to thereafter charge the reasonable costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep the facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Whitfield County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Printed Company/ Corporation/ Partnership Name Seal

Printed Name & Title:

Signature:

Witness:

The foregoing Agreement was acknowledged before me this ____ day of _____, 20 ____.

Printed Name: _____

Signature: _____

NOTARY PUBLIC

My Commission Expires: _____

COUNTY OF _____ GEORGIA

Approved as to Form:

Printed Name: Chris Hester

Signature: _____ Date: _____
(County Engineer Representative)

Witness: _____

Printed Name: _____

Signature: _____

NOTARY PUBLIC

My Commission Expires: _____

COUNTY OF _____ GEORGIA

Maintenance Facility Contact Information: (Please print or type)

Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

City/ State/ Zip: _____