



**MAYOR AND COUNCIL MEETING  
MONDAY, JANUARY 05, 2026  
WORK SESSION – 5:00 PM  
REGULAR MEETING - 6:00 PM  
DALTON CITY HALL  
COUNCIL CHAMBERS**

**A G E N D A**

**WORK SESSION - 5:00 P.M.**

1. Call to Order
2. Approval of Agenda
3. Review of Draft Vape Shop Regulatory Ordinance 26-02
- [4.](#) DPD Presentation for Firing Range Proposal
- [5.](#) Miscellaneous Updates
6. Adjournment

**REGULAR MEETING – 6:00 P.M.**

**Call to Order**

**Oath of Office:**

- [1.](#) Councilmember Nicky Lama, Ward 2  
Councilmember Steve Farrow, Ward 4

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please Complete Public Commentary Contact Card for the Record Prior to Speaking - Limit of 3 Minutes/Person)*

**Presentations:**

2. Staff Reports

**Minutes:**

- [3.](#) Mayor & Council Meeting Minutes of December 15, 2025

**New Business:**

4. Certification of Consistency with the City's Consolidated Plan for Federal Grant Funding Applications Submitted by The Salvation Army, Dalton Whitfield Community Development Corporation, and The City of Refuge.

- [5.](#) TextCare Service Agreement with Med Investors Development, LLC - 2026 Health Plan
- [6.](#) First Reading Ordinance 26-01 To hear the request of Metro Investments, LLC to annex 1.0 acres located at 1822 Chattanooga Road, Dalton, Georgia into the City of Dalton as General Commercial (C-2) Parcel (12-159-01-129).
- [7.](#) Boards & Authorities, Mayoral, and Miscellaneous Appointments

**Supplemental Business**

**Announcements:**

8. City offices will be closed on Monday, January 19, 2026 in observance of the Dr. Martin Luther King, Jr. holiday. The next Mayor and Council Meeting will be held on Tuesday, January 20, 2026.

**Adjournment**

**Ordinance 26-02**

To Amend Chapter 26 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Businesses” To Reserve Sections 26-333 through 26-344 and By The Addition Of A New Article X Captioned “Vape Shops”; 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.**

Chapter 26 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Businesses”, Article IX Mobile Food Vendors is hereby amended by the addition of certain reserved sections which shall read as follows: “Secs. 26-333 – 26-344. – Reserved.”

**Section 2.**

Chapter 26 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Businesses”, is hereby amended by the addition of a new Article X captioned “Vape Shops” which shall read as follows:

***ARTICLE X. VAPE SHOPS***

**Sec. 26-345. Definitions.**

For purposes of this article, the following terms, phrases, words, and their derivatives shall have the meaning set forth in this section.

*Alternative nicotine product* means any material that contains nicotine, but does not contain tobacco leaf, and is intended for human consumption, whether such material is chewed, absorbed, dissolved, or ingested by any other means. Such term shall include, but shall not be limited to, nicotine gel, pouches, or gum or dissolvable nicotine strips, sticks, lozenges, or pellets. Such term shall not include little cigars, cigars, cigarettes, loose or smokeless tobacco, consumable vapor products, or any product regulated as a drug or

therapeutic device by the United States Food and Drug Administration under chapter V of the Federal Food, Drug, and Cosmetic Act.

*Applicant* means any person required to sign an application for a Vape/CBD Shop License as set forth herein.

*Authorized City Official* means an individual appointed by the Mayor and Council or City Administrator to perform certain duties or services.

*Cannabinoid*. Any of various naturally-occurring, biologically active, chemical constituents (such as cannabidiol or cannabinol) of hemp or cannabis including some (such as THC) that possess psychoactive properties.

*Consumable vapor product* means any liquid solution, whether it contains nicotine or not, that is intended to be heated into an aerosol state and inhaled by an individual. Such term shall include, but shall not be limited to, e-liquid, e-juice, vape juice, and cartridges that are prefilled with such a solution. Such term shall not include any alternative nicotine product, cigar, cigarette, loose or smokeless tobacco, perfume, potpourri, essential oil, or product regulated as a drug or therapeutic device by the United States Food and Drug Administration under chapter V of the Federal Food, Drug, and Cosmetic Act.

*Floor space* means the floor area inside an establishment that is visible or accessible to patrons for any reason, including aisles, walkways, and cashier stations

*Kratom*. means the tropical evergreen known as *Mitragyna speciosa*, which contains the alkaloid mitragynine or metabolite 7-hydroxymitragynine.

*Licensee* means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit, plural as well as singular number, who holds any class of permit issued under this article.

*Non-traditional tobacco paraphernalia* means any device designed to facilitate the use, smoking, consumption or ingestion of tobacco, nicotine, chemicals, substances, illicit drugs, or other harmful additives in any form (such as grinders, bongs, hookah pipes, or faux jewelry, bracelets, or necklaces commonly associated with tobacco, vaping, or drug use, with one purpose of such items being the inhalation or ingestion of tobacco or drugs); provided, however, that the term "non-traditional tobacco paraphernalia" shall exclude products that contain nicotine, tobacco products, cigarette papers or wrappers, blunt wraps, tobacco pipes, holders, cigarette rolling machines, or other products, devices, or substances used for the purpose of making tobacco cigarettes; provided further that, said term shall also not include any item for which the sale or use of the same is regulated under state or federal law.

*Person* means any individual, natural person, partnership, firm, corporation, joint venture, proprietorship, business entity, association, agency, group, organization or group of persons or any other legal entity.



*Vapor device* means any system or device developed or intended to deliver a consumable vapor product to an individual who inhales from the device.

*Vape Shop* shall mean any business whose principal business activity is the sale of any alternative nicotine product, consumable vapor product, vapor device, cannabinoid, kratom, non-traditional tobacco paraphernalia, or any combination thereof (all such items may be hereinafter referenced as “regulated products”). A “principal business activity” means any one or more of the following exist:

- (1) The establishment at any time displays or offers for sale at least five hundred (500) regulated products.
- (2) Twenty-five percent (25%) or more of the establishment’s annual gross revenue is derived from the sale of regulated products. In the case of an audit, the relevant time period shall be the 12 months immediately preceding the commencement of the audit. If the establishment being audited has been in operation as a restaurant for less than 12 months, the audit period shall be the period of time the entity has operated.
- (3) The establishment maintains at least twenty-five percent (25%) of its floor space for the display or sale of regulated products.
- (4) The establishment maintains at least five (500) square feet of its floor space for the display or sale of regulated products.
- (5) The establishment regularly makes regulated products available for sale and holds itself out, in any medium, as an establishment that caters to customer interest in the regulated products.

#### **Sec. 26-346. Purposes of article.**

This article has been enacted in accordance with a plan designed for the following purposes, among others:

- (1) Promoting the health and general welfare of the community;
- (2) Establishing reasonable and ascertainable standards for the regulation and control of the licensing of vape shops to protect and preserve schools and churches;
- (3) Giving effect to existing land use and preserving certain residential areas, with reasonable considerations, among others, to the character of the area and the peculiar suitability for particular uses, the congestion in the roads and streets, and with a general view of promoting desirable living conditions and sustaining the stability of neighborhoods and property values; and
- (4) Protecting against the negative effects of concentration of retail outlets for regulated products or preventing underage persons from engaging in or having any interest in regulated products.

**Sec. 26-347. License required.**

- (1) It shall be unlawful for any person to operate a vape shop without having first complied with this chapter including, but not limited to, obtaining the appropriate license from the city.
- (2) Any person who desires to operate a vape shop shall apply in the office of the city clerk for a vape shop license and shall remit with said application the application fee in such an amount as may be set by the mayor and council from time to time.
- (3) If a license is granted, said licensee shall also pay the annual license fee on or before January 1<sup>st</sup> of each year so licensed. The annual license fee shall be no less than five thousand dollars (\$5,000.00) and may be modified from time to time by the mayor and council. The current application and license fee schedule shall be kept in the city clerk's office and made available to any licensee or prospective licensee upon request.
- (4) All applications shall be fully completed by the applicant, signed, and sworn to by the applicant in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of an entity, including, but not limited to, a partnership, corporation, nonprofit tax exempt civic, patriotic, or social club or corporation, a private club, a limited liability company, then the applicant must be an agent or officer of the entity with actual authority to execute the application.
- (5) An approved annual license shall be valid for the date issued and shall expire on December 31 of each year. Each licensee shall complete a renewal application consisting of the same information required for an application and pay the annual fee for renewal of said license prior to December 31 of each year.

**Sec. 26-348. Application requirements.**

All applications shall include the following:

- (1) A survey (dated no more than 180 days prior to submission of the application to the city), certified by a registered surveyor of this state, showing a scaled drawing of the premises, the location on the premises where the applicant desires to sell any regulated product and the distance in linear feet measured from the front door of the premise where any regulated product is to be sold, to the property line of the tract upon which is located the nearest church building, school building, educational building, school grounds or college grounds, or college campus building.
- (2) The application fee.
- (3) A statement identifying the full legal name and all trade names of the business for which the license is to be used and a statement identifying the name, address, and telephone number of all persons with an ownership interest of five percent (5%) or more in said business.

- (3) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints for all persons required to sign the application to be forwarded to the Georgia Bureau of Investigation and to the Federal Bureau of Investigation, as specified under state law. Each person required to sign the application for an original license and/or renewal license, must authorize the city or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the city, its officers and employees to use such information in determining whether or not a license will be issued to the applicant. Further, the applicant must authorize the city, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled, or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute or court ruling to preclude the city from securing such criminal or civil history from any source and waives any right he, she or it may have to preclude the city from using such information publicly in determining whether the license will be issued to such applicant.
- (4) Each applicant shall certify that he or she has read, understands, and will comply with this article and if the license is granted, each licensee shall maintain a copy of this article on the premises and shall require each of the licensee's employees to be familiar with this article. Furthermore, applicant agrees, by signing and filing the application, that applicant will maintain sales receipts and records and allow any authorized public official to inspect said records to ensure compliance with this article.

Any application which is not complete or does not comply with the requirements of this section shall be rejected by the clerk's office and stand automatically denied.

#### **Sec. 26-349. Public safety commission powers and duties under this article.**

For the purposes of this article, the public safety commission is vested with the following duties and powers:

- (1) *Initial applications.* To screen, verify, investigate and review all initial applications for licenses for vape shops, to consider whether the applicant meets the applicable qualifications and requirements, and to make a recommendation to mayor and council to grant or to deny licenses for vape shops.
- (2) *Renewals.* To investigate and hear reports and charges constituting probable cause not to renew licenses for vape shops, to consider whether the applicant meets the applicable qualifications and requirements, and to make a recommendation to mayor and council to grant or to deny renewals of licenses for vape shops.
- (3) *Determinations of conduct or offenses requiring penalty, suspension, revocation or combination thereof.* To conduct hearings upon charges of the city to licensee as to the occurrence of conduct or an offense for which penalty, suspension, revocation, adjustment of operating hours, or a combination thereof is provided under this article; to cause a record and transcript of such hearing to be made and kept; and to recommend fines, suspension, or revocation, or any combination thereof, pursuant to the requirements of this article.

- (4) *Modifications.* To recommend to the mayor and council modifications to any city ordinances and policies pertaining to the regulation of vape shops.

#### **Sec. 26-350. Applications and Renewals.**

For the purposes of this chapter, the mayor and council are vested with the following duties and powers:

- (1) To grant or deny initial applications for licenses for vape shops, and to consider all recommendations of the public safety commission regarding the same.
- (2) To grant or deny all renewal applications for vape shops, and to consider all recommendations of the public safety commission regarding the same.
- (3) The initial review of all such licenses shall occur in the public safety commission; however, to the extent the public safety commission does not consider and issue a recommendation on an initial application or renewal application within 60 days of filing said application with the clerk, the mayor and council shall be authorized to grant or deny such license without a recommendation from the public safety commission.

No vape shop license shall be issued or renewed until all applicable requirements of this article have been met and said license has been approved by the mayor and council.

#### **Sec. 26-351. Inspection of licensed establishments.**

Sworn officers of the police department, code enforcement officers, and any other Authorized City Official shall have the authority to inspect establishments licensed under this article during the hours in which the premises are open for business. The City Attorney or any Authorized City Official may also require a licensee to produce books and records and may conduct or oversee an audit of the books and records of a licensed establishment at any time. Such investigations may occur from time to time to determine compliance with the requirements of this article and state law.

#### **Sec. 26-352. Location requirements.**

- (a) It shall be unlawful to establish or add a vape shop to an existing business that is:
  - (1) Within 1,000 feet of any parcel upon which a religious facility, public or private elementary or secondary school, college campus, day care facility, library, public building, fitness facility, public park, or any residence is located; or
  - (2) Within 3,000 feet of any parcel upon which another vape shop is located; or
  - (3) Within the overlay district; or
  - (4) Within the central business district (Zoning classification C-3).
- (b) For the purpose of this section, measurements shall be made in a straight line from the closest part of any structure occupied by the vape shop to the closest property line of a parcel containing a use listed in subsection (a), above.

- (c) Vape shops which are currently operating and do not comply with the distance requirements at the time of the adoption of this article shall be grandfathered in, provided that upon the sale of such business, the revocation of its license, or the failure to renew any such license, said grandfathered status shall be forfeited.

**Sec. 26-353. Disqualification generally.**

No vape shop license may be issued to an applicant under the following circumstances:

- (1) An applicant who is not at least 21 years old.
- (2) An applicant who has been convicted under any federal or state law of a felony or any misdemeanor involving the usage, distribution, or possession of controlled substances, alcohol, or offenses involving moral turpitude within a five-year period immediately preceding application. For purposes of this subsection, a "conviction" shall include any plea of guilty or admission of guilt and subsequent sentence under the First Offender Act of O.C.G.A. §§ 42-8-60, 16-13-2 or 3-3-23.1(c), or any similar sentencing provision for first time offenders of any other state or of the United States. A plea of nolo contendere for any felony or misdemeanor of any state or of the United States, or any municipal ordinance, except traffic violations, or the forfeiture of a bond (except traffic offenses) when charged with a crime is also considered a conviction under this article.
- (3) An applicant who has been held in civil or criminal contempt by any federal, state or local court if such citation indicates to the mayor and city council that the applicant will not maintain the outlet for which the applicant is seeking a license in conformity with federal, state or local laws, rules, and regulations.
- (4) An applicant who is not an officer, director, owner, or manager of the business for which the license is held.
- (5) An applicant whom the PSC or the mayor and city council determines, based upon an investigation into the applicant, the applicant's prior businesses or entities, (whether operating under the same establishment name or not) in the city or in other jurisdictions, has him or herself, or has engaged employees or agents, who have sold cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products in violation of state law or local ordinances, including but not limited to sales to minors.
- (6) The city has suspended or revoked a business license, vape shop license, or any other license issued under this code at the location where the applicant desires to operate a vape shop, within the previous 12 months for a suspension or within the previous 36 months for a revocation.
- (7) The applicant's business does not meet the requirements of this article.

**Sec. 26-354. False information.**

Any material omission or untrue or misleading information contained in or left out of an original or renewal application for a license shall be cause for the denial thereof. If any license

has previously been granted on the basis of such misleading statements or material omissions, such shall constitute cause for the revocation of the license.

**Sec. 26-355. Licenses non-transferable.**

No vape shop license shall be transferable, except upon the death of a licensee, at which time such license may be transferred to the administrator, executor, or lawful adult heir or heirs of such deceased person provided that such person meets the requirements of this article. If the legal representatives of such deceased licensee cannot meet all the requirements of this article, said license shall be revoked.

**Sec. 26-356. General regulation of business operations.**

- (a) No licensee, employee of any licensee, or other person shall sell or permit to be sold any item of non-traditional tobacco paraphernalia to any person under the age of 18 years, either directly or indirectly.
- (b) No licensee, employee of any licensee, or other person shall sell or permit to be sold any regulated product in violation of state or federal law, either directly or indirectly.
- (c) Each licensee shall maintain their entire inventory of regulated products in an area behind the sales counter where patrons of the licensee may not handle such products without first interacting with an employee of the licensee. Specifically, upon request to see any regulated products, employees of the licensee shall verify that the patron requesting such product is of legal age to purchase said items. Licensee and its employees shall not allow patrons who are not of lawful age to purchase such items to enter into the area behind the sales counter where regulated products are displayed or stored.
- (d) Any license for the sale of regulated products shall be posted conspicuously in the place of business for which such license is issued.

**Sec. 26-357. Suspension, revocation, or forfeiture of license.**

- (a) Any suspension, revocation, or forfeiture of a license by the mayor and city council shall occur only after notice and opportunity for a hearing and upon the following occurrences:
  - (1) Any licensed outlet that is found to be in violation of this article.
  - (2) Every vape shop license issued by the city shall be immediately revoked in case of bankruptcy, receivership, or levy of legal process.
  - (3) Except as provided for transfers under section 26-355 above, any change in the ownership of any entity owning a licensed outlet shall result in immediate revocation of any license issued to such entity.
  - (4) All licensees must, within six months after the approval of said license, open for business the outlet referred to in the application for license, and begin the sale of the product or products authorized by the said license. Failure to open the outlet and begin the sales referred to within the six-month period, shall result in immediate revocation of the license and no refund of any fees paid pursuant to this article shall be made.

- (5) Any licensee who shall for a period of three consecutive months cease to operate the business and sale of the product or products authorized in the said license, shall, after said three months period, result in immediate revocation of the license and no refund of any fees paid pursuant to this article shall be made.
  - (6) A license may be immediately suspended or revoked by the mayor and city council upon learning that a licensee furnished fraudulent or untruthful information in the application for a license, or omits information required in the application for a license, or fails to pay all fees, taxes, or other charges imposed under the provisions of this code.
  - (7) Whenever the state shall revoke any permit or license to sell alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia, as is or may become applicable, the city license shall thereupon be immediately revoked.
  - (8) Failure to provide books and records requested as a part of any investigation or audit into compliance with this chapter shall result in revocation of the license.
  - (9) A license shall be immediately revoked if it is determined that regulated products have been sold or distributed by the licensee during any period of suspension.
  - (13) It shall be a violation of this article for any licensee or any employee or agent of the licensee or licensed establishment to permit any person to engage in any activity on the premises for which the license is issued or within the place of business, which is in violation of the laws or regulations of any federal, state, county, or municipal governing authority or regulatory agency. A violation of this subsection shall subject the license to immediate suspension or revocation.
  - (14) An act or omission of a licensee which constitutes a violation of federal or state law or regulation, relating to the sale of alcoholic beverages, taxes, gambling, violation of the Georgia Controlled Substances Act, or constitutes a crime of moral turpitude, shall subject the license to immediate suspension or revocation.
- (b) The city clerk shall notify the licensee of any charge of conduct or offense subject to penalty, suspension or revocation or any combination thereof. If the potential sanction is suspension or revocation the notice shall also state the place and time the public safety commission will hear the charges against the licensee. The notice may also contain such additional information, as the city clerk may deem appropriate. The notice shall be delivered to the licensee at least five days prior to the hearing date by personal delivery, first class mail addressed to licensee at the address contained in licensee's license application, or by posting the notice on the front door of the licensed premises. In the case of delivery by first class mail the notice shall be deemed delivered two days after being deposited into the US mail properly addressed and with adequate postage.
- (c) Unless waived by the licensee, the public safety commission shall conduct a hearing on any charge against a licensee alleging conduct or offense that is subject to a suspension or revocation, at its next regularly scheduled meeting, but not later than 60 days from the date of notice to the licensee unless a continuance is granted at the request of the city or the licensee.

The public safety commission shall have the discretion to call a special meeting to conduct a meeting or to reschedule or continue any hearing upon the request of the city or the licensee. The licensee shall be allowed to appear at said hearing and to present evidence and cross-examine witnesses. Upon hearing evidence from the city and licensee, if the licensee shall present any evidence, the public safety commission shall, no later than 30 days after the hearing, either dismiss all or some the charges against the licensee and/or, make a finding that a violation has occurred as to all or any one of the charges. If a violation is found to have occurred, the public safety commission shall make a recommendation to the mayor and council consistent with the provisions of this article. The City Attorney, or the City Attorney's designee, shall represent the City in all such public safety commission hearings.

(d) The mayor and council shall perform an on-record review of the hearing record before the public safety commission unless the licensee waives said review. The mayor and council shall determine from the hearing record whether there is sufficient evidence to support the finding of the public safety commission. The licensee shall not be permitted to present additional evidence or arguments before the mayor and council. If the on-record review concerns a revocation recommendation, then upon a finding by the mayor and council that sufficient evidence exists to support the recommendation, the mayor and council shall revoke the license of the licensee for 60 months. Any decision of mayor and council pursuant to this subsection shall be in writing and filed with the city clerk.

#### **Sec. 26-358. Enforcement.**

- (a) Without limiting the ability to suspend or revoke a license pursuant to Section 26-357(a), any violation of this article shall also subject the licensee to the following actions upon notice and hearing:
- (1) The first violation shall result in fine of up to \$1,000 and/or a license suspension for a period of up to 60 days.
  - (2) The second violation within a consecutive 24-month period shall result in a fine of up to \$2,500 and a license suspension for a period of not less than 60 days nor more than 90 days.
  - (3) The third violation within a consecutive 24-month period shall result in license revocation.
- (b) For any licensee who is also licensed to sell alcohol in the city, any violation of this article which results in a license suspension or license revocation shall also result in a 60-day suspension of said licensee's alcohol license in addition to any other penalty which may be levied pursuant to Chapter 6 of this Code.

#### **Sec. 26-359. Limitation on number of licenses.**

- (a) No license shall be issued for a vape shop unless the number of active vape shop licenses is less than one license per two thousand five hundred (2,500) people residing within the corporate limits of the City of Dalton according to the most recent United States Decennial Census.



- (b) Notwithstanding any other provision of this section, any business which operates as a vape shop at the time of enactment of this article may apply for and be granted a vape shop license.
- (c) When an additional license for a vape shop becomes available as a result of population growth or attrition of current licenses, the city shall announce the availability of an additional license and the time for receipt of applications for said license, which time shall not be less than 30 days. All applications received during the application time shall be evaluated and approved provisionally pursuant to the process for all other vape shop licenses set forth in this code; however, such approval shall be subject to the limitations set forth in this section, and no license shall issue until the process described in this section is complete. An applicant shall then be chosen to receive a vape shop license via lottery from the pool of provisionally approved applicants.
- (d) The limitations set forth in this section shall be in addition to and not in lieu of all other requirements specified in this article for a vape shop license.

**Secs. 26-360 – 26-399. Reserved.**

**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 and parts of ordinances in conflict with this ordinance are 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 \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

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

# Dalton Police Department Outdoor Range Proposal

# Purpose of the Proposal

The Dalton Police Department is proposing to build an outdoor firearms training facility on city-owned property located off of Pleasant Grove Dr.

This site was previously purposed as an inert landfill several years ago. Currently, Dalton Public Works uses portions of this area to store mulch, vegetative debris, etc.

This facility will provide the department with the ability to meet its training needs with less dependence on other agencies and their facilities.

# Proposed Location

- ▶ City-owned property
- ▶ Located off of Pleasant Grove Drive
- ▶ Currently being used by Public Works for brush collection and other projects
- ▶ DPD currently uses it for Physical Fitness Testing
- ▶ In the area of Raisin Woods Bicycle Park
- ▶ Range would be positioned on the Southeast corner of this property
- ▶ Safe orientation
  - ▶ Range faces north/northeast



# Current Limitations

- ▶ We currently use the Whitfield County Sheriff's Office's range
- ▶ This dependence limits our officers' access to a training site
- ▶ Scheduling is time-consuming, inconsistent, and sometimes unavailable
- ▶ This range is used by multiple agencies, which limits availability
  - ▶ WCSO, Dalton PD, Varnell PD, Cohutta PD, Tunnel Hill PD, DSC Police, Ringgold PD, GSP, FBI
- ▶ This causes delays in officer training and readiness
- ▶ Unable to adequately train in low-light settings

# Comparing Other Cities

- ▶ Dalton is often compared to other similar cities to evaluate and determine what resources are necessary to effectively support our operations and provide the best service possible to the community
- ▶ Cities like Gainesville, Rome, Marietta, and Valdosta have their own dedicated firearms training facility
- ▶ This provides greater training flexibility and frequency
- ▶ Dalton lacks this advantage





# Initial Construction Plan

- ▶ 50-yard pistol range with 12 lanes and dual targets for each lane
- ▶ Static targeting system
- ▶ 160-yard rifle range
- ▶ 270-degree berms on both ranges and natural backstop for safety
- ▶ Small building and two shelters
  - ▶ Storage of targets, stands, and equipment
  - ▶ Shelter from weather for students
  - ▶ Seating for rest and observation
  - ▶ Adequate restroom facility for students



# Initial Construction Plan cont.



# Down-range Concerns

- ▶ Nearest structure - 1500 feet
- ▶ Nearest down-range structure - approximately 2000 feet
- ▶ Berm walls will be built to 18-20 feet high on all sides.
- ▶ Ballistics and trajectory calculations show the weapons and ammunition used by the department present little to no concern to down-range structures.





# Other Local Ranges

- ▶ Whitfield County Sheriff's Office
  - ▶ Distance to nearest structure - 1360 feet
  - ▶ Down range distance much further



- ▶ Murray County Sheriff's Office
  - ▶ Distance to nearest structure down-range - 276 feet



# Other Local Ranges cont.

- ▶ Polk County Sheriff's Office

- ▶ Distance to nearest structure down range - 833 feet
  - ▶ Nearest structure - 270 feet



- ▶ Rome Police Department

- ▶ Nearest down range structure - 498 feet



# Sound Concerns

- ▶ Decibel readings were measured at several nearby locations while conducting controlled firearms testing at the proposed site.
  - ▶ Oak View Dr. (county location east of property) - Highest reading was 75 dB, which is comparable to a noisy restaurant.
  - ▶ Hammond Creek Middle School - Highest reading was 54 dB, which is comparable to normal conversation. Principal Heather Lawson presented no concerns when approached about this project.
  - ▶ North side of property (near Raisin Woods trails) - Highest reading was 83 dB, which is comparable to heavy traffic.
  - ▶ West side of property (near Raising Woods trails) - Highest reading was 71 dB, which is comparable to a noisy restaurant.
- ▶ It is important to note that the addition of berm walls will provide sound absorption and displacement.

# Lead Concerns

- ▶ EPA requires a plan to be in place to remove lead from the soil at regular intervals, usually around 10 years.
- ▶ Lead, if recycled or reused, is considered a scrap metal and is, therefore, excluded from hazardous materials regulations.
- ▶ There are companies that will remove the lead for free; their income comes from the recycling of the lead.

# Safety Enhancements & Precautions

- ▶ Range designed for safety and containment
  - ▶ 18-20 feet side berm
  - ▶ 18-20 feet backstop
- ▶ Fencing and signage to restrict access
- ▶ Live-fire warnings clearly posted
- ▶ Control access with designated entry points
- ▶ Supervision by certified firearms instructors
- ▶ Provide emergency response equipment

# Obstacles

- ▶ Power
  - ▶ Electricity is already on site but would have to be extended to the range location
  - ▶ Access to electricity will provide an opportunity to install cameras for monitoring.
- ▶ Water
  - ▶ Water is also on site, but would need to be extended to the range location
- ▶ Sewer
  - ▶ Sewer is not available at this location, so septic would be the only option



# Cost Estimates

- ▶ Public Works has agreed to assist with earthmoving to build the berms.
- ▶ Public Works may also be able to assist with other aspects of the project.
- ▶ Two covered shelters - \$12,000
- ▶ Cinder block building - \$10,000
- ▶ 8' chain-link fence around the entire structure - \$150,000

# Benefits

- ▶ Guarantees access for training
- ▶ Supports frequent and consistent training, as well as training program flexibility
- ▶ Facilitates advanced and scenario-based training
- ▶ Enables control over training environment
- ▶ Boosts morale and professionalism
- ▶ Serves as a recruitment and retention tool
- ▶ Reduces liability through training preparedness

# The Future

- ▶ Host regional training courses and qualifications
  - ▶ This will bring people in from across the state
- ▶ Support department programs, such as Citizens' Academy
- ▶ Expand the training facility capabilities over time



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

1/5/2026

### AGENDA ITEM

Oaths of Office

### DEPARTMENT

Administration

### REQUESTED BY

Andrew Parker

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

N/A

### FUNDING SOURCE IF NOT IN BUDGET

N/A

### PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Oath of Office for Councilmembers Nicky Lama and Steve Farrow

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## OATH

I, **Nicky Lama**, a citizen and elected official of Dalton, Georgia, and the recipient of public funds for services rendered as an elected official, do hereby solemnly swear and affirm that:

- (1) I am not the holder of any unaccounted for public money due the State of Georgia, or any political subdivision or authority thereof;
- (2) I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding;
- (3) I am otherwise qualified to hold the office to which I was elected according to the Constitution and the laws of the State of Georgia;
- (4) I will support the Constitution of the United States and of this State; and
- (5) I have been a resident of the City of Dalton for the time required by the Constitution and the laws of this State to qualify for the position to which I was elected.

This 5<sup>th</sup> day of January, 2026.

---

**Nicky Lama**

**Sworn to and subscribed before  
me this 5<sup>th</sup> day of January,  
2026.**

---

**NOTARY PUBLIC**

**{SEAL}**

## OATH

I, **Steve Farrow**, a citizen and elected official of Dalton, Georgia, and the recipient of public funds for services rendered as an elected official, do hereby solemnly swear and affirm that:

- (1) I am not the holder of any unaccounted for public money due the State of Georgia, or any political subdivision or authority thereof;
- (2) I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding;
- (3) I am otherwise qualified to hold the office to which I was elected according to the Constitution and the laws of the State of Georgia;
- (4) I will support the Constitution of the United States and of this State; and
- (5) I have been a resident of the City of Dalton for the time required by the Constitution and the laws of this State to qualify for the position to which I was elected.

This 5<sup>th</sup> day of January, 2026.

---

**Steve Farrow**

**Sworn to and subscribed before  
me this 5<sup>th</sup> day of January,  
2026.**

---

**NOTARY PUBLIC**

**{SEAL}**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER 15, 2025

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Nicky Lama and Steve Farrow, Assistant City Administrator Todd Pangle and City Attorney Jonathan Bledsoe. Council members Dennis Mock and Tyree Goodlett and City Administrator Andrew Parker were absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Councilmember Lama, second Councilmember Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

PUBLIC COMMENTARY

There were no Public Comments

STAFF REPORTS

There were no Staff Reports

SPECIAL RECOGNITION - DPRD STATE SOCCER AND VOLLEYBALL CHAMPIONS

Recreation Athletics Manager Victor Rodriguez presented Certificates of Achievement to the players of both the soccer and volleyball teams. He congratulated each team member for earning the titles of 2025 GRPA 12U Soccer State Champions and 2025 GRPA 12U Volleyball State Champions, respectively.

MINUTES

The Mayor and Council reviewed the Work Session Notes of December 1, 2025. On the motion of Councilmember Farrow, second Councilmember Lama, the notes were approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

The Mayor and Council reviewed the Regular Meeting Minutes of December 1, 2025. On the motion of Councilmember Farrow, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

The Mayor and Council reviewed the Special Called Meeting Work Session Minutes of December 8, 2025. On the motion of Councilmember Farrow, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

SECOND READING ORDINANCE 25-24 – REZONING REQUEST OF WAYNE BURGESS

Assistant City Administrator Todd Pangle presented a Second Reading of Ordinance 25-24 a request from Wayne Burgess to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 913 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-028). Pangle stated the plan is to demolish the old single-family house and build a duplex. Pangle further stated the Planning Commission gave a unanimous favorable recommendation. On the motion of Councilmember Farrow, second Councilmember Lama, the Rezoning request was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

RENEWAL OF (2) 2026 ALCOHOL APPLICATIONS WITHOUT CHANGES

Assistant City Clerk Gesse Cabrera presented the following renewal alcohol applications without changes:

- FAMILY DOLLAR #20036 1210 E. MORRIS ST.
- JIM'S LIQUOR 1507 E. WALNUT AVE

On the motion of Councilmember Lama, second Councilmember Farrow, the applications were approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

REVIEW OF PUBLIC SAFETY COMMISSION HEARING DECISION REGARDING ALL AMERICAN ENTERTAINMENT, LLC D/B/A BIG TIME BILLIARDS

Assistant City Administrator Todd Pangle reported that the Public Safety Commission determined A Big Time Billiard to be in violation of the Alcohol Beverage Code due to sales to underage individuals. The Commission recommended a \$1,000 fine, as outlined in the ordinance, along with payment of court costs, including court reporter fees, incurred as a result of the violator's request for a hearing. Upon a motion by Councilmember Farrow, seconded by Councilmember Lama, the Council unanimously approved the recommendation from the Public Safety Commission. Mayor Sams, Councilmember Lama, and Councilmember Farrow voted in favor.

CHEROKEE MECHANICAL CHANGE ORDER #3 FOR CITY HALL HVAC PROJECT

Assistant City Administrator Todd Pangle presented Change Order #3 from Cherokee Mechanical to insulate buffer tank by stripping insulation and fab cloth from tank and reinsulate with 1" elastomeric foam at a cost of \$3475.00. On the motion of Councilmember Lama, second Councilmember Farrow, the Change Order was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

FIRST AMENDMENT TO LEASE WITH THE EMERY CENTER, INC.

Assistant City Administrator Todd Pangle presented the First Amendment to the Lease with the Emery Center, Inc. Pangle stated the amendment simply extends the previous lease with no changes. Pangle additionally stated the lease is for (2) years and will expire December 31, 2027. On the motion of Councilmember Farrow, second Councilmember Lama, the amendment was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.



**RESOLUTION 25-26 EXTENDING THE MORATORIUM ON THE OPENING OF CERTAIN BUSINESSES**

Assistant City Administrator Todd Pangle presented Resolution 25-26 Extending the Moratorium on the Opening of Certain Businesses until March 31, 2026. Pangle stated it is a large undertaking and the request is for additional time for completion. On the motion of Councilmember Farrow, second Councilmember Lama, the Resolution was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

**RESOLUTION 25-27 AUTHORIZING MUNICIPAL PROPERTY EASEMENT**

Assistant City Administrator Todd Pangle presented a Resolution 25-27 authorizing a Municipal Property Easement. Pangle stated the property in question is located in Toombs County and is city-owned, under the control of Dalton Utilities. Pangle continued, stating the city holds a partial ownership in partnership with Georgia Power. Pangle explained that Georgia Department of Transportation (DOT) is conducting bridge work on adjacent land and has requested a driveway easement to improve access to their worksite. On the motion of Councilmember Lama, second Councilmember Farrow, the Resolution was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

*Note: Request was Approved by the Water, Light & Sinking Fund Board and Georgia Power, a co-owner of the property.*

**RESOLUTION 25-28 ADOPTING COST OF LIVING ADJUSTMENT FOR CERTAIN PENSION PLAN BENEFICIARIES**

Assistant City Administrator Todd Pangle presented Resolution 25-28 adopting a Cost of Living Adjustment for Certain Pension Plan Beneficiaries. Pangle stated this will be a one percent cost of living for our retirees and will be applicable to all retirees who retired prior to January 1st of 2024 which will be effective January 1, 2026. On the motion of Councilmember Lama, second Councilmember Farrow, the Resolution was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Lama and Farrow voted aye.

**ANNOUNCEMENTS**

City offices will be closed Thursday, December 25, 2025 and Friday, December 26, 2025 for the Christmas holidays and Thursday, January 1, 2026 for New Year's Day. The next Mayor and Council meeting will be held Monday, January 5, 2026.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Lama, second Councilmember Goodlett the meeting was adjourned at approximately 6:21 p.m.

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Bernadette Chattam  
City Clerk

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Annalee Sams, Mayor

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



# MAYOR COUNCIL AGENDA REQUEST

## MEETING TYPE

**Mayor & Council Meeting**

**MEETING DATE JANUARY 5, 2026**

## AGENDA ITEM

**Certification of Consistency with Consolidated Plan**

## DEPARTMENT

**Finance**

## REQUESTED BY

**Cindy Jackson**

## REVIEWED/APPROVED BY CITY ATTORNEY?

**No**

**COST NA**

## FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

**CITY REVIEW OF APPLICATIONS FOR FEDERAL FUNDING BY THE SALVATION ARMY, DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION, AND THE CITY OF REFUGE TO DETERMINE IF CONSISTENT WITH THE OBJECTIVES OF THE CITY'S CONSOLIDATED PLAN. THE APPLICATIONS ARE CONSISTENT WITH THE OBJECTIVES OF THE CITY'S CONSOLIDATED PLAN AND RECOMMENDATION TO CERTIFY.**

## PHONE

706-278-9500

## WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

## ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

**Certification of Consistency with the Consolidated Plan**

**U.S. Department of Housing and Urban Development**

OMB Number: 2501-0044  
Expiration Date: 2/28/2027

**Public Reporting Burden Statement:** This collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

I/We, the undersigned, also certify under penalty of perjury that the information provided below is true, correct, and accurate.  
Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

I/We, the undersigned, certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. (Complete the fields below.)

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

Name of Certifying Jurisdiction: City of Dalton, Georgia

Certifying Official of the Jurisdiction

Name: Annaliese Sams

Title: Mayor

Signature:

Date:

**Certification of Consistency with the Consolidated Plan (attachment)  
City of Dalton**

<b><u>Applicant Name</u></b>	<b><u>Project Name</u></b>	<b><u>Location of the Project</u></b>	<b><u>Name of Federal Program to which applicant is applying</u></b>
City of Refuge Dalton, Inc.	Pathways to Recovery SSO Standalone	416 S. Glenwood Ave. Dalton, GA 30721	HUD Continuum of Care (CoC) Program - <b>NEW</b> Application
Georgia Housing and Finance Authority (GHFA)	Dalton Whitfield CDC S+CR_C	1309 Georgian Pl., Dalton, GA 30720	HUD Continuum of Care (CoC) Program - Renewal Application
The Salvation Army Dalton Corps.	Salvation Army Dalton Transitional Housing Program	1109 N. Thornton Ave. Dalton, GA 30720	HUD Continuum of Care (CoC) Program - <b>NEW</b> Application

## Cindy Jackson

---

**From:** Rick Heermans <Rick.Heermans@dca.ga.gov>  
**Sent:** Friday, December 12, 2025 3:46 PM  
**To:** Cindy Jackson  
**Cc:** rfincher; grants@cityofrefugeatl.org; Leah.Spuhler@uss.salvationarmy.org; Sebastian.Arroqui@uss.salvationarmy.org; David.Fuller@uss.salvationarmy.org; Tina Moore; BoSMonitoring; Libby Tyre; Danielle Jordan; Melodie Brady  
**Subject:** Certification of Consistency Needed-City of Dalton

Good Afternoon All,

We hope everything is going well with your agencies and in your community. The reason I am emailing you all is that we are currently working on the State's 2025 Continuum of Care Application with HUD for the homeless programs. As in years past, HUD has asked each Continuum of Care to include all projects for each Consolidated Plan jurisdiction onto one Certification of Consistency form.

Attached is a Certification of Consistency form for the State's 2025 Continuum of Care Application for the projects designed to serve the City of Dalton. Some of the funding priorities at the federal level have changed this year so you may note some differences from the proposals submitted in years past under this NOFO. This year there are a total of three projects as noted below and also in the second attachment. Those include one renewal Permanent Supportive Housing (PSH) project, one new Transitional Housing (TH) project, and one new Supportive Services Only (SSO) project.

I am cc'ing staff members of Dalton-Whitfield CDC, City of Refuge Dalton, and the Salvation Army Dalton Corps to let them know that I have sent this to you. This way they will know that they may need to submit additional project information to your office for review upon request. By now, some of you may have heard that HUD has put the annual CoC competition on hold with no timetable provided as to when it may resume. The BoS CoC plans to continue our process, and our review teams are now scoring and ranking all of the applications. We intend to continue moving forward so that we will be prepared for whenever the competition reopens. To that end, we still need to get the signed Certification of Consistency from the City.

Once the Certification is signed, please scan & email it back to me at [rick.heermans@dca.ga.gov](mailto:rick.heermans@dca.ga.gov). Please return this to me by December 31st if possible and let us know if you need anything else regarding this request or if you have any questions.

Thanks,  
Rick Heermans

<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>
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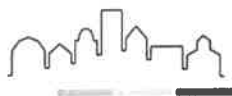
City of Refuge Dalton, Inc.	Pathways to Recovery SSO Standalone	416 S. Glenwood Ave. Dalton, GA 30721	HUD Continuum of Care (CoC) Program - <b>NEW</b> Application
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Georgia Housing and Finance Authority (GHFA)	Dalton Whitfield CDC S+CR_C	1309 Georgian Pl., Dalton, GA 30720	HUD Continuum of Care (CoC) Program - Renewal Application
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The Salvation Army Dalton Corps.	Salvation Army Dalton Transitional Housing Program	1109 N. Thornton Ave. Dalton, GA 30720	HUD Continuum of Care (CoC) Program - <b>NEW</b> Application
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**GEORGIA DEPARTMENT  
of COMMUNITY AFFAIRS**

*Learn more about our commitment to [fair housing](#).*



**Rick Heermans**  
Continuum of Care Assistant  
[dca.georgia.gov](http://dca.georgia.gov)



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

1/5/2026

### AGENDA ITEM

TextCare Service Agreement

### DEPARTMENT

Human Resources

### REQUESTED BY

Haliyma Jones

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

Cost approved through the City's 2026 Budget Hearing for Health Insurance

### FUNDING SOURCE IF NOT IN BUDGET

N/A

### PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Human Resources is seeking approval to enter into an agreement with Med Investors Development LLC, doing business as One to One Health, also known as "TextCare," to provide services to eligible employees for the 2026 Health Insurance plan year. The cost of these services has already been incorporated into and approved as part of the 2026 Health Insurance budget.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722



## **SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is made as of the 1st day of January, 2026 ("Effective Date") between **City of Dalton** with its principal place of business at 300 W Waugh Street, Dalton, GA 30720, ("Client"), and **Med Investors Development LLC, dba One To One Health**, having its principal place of business at 1110 Market Street, Suite 502, Chattanooga, TN 37402 ("One To One") (individually a "Party" and collectively "Parties"), whereby One To One agrees to provide to Client the services described below, subject to the following terms and conditions:

### **1. STATEMENT OF WORK**

A. **Description** – Subject to the terms of this Agreement, One To One shall provide the personnel and such tools, supplies and equipment as may be reasonably and ordinarily required to operate, manage and administer virtual primary care services for the benefit of Client eligible employees and those residing in their household ("Participants") as more fully described in the project description and Statement of Work attached hereto as **Schedule A** (the "Services"). One To One shall arrange for physician(s) (including any Physician Services Provider, as defined herein), nurse practitioner(s), physician assistant(s), nurses, care managers, and/or medical assistants ("Medical Professionals") to provide the Services that constitute medical services, including, but not limited to telehealth, primary care, and/or care navigation (collectively, the "Medical Services"). One To One shall arrange for its employees or independent contractors (the "Management Personnel", and together with the Medical Professionals, the "Personnel") to provide the Services that are not Medical Services (collectively, the "Management Services"). Personnel shall perform the Services primarily in a remote setting, but also on premises as designated by Client and described on **Schedule A** attached hereto. Client and One To One may revise, amend, alter, modify, add or extend the Services from time to time by mutual written agreement.

#### **B. Pricing:**

- i. One To One shall bill client directly for amounts owed. Client shall compensate One To One, within thirty (30) days from receipt of invoice, for the Management Services in accordance with the pricing schedule attached hereto as **Schedule B**. Client can choose to establish and utilize ACH online banking for payment transfer method. One To One shall be entitled to be paid interest at one and a half percent per month for any undisputed amount that is past due after 120 days. In the event of non-payment following thirty (30) days after interest begins to accrue, One To One shall provide thirty (30) days' notice to Client, at which time if full payment of all undisputed amounts is not paid at the end of said period, One To One shall be entitled to immediately suspend performance or terminate this Agreement in accordance with **Section 3** of this Agreement. Such termination does not relieve Client of its obligations to remit payment for all outstanding amounts plus accrued

interest and of Client's liability for any other expenses, including without limitation, collection costs.

- a. All invoices to Client will be sent from either [billing@121.health](mailto:billing@121.health) or [quickbooks@notification.intuit.com](mailto:quickbooks@notification.intuit.com) with a subject line of "Invoice xxx from One to One Health". Please add these addresses to your email server so invoices do not go to spam.
  - i. Client Accounts Payable Contact Name:
  - ii. Client Accounts Payable Email:
- b. Should Client have any questions regarding an invoice, please reach out to either your business contact or [billing@121.health](mailto:billing@121.health).

C. Services Requirements - All Services will be performed in accordance with the terms of this Agreement and applicable exhibits, by trained, properly credentialed and supervised Personnel in accordance with industry standard practices and all applicable laws and regulations as mandated by the federal government, state government or any local authority having jurisdiction over the Services and Personnel. One To One agrees to take all commercially reasonable steps to correct any deficiencies in the Services. All work performed by One To One shall be performed in compliance with all applicable federal, state and local safety laws, regulations and ordinances. One To One further agrees to comply with all applicable Client policies governing Services as posted on Client's website or as provided to One To One. Client agrees to provide at least thirty (30) days' notice to One To One of any changes to its policies that impact the Services.

D. Term - This Agreement shall be effective upon the mutual agreement of both parties. The date that the Services begin is the Commencement Date. The Agreement shall continue for a period of one (1) year and automatically renew for subsequent one (1) year periods unless terminated by either Party providing written notice one hundred and twenty (120) days prior to the expiration of the then current term.

E. Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to One To One or pay for any outstanding invoice(s) for the period prior to such expiration or termination and shall not affect the obligation of One To One to provide quarterly reports for the period prior to the effective date of such expiration or such termination. In addition, upon the expiration or termination of this Agreement, One To One shall use its commercially reasonable efforts to cooperate in the transition of the Program to any successor Program provider (including, but not limited to, making employee medical records reasonably available to any successor in accordance with federal and state law).

## 2. PERSONNEL

A. One To One's Responsibility; Legal, Wage and Tax – One To One hereby assumes all legal responsibility as the employer or contractor of the Personnel for the performance of the Services, including responsibility for payment of compensation due such Personnel and compliance with all applicable Federal, state, and local tax requirements.

**B. Quality**

- i. All Personnel selected by One To One to perform Services shall possess sufficient useful skills and experience as to be able to perform such Services, from said Personnel's initial date of involvement, in accordance with the applicable standard of care and in a competent and professional manner. One To One and all Personnel shall comply with all applicable local, state, and federal laws, rules and regulations in the delivery of the Services.
- ii. One To One shall contract with and ensure that each Medical Professional is obligated to meet the following criteria during the term of this Agreement: (a) be qualified; (b) maintain a duly issued and active license to provide the Medical Services in the relevant states whereby eligible employees of the Client reside; (c) be in good standing with his or her profession and state professional association; (d) not be subject to any license restriction, revocation, or suspension; and (e) and shall not be convicted of a felony. Notwithstanding anything to the contrary in this Agreement, each Medical Professional shall determine his or her own means and methods of providing the Medical Services, and nothing herein shall interfere with, influence, or direct such Medical Professional's medical judgment.
- iii. In the event that any Medical Professional does not meet the criteria in Section 2(B) (ii) during the term of this Agreement, One To One shall promptly replace such Medical Professional with another Medical Professional that does meet such criteria.

- C. Equal Employment Opportunity – One To One agrees to enact and maintain a policy to employ, train, reward and promote Personnel based on the requirements of their respective jobs and their ability to perform their jobs. This policy shall be implemented without regard to race, color, religion, national origin, sex, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era. One To One further agrees to comply with all applicable federal, state and local equal employment opportunity laws and regulations including Title IV of the Civil Rights Acts of 1964, Executive order 11246, and, to any applicable provisions set forth in the HIPAA regulations found at 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.4, 41 C.F.R. 60-741.4, 41 C.F.R. 60-1.8 and 41 C.F.R. 1-12803.10.

**4. SUPERVISION**

One To One shall efficiently and adequately supervise the performance of the Personnel who provide or contribute to the provision of Services. The right and duty to make work assignments, to correct deficient performance, and to effectuate all other aspects of its supervisory responsibility hereunder shall at all times remain with One To One.

## **5. PERMITS AND LICENSES**

- A. One To One's Obligation – One To One shall obtain all necessary permits, licenses and certifications necessary for the performance of the Services. One To One will observe and abide by all applicable laws, regulations, ordinances and other rules of the federal, state, or local authority where the work is done, or any other duly constituted public authority.
- B. Laws – One To One shall comply with all federal, state and local laws, regulations, executive orders and the like, including those regarding employment, age, citizenship, hours, wages, withholding and conditions of employment affecting the Services covered by this Agreement.
- C. Practice of Medicine – The Parties understand and agree that the Scope of Work pursuant to this Agreement may include or may be in the future amended to include One To One's arrangement for the provision of Services by one or more licensed physicians who will examine and/or treat patients onsite or remotely or will directly supervise the provision of Services by nurses, nurse practitioners or other allied health care personnel, as required by applicable medical practice acts or other laws. If applicable law prevents or makes it inadvisable for One To One to directly employ a physician to provide services required to be performed by a physician under this Agreement, or in the event that One To One deems it advisable in its sole discretion, One To One may, for purposes of providing Services pursuant to the terms of this Agreement, enter into a subcontract or similar relationship with one or more physicians, professional corporations or other entities ("Physician Services Provider") duly authorized to practice medicine. Such subcontracting costs, if any, shall be at no additional cost to Client. One To One shall require all Physician Services Providers to agree to all terms and to perform all obligations under this Agreement related to the providing Personnel and Services.

## **6. INDEMNIFICATION**

- A. One To One shall defend, indemnify and hold harmless Client and its owners, employees, and agents ("Indemnified Parties") against any loss, damage, expense, or cost, including reasonable attorney's fees ("Liabilities"), arising out of any direct claim or any third party claim, demand, action, suit, investigation, arbitration or other proceeding by a third party resulting from or relating to any breach of any duty, representation, or warranty of this Agreement and any act or omission by any Personnel; provided, that such indemnification obligations will not apply to any Liabilities arising from or the result of the acts of omissions of an Indemnified Party.
- B. If a Party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party, as a condition precedent hereto, shall give the other Party (the "Indemnifying Party") prompt written notice of such Action. Such

notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall have the sole right to settle and/or to defend any Action with counsel of the Indemnifying Party's choice reasonably acceptable to the Indemnified Party. Any Indemnified Party shall have the right to participate in the defense of any Claim with counsel of its choice at its own expense. Any compromise or settlement of an Action shall require the prior written consent of both Parties hereunder, such consent shall not be unreasonably withheld, delayed or conditioned.

## **7. INSURANCE**

- A. One To One shall carry, during the term of this Agreement at the expense of One to One Health, at least the following minimum insurance:
- i. Statutory Workers' Compensation as required by statute, to include a waiver of subrogation.
  - ii. Employer's Liability Insurance with minimum limits of \$500,000 per accident and shall name Client as an additional insured.
  - iii. Comprehensive General Liability \$1,000,000 per occurrence bodily injury and property damage with a \$5,000,000 general aggregate. Policy shall name Client as an additional insured, shall include a waiver of subrogation in favor of Client, and coverage should stipulate it is primary and not contributing to any insurance incidentally carried by Client.
  - iv. Professional Liability Insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Tennessee.
  - v. Directors and Officers coverage with minimum limits in the amount of \$1,000,000 per claim/loss with an annual aggregate of \$3,000,000.
- B. One To One shall furnish to Client upon request certificate(s) properly executed by its insurance carrier showing that all insurance is in full force and complies with the requirement of this Agreement.
- C. One To One shall insure that any Medical Professionals who perform Medical Services hereunder shall have medical malpractice insurance coverage in amounts the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Tennessee.
- D. In the event that any Medical Professionals are engaged by One To One to perform any Services hereunder, One To One shall ensure that each such Medical Professional

maintains the required types and amounts of insurance coverage as set forth in this Agreement.

- E. Upon expiration or termination of this Agreement, One to One agrees to obtain two years continuous liability insurance or “tail” coverage (whichever is more cost effective) for all acts or claims of omission or negligence which may be brought at any time against any Personnel during the term of this Agreement and any extension, as provided by the insurance company or companies providing liability insurance to One To One and/or individual medical services providers who have provided Services pursuant to this Agreement.

## **8. CONFIDENTIALITY AND NON-USE**

- A. Confidential Information Defined – In order to provide Services hereunder, One To One and/or Client may be furnished with, receive, or otherwise have access to information and materials that are considered to be confidential and/or proprietary to the other Party (“Confidential Information”). Confidential Information includes all information, in any form, furnished or made available directly or indirectly to each Party orally or in writing that relates in any way to the other Party; their respective existing or former employees or Participants; existing, former or potential customers; or other third parties with whom that Party has a business relationship. Without limiting the generality of the foregoing, the identity of One To One’s affiliated physicians and/or programs, One To One’s costing and pricing data and means and methods of business operations are confidential and proprietary. Therefore, each Party shall maintain any and all such information and information transmitted to or otherwise acquired as a result of performing its Services under this Agreement, in confidence, without disclosing same to any third party unless having the prior written permission of Client or One To One, as the case may be, or unless disclosure is required pursuant to the Georgia Open Records Act or other legal requirement. All information received, developed or otherwise acquired during or because of the course of performing the Services under this Agreement is presumed to be confidential. Confidential Information will include medical records or information pertaining to the diagnosis or treatment of any patient, provided that any medical records or Protected Health Information as defined by Federal Law under HIPAA shall not be deemed Confidential Information of Client, nor shall Client have any right to review or access such information except as provided by law. Confidential Information will also include any information that should reasonably be considered to be confidential and/or proprietary to a Party in the normal course of business.
- B. For purposes of this Agreement, Personal Information shall mean information provided to One To One by or at the direction of Client, or to which access was provided in the course of One To One’s performance of the Services under this Agreement that: (i) identifies an individual (by name, signature, address, telephone number or other unique identifier) and (ii) that can be used to authenticate that individual (including, without limitation, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers). An individual’s social security number, even in

isolation, is Personal Information. Personal Information includes information about Client employees and their dependents and beneficiaries, as well as information about employees of Client's clients for whom One To One provides Services, and their dependents and beneficiaries. Any Personal Information disclosed by Client shall be considered Confidential Information.

- C. Confidential Information Exclusions – Notwithstanding any provisions of this Section to the contrary, Confidential Information will not include information that is: (i) already lawfully known by the other Party prior to receiving such information from the disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the disclosing Party and such third party rightfully acquired such information; (iv) independently developed by the other Party without reference to the disclosing Party's clients' materials; or (v) communicated to a third party with the express written consent of the disclosing Party. The foregoing exceptions do not apply to the disclosure of Personal Information, which shall not be disclosed without the prior written consent of the employee or person to whom the Personal Information pertains, unless permitted or required by law.
- D. Protection of Confidential Information - Each Party will keep and maintain all Confidential Information in strict confidence and will protect Confidential Information with at least the same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. One To One may disclose such information of Client to permitted subcontractors performing Services, provided that One To One will cause all recipients to sign a non-disclosure agreement.
- E. Required Disclosure – Nothing in this Agreement shall be construed to limit or preclude timely compliance with the Georgia Open Records Act, a lawful subpoena, or other legally required disclosures of any information including Confidential Information. If either Party is required by law to disclose Confidential Information of the other, the Party so required will give prompt advance written notice of such requirement to the other Party if practicable. Reasonable efforts will be made to provide this notice in sufficient time to allow the other Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, if practicable, and the Party required to disclose Confidential Information will cooperate in such efforts. In no event shall a Party waive any applicable exemption to disclosure under the Georgia Open Records Act without the other Party's prior written consent.

## **9. INDEPENDENT CONTRACTOR**

One To One shall be at all times be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as an independent contractor. Any provisions in this Agreement which may appear to give Client the right to direct One To One as to the details of doing the work or to exercise a measure of control over the work shall mean only that One To One shall follow the desires of Client in the results of the work. Neither One To One nor any of its employees or agents shall be considered an employee or agent of Client, nor shall any partnership, co-venture or joint employer relationship be created by virtue of this Agreement or of its performance. All persons engaged by One To One, either as employees or agents to assist One To One in the performance of this Agreement, will be of its own selection, for its own account and at its own expense. No prior course of dealing between Client and One To One shall be of any effect to modify in any respect One To One's status under this Agreement as an independent contractor.

## **10. NOTICES**

Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, or facsimile transmission addressed as follows:

If to One To One:      One To One Health, LLC  
1110 Market Street, Suite 502  
Chattanooga, Tennessee 37402  
Attn: David Kinzler (CEO)

If to Client:            City of Dalton  
300 W Waugh Street  
Dalton, GA 30720  
ATTN: Haliyma Jones, Human Resources Director

## **11. MODIFICATIONS AND AMENDMENTS**

Any changes in the provisions of this Agreement made subsequent to the execution of this Agreement shall be made by formal amendments identified as such, executed and approved in the same manner as this Agreement.



## **12. PHYSICIAN SERVICES**

Neither One To One nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or direct the provision of health services required to be provided by a licensed physician. It is agreed that One To One's role under this Agreement shall, at all times, be that of providing Management Services and overseeing the administration of Management Services under this Agreement and that any Medical Services to be provided under this Agreement shall be solely provided by and under the direction of a physician or Medical Professional.

## **13. AUDIT AND EXAMINATION: SECURITY**

### **A. Audit and Examination**

- i. During the Term and for a period of two (2) years thereafter, upon reasonable advance written notice by Client and subject to the limitations herein, One To One shall provide Client auditors with access to One To One's premises, systems and documentation as Client may reasonably request in order to verify One To One's compliance with the accuracy of bills sent pursuant to this Agreement and security of Protected Health Information.
- ii. Such audits shall (i) be performed during usual business hours and without unreasonable interruption of the business of One To One, (ii) commence on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within thirty (30) days after request therefore, (iii) be performed not more often than once per year, (iv) be performed not more than two years following the expiration or termination of this Agreement and (v) in the case of financial audits, be limited to revenues and costs directly related to this Agreement. For the purposes of determining the proper amounts payable under the provisions of this Agreement, Client's right to audit provided for in this subparagraph shall be limited to verifying time and materials supplied to Client and shall not include the right to audit or review underlying wage or cost information nor auditing the composition of any specified percent, fixed rate or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following entry into a confidentiality and non-disclosure agreement, subject to any limitations which may be imposed by applicable law.
- iii. One To One shall maintain complete and accurate accounting records in connection with Services performed and materials provided hereunder, in accordance with generally accepted accounting principles, to substantiate its charges.
- iv. In connection with its obligations under this audit section, One To One shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any audit or examination. Client shall provide One To One with a reasonable time period to complete the requests of the auditors and examiners. Client shall provide One To One

with a copy of the results from any such audit upon One To One's request.

B. Security. Notwithstanding anything to the contrary contained in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Restricted Data:

- i. One To One represents and warrants that it has and shall maintain and enforce, at all locations where services relating directly or indirectly to the Services are performed, a written comprehensive information security program containing appropriate administrative, technical and physical safeguards for the security and protection of all restricted or protected data, including but not limited to information protected by HIPAA regulations, Social Security numbers and personally identifiable information protected by State statutes or regulations ("Restricted Data"). One To One further represents and warrants that its security program is periodically reviewed and appropriate updates are implemented to address any gaps identified in its security program. One To One agrees to make its security policies and procedures available to Client upon reasonable request.
- ii. One To One represents that its written information security program and computer system security procedures that are at least (i) equal to industry standards applicable to medical clinics; and (ii) in compliance with applicable law, specifically including applicable HIPAA security requirements and the requirements of applicable State law concerning any Social Security numbers included in the Restricted Data.
- iii. With respect to any Restricted Data provided to One To One by Client, One To One expressly agrees to:
  - a. Protect the security and confidentiality of Restricted Data it receives or accesses in accordance with its information security program and this Agreement
  - b. Limit access to Restricted Data to those employees who have a legitimate business need to know the information.
  - c. Prohibit disclosure of any social security numbers included in the Restricted Data except as expressly permitted in accord with HIPAA regulations and federal and state law.
  - d. Require all of its subcontractors and agents that receive, use or have access to Restricted Data to agree in writing to implement reasonable and appropriate security safeguards to protect it and to agree in writing to the confidentiality and security requirements of HIPAA regulations and applicable federal and state laws.
  - e. Understand the requirements of applicable federal and state law concerning breaches of security and notification of disclosures of Social Security numbers and personally identifiable information, and to immediately report to Client any

security incident involving any social security numbers, and shall promptly report to Client, not less than three (3) business days, in the event of any unauthorized disclosure of or access to Restricted Data, or security breach thereof (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.), and to provide Client with all information necessary to permit Client to timely comply with the notification provisions of HIPAA and of applicable State law and any implementing rules. To the extent One To One is required to make its own notification under law concerning any Restricted Data, One To One agrees, to the extent allowable by law, to cooperate with Client regarding the notification process prior to making such notification.

- iv. If Client reasonably determines, following any requested review of One To One's security practices with respect to the Services (including in connection with a Client "technology due care assessment" or similar review), that there are any material gaps or deficiencies in such One To One security (e.g., if, with regard to One To One's security, Client has what is considered a "strong recommendation" under Client's technology review procedures as of the effective date of this Agreement), then the Parties shall work together in good faith to reach a mutual agreement by which to address such gaps or deficiencies.

- C. Unauthorized Access - One To One shall use commercially reasonable efforts and all efforts required by applicable laws and applicable industry standards to secure and defend the Services against "hackers" and others who may seek to breach the security of the Services including unauthorized access to the Services, or unauthorized modifications of the Services, and to rectify any such breaches or modifications.
- D. Testing - One To One shall periodically (at least annually) test the software code and other aspects of the Services for potential areas where security could be breached. One To One shall report to Client promptly any breaches of security (including breaches of One To One's security processes), failure to comply with Client security protocol and unauthorized modifications of, or access to, the Services to the extent that there existed a substantial probability that such breaches could have affected Client or information maintained pursuant to this Agreement.
- E. One To One shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard ("PCCIDSS") requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). A copy of current PCIDSS Requirements documentation is available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

#### **14. BUSINESS CONTINGENCY**

One To One shall maintain a business contingency plan designed to address any emergency business shutdowns, etc. and will provide such plan to Client upon request. In the event of an actual or perceived emerging issue, disaster, disruption of the Service or an outage, One To One shall (a) promptly provide Client with notice of the same and ongoing status updates. If the Services are not reinstated within reasonable recovery times, Client shall have the right to terminate this Agreement immediately upon written notice to One To One. In the event of such termination, One To One shall be relieved of its liability under this Agreement with respect to other non-performance or non-compliance under this Agreement unless One To One is guilty of negligence or other fault.

#### **15. MISCELLANEOUS PROVISIONS**

- A. The entire Agreement between the Parties with respect to the Services is expressed in the written documents, including the schedules and amendments constituting this Agreement between the Parties, and supersedes all proposals and negotiations not expressly set forth herein.
- B. Neither Party shall be liable to the other under any circumstances for incidental, consequential, indirect, exemplary or punitive damages of any kind under any theory, whether sounding in tort, contract or otherwise.
- C. This Agreement is entered into in Georgia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of Georgia. State or federal courts in Whitfield County, Georgia shall have sole and exclusive jurisdiction over the Parties and over any action arising out of or in connection with this Agreement or its breach, and such courts shall be the sole and exclusive venue for any such action.
- D. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or the respect of the performance by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial or other resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely, provided that either Party may seek injunctive or other equitable relief to prevent the disclosure of any confidential information or to address any other issue that may cause irreparable harm to the Party seeking such relief if action is not immediately taken.
- E. Headings provided in this Agreement are provided solely for the convenience of the parties and shall not in any manner affect the meaning or interpretation of this Agreement.

- F. No delay or failure of either party in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be provided in writing.
- G. Any liabilities or obligations of either Party for acts or omissions arising prior to the termination of this Agreement, or relating to Confidential Information, indemnification, limitations of liability, payments, costs and expenses, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) the expiration or earlier termination of this Agreement, shall so survive. Notwithstanding anything contained in this Agreement, each Party does not waive any right or claim that it has or may have in the future.
- H. Nothing contained in this Agreement or in any bond or certificate or policy of insurance or in any provision of any indemnity shall be construed to be a waiver by Client of any other provision of federal, state, or local law affording Client protection from or limitation of tort or other liability.
- I. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement or the date of illegality, whichever is later.
- J. Neither Party shall assign, transfer, license, or resell all or any part of its rights or interest under this Agreement without first obtaining the written consent of the other Party.
- K. One to One will provide quarterly aggregate reporting to Client which will include utilization, engagement, top diagnoses, top prescriptions, day of week visit trend, and monthly visit trend. All reporting information will be de-identified and compliant with HIPAA and applicable law.

EXECUTED by an authorized representative of each Party as of the date first above written.

**City of Dalton:**

**One To One Health:**

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

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

Name: Haliyma Jones

Name: David Kinzler

Title: Human Resources Director

Title: CEO

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

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

## **SCHEDULE A**

### **SERVICES**

**Services:** As of the Commencement Date, One To One shall provide the following services to all eligible employees and those residing in their household:

- 24/7 no-cost access to preventative health services via text message, voice, and video visits
- Coordinated referrals to high-quality specialty physicians
- Continuous provider-driven follow-up care

**SCHEDULE B**

**FEES AND PAYMENT SCHEDULE**

**MONTHLY FEE: \$10 PER EMPLOYEE PER MONTH**





## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

1/5/2025

### AGENDA ITEM

The request of Metro Investments, LLC to annex 1.0 acres located at 1822 Chattanooga Road, Dalton, Georgia at Tax Parcel 12-159-01-029 into the City of Dalton as General Commercial (C-2) Parcel (12-159-01-129)

### DEPARTMENT

Planning and Zoning

**REQUESTED BY** Ethan Calhoun

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

N/A

### FUNDING SOURCE IF NOT IN BUDGET

N/A

### PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

See the attached staff analysis and Planning Commission recommendation to approve.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## **ORDINANCE 26-01**

To Annex Certain Property of Metro Investments, LLC, Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

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

### **Section 1:**

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated 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 1<sup>st</sup> day of February, 2026.

### **Section 3.**

The acreage of the Property is approximately 1.0 acres. No streets or roads are affected by this annexation.

### **Section 4.**

The City Clerk of the City of Dalton, Georgia 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 5.**

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

**Section 6.**

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 \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

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

**EXHIBIT A**

**All that tract or parcel of land, containing 1.00 acres, lying and being in Land Lot No. 159 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:**

**Commencing at a concrete monument found marking the intersection of the north Right of Way of Chattanooga Road (U.S. Hwy. No. 41) with the west right of Way of North Dalton Bypass, said point located on a curve having a delta of 15°38'09" and a radius of 583.74 feet; thence run along said curving Right of Way for an arc distance of 159.30 feet (chord bearing of S 44°44'03" W - 158.81 feet) to a 5/8" rebar found marking the northeast corner of the herein described parcel and the Point of Beginning; thence continue along said curving Right of Way, said curve having a delta of 18°08'28" and a radius of 583.74 feet, for an arc distance of 184.82 feet (chord bearing of S 27°50'45" W - 184.05 feet) to the end of said curve; thence continue along said Right of Way S 18°09'50" W - 41.40 feet to a 5/8" rebar found; thence continue along said Right of Way, run N 71°12'25" W - 35.00 feet to a point; thence leaving said Right of Way, continue N 71°12'25" W - 159.95 feet to a 5/8" rebar found; thence run N 25°52'32" E - 239.32 feet to a 5/8" rebar found; thence run S 66°58'46" E - 194.48 feet to the Point of Beginning.**

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 \_\_\_\_\_.

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CITY CLERK  
CITY OF DALTON

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 16, 2025

**A. To hear the request of Metro Investments, LLC to annex 1.0 acres located at 1822 Chattanooga Road, Dalton, Georgia at Tax Parcel 12-159-01-029 into the City of Dalton as General Commercial (C-2) Parcel (12-159-01-129)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on December 15, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. 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 Ethan Calhoun.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis, which recommended approval of the annexation of the subject property into the City of Dalton. There were no further questions for Calhoun. With no other comments heard for or against, Chairman Lidderdale closed the public hearing at approximately 8:02 pm.

**Recommendation:**

Chairman Lidderdale sought a motion for the annexation request. Chris Shiflett made a motion to approve the annexation into the City of Dalton, and Eric Barr seconded. There was a unanimous recommendation to approve the annexation (4-0).

**STAFF ANALYSIS  
ANNEXATION REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:**

***Metro Investments is seeking annexation of a parcel (#12-159-01-029) into The City of Dalton. located at 1822 Chattanooga Road within the General Commercial (C-2) zone district. Dalton's current corporate boundary flanks the subject property along all of its boundaries.***

The surrounding land uses and zoning are as follows: 1) All adjacent tracts to the north and east are zoned and developed as C-2 while the tracts to the south and west are zoned and developed as M-2. Zoning will not be affected by this annexation if it is approved since both the city and the county share the Unified Zoning Ordinance.

**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.**

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing C-2 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton's jurisdiction. The subject property is an unincorporated county island, which makes it a strong candidate for annexation into the city.

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

No impact is expected if this annexation is approved as the subject property has already been developed.

**(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.**

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is a small, unincorporated county island within the City of Dalton. Unincorporated county islands create issues related to public service delivery and are encouraged to be annexed to create more consistent jurisdictional boundaries.

**(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 the choice of the property owner to be annexed.

**(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 unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area. The subject property is already served by City emergency services due to the automatic aid agreement between the City and County.

**(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 subject property is within the Regional Activity Center character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property and adjacent zoning and development.

**(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 eliminate an existing unincorporated county island within the City of Dalton.

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

N/A

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



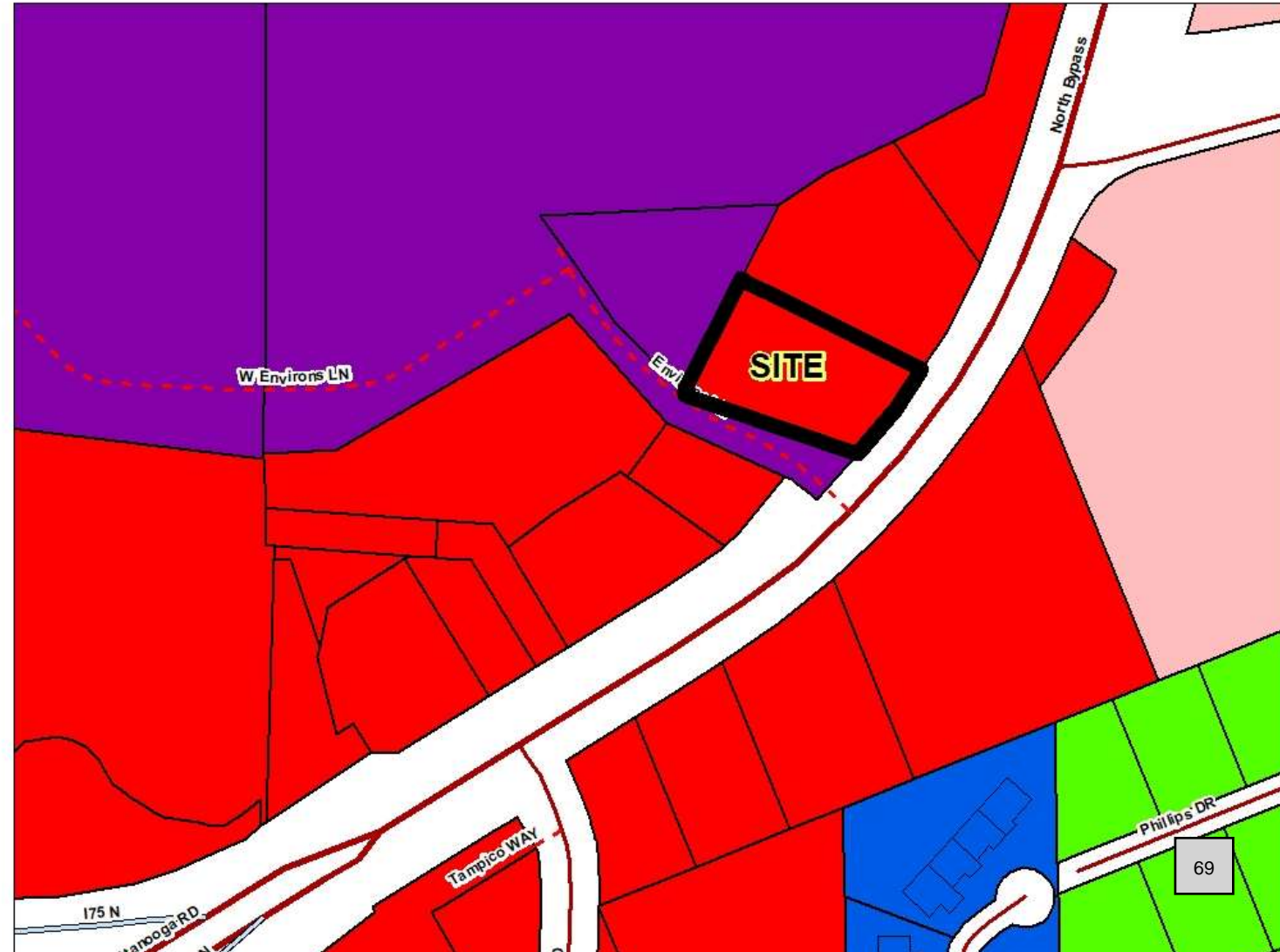
# Metro Investments Annexation Request Into the City of Dalton Zoning to Remain C-2, General Commercial



## ZONING

-  Low Density Single Family Residential (R-2)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

**FEET**  
**200**



# Metro Investments Annexation Request Into the City of Dalton Zoning to Remain C-2, General Commercial

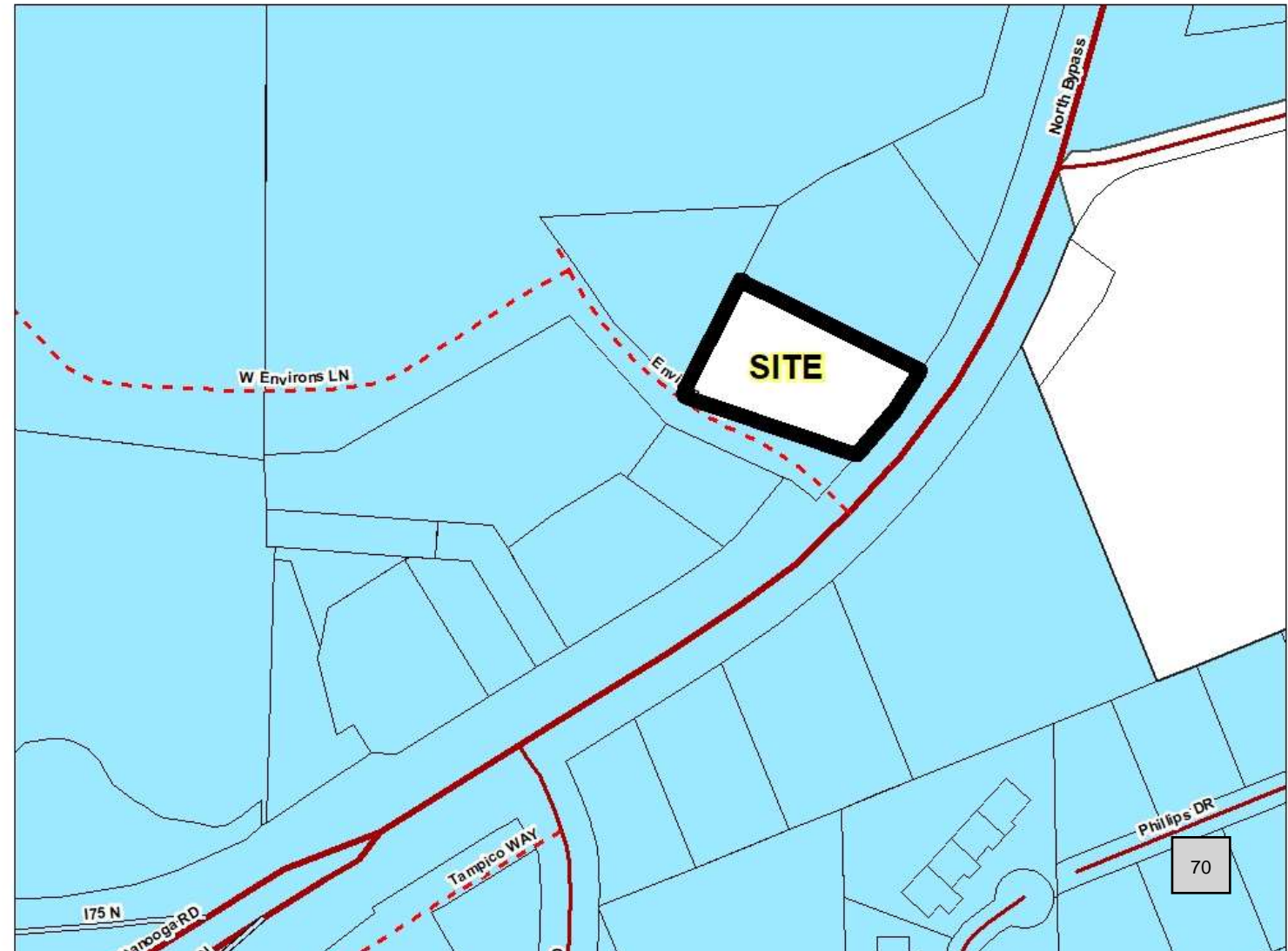


## DALTON CITY LIMITS



Town\_Boundaries

FEET  
200





# Metro Investments Annexation Request Into the City of Dalton Zoning to Remain C-2, General Commercial



**FEET  
200**





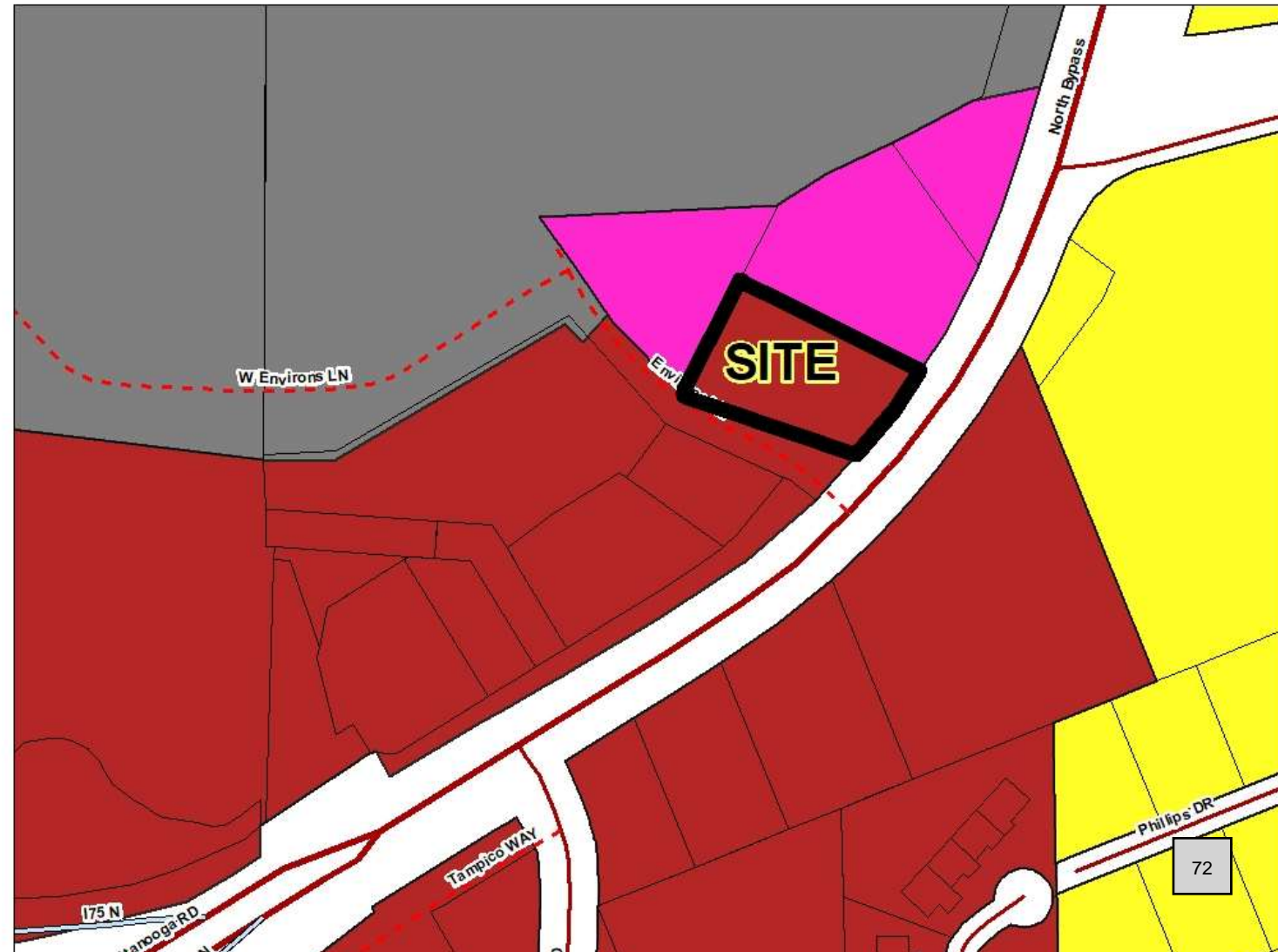
# Metro Investments Annexation Request Into the City of Dalton Zoning to Remain C-2, General Commercial



## FUTURE DEVELOPMENT MAP

-  Industrial
-  Interchange
-  Regional Activity Center
-  Suburban Neighborhood

**FEET**  
**200**





October 30, 2025

TO: Matthew Daniel, Fire Department  
Cliff Cason, Police Department  
Jonathan Bledsoe, The Minor Firm  
Chad Townsend, Public Works Department  
John Thomas, Dalton Utilities  
Ethan Calhoun, NWGRC

FROM: Annalee Sams  
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: Metro Investments LLC

STREET ADDRESS: 1822 Chattanooga Rd.

AMOUNT OF ACREAGE: 1.0

PARCEL NUMBERS: 12-159-01-029

PLAT ATTACHED: YES X NO       

ZONING CLASSIFICATION: C-2

PHONE

706-278-9500

WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

ADDRESS

300 W Waugh Street  
PO Box 1205  
Dalton, Georgia 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:

Metro Investments LLC

APPLICANT ADDRESS:

P.O. Box 4567

CITY, STATE & ZIP:

Dalton, GA 30719

TELEPHONE NUMBER:

706-278-0525

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:

1822 CHATTAHOOGA ROAD, DALTON, GA.

(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:

Willowdale

(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:

pt. of lots 19 and 20

(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:

Restaurant

• PROPOSED ZONING CLASSIFICATION

C-2

• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED

1

• TAX MAP NUMBER/PARCEL NUMBER

12-159-01-029

• HOUSING UNITS

- 0 -

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

N/A

(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)

N/A

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

N/A

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

N/A

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

N/A

(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.

N/A

Metro Investments, LLC

By: Jamell A. Taylor member/manager

SIGNATURE OF APPLICANT(S)

10/28/2025

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:

Lee Simple

Parcel # 12-159-A-029

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

I hereby appoint L. Stephen Kelehear, (my Attorney) 706-278-0525  
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.

By J. Daniel J. Cayson, member /  
(Owner's Name)  
Metro Investments, LLC Manager

Sworn to and subscribed  
Before me, this 28<sup>th</sup> day  
of October, 2025

Judy Yarbrough  
Notary Public

(Seal)  
Judy Yarbrough  
NOTARY PUBLIC  
WHITFIELD COUNTY, GEORGIA  
My Commission Expires 04/07/2029





RETURN TO: JERRY LIFSEY  
ATTORNEY AT LAW  
P.O. BOX 607  
CHATSWORTH, GA 30705  
FILE NO. 10269

PTU 1-1528

**WARRANTY DEED**  
**DEED ONLY- NO TITLE EXAMINATION**

STATE OF GEORGIA,

COUNTY OF WHITFIELD

THIS INDENTURE is made on the date set forth below by and between,

**METRO PROPERTIES, LTD., A GEORGIA LIMITED PARTNERSHIP**

as party or parties of the first part, hereinafter called Grantor, and

**METRO INVESTMENTS, LLC**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee,

**SEE EXHIBIT "A" ATTACHED HERETO  
AND INCORPORATE HEREIN BY REFERENCE**

**TO HAVE AND TO HOLD** the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**AND THE SAID GRANTOR** will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed on the 18th day of June, 2008.

Signed, sealed and delivered  
in the presence of:

**METRO PROPERTIES, A GEORGIA LIMITED  
PARTNERSHIP**

Jerry L. Lifsey

By: TEXTILE Equipment Leasing, Inc.  
General Partner

Lorraine K. Raines  
NOTARY PUBLIC

By: [Signature]



EXHIBIT "A"

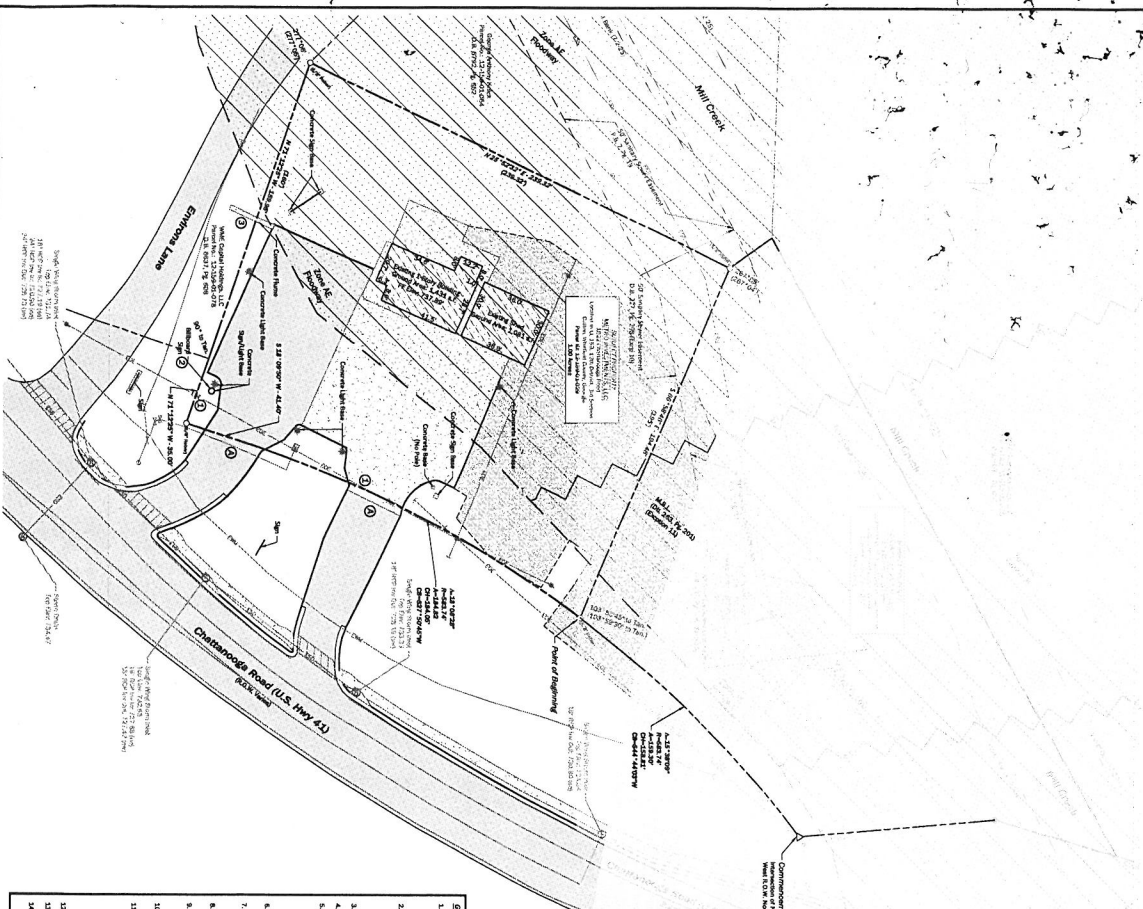
All that tract or parcel of land lying and being in Land Lots Nos. 146 and 159 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:

BEGINNING at the intersection of the north right-of-way line of U. S. Highway 41 with the west line of said Land Lot No. 159; thence northwardly along the west line of said Land Lot Nos. 159 and 146, 1086.66 feet to the south right-of-way line of the Western & Atlantic Railroad; thence to the right with an interior angle of 87 degrees 37 minutes 41 seconds and run easterly along said right-of-way line 288.89 feet to the beginning of a curve to the left having a radius of 3032.91 feet and subtending a central angle of 13 degrees 1 minute; thence easterly along said right-of-way line and along the arc of said curve 689.03 feet to the end of said curve; thence tangent to said curve run northeasterly along said right-of-way line 1065.58 feet; thence to the right with an interior angle of 79 degrees 0 minutes and run southerly 160.92 feet to the northwesterly right-of-way line of U. S. Highway 41; thence to the right with an interior angle of 118 degrees 3 minutes 40 seconds as measured to tangent of a curve to the right having a radius of 1432.40 feet and subtending a central angle of 12 degrees 29 minutes 10 seconds, southwesterly along said right-of-way line and along the arc of said curve 312.15 feet to the end of said curve; thence tangent to said curve run southwesterly along said right-of-way line 590.96 feet to the beginning of a curve to the left having a radius of 583.74 feet and subtending a central angle of 56 degrees 24 minutes 30 seconds; thence southwesterly along said right-of-way line and along the arc of said curve 574.70 feet to the end of said curve; thence tangent to said curve run southwesterly along said right-of-way line 41.40 feet; thence to the right with an interior angle of 90 degrees and run northwesterly along said right-of-way line 35 feet; thence to the left with an interior angle of 270 degrees as measured to tangent of a curve to the right having a radius of 455.87 feet and subtending a central angle of 8 degrees 55 minutes 8 seconds southwesterly along said right-of-way line and along the arc of said curve 70.96 feet; thence to the right with an interior angle of 131 degrees 13 minutes 8 seconds to tangent, and run southwesterly along the center line of Mill Creek 147 feet; thence to the left with an interior angle of 222 degrees 5 minutes and run southwesterly along the center line of said creek 104 feet; thence to the right with an interior angle of 84 degrees and run northwesterly along the center line of said creek 134 feet; thence to the left with an interior angle of 229 degrees 35 minutes and run southwesterly along the center line of said creek 126 feet; thence to the right with an interior angle of 122 degrees 40 minutes and run northwesterly along the center line of said creek 150 feet; thence to the left with an interior angle of 239 degrees 40 minutes and run southwesterly along the center line of said creek 36 feet; thence to the left with an interior angle of 234 degrees 20 minutes and run southwesterly along the center line of said creek 145 feet; thence to the left with an interior angle of 208 degrees 5 minutes and run southerly along the center line of said creek 173 feet; thence to the right with an interior angle of 170 degrees 51 minutes and run southerly along the center line of said creek 118.78 feet to the north right-of-way line of U. S. Highway 41; thence southwesterly along said right-of-way line 78.06 feet to the point of beginning.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots Nos. 146 and 159 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:

BEGINNING at the intersection of the north right-of-way line of U. S. Highway 41 with the west line of said Land Lot No. 159; thence northwardly along the west line of said Land Lot Nos. 159 and 146, 1086.66 feet to the south right-of-way line of the Western & Atlantic Railroad; thence to the right with an interior angle of 87 degrees 37 minutes 41 seconds and run easterly along said right-of-way line 288.89 feet to the beginning of a curve to the left having a radius of 3032.91 feet and subtending a central angle of 13 degrees 1 minute; thence easterly along said right-of-way line and along the arc of said curve 689.03 feet to the end of said curve; thence tangent to said curve run northeasterly along said right-of-way line 1065.58 feet; thence to the right with an interior angle of 79 degrees 0 minutes and run southerly 160.92 feet to the northwesterly right-of-way line of U. S. Highway 41; thence to the right with an interior angle of 118 degrees 3 minutes 40 seconds as measured to tangent of a curve to the right having a radius of 1432.40 feet and subtending a central angle of 12 degrees 29 minutes 10 seconds, southwesterly along said right-of-way line and along the arc of said curve 312.15 feet to the end of said curve; thence tangent to said curve run southwesterly along said right-of-way line 590.96 feet to the beginning of a curve to the left having a radius of 583.74 feet and subtending a central angle of 56 degrees 24 minutes 30 seconds; thence southwesterly along said right-of-way line and along the arc of said curve 389.70 feet to a point in the northerly property line of lands to be retained by Grantor; thence to the right with an interior angle of 103 degrees 59 minutes 30 seconds to a tangent at the point of tangency on the right-of-way curve a distance of 195 feet to a point; thence to the left with an interior angle of 267 degrees 4 minutes 23.32 feet to a point; thence to the left with an interior angle of 277 degrees 6 minutes 16.0 feet to the westerly right-of-way line of U. S. Highway No. 41 and the beginning of a curve to the right having a radius of 455.87 feet and subtending a central angle of 8 degrees 55 minutes 8 seconds; thence to the right with an interior angle at 90 degrees to the tangent southwesterly along the arc of said curve 70.96 feet to the southerly point of the curve; thence to the right with an interior angle of 131 degrees 13 minutes 8 seconds to a tangent; and run southwesterly along the center line of Mill Creek 147 feet; thence to the left with an interior angle of 222 degrees 5 minutes and run southwesterly along the center line of said creek 104 feet; thence to the right with an interior angle of 84 degrees and run northwesterly along the center line of said creek 134 feet; thence to the left with an interior angle of 229 degrees 35 minutes and run southwesterly along the center line of said creek 126 feet; thence to the right with an interior angle of 122 degrees 40 minutes and run northwesterly along the center line of said creek 150 feet; thence to the left with an interior angle of 239 degrees 40 minutes and run southwesterly along the center line of said creek 36 feet; thence to the left with an interior angle of 234 degrees 20 minutes and run southwesterly along the center line of said creek 145 feet; thence to the left with an interior angle of 208 degrees 5 minutes and run southerly along the center line of said creek 173 feet; thence to the right with an interior angle of 170 degrees 51 minutes and run southerly along the center line of said creek 118.78 feet to the north right-of-way line of U. S. Highway 41; thence southwesterly along said right-of-way line 78.06 feet to the point of beginning.

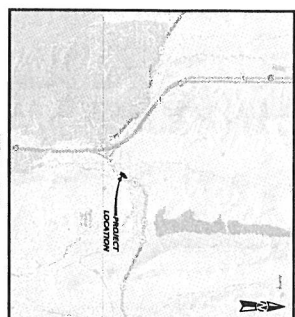


- [illegible]

1. **Adaptation and divergence** in a given trait is linked respectively, either, to changing environmental conditions (A.D. 1970) or to the presence of a new selective pressure (a new selective metabolic pathway) (A.D. 1970).
2. **Adaptation** is a process by which an organism (individual or population) becomes better suited to its environment. **Divergence** is a process by which two or more populations of a species become increasingly different from each other.
3. **Adaptation** is a process by which an organism (individual or population) becomes better suited to its environment. **Divergence** is a process by which two or more populations of a species become increasingly different from each other.
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14. **Adaptation** is a process by which an organism (individual or population) becomes better suited to its environment. **Divergence** is a process by which two or more populations of a species become increasingly different from each other.
15. **Adaptation** is a process by which an organism (individual or population) becomes better suited to its environment. **Divergence** is a process by which two or more populations of a species become increasingly different from each other.

[illegible]

- [illegible]

[illegible]

- [illegible]

Exhibit "A"

All that tract or parcel of land, containing 1.00 acres, lying and being in Land Lot No. 159 in the 12th District and 3rd Section of Whitfield County, Georgia, and described as follows:

Commencing at a concrete monument found marking the intersection of the north Right of Way of Chattanooga Road (U.S. Hwy. No. 41) with the west right of Way of North Dalton Bypass, said point located on a curve having a delta of  $15^{\circ}38'09''$  and a radius of 583.74 feet; thence run along said curving Right of Way for an arc distance of 159.30 feet (chord bearing of  $S\ 44^{\circ}44'03''\ W$  - 158.81 feet) to a 5/8" rebar found marking the northeast corner of the herein described parcel and the Point of Beginning; thence continue along said curving Right of Way, said curve having a delta of  $18^{\circ}08'28''$  and a radius of 583.74 feet, for an arc distance of 184.82 feet (chord bearing of  $S\ 27^{\circ}50'45''\ W$  - 184.05 feet) to the end of said curve; thence continue along said Right of Way  $S\ 18^{\circ}09'50''\ W$  - 41.40 feet to a 5/8" rebar found; thence continue along said Right of Way, run  $N\ 71^{\circ}12'25''\ W$  - 35.00 feet to a point; thence leaving said Right of Way, continue  $N\ 71^{\circ}12'25''\ W$  - 159.95 feet to a 5/8" rebar found; thence run  $N\ 25^{\circ}52'32''\ E$  - 239.32 feet to a 5/8" rebar found; thence run  $S\ 66^{\circ}58'46''\ E$  - 194.48 feet to the Point of Beginning.

## EXHIBIT “B”

**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.



# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number	12-159-01-029
Realkey	14966
Property Record Card	<a href="#">Click Here</a>
Property Record Card	<a href="#">Click Here</a>
GIS Map	<a href="#">Map</a>
Owner Name	METRO INVESTMENTS LLC
Owner Address	P O BOX 4567
Owner Address 2	
Owner Address 3	
Owner City	DALTON
Owner State	GA
Owner Zip	30719
Latitude	34.79647465
Longitude	-84.99535663

## Property Information

Class	Commercial
Strata	Lot
Tax District	County
Neighborhood	SRVC
Legal Description	PL19 & 20 WILLOWDALE
Total Acres	1
Zoning	See GIS Map
GMD\Map Number	056
Subdivision	
Subdivision Phase	
Subdivision Section	0009
Subdivision Block	
Subdivision Lot	
Comments:	

## Appeals Information

Appeal Year	2008
Appeal Status	Resolved

## Parcel Address

Parcel House Number	1822
Parcel Street Extension	
Parcel Street Direction	
Parcel Street Name	CHATTANOOGA
Parcel Street Units	
Parcel Street Type	RD

## Current Fair Market Value Information

Previous	421988
Current	421988
Land	337500
Residential Improvement	
Commercial Improvement	84488
Accessory Improvement	
Conservation Use Value	

## Historical Fair Market Value Information

2023	236424
2022	236424
2021	236424

## Exemption Information

Homestead	S0
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	METRO INVESTMENTS LLC	Legal Description	PL19 & 20 WILLOWDALE
Year	2024	Sale Date	
Parcel Number	12-159-01-029	Taxes Due	3771.05
Bill	225007	Taxes Due Date	1/20/2026
Exemption Type		Taxes Paid	2287.3
Account No.	7055923	Taxes Paid Date	12/17/2024 9:00:59 AM
Millage Rate	0	Current Due	1483.75
Fair Market Value	421988	Back Taxes	0
Assessed Value	168795	Total Due	1483.75
Prior Years Tax Data	Tax		

## Commercial Structure Information

### General

Improvement Number	1
Section Number	1
Sketch	<a href="#">Click Here</a>
Class	Commercial
Strata	Improvement
Built As	*Garage Service Repair
Used As	*Garage Service Repair
Grade	100

### Construction Information

Construction Type	Masonry Load Bearing Walls
Wall Height	12
Year Built	1965
Effective Year Built	
Section Area	1392
Total Building Area	1632

### Plumbing

One Fixture	0
-------------	---





## 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

Grantee	METRO INVESTMENTS LLC	Class	Commercial
Grantor	METRO PROPERTIES LTD	Strata	Improvement
Sale Price	0	Reason	
Sale Date	6/18/2008	State	N
Deed Book/Page	5227 259	PT-61	PT-61 155-2009-000000
Deed Link	<a href="#">Click Here</a>	Comments	
Grantee	METRO PROPERTIES LTD	Class	Commercial
Grantor	COMMERCIAL RENTALS OF GEORGIA	Strata	Improvement
Sale Price	605330	Reason	FAIR MARKET IMPROVED SALE
Sale Date	10/3/2000	State	N
Deed Book/Page	3344 131	PT-61	
Deed Link	<a href="#">Click Here</a>	Comments	
Grantee	COMMERCIAL RENTALS OF GEORGIA	Class	Commercial
Grantor		Strata	Lot
Sale Price	0	Reason	Value Change



# Whitfield County

Board of Commissioners

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

November 19, 2025

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel No. 12-159-01-029

Dear Mayor Sams:

At the November 10, 2025 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel No. referenced above.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



November 7, 2025

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for 1822 Chattanooga Rd. (1.0A) – Parcel # 12-159-01-029**

Dear Mayor Sams:

As requested in your October 30, 2025, memorandum, Dalton Utilities has reviewed the annexation request of Metro Investments LLC for 1.0 acres +/- located at 1822 Chattanooga Rd. This property is further described as parcel number 12-159-01-029 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide gas, water, sewer, and telecommunications to this site from nearby existing utility infrastructure.

Please do not hesitate to contact me at 706-529-1015 or [djohnson@dutil.com](mailto:djohnson@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

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

Don Johnson  
Vice President of Watershed Operations





November 4, 2025

RE: Annexation Proposal

Parcel # 12-159-01-029, 1822 Chattanooga Rd.

Annalee Harlan Sams  
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

Matt Daniel

Fire Chief

PHONE

706-278-7363

WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

ADDRESS

404 School Street  
Dalton, Georgia 30722

**Fire Chief**  
Matt Daniel



**DALTON FIRE DEPARTMENT**  
**PREVENTION DIVISION**

**Prevention Division Coordinator**

LT. Donnie Blankenship  
404 School Street  
Dalton, GA 30720  
(706) 529-7486

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

**Fire Inspectors**

Scott Hearn

(706) 278-7363 x247

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

Dale Stratton

(706) 278-7363 x248

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

Ronald Murray

(706) 278-7363 x227

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

November 3, 2025

Re: Annexation Analysis

Property Address/Parcel: 1822 Chattanooga Road, 12-159-01-029

Access: Site access appears unproblematic. The property's grade appears to meet the required slope standards.

Water Supply: Water requirements are satisfied. Hydrant 1437, located between the subject property and Environs Lane, provides an adequate water supply in compliance with City Ordinance 54-1.

Property Use: The current structure is a commercial building. The annexation request proposes a change of occupancy to a restaurant. State minimum standards for life safety will apply once the final occupancy type is officially determined.

Setbacks: Setback requirements do not appear to be an issue

Respectfully,

Lt. Donnie Blankenship

Prevention Division Coordinator

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



**Public Safety Commission**

Mayor Annalee Sams  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

To: Chief Cason  
Date: October 30, 2025  
From: Captain Jamie Johnson  
RE: 1822 Chattanooga Rd. (Parcel #12-159-01-029)

Chief Cason:

I have reviewed the annexation request for 1822 Chattanooga Rd. (Parcel #12-159-01-029). The annexation of this property will have little or no impact on law enforcement services in this area.

Sincerely,

Jamie Johnson

301 Jones Street  
Dalton, Georgia 30720  
Phone: 706-278-9085



## **MEMORANDUM**

**TO: Annalee Sams - Mayor, City of Dalton**  
**ATTN: Bernadette Chattam – City Clerk**

**FROM: Chad Townsend – Director of Public Works**

**RE: Annexation Request**  
**Metro Investments LLC**  
**1822 Chattanooga Road**  
**1.0 Acres**  
**Parcel #12-159-01-029**  
**Zoning Classification: C-2**

**DATE: November 3, 2025**

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Please be advised that the Public Works Department has no objections to the annexation of the above referenced tract. With this tract being zoned commercial, minimal services will be required on behalf of the Public Works Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Townsend".

Chad Townsend  
Director of Public Works



**PHONE**

706-278-9500

**WEBSITE**

[www.daltonga.gov](http://www.daltonga.gov)

**ADDRESS**

300 W Waugh Street  
PO Box 1205  
Dalton, Georgia 30722



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

1/5/2026

### AGENDA ITEM

Appointments

### DEPARTMENT

Administration

### REQUESTED BY

Andrew Parker

### REVIEWED/APPROVED BY CITY ATTORNEY?

No

### COST

N/A

### FUNDING SOURCE IF NOT IN BUDGET

N/A

### PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Boards and Authorities, Mayoral, and Miscellaneous Appointments

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722



### Boards & Authorities

Type	Appointment	Term	New Member	New Expiration	Current Member	Expiration
Housing	Authority	5 Year	Gruner, America	10/14/2030	Gruner, America	14-Oct-25
Airport	Authority	5 Year	Clark, Chester	12/31/2030	Clark, Chester	31-Dec-25
Housing	Authority-Resident Member	1 Year	Barrett, Brenda	12/31/2026	Barrett, Brenda	31-Dec-25
Tree	Board	3 Year	Farrow, Nancy	12/31/2028	Hallsworth, Nancy (Unexpired)	31-Dec-25
Tree	Board	3 Year	Verhoeff, Anna	12/31/2028	Verhoeff, Anna	31-Dec-25
Tree	Board	3 Year	Purvis, Melva	12/31/2028	Purvis, Melva	31-Dec-25
Tree	Board	3 Year (Balance)	Poehlman, Sally	12/31/2026	Virgo, Troy	31-Dec-26
Convention Visitors	Bureau	2 Year	Rodriguez, Josafat	12/31/2027	Rodriguez, Josafat	31-Dec-25
Public Safety	Commission	5 Year	Brown, Alex	12/31/2030	Brown, Alex	31-Dec-25
Recreation	Commission	5 Year	Mitchell, Jacob	12/31/2030	Mitchell, Jacob (Unexpired)	31-Dec-25
WL&SF	Commission	5 Year	Douglas, Mike	12/31/2030	Boggs, Tommy	31-Dec-25
Joint Development	Authority - City	3 Year	Davies, Bill	1/31/2029	Davies, Bill	31-Jan-26
Trade Center	Authority	1 Year	Kinsey, Mike	2/1/2027	Kinsey, Mike	01-Feb-26
Historic Preservation	Commission	3 Year	Fincher, Reed	2/1/2029	Fincher, Reed	01-Feb-26
Historic Preservation	Commission	3 Year	Meza, Manuel	2/1/2029	Meza, Manuel	01-Feb-26
Historic Preservation	Commission - Chairman	3 Year	Granillo, Jeff	2/1/2029	Granillo, Jeff	01-Feb-26
WC EMS Quality Review	Committee	2 Year	Daniel, Matt	3/1/2028	Daniel, Matt	01-Mar-26
Library	Board	3 Year	Meza, Mayelli	3/2/2029	Meza, Mayelli (Unexpired)	02-Mar-26
Library	Board	3 Year	Zeisig, Margaret	3/2/2029	Zeisig, Margaret (Unexpired)	02-Mar-26
Recreation	Commission	5 Year (Balance)	Corona, Edith	12/31/2029	Whittle, Allison	31-Dec-29

## MAYORAL

Type	Appointment	New Member	Current Member	New Expiration	Expiration
Airport	Mayoral		Lama, Nicky	12/31/2026	12/31/2025
Building	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Building	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Convention Visitors	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Creative Arts Guild	Mayoral		Farrow, Steve	12/31/2026	12/31/2025
Defined Contribution Committee	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Downtown Development	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
DWCDC	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Finance & Administration	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Finance & Administration	Mayoral		All Council Members	12/31/2026	12/31/2025
Housing	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Joint Development	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Library	Mayoral		Farrow, Steve	12/31/2026	12/31/2025
MPO Policy	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Municipal Court	Mayoral		Farrow, Steve	12/31/2026	12/31/2025
Pension	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Pension	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Public Safety	Commission / Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Public Works & Facilities	Mayoral		Goodlett, Tyree	12/31/2026	12/31/2025
Public Works & Facilities	Mayoral		Lama, Nicky	12/31/2026	12/31/2025
Recreation	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Regional Development	Mayoral		Gowin, Kenny	12/31/2026	12/31/2025
Service Delivery	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Service Delivery	Mayoral		Parker, Andrew	12/31/2026	12/31/2025
Solid Waste Mgmt	Mayoral		Goodlett, Tyree	12/31/2026	12/31/2025
Solid Waste Mgmt	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
TAD Policies	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Trade Center	Mayoral		Lama, Nicky	12/31/2026	12/31/2025
Tree	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
WL&SF	Mayoral		Farrow, Steve	12/31/2026	12/31/2025

### Miscellaneous Appointments

Type	Appointment	Term	New Member	Expiration	Current Member	Expiration
Miscellaneous	Municipal Court Judge	1 Year	Cowan, Robert	12/31/2026	Cowan, Robert	31-Dec-25
Miscellaneous	Mayor Pro-Tem	Mayor Term	Goodlett, Tyree	Mayor Term	Goodlett, Tyree	N/A
Miscellaneous	Police Chief	2 Year	Cason, Cliff	12/31/2027	Cason, Cliff	31-Dec-25
Miscellaneous	Fire Chief	2 Year	Daniel, Matthew	12/31/2027	Daniel, Matthew	31-Dec-25
Miscellaneous	Fire Marshall	1 Year	Daniel, Matthew	12/31/2026	Daniel, Matthew	31-Dec-25
Miscellaneous	City Attorney	1 Year	Bledsoe, Jonathan	12/31/2026	Bledsoe, Jonathan	31-Dec-25