



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 30, 2025
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Presentations:

1. Staff Reports

Minutes:

- [2.](#) Mayor & Council Minutes of June 16, 2025

Unfinished Business:

- [3.](#) Second Reading Ordinance 25-15 - To Amend Chapter 50 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

New Business:

- [4.](#) Review of (2) New 2025 Alcohol Beverage Applications
- [5.](#) Memorandum of Understanding with the Dalton Serenity Club
- [6.](#) Memorandum of Understanding with the Carter Hope Center
- [7.](#) Resolution 25-09 Creating a Moratorium on the Opening of Certain Businesses
- [8.](#) Adoption of the 2024 Millage Rate
- [9.](#) Resolution 25-10 Certifying Estimated 2025 Rollback Millage Rate
- [10.](#) Resolution 25-11 To Adopt The 2025 - 2026 CDBG Annual Action Plan

- [11.](#) Traffic Control Change – No Parking - Trammell, Clark & W. Hawthorne Streets
- [12.](#) Agreement for Sale & Purchase of Real Estate - 616 N. Elm Street
13. Ratification of Georgia Appalachian Regional Commission Pre-application for Project Funds for Phase I of the East Morris Corridor Project
14. Change Order #3 Hangar Development at Airport
15. Release and Settlement Agreement with Northwest Georgia Paving
16. Contract with Sages Networks, Inc., for Code Enforcement Reporting Software
- [17.](#) First Reading Ordinance 25-16 The Request of Sebastian Arroqui To Rezone from Neighborhood Commercial (C-1) To Rural Residential (R-5) A Tract of Land Totaling 1.74 Acres Located on Trammel Street and Jones Street, Dalton, Georgia. Parcels (12-182-02-024, 12-182-02-025, 12-182-02-019, 12-182-02-012, 12-182-02-013, And 12-182-02-014).
- [18.](#) First Reading Ordinance 25-17 The Request of Octavio Perez To Rezone from High Density Residential (R-7) To General Commercial (C-2) A Tract of Land Totaling 0.70 Acres Located At 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000).
- [19.](#) First Reading Ordinance 25-19 - To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Adding A New Section 6-113 Captioned “Package Stores”; By Reserving Sections 6-114 Through 6-140 For Future Use; By Amending Section 6-107 Captioned “Disqualification Generally” By Striking, Repealing And Deleting Subsection (3) In Its Entirety Subsection And Substituting In Lieu Thereof A New Subsection (3); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
20. Reappointment of Judy Jolly to the Library Board for a 3-year term to expire June 30, 2028.

Supplemental Business

Announcements:

21. City government offices will be closed Friday, July 4, 2025 in observance of Independence Day. The next City Council meeting will be held Monday, July 21, 2025.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 16, 2025

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

PUBLIC COMMENTARY

There were no Public Comments.

STAFF REPORTS

There were no Staff Reports.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of June 2, 2025. On the motion of Councilmember Mock, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-13 - REZONING REQUEST OF ALEX VITAL AND JOHN DAVIS BATTLE RIDGE LAND COMPANY

Assistant City Administrator Todd Pangle presented the Second Reading of Ordinance 25-13. A request from Alex Vital and John Davis Battle Ridge Land Company to Rezone from Transitional Commercial (C-4) To General Commercial (C-2) Totaling 1.4 Acres Located At 323 N. Hamilton Street, Dalton, Georgia. Parcel (12-219-40-017).

Pangle stated the request received a positive recommendation from the Planning Commission. On the motion of Councilmember Farrow, second Councilmember Lama, the rezoning request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-14 – REZONING REQUEST OF KELLY ROY

Assistant City Administrator Todd Pangle presented the Second Reading of Ordinance 25-14. A Request from Kelly Roy To Rezone from Transitional Commercial (C-4) To Limited Commercial (C-1A) Totaling 0.07 Acres Located At 632 Oxford Street, Dalton, Georgia. Parcel (12-238-03-031).

Pangle stated the request received a positive recommendation from the Planning Commission. On the motion of Councilmember Mock, second Councilmember Lama, the rezoning request was approved. The vote was unanimous in favor.

LICENSE AGREEMENT BETWEEN THE CITY OF DALTON AND NORTH GEORGIA FAIR ASSOCIATION

Assistant City Administrator Todd Pangle presented the license agreement between the City of Dalton and the North Georgia Fair Association for the use of the Fairgrounds to host the July 4th activities and fireworks display. Pangle stated the agreement came at no cost to the City of Dalton. On the motion of Councilmember Mock, second Councilmember Farrow, the Mayor & Council approved the license agreement. The vote was unanimous in favor.

LICENSE AGREEMENT BETWEEN THE CITY OF DALTON AND THE AMERICAN LEGION POST 112

Assistant City Administrator Todd Pangle presented the license agreement between the City of Dalton and the American Legion Post 112 for the use of American Legion Post's premises for public parking for the July 4th celebration and firework display. Pangle stated the agreement came with a \$500 cost to use the premises for parking. On the motion of Councilmember Mock, second Councilmember Lama, the Mayor and Council approved the license agreement. The vote was unanimous in favor.

AGREEMENT BETWEEN THE CITY OF DALTON AND THE DALTON BOARD OF EDUCATION FOR THE SCHOOL RESOURCE OFFICER PROGRAM FOR 2025-2026

Assistant Police Chief Chris Crossen presented the agreement between the City of Dalton and The Board of Education for the School Resource Officer Program (SRO) in the amount of \$737,363 to be reimbursed at 75% for 7 Officers and 50% for 1 Officer. On the motion of Councilmember Mock, second Councilmember Farrow, the Mayor and Council approved the SRO agreement as presented. The vote was unanimous in favor.

FY2025 BUDGET AMENDMENT #3

CFO Cindy Jackson presented the FY2025 Budget Amendment #3 for the General Fund, Capital Projects Bonded, 2024 SPLOST, CIP Fund, CDBG, and 2015 SPLOST with a total Net Decrease of \$72,300 to the General Fund. A copy of the itemized budget amendment is a part of these minutes. On the motion of Councilmember Lama, second Councilmember Farrow, budget amendment #3 was approved. The vote was unanimous in favor.

FIRST READING OF ORDINANCE 25-15 – TO AMEND CHAPTER 50 OF THE 2001 REVISED CODE OF THE CITY OF DALTON CAPTIONED “ENVIRONMENT”

City Attorney Jonathan Bledsoe presented the First Reading Ordinance 25-15 - To Amend Chapter 50 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned “Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices”; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

EXECUTIVE SESSION – REAL ESTATE

On the motion of Councilmember Lama, second Councilmember Farrow the Mayor and Council entered Executive Session at 6:11 p.m. for the purposes of discussing real estate.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Mock, second Councilmember Farrow the meeting was adjourned at approximately 6:38 p.m.

Gesse Cabrera
Deputy City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Second Reading Ordinance 25-15

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

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:

Second Reading Ordinance 25-15 - To Amend Chapter 50 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE 25-15

To Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; 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 50 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Environment," Section 209 Captioned "Minimum requirements for erosion, sedimentation and pollution control using best management practices," is hereby amended by striking, repealing and deleting Section 50-209 (a) and Section 50-209 (b)(1) in their entirety and substituting in lieu thereof a new Section 50-209(a) and Section 50-209 (b)(1) which shall read as follows:

(a) *General provisions.* Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this article shall contain provisions for application of soil erosion and sedimentation control measures and practices. The provisions shall be incorporated into the erosion sedimentation and pollution control plans. Soil erosion and sedimentation control measures and practices shall conform to the minimum requirements of 50-209 (b) and (c) of this article. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES general permit.

(b) *Minimum requirements/BMP's.*

(1) Best management practices as set forth in this subsection (b) and section 50-209 (c) of this article shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar

terms contained in a permit for the discharge of stormwater issued pursuant to O.C.G.A. § 12-5-30(f). As used in this subsection, the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic-design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6(b).

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 _____, 2025.

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



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

(2) 2025 Alcohol Beverage Application

DEPARTMENT

Clerk's Office

REQUESTED BY

Deputy Clerk – Gesse Cabrera

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Review of (2) New 2025 Alcohol Beverage application recommendations by the Public Safety Commission (June 17th meeting).

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 ALCOHOL BEVERAGE APPLICATION REVIEW/APPROVAL

PSC MEETING – TUESDAY JUNE 17, 2025

M&C MEETING – JUNE 30, 2025

(2) 2025 ALCOHOL APPLICATION(S)

1. Business Owner: GG Dalton Holdings, LLC
d/b/a: Courtyard Dalton
Applicant: Anish Govan
Business Address: 785 College Dr.
License Type: Pouring Beer, Wine, Liquor (Hotel)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

2. Business Owner: KC and Brothers, LLC
d/b/a: Dalton Food Mart
Applicant: Sunil KC
Business Address: 1002 Underwood St.
License Type: Package Beer, Wine (Retail Store)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

MOU with Dalton Serenity Club

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$13,000

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Memorandum of Understanding with Dalton Serenity Club for operational costs in regard to services provided for drug addiction prevention and treatment. Funds shall only be used for eligible expenditures as identified in the Settlement Agreement in the National Opioids Settlement.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

MEMORANDUM OF UNDERSTANDING

GEORGIA, WHITFIELD

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this the ____ day of _____, 2025, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and DALTON SERENITY CLUB, INC., a Georgia non-profit corporation (hereinafter referred to as “DSC.”)

WITNESSETH:

WHEREAS, DSC hosts Narcotics Anonymous and other programs in the City of Dalton which are designed to address and treat drug addiction; and

WHEREAS, the City has determined that there is a significant public benefit to the City by operation of DSC; and

WHEREAS, the City desires to provide certain funding for DSC through funds received (“Settlement Funds”) from the settlement of certain litigation against certain opioid distributors and others, which is commonly referenced as the “National Opioids Settlement.”

WHEREAS, Narcotics Anonymous and other programs conducted or supported by DSC are an approved use of settlement funds pursuant to the National Opioids Settlement as identified on Exhibit E, Schedule B of the Settlement Agreement in the National Opioids Settlement (“Approved Uses”); and

WHEREAS, the City and DSC previously entered into a memorandum of understanding dated June 17, 2024 for the allocation of certain Settlement Funds to CHC (“2024 MOU”); and

WHEREAS, the Settlement Funds referenced in the 2024 MOU have been fully paid to CHC; and

WHEREAS, the City desires to allocate the sum of thirteen thousand dollars (\$13,000.00) from Settlement Funds to DSC via a one-time remittance of this sum for the benefit of DSC for the current year;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and DSC herewith agree as follows:

-1-

The City shall remit to DSC the total sum of thirteen thousand dollars (\$13,000.00) ("City Funds") from the Settlement Funds, which may be paid via a lump sum or in monthly installments for no more than one year from the date of this Agreement, in the sole discretion of the City.

-2-

DSC shall use the City Funds only for the operation of DSC and only for Approved Uses, including rent, utilities, program materials, and supplies.

-3-

DSC shall provide the City with a complete financial statement showing the use of the City Funds after the City Funds have been exhausted and at such other times as may be reasonably requested by the City while DSC is utilizing City Funds.

-4-

DSC may make subsequent requests for funding by the City, which may be documented by subsequent agreement; however, nothing in this Agreement shall obligate the City to provide any such funds.

-5-

If the City makes a lump sum payment and DSC subsequently ceases operation or ceases to provide programming which constitutes one of the Approved Uses, the City shall be entitled to receive a prompt refund of any unused City Funds.

-6-

If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

-7-

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

-8-

This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior

agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.

-9-

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail addressed as follows:

As to the City: City Administrator
 City of Dalton
 P.O. Box 1205
 Dalton, GA 30722-1205

As to DSC: Dalton Serenity Club, Inc.
 c/o Director
 513 Benjamin Way, Suite 310
 Dalton, GA 30720

or to such other address as shall be furnished by notice to the other party.

-10-

No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

-11-

The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

City of Dalton

By: _____
Mayor/Mayor Pro Tempore

Date: _____

Attest: _____
Clerk
(SEAL)

Dalton Serenity Club, Inc.

By: _____

Date: _____

Print Name: _____

Title: _____
[Corporate Seal]



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

MOU with Carter Hope Center

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$24,000

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Memorandum of Understanding with the Carter Hope Center for operational costs in regard to services provided for drug addiction prevention and treatment. Funds shall only be used for eligible expenditures as identified in the Settlement Agreement in the National Opioids Settlement.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

MEMORANDUM OF UNDERSTANDING

GEORGIA, WHITFIELD

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this the ____ day of _____, 2025, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and W.O.L., INC., d/b/a Carter Hope Center, a Georgia non-profit corporation (hereinafter referred to as “CHC.”)

WITNESSETH:

WHEREAS, CHC hosts Narcotics Anonymous and other programs in the City of Dalton which are designed to address and treat drug addiction; and

WHEREAS, the City has determined that there is a significant public benefit to the City by operation of CHC; and

WHEREAS, the City desires to provide certain funding for CHC through funds received (“Settlement Funds”) from the settlement of certain litigation against certain opioid distributors and others, which is commonly referenced as the “National Opioids Settlement.”

WHEREAS, Narcotics Anonymous and other programs conducted or supported by CHC are an approved use of settlement funds pursuant to the National Opioids Settlement as identified on Exhibit E, Schedule B of the Settlement Agreement in the National Opioids Settlement (“Approved Uses”); and

WHEREAS, the City and CHC previously entered into a memorandum of understanding dated November 20, 2024 for the allocation of certain Settlement Funds to CHC (“2024 MOU”); and

WHEREAS, the Settlement Funds referenced in the 2024 MOU have been fully paid to CHC; and

WHEREAS, the City now desires to allocate the sum of twenty-four thousand dollars (\$24,000.00) from Settlement Funds to CHC for such Approved Uses by CHC for the current year;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CHC herewith agree as follows:

-1-

The City shall remit to CHC the total sum of twenty-four thousand dollars (\$24,000.00) (“City Funds”) from the Settlement Funds, which may be paid via a lump sum or in monthly installments for no more than one year from the date of this Agreement, in the sole discretion of the City.

1.

-2-

CHC shall use the City Funds only for the operation of CHC and only for Approved Uses, including rent, utilities, program materials, and supplies.

-3-

CHC shall provide the City with a complete financial statement showing the use of the City Funds after the City Funds have been exhausted and at such other times as may be reasonably requested by the City while CHC is utilizing City Funds.

-4-

CHC may make subsequent requests for funding by the City, which may be documented by subsequent agreement; however, nothing in this Agreement shall obligate the City to provide any such funds.

-5-

If the City makes a lump sum payment and CHC subsequently ceases operation or ceases to provide programming which constitutes one of the Approved Uses, the City shall be entitled to receive a prompt refund of any unused City Funds.

-6-

If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

-7-

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

-8-

This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.

-9-

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail addressed as follows:

As to the City: City Administrator
 City of Dalton
 P.O. Box 1205
 Dalton, GA 30722-1205

As to CHC: Carter Hope Center
 c/o Director
 506 East Hawthorne Street
 Dalton, GA 30721

or to such other address as shall be furnished by notice to the other party.

-10-

No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

-11-

The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

City of Dalton

By: _____
 Mayor/Mayor Pro Tempore

Date: _____

Attest: _____
 Clerk
 (SEAL)

W.O.L., Inc. d/b/a Carter Hope Center

By: _____

Date: _____

Print Name: _____

Title: _____
 [Corporate Seal]

3.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Resolution 25-09 Creating A Moratorium on The Opening of Certain Businesses

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

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:

Resolution 25-09 - Creating A Moratorium on The Opening of Certain Businesses. To revise and implement ordinances related to businesses that engage in the retail sale of low THC oil, tobacco products, tobacco related objects, products containing cannabidiol ("CBD"), alternative nicotine products, and vapor products (collectively "Vape Shops"); event centers; extended stay hotels; stores that operate coin operated amusement machines ("COAM"); and massage parlors (all such businesses are hereinafter referenced the "Regulated Businesses").

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-09

A RESOLUTION CREATING A MORATORIUM ON THE OPENING OF CERTAIN BUSINESSES

WHEREAS, the City of Dalton is charged with protecting the health, safety, and welfare of the residents of the City; and

WHEREAS, the Georgia Constitution and general laws of the State of Georgia vest the City of Dalton with substantial powers to adopt such ordinances and regulations which may be necessary to maintain the health, morals, safety, security, peace, and general welfare of the City; and

WHEREAS, the City of Dalton is presently analyzing certain code sections in order to revise and implement ordinances related to businesses that engage primarily in the retail sale of low THC oil, tobacco products, tobacco related objects, products containing cannabidiol (“CBD”), alternative nicotine products, and vapor products (collectively “Vape Shops”); adult entertainment establishments; event centers; extended stay hotels; stores that operate coin operated amusement machines (“COAM”); and massage parlors (all such businesses are hereinafter referenced the “Regulated Businesses”); and

WHEREAS, the Regulated Businesses offer products and services that pose a danger to the health, safety, and welfare of the community without sufficient regulation; and

WHEREAS, the location and operation of the Regulated Businesses must be consistent with the City of Dalton Joint Comprehensive Plan; and

WHEREAS, the City needs sufficient time to conduct its review and to determine where and under what terms and conditions it is most appropriate for the Regulated Businesses to operate in order to ensure the health, safety, and welfare of the community and to analyze consistency with the City of Dalton Joint Comprehensive Plan; and

WHEREAS, Georgia law provides that a municipality may impose moratoria on a temporary basis under certain circumstances, which circumstances the Mayor and Council of the City of Dalton have determined exist with respect to Regulated Businesses in the City; and

WHEREAS, the Mayor and Council have determined that there is a substantial likelihood of inconsistent or insufficient regulation and a danger to the public if a moratorium is not enacted to preserve the status quo and temporarily halt the opening of new Regulated Businesses while the City is undergoing a comprehensive review of its code pertaining to the Regulated Businesses; and

WHEREAS, the City has determined that it is in the best interests of the residents of the City to enact a temporary moratorium of six months on the Regulated Businesses to ensure uniformity of regulation and that all new regulations are in the best interest of the health, safety and welfare of residents of the City and consistent with the City of Dalton Joint Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED, the City hereby enacts an emergency temporary moratorium on approval of new Regulated Businesses to continue for 180 days from the date of adoption of this resolution unless said moratorium is repealed or extended; and

BE IT FURTHER RESOLVED, that during the moratorium neither the City nor any department or staff member shall accept applications for any new Regulated Businesses or issue licenses, permits, occupational tax certificates, or other approvals of any kind for the opening of any Regulated Businesses; and

BE IT FURTHER RESOLVED, that currently existing and approved Regulated Businesses shall not be prevented from operation or renewal as a result of this resolution, provided that such businesses do not otherwise become suspended or revoked during this moratorium; and

BE IT FURTHER RESOLVED, the above-recitals are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed; and

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

SO RESOLVED, this ____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE **JUNE 20, 2025**

AGENDA ITEM

2024 Millage Rate

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:

RECOMMENDATION TO ADOPT THE 2024 TAX DIGEST MILLAGE RATE OF 1.527 WHICH IS EQUIVALENT TO THE CALCULATED ROLLBACK RATE.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

24

2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Monday, June 30, 2025 at 5:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's estimated tax digest and levy along with the history of the tax digest and levy for the past five years.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Real & Personal	3,900,852,864	3,930,484,908	3,830,830,860	3,981,904,320	4,829,333,390	5,974,527,677
Motor Vehicles	41,732,450	39,074,850	26,888,600	24,670,350	24,941,025	23,076,475
Mobile Homes	347,653	398,478	413,133	426,695	426,005	398,595
Public Utilities	21,956,165	21,287,140	21,011,288	20,368,545	18,080,870	20,806,169
Timber-100%	0	0	0	0	0	0
Heavy Duty Equipment	0	91,953	18,877	0	61,755	0
Gross Digest	3,964,889,132	3,991,337,329	3,879,162,758	4,027,369,910	4,872,843,045	6,018,808,916
Less M&O Exempt	329,697,205	340,470,135	324,352,155	351,100,162	399,227,265	476,364,449
Net M&O Digest	3,635,191,927	3,650,867,194	3,554,810,603	3,676,269,748	4,473,615,780	5,542,444,467
Gross M&O Millage	4.042	3.968	4.125	4.269	3.887	3.163
Less Rollbacks	1.560	1.731	1.917	2.062	1.951	1.636
Net M&O Millage	2.482	2.237	2.208	2.207	1.936	1.527
Net Taxes Levied	\$ 9,022,546	\$ 8,166,990	\$ 7,849,022	\$ 8,113,527	\$ 8,660,920	\$ 8,463,313
Net Tax \$ Increase (Decrease)	\$ 53,872	\$ (855,556)	\$ (317,968)	\$ 264,506	\$ 547,393	\$ (197,607)
Net Tax % Increase (Decrease)	0.601%	-9.482%	-3.893%	3.370%	6.747%	-2.282%

Source: Whitfield County Board of Tax Assessors

Digest amounts are stated at 100% of assessed valuation. The net levy represents the amount billed not amount collected.

Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters, and Freeport Exemption.

The 2024 totals are subject to revision due to property tax appeals. O.C.G.A. 45-5-311 requires temporary tax bills based on 85% of this years assessed valuation or the taxpayer's return value whichever is greater.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE **JUNE 20, 2025**

AGENDA ITEM

2025 Estimated Rollback Millage Rate

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:

Recommendation to approve the 2025 estimated rollback millage rate of 1.6 mills in compliance with House Bill 581 and House Bill 92.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-10

RESOLUTION CERTIFYING ROLLBACK RATE

WHEREAS, the City of Dalton is required to certify an estimated rollback millage rate to be included in the annual property tax assessment notice pursuant to House Bill 581 (2024) and House Bill 92 (2025);

WHEREAS, after due consideration, the City has determined that a reasonable estimated rollback millage rate is 1.6 mills;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton certifies 1.6 mills as the estimated rollback millage rate for 2025;

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

SO RESOLVED, this _____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE **JUNE 20, 2025**

AGENDA ITEM

CDBG Annual Action 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:

RECOMMENDATION TO ADOPT THE 2025 – 2026 ANNUAL ACTION PLAN AS REQUIRED BY US DEPARTMENT OF HOUSING AND DEVELOPMENT FOR THE CITY’S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

WHEREAS, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

WHEREAS, HUD requires Entitlement Communities to prepare and approve an Annual Action Plan for each of the five years under the Consolidated Plan in order to establish activities associated with priorities designated under the Consolidated Plan; and

WHEREAS, the Draft Fiscal Year 2025 Action Plan has been published for the HUD-required 30-day citizen participation review and comment period commencing on May 21, 2025 and ending on June 23, 2025;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Dalton, Georgia that the Fiscal Year 2025 Annual Action Plan be adopted and forwarded to HUD and that approval of the Draft Plan includes responses to citizen comments and any HUD required directives; and that this Resolution shall be effective upon adoption.

BE IT FURTHER RESOLVED, this Resolution will shall take effect immediately upon their adoption.

SO RESOLVED, this _____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Annalee Sams
Mayor

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Traffic Control Change – No Parking on Trammel St., Clark St., & W Hawthorne

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

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:

This request is to approve No Parking on portions of Trammel St. Clark St. & W. Hawthorne. Trammel St. will be no parking both sides of the road from Waugh St. to Clark St intersection. Clark St. will be no parking on both sides of the road from W. Hawthorne St. to 220' west of the Clark St. intersection and will reduce to no parking on the North side of Clark Street for an additional 500' west. W Hawthorne St. will be no parking both sides of the road beginning at Clark St. and continue to Marble St.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



TRAFFIC CONTROL CHANGE REQUEST

TRAMMELL ST., CLARK ST., AND W. HAWTHORNE ST. NO PARKING

JUNE 30TH, 2025

THE PURPOSE OF THIS REQUEST IS TO IMPLEMENT NO PARKING BOTH SIDES OF THE STREET FOR TRAMMELL ST. FROM W. WAUGH ST. TO CLARK ST., AND FOR CLARK ST., FROM APPROXIMATELY 220 FT. WEST OF ITS INTERSECTION WITH TRAMMELL ST., TO ITS INTERSECTION WITH W. HAWTHORNE ST. DUE TO THE LOCATIONS' PROXIMITY TO THE TRAMMELL ST. – CLARK ST. INTERSECTION. NO PARKING ON THE NORTH SIDE OF CLARK ST. FROM 720' WEST TO 220' WEST OF THE TRAMMELL-CLARK INTERSECTION WILL ADDRESS SAFETY CONCERNS DUE TO LIMITED SIGHT DISTANCE ALONG THIS SEGMENT OF THE ROADWAY WHERE GRADES EXCEED 10%. ADDITIONALLY, THIS REQUEST IS TO IMPLEMENT NO PARKING ON BOTH SIDES OF THE STREET FOR W. HAWTHORNE ST. FROM CLARK ST. TO MARBLE ST. DUE TO FIRE DEPARTMENT CONCERNS REGARDING EMERGENCY VEHICLE ACCESS THROUGH THE NARROW STREET, AS WELL AS REPORTS FROM HOUSING AUTHORITY RESIDENTS OF PARKED VEHICLES BLOCKING DRIVEWAYS. THIS REQUEST RECEIVED POSITIVE RECOMMENDATION BY THE PUBLIC WORKS COMMITTEE FOR CONSIDERATION BY MAYOR AND COUNCIL. SHOULD THIS REQUEST BE APPROVED, THE PUBLIC WORKS DEPARTMENT WILL INSTALL THE REQUIRED SIGNS FOR THE NO PARKING ZONES, AS DENOTED IN EXHIBITS 'A' AND 'B'.

MAYOR _____

DATE June 30th, 2025 _____

PHONE

706-278-9500

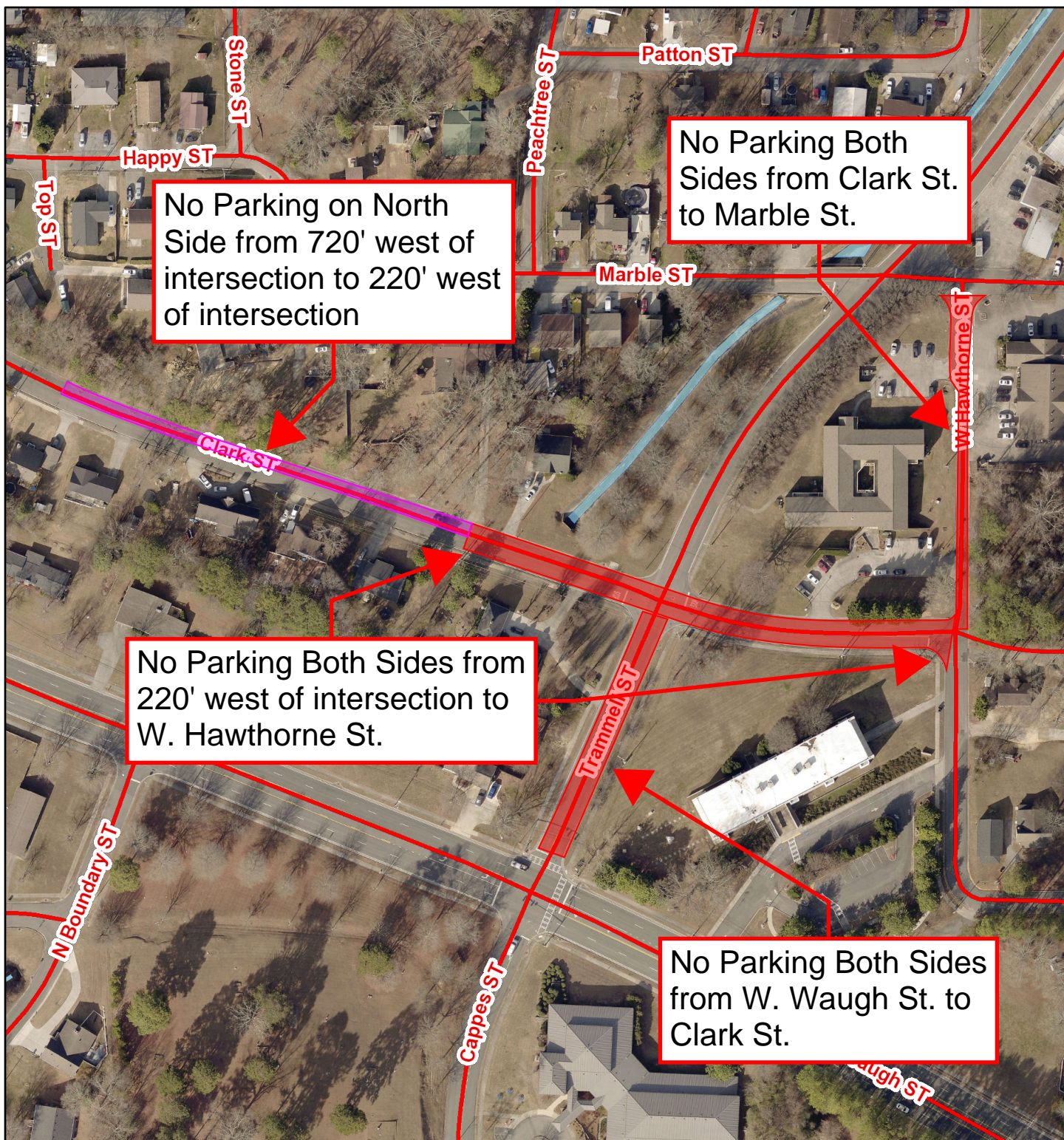
WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

EXHIBIT 'A'



6/24/2025, 8:23:22 AM

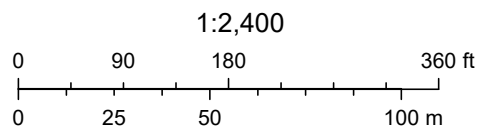
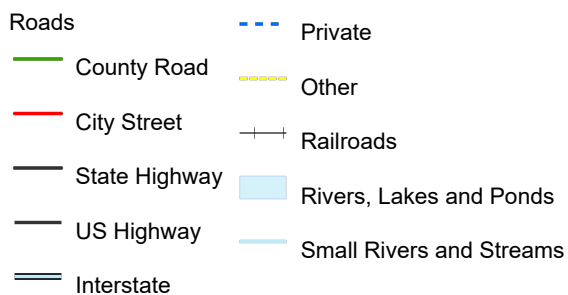
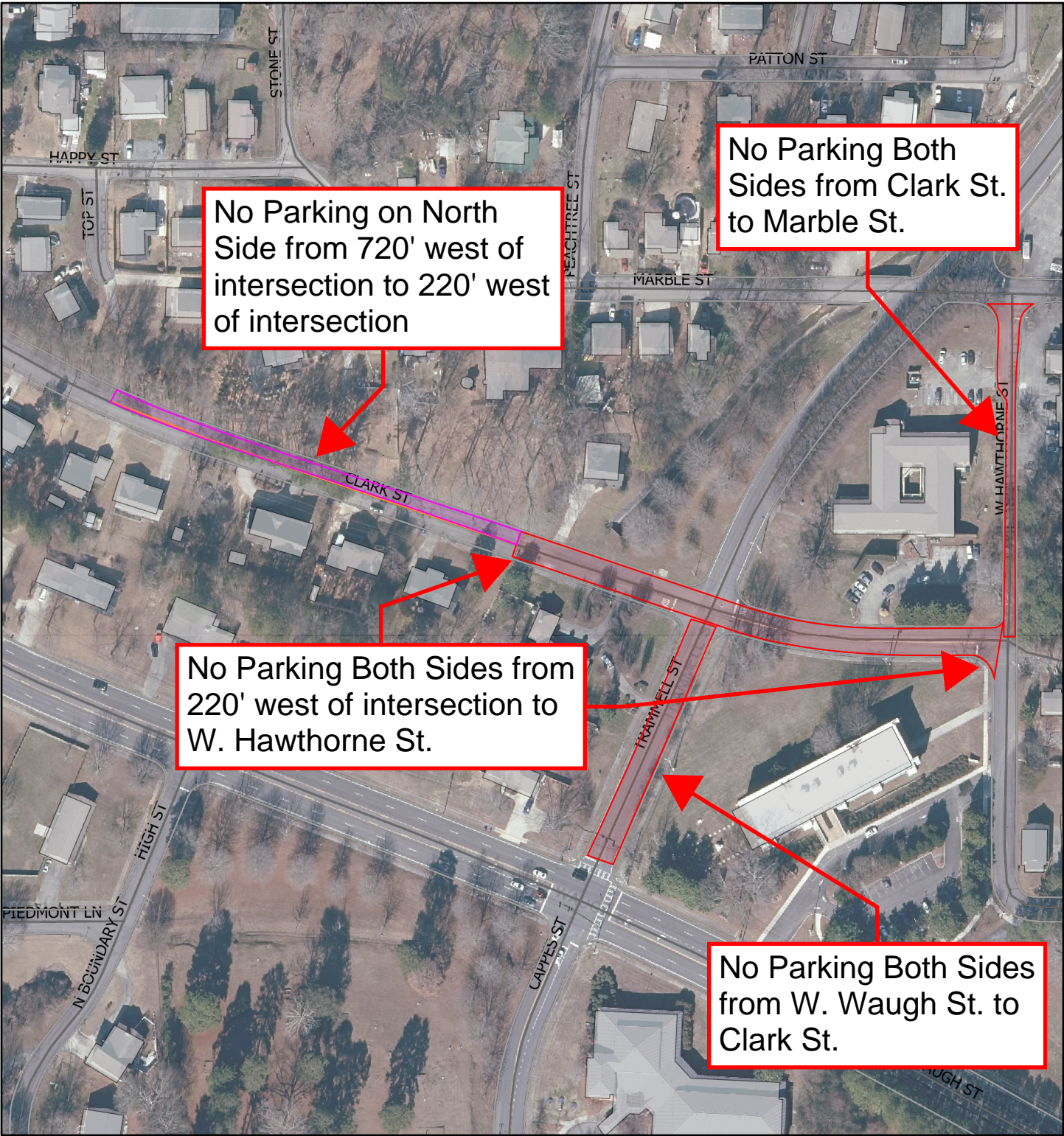
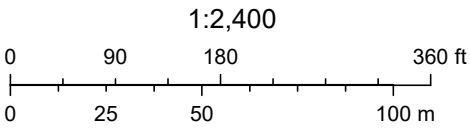


EXHIBIT 'B'



6/24/2025, 8:26:37 AM

- Edge Of Pavement
- Centerlines
- Secondary
- Buildings



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, gr du, Dalton Utilities, Created by Gabriel Riley



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

616 N Elm Street – Agreement for Sale and Purchase of Real Estate

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$2,500

FUNDING SOURCE IF NOT IN BUDGET

2015 SPLOST – SP181

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

This request is to approve the purchase of a temporary and permanent stormwater drainage easement in the amount of \$2,500 for the means of installing storm drain associated with the N. Glenwood Avenue Drainage Improvements Project.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Property ("this Agreement) dated as of the Effective Date (as defined in Section 9.k below) by and between, **Ron Anthony Walton** (the "Seller") and the City of Dalton, a municipal corporation of the State of Georgia (the "Purchaser").

W I T N E S S E T H:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase that certain temporary and permanent easement for the construction and maintenance of storm water facilities across the real property having a mailing address as follows: 616 N. Elm Street, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$ 2500⁰⁰ payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable title to the easement in the form of the Storm Drainage Easement attached hereto as Exhibit "A." Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller's obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia ("Title Standards"). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Closing.** The closing date of this transaction (the "Closing") shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.
6. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

7. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

8. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

9. **Miscellaneous Provisions.**

- a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.
- b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.
- c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.
- e. *Time of the Essence.* Time is of the essence of each and every provision of this Agreement.
- f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.
- g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.
- h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier

service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

SELLER:

PURCHASER:

City of Dalton

X By: Ron Anthony Walton (Seal)
Ron Anthony Walton

By: _____ (Seal)
Title: _____

Seller Contact Information:

Purchaser Contact Information:

Mailing Address:

Mailing Address:

247 WINDDANCE DR.

LAKE VILLA, IL 60046

Phone: 847 721 8061

Phone: _____

Email: rwlt7@comcast.net

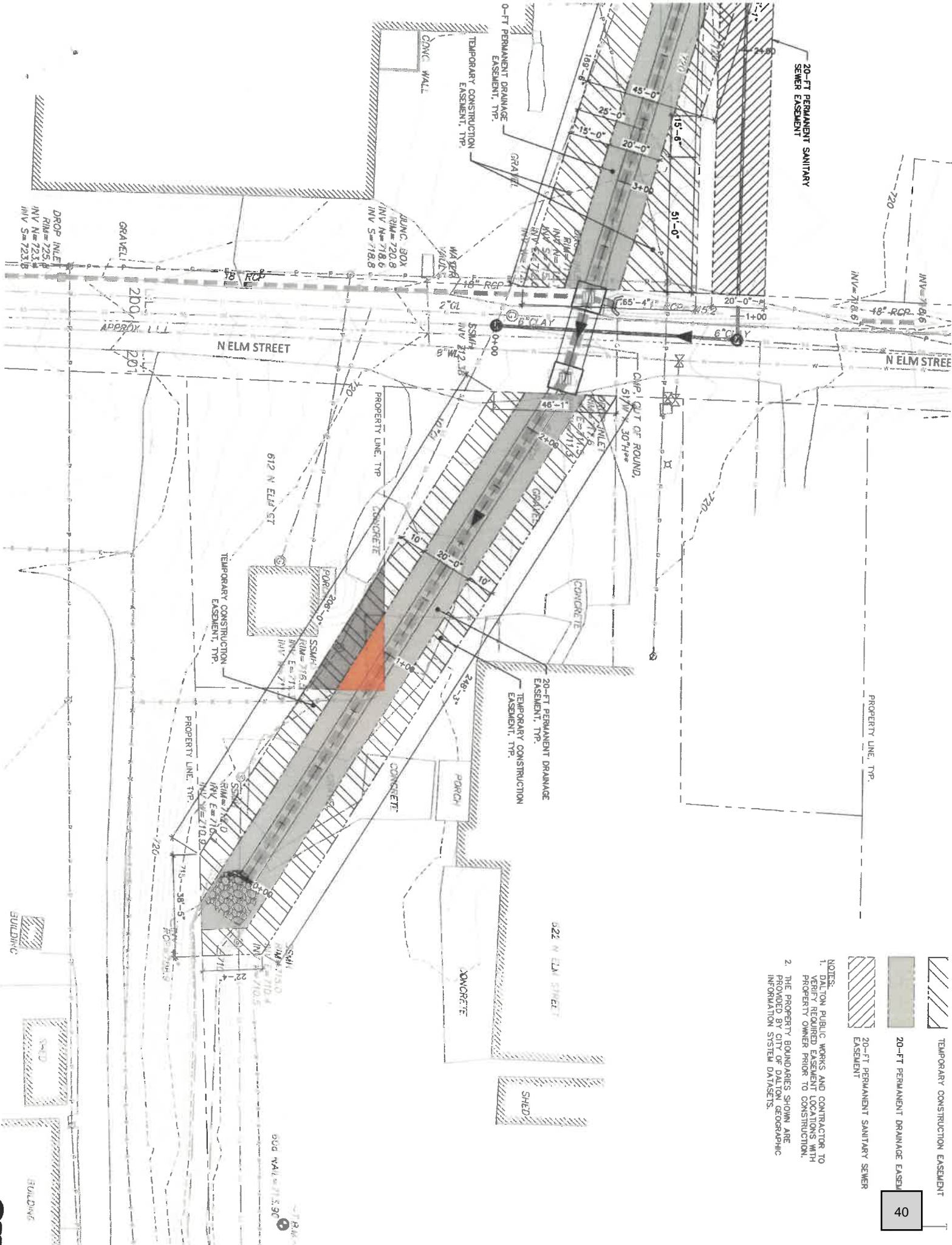
Email: _____

Date of Execution: 25 JUNE, 2025.

Date of Execution: _____, 2025.

EXHIBIT “A”

Copy of Easement.



- PROPERTY LINE, TYP.
- 20-FT PERMANENT SANITARY SEWER EASEMENT
- 20-FT PERMANENT DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- NOTES:
1. DALTON PUBLIC WORKS AND CONTRACTOR TO VERIFY REQUIRED EASEMENT LOCATIONS WITH PROPERTY OWNER PRIOR TO CONSTRUCTION.
 2. THE PROPERTY BOUNDARIES SHOWN ARE PROVIDED BY CITY OF DALTON GEOGRAPHIC INFORMATION SYSTEM DATASETS.

[Space above this line for recording data.]

Please Record and Return To:

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

STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this “Agreement”) made this _____ day of _____, 2025, between **Ron Anthony Walton**, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit “A,” attached hereto and made a part hereof by reference (the “Servient Property”); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **North Elm Street** the “City Property”); and

WHEREAS, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the “Municipal Storm Sewer”) and being located on that certain portion of the Servient Property more particularly described as the “20-Ft Permanent Drainage Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Permanent Storm Drainage Easement”); and

WHEREAS, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement, and being located on either side thereof (collectively the “Construction Easement”) and being located on that certain portion of the Servient Property more particularly described as the “Temporary Construction

Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

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

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

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

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the City Property into the Municipal Storm Sewer;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses to said jurisdiction and venue.

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

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

11. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express

Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), (C) transmitted via certified U.S. Mail return receipt requested, or (D) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A), (B), or (C) above. Notices shall not be given by any other means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; (C) on the date signed for if transmitted via certified U.S. Mail; or (D) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto. The addresses for Notices given pursuant to this Agreement shall be as follows:

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

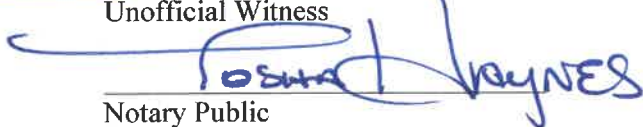
IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

GRANTOR:



Unofficial Witness



Notary Public

 (Seal)
Ron Anthony Walton

My commission expires: **04-03-2026**
[Notarial Seal]



RECEIPT ACKNOWLEDGED BY:

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

GRANTEE:

City of Dalton, Georgia

By _____
Title:

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, and being known as 616 Elm Street, fronting 70 feet on the east side of said Elm Street and running back east a life width 125 feet; and being bounded as follows: on the south by property now or formerly owned by Jim Kettles, Sr.; on the east and north by property now or formerly owned by W.L. Roberts and Alfred Jones; and on the west by the east side of Elm Street.

For prior title, see Deed Book 2004 Page 207, Whitfield County, Georgia Land Records.

EXHIBIT “B”

**Appraisal of
616 North Elm Street
Dalton, Georgia 30720**



**Appraised by:
John P. Murray, MAI
Date of Valuation: August 15, 2024**

CHILDERS ASSOCIATES
REAL ESTATE CONSULTANTS AND APPRAISERS

321 FOURTEENTH STREET, N.W.

ATLANTA, GEORGIA 30318

TELEPHONE: (404) 876-5100

FAX: (404) 876-8863

DAVID W. CHILDERS, MAI
JOHN P. MURRAY, MAI
CHAD LIESKE

August 21, 2024



Ms. Devon Brooks
Special Projects Coordinator
City of Dalton
535 Elm Street
Dalton, Georgia 30722

Re: Appraisal of 616 North Elm Street
Dalton, Georgia 30720
Glenwood Avenue Drainage Project
Tax ID: 12-201-12-004
Childers Associates File No. 035-24

Dear Ms. Brooks:

In accordance with your request, I have inspected the above referenced property for the purpose of estimating the market value of the property rights proposed for acquisition. Additionally, I have also considered the impact of the proposed acquisitions on the remaining property and determined that the remainder is unaffected by the acquisitions. Therefore, only the underlying land and property rights acquired will be appraised. The attached analysis and conclusions represent an appraisal presented in a summary report format. All of the supporting data and analysis needed to fully understand the appraisal is included herein.

The purpose of the appraisal is to establish the just compensation due to the property owner in consideration of the proposed acquisitions. The intended use of the document is to facilitate the City of Dalton's negotiations to acquire the necessary property rights from the property owner. The intended users of the report are the City of Dalton – as the client – and its authorized representatives, including yourself.

Page 2
Ms. Devon Brooks
August 21, 2024

The effective date of value for the appraisal is the date of my most recent inspection, August 15, 2024. Based on my analysis included herein, the estimated just compensation for the proposed acquisitions is:

Award Summary

Market Value of Parts Acquired	
Land	\$659
Improvements	<u>0</u>
Total	\$659
Temporary Construction Easement	\$700
Consequential Damages	<u>\$0</u>
Total Award	\$1,359
As Rounded	\$1,400

It has been a pleasure to serve you in this matter. If you have any questions concerning the attached appraisal, please do not hesitate to contact me.

Sincerely,



John P. Murray, MAI
Certified General Real Property Appraiser
State of Georgia No. 261994
Date of Expiration: November 30, 2024



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Ratification of ARC Pre-Application for Project Funding

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$2,000,000

FUNDING SOURCE IF NOT IN BUDGET

2024 SPLOST

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

Ratification of Georgia Appalachian Regional Commission Pre-application for Project Funds for Phase I of the East Morris Corridor Project

PHONE

706-278-9500

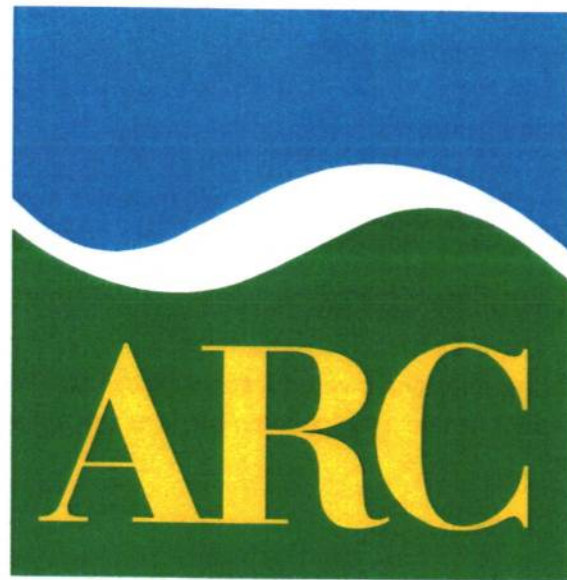
WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Georgia[®] Department of 
Community Affairs



**APPALACHIAN
REGIONAL
COMMISSION**

Pre-application

The following information is to assist applicants in understanding the Appalachian Regional Commission's and the State of Georgia's investment goals. Please read carefully before completing the pre-application.

Georgia and the Appalachian Regional Commission

As a member state of the Appalachian Regional Commission (ARC), Georgia participates in providing technical assistance and area development funding to its 37 counties spanning the northern third of the state.

ARC's Strategic Plan 2022-2026: Georgia supports projects that help the region reach its economic and community development goals:

Goal 1: Building Appalachian Businesses

Strengthen and diversify the Region's economy through inclusive economic development strategies and investments in entrepreneurship and business development.

Goal 2: Building Appalachia's Workforce Ecosystem

Expand and strengthen community systems (education, healthcare, housing, childcare, and others) that help Appalachians obtain a job, stay on the job, and advance along a financially sustaining career pathway.

Goal 3: Building Appalachia's Infrastructure

Ensure that the residents and businesses of Appalachia have access to reliable and affordable utilities and infrastructure in order to successfully live and work in the Region.

Goal 4: Building Regional Culture and Tourism

Strengthen Appalachia's community and economic development potential by preserving and investing in the Region's local, cultural heritage, and natural assets.

Goal 5: Building Community Leaders and Capacity

Invest in the capacity of local leaders, organizations, and communities to address local challenges by providing technical assistance and support to access resources, engage partners, identify strategies and tactics, and conduct effective planning and project execution.

Georgia's Investment Goals

Georgia's ARC Investment Priorities for Fiscal Year 2022

In order to maximize the benefit of ARC funds across its 37-county region, Georgia will focus funding on projects that address the following identified needs for Fiscal Year 2022:

"COVID has added an exclamation point to everything" – Eva Kennedy, Director, Planning and Government Services, NEGA Regional Commission

- **Downtown Development:** ARC Goals One (Economic Opportunities), Three (Critical Infrastructure) and Four (Natural and Cultural Assets) all support this regional priority. As Georgia's small businesses and rural communities work to strengthen their economic resilience in 2022 and beyond, ARC funds can assist by supporting projects that create and retain jobs, strengthen existing businesses, help create new businesses, improve the quality of life in communities, and reimagine how businesses will be successful in a post-COVID Appalachian downtown.
- **New, Improved or Enhanced Infrastructure:** ARC Goal Three (Critical Infrastructure) supports this ongoing priority for Appalachian Georgia. Many rural governments are continuing to attract new industry and business locations and many others are working to create the necessary capacity to support new development. ARC funds can assist with necessary infrastructure improvements to continue to strengthen and grow our economy.
- **Creating Resilient Communities:** ARC Goal Five (Leadership and Community Capacity) support this priority. Both the Appalachian Regional Commission and the Georgia Department of Community Affairs continue to prioritize projects that are part of larger plans, either of local governments or authorities. Several of Georgia's ARC counties have invested in long-range planning activities, many with ARC's investment. Georgia will continue to invest ARC funds in support of planning activities at a local and regional level.
- **Regrowth of the Tourism Economy:** ARC Goals One (Economic Opportunities) and Four (Natural and Cultural Resources) support this ongoing priority for the region. Much of North Georgia is federally or state protected land and is a constant attraction for myriad outdoor activities. While Georgia has seen an upswing in vacation rentals in the Appalachian region, many of the tourist-related businesses and attractions continue to suffer economic losses. Projects that support existing tourism-related business, allow the public and private sectors to maximize the benefit from their unique assets, attract new visitors and create or retain jobs are important to Georgia's ARC region.
- **Workforce Development:** ARC Goal Two (Ready Workforce) supports this priority. Across the 37-county region, Georgia's manufacturers and businesses are seeking employees to fill existing vacancies. Projects that help citizens increase or enhance their skills, provide apprenticeships that benefit both employers and employees, or provide support to employees to remain employed are beneficial as we recover from the long-term effects of COVID.

While deployment of broadband to under-and-unserved areas of Georgia remains a highest priority statewide and across the ARC region, Georgia DCA will temporarily minimize its use of ARC funds to assist with that effort in light of new federal and state-dedicated funds for the specific purpose of increasing broadband coverage.

Georgia ARC Program Policies

The Department of Community Affairs seeks to address the goals of the Appalachian Regional Commission, the State of Georgia, and the communities we aim to serve in a responsible and fair manner. Accordingly, our program adheres to the following policy guidelines:

- Maximum ARC investment amount is \$600,000. The maximum may be waived by the Governor at his discretion.
- Priority is given to projects that are “ready-to-go,” meaning that projects should secure other necessary funding before submitting a full application. Other considerations for full applications may include environmental concerns and permitting.
- Eligible applicants include:
 - Local governments
 - Development Authorities
 - Non-profit organizations (must provide adequate certification of status)
 - Educational institutions
 - Public healthcare institutions
 - Public-private partnerships are eligible, but applicant must be a public or non-profit entity

Construction Projects

- In the case of tourism-related construction projects, credible forecasts for increased commercial activity must be included.
- DCA or the Georgia Environmental Finance Authority will serve as the Registered State Basic Agency for the administration of construction projects. (GEFA will administer water/sewer projects and DCA all others that qualify as construction). DCA may grant an exception to this policy only in the case where another federal agency (USDA, EDA or others) participating in the project is willing to administer ARC funds.
- Projects must obtain all reviews and approvals pertaining to federal financing PRIOR to construction start dates. These include, but are not limited to:
 - Environmental assessments
 - Wage and labor rate approvals
 - Procurement approvals
 - Contractor approvals
 - Organizations seeking ARC funding for construction projects should be aware of time constraints associated with federal financing. All activities associated with construction projects must adhere strictly to these requirements.

Non-construction or Operating Projects

- ARC funding is limited to start-up costs and two years of operation costs MAXIMUM.
- No project is guaranteed more than one year of support.
- Projects requesting start-up funds should identify sources of funding to continue the project upon cessation of ARC investment, or indicate a plan for cultivating future funding.
- In most cases, operating proposals should indicate an 18-month initial start-up phase. New projects generally meet unexpected delays, and this 18-month window can help alleviate the need to extend a project to meet its initial objectives.
- Any project seeking continuation funding (second or third year) should contact Georgia's ARC office at least one month prior to the pre-application deadline to discuss additional funding. These projects must provide evidence of satisfactory performance in meeting first-year objectives in order to be considered for any additional funding.
- ARC will serve as the administering agency for all non-construction projects.

**Georgia Appalachian Regional Commission
Pre-application for Project Funds**

Please be advised that completion of this pre-application does not constitute submission of a complete ARC application and is not a commitment to fund or a notification of grant award, or notification that any proposed activities are eligible for financing through ARC. Within seven business days of receipt of this application, DCA will issue a finding as follows:

- **PROCEED.** The described project meets the goals of ARC and the State of Georgia. Complete a full ARC application for consideration within the current ARC funding cycle
- **NEEDS MORE INFORMATION.** Based on the description provided, DCA staff are unable to determine the project's ability to meet ARC and Georgia goals. DCA will provide additional technical assistance, upon request, to enhance this project's ability to meet these goals. Consider applying for funding in a future ARC funding cycle.
- **NO.** This project does not meet the goals of ARC and/or Georgia and is not an appropriate fit for ARC investment.

As you know, each application must stand on its own merit and obtain sufficient points under the formal review process to be funded. Since the competitiveness of your project is unknown at this time, any group that secures financing and moves ahead with any portion of the project should do so under the full realization that funding is not guaranteed until a grant award and contract has been executed by DCA.

Certification:

I, the undersigned authorized representative of the applicant, acknowledge that this document is a pre-application for funding and that further documentation is necessary should this pre-application be invited to submit a full application. I acknowledge that this document is not a guarantee of funding through Georgia's Appalachian Regional Commission program.

Signature of Authorized Representative: _____



Name and Title: Andrew Parker, City Administrator / City of Dalton

Date: 06/27/2025

**** Incomplete applications will not be reviewed for funding ****

PROJECT TYPE: (Check one)

Construction X

Non-construction

AMOUNT OF ARC FUNDS REQUESTED:

County in which project is located: Whitfield

ARC County Designation/Match Rate (check one)

Distressed

At-Risk

Transitional X

Competitive

Projects serving multiple counties must contact DCA to determine match rate.

PROJECT TITLE: City of Dalton East Morris Street Streetscaping Improvements

APPLICANT INFORMATION:

Legal name: City of Dalton

Address: 300 W Waugh Street

City: Dalton

ZIP Code: 30722

Telephone: 706-278-9500

Email: aparker@daltonga.gov

ADDITIONAL CONTACT INFORMATION

This information should indicate an individual with knowledge of the application to whom DCA staff may direct questions about the application.

Name: Kisha Moore

Telephone: 706-295-6485

Email: kmoore@nwgrc.org

PROJECT DETAIL: Describe your project, including all partners and private investment. Provide a clear overview of the entire project and a general description of who will benefit.

Please indicate the following (five page limit):

1. A general overview of the need for the project, including brief description of community conditions, who this project will benefit; and the requested amount of ARC investment.
2. Which ARC goal(s) this project will meet and advance
3. How this project will further Georgia's investment goals for the ARC region
4. Where the project will take place
5. When the project will be implemented and how long it will take (beginning and ending dates)
6. How ARC funds will be managed and by whom

The City of Dalton is requesting \$2,000,000 in ARC funds to complete phase I of the East Morris Corridor Project. The Phase I scope includes engineering for the entire corridor, as well as installing 5,000 linear feet of sidewalk to connect with downtown. The City of Dalton will provide \$2,000,000 SPLOST in matching funds. Currently, this area has substantial retail and residential inventory, but the plan is to make Dalton more walkable. Some pedestrian infrastructure exists, however, these Phase I upgrades will enhance overall walkability in Dalton, and will specifically address this area's high foot traffic.

The City of Dalton is located in Whitfield County in Northwest Georgia. It is bordered by Walker and Catoosa Counties on the West, Gordon County (South), Murray County (East) and the State of Tennessee on the North. According to Stats America, Whitfield County had a year population of 105,070, an unemployment rate of 3.20 %, and a median household income of \$60,285. Its poverty rate is 12.9 %.

2 & 3) This Project aligns with ARC's Investment Goal 3: Building Appalachia's Infrastructure to "Ensure the availability of quality, affordable basic infrastructure to meet the needs of the residents and business of Appalachia." (Goal 3: Objective 3.1)

4) The project will take place in the City of Dalton. The project will serve the City of Dalton and Whitfield County.

5) The project will begin upon approval of funding assistance. The City of Dalton will follow federal rules to procure an engineer and contractor to complete the project.

6) The City of Dalton will be responsible for overseeing the project and for administering ARC funds.

PROJECT BENEFITS: Describe the expected outputs and outcomes for this project, along with other project benefits likely to result from the project (e.g., positive impact on

future economic development activity in the area). Describe how this project will help move the community/region towards economic success? See Guide to ARC Performance Measures for assistance identifying outputs and outcomes. (Two page limit)

Benefits: Benefits of the project include the expansion of sidewalk network into a heavily foot trafficked corridor. Improving pedestrian safety and access along a growing business and residential corridor.

Outputs: Outputs include approximately 5,000 linear feet of sidewalk being constructed.

Outcomes: Outcomes include one community improved through increased walkability, ADA compliancy and connectivity to the city of Dalton. Also 200+ households, and 95 businesses benefiting.

BUDGET NARRATIVE: Provide a detailed budget narrative that list the sources of ARC funds and all non-ARC matching funds. (Two page limit) Include:

1. What activities ARC funding will cover
2. The amount of financing necessary to fund the entire project
3. The amount of private investment
4. The amount of additional public investment
5. If in-kind funds are proposed, please describe the activities dedicated to the project
6. Who will manage ARC funds

Narrative:

ARC funds will be used to fund Phase I of the East Morris Corridor Project. This phase includes all engineering and the construction of 5,000 linear feet of sidewalk to connect the East Morris Corridor with downtown Dalton.

With the construction of this 5,000 linear feet sidewalk, the City of Dalton will provide connectivity to its downtown, and increase accessibility in the area. In turn, this will spur downtown development in the East Morris Corridor and draw more residents and visitors.

The City of Dalton is requesting \$2,000,000 in funding from ARC and will provide \$2,000,000 as a match. No in-kind funds are proposed for this project. The City of Dalton staff will manage the grant and ARC funds, and has the capacity to undertake the project.

BUDGET: Include all funding amounts and sources. Please complete all appropriate columns and specify whether funds are approved (available immediately) or pending (application in progress or under review.)

TYPE	Source	Planning/ Operations	Construction/ Renovation	Equipment	Total	% of Total	Status of Funds
Local:	City of Dalton			\$2,000,000		50%	Allocated
In-kind:							
Federal:	ARC			\$2,000,000		50%	Pending
Other:							
TOTAL				\$4,000,000			

I, the undersigned representative of the applicant, do attest that to the best of my knowledge, the information contained herein is true and correct. I understand that funding through the Appalachian Regional Commission is contingent in part upon compliance with the National Environmental Policy Act (NEPA), among other laws and regulations, and that failure to comply with federal regulations will result in ineligibility for funding through Georgia's ARC program.

Signature: _____

Name: Andrew Parker

Title: City Administrator, City of Dalton

Date: _____

06/27/2025



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Change Order #3 Hangar Development at Airport

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

COST

\$3225

FUNDING SOURCE IF NOT IN BUDGET

Within project budget

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

Final construction drawings for the foundations of each hangar building would normally fall under our engineering scope and fee but due to engineer change, general contractor is sub-contracting with the structural engineer for these services.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**CITY OF DALTON
CHANGE ORDER**

AP023-9000-45(313) Whitfield

CONTRACT CHANGE ORDER NO.: 3 or SUPPLEMENTAL AGREEMENT NO.: -

AIRPORT: Dalton Municipal Airport (DNN) DATE: June 26, 2025

LOCATION: Dalton, GA GDOT IDENTIFIER PID: T008616

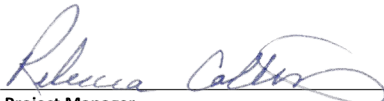
CONTRACTOR: Integrated Builds, LLC Project: Hangar Development

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Owner or Engineer:


Item No.	Description	Unit	Unit Price	Quantity Total	Amount Total
112	Structural Foundation Final Drawings for 3 Hangars	LS	\$ 3,225.00	1	\$ 3,225.00

This Change Order Total (Base Bid)	\$ 3,225.00
Previous Change Order(s) Total (Base Bid)	\$ (92,217.15)
Original Contract Total	\$ 4,028,175.80
Revised Contract Total	\$ 3,939,183.65

City of Dalton requested that the Contractor procure a structural engineer to prepare and seal final structural foundation drawings for the 10-unit T-Hangar Building, the 60' x 62' Hangar Building, and the 86' x 120' Hangar Building.

Recommended by:  6/26/2025
Project Manager Date

Approved by: _____
Owner Date

Accepted by:  6/26/2025
Contractor Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Release and Settlement Agreement with NWGP

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:

Release and Settlement Agreement with Northwest Georgia Paving for the Fencing at the Northeast Community Complex Soccer Fields.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement made this ____ day of _____, 2025, by and between the City of Dalton, a Georgia municipal corporation ("City"), and Northwest Georgia Paving, Inc. ("NGP") (The City and NGP are sometimes hereafter the "Parties");

WHEREAS, the City and NGP entered into an Agreement on or about November 1, 2021, for the construction by NGP for the Northeast Community Complex Soccer Fields ("Project"); and

WHEREAS, the City contends that certain fencing components of the Project were not installed in accordance with the plans and specifications for the Project; and

WHEREAS, NGP denies that the fence installation did not comply with the plans and specifications of the Project; and

WHEREAS, the Parties desire to resolve their claims and disputes, which claims and disputes are hereafter collectively referred to the Incident; and

NOW, WHEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the sufficiency whereof being acknowledged, the parties hereunto agree as follows:

1. NGP will remove and reinstall those fence posts and fencing at the Project at the locations as set forth the schedule attached hereto as Exhibit "A". The replacement fence posts and fencing will be installed in accordance with the specifications attached hereto as Exhibit "B".

2. In consideration of the foregoing the City releases and forever discharges NGP, its officers, directors, agents, contractors, subcontractors, successors and assigns, (hereinafter

“Released Parties”) from any and all claims related to the fence post and fencing installation of the Project.

3. NGP accepts liability to the City for the Incident and this Release and Settlement Agreement, and the work and services provided hereunder, is provided by NGP to resolve the dispute between the Parties..

4. The parties acknowledge and agree this Settlement Agreement and Release is solely for the purpose of compromising and resolving a disputed matter and to avoid the uncertainty expenses of litigation.

5. Miscellaneous:

5.1 Entire Agreement: Amendment. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and shall not be amended or terminated orally, and no amendment, termination or attempted waiver shall be valid unless in writing and signed by the party sought to be bound.

5.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

5.3 Further Acts. Each party agrees to perform any further acts and to execute and deliver any instruments or documents that may be necessary or reasonably deemed advisable to carry out the purposes of this Agreement.

5.4 Severability. If any part of this Agreement shall be held void, voidable or otherwise unenforceable by any court of law or equity, nothing contained in this Agreement shall limit the enforceability of any other part.

5.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, successors-in-title, and lawful assigns.

5.6 Effect of Agreement. Except as may be otherwise expressly provided in this Agreement, nothing contained herein, express or implied, is intended to, nor shall it (a) confer on any person other than the Parties hereto and their respective heirs, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.7 Applicable Law. This Agreement is executed and will be performed in part in the State of Georgia and shall be construed and enforced in accordance with the law of the State of Georgia.

5.8 Intentionally Omitted.

5.9 Intentionally Omitted.

5.10 Construction. The agreements contained herein shall not be construed in favor of or against any Party but shall be construed as if all Parties prepared this Agreement.

5.11 Captions. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to set his hand and seal, on the year and day first above written.

Signed, sealed and delivered
in the presence of:

Witness

The City of Dalton, Georgia

By: _____
Annalee Harlan Sams
Mayor

Signed, sealed and delivered
in the presence of:

Lisa Callaway
Witness

Northwest Georgia Paving, Inc.

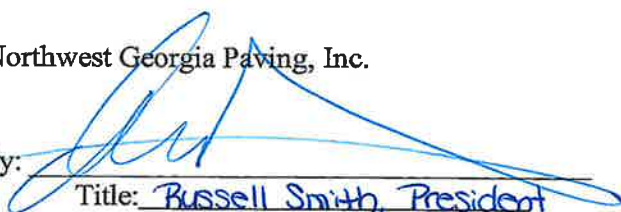
By: 
Title: Russell Smith, President

Exhibit "A"

On the diagram the A side is closest to the parking lot and concession stands. The D side is along the road. Each number represents the pole from each right-hand corner. The arrows represent the direction we counted on each side. As you can see we feel there are 105 poles that are in question.

Heritage Soccer	A	B	C	D
	19	2	2	2 BP
	20	3	3	3
	39	4	4	4
	41	5	5	19
	42	6	6	20
		7	7	21
		8	8	22
		9	9	23
		10	10	24
		11	14	26
		19	15	27
		20	18	28
		21	19	29
		22	20	30
		23	21	31
		24	22	32
		25	23	33
		26	24	34
		27	25	35
		28	26	36
		29	27	37
		30	28	38
		31	29	39 BP
		32	32	45 BP
		33	33	46
		35	38	52
		36	39	53
		37	40	54
		38	41	55
		46	42	
		47	43	
		50	44	
		51	45	
		52		
		53		
		54		
		55		
		56		
Total	5	38	33	29
				105

EXHIBIT A II

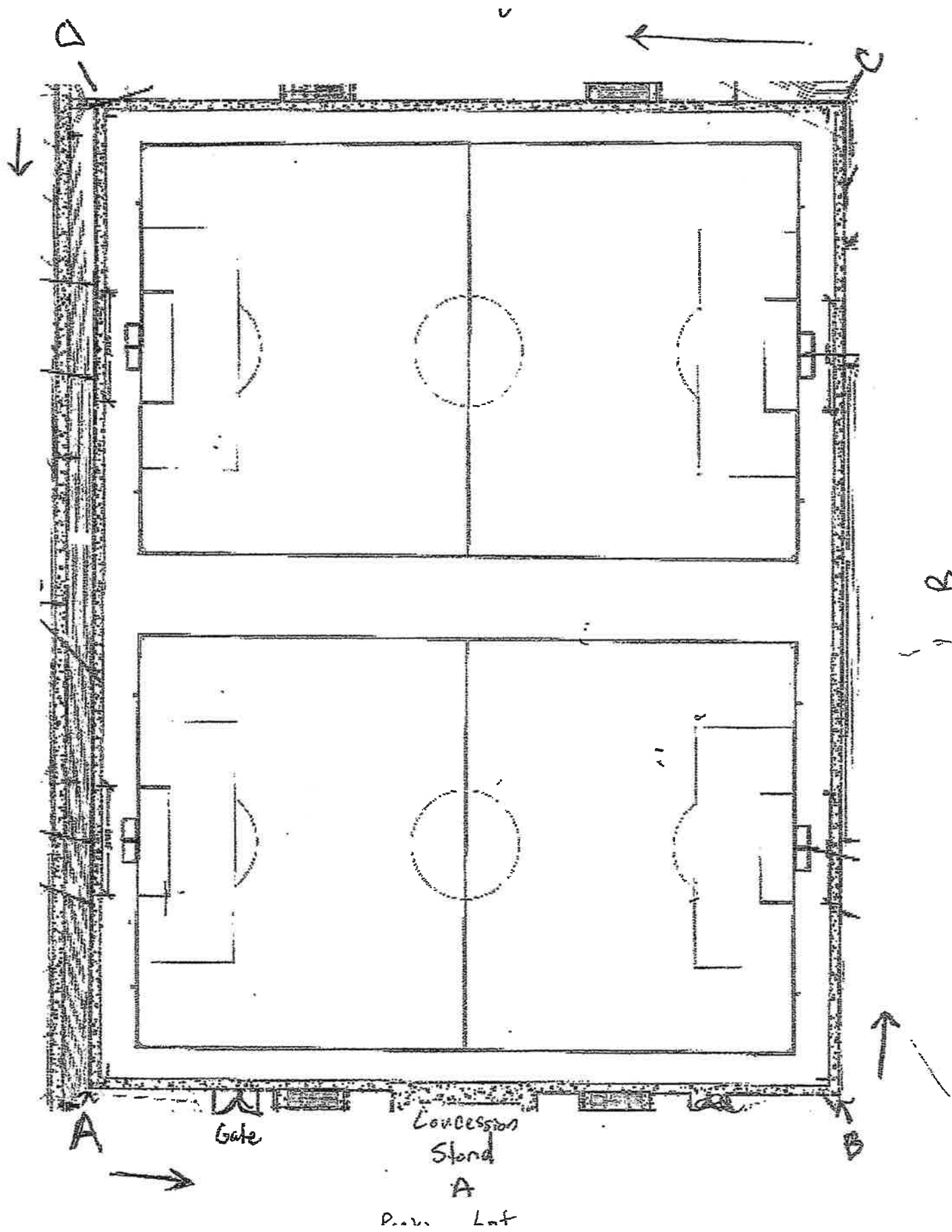


Exhibit "B"

Fence post installation spec: That would be 32-inch depth for pole with 8-inch width and four inches underneath the pole for a total depth of thirty-six inches for line post. For the corner angle gate post it would be twelve inches wide, pole at 36 inches with four inches underneath the pole for a total of forty inches. And backstop poles at 16 inches wide, pole set to 48 inches with four inches below the pole. For a total of fifty-two inches.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Contract with Sages Networks, Inc.

DEPARTMENT

Code Enforcement

REQUESTED BY

Dan Lewallen

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$6,667

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Our current contract with Comcate Inc. as our reporting software provider ends in November of this year. I am requesting a change to Sages Networks Inc. The upfront cost of \$6,667 will be due in July to begin data migration to go live in November. Beginning in January 2026 the cost will be \$4,000 yearly. Each subsequent year will be \$4000 (\$1000 per user) with annual renewals and the option to add users as needed. This rate is guaranteed through 2029. Optional functional support is available at \$225/hr.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

STATE OF GEORGIA
COUNTY OF WHITEFIELD

AGREEMENT BETWEEN THE CITY OF DALTON GA AND SAGES NETWORKS INC.,
FOR SOFTWARE LICENSING, MAINTENANCE AND SUPPORT SERVICES

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into this ____ day of ____ July 2025, by and between Sages Networks Inc. having its principal place of business at 100 North Point Center, Suite #125, Alpharetta GA 30022 hereinafter referred to as “Sages”, and The City of Dalton GA, hereinafter referred to as the “City”.

RECITALS:

WHEREAS the City desires to procure cloud-based Code Enforcement software from Sages, and

WHEREAS, the City has agreed to engage Sages for the software as described for the City, and according to the further terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Recitals and mutual promises contained herein, the City and Sages agree to as follows:

Definitions

“SagesGov Application” is the Sages cloud-based Code Enforcement software.

“SagesGov Staff User License” refers to an individual who is a user authorized by the City to use the SagesGov Application, for whom the City Department has ordered the Service, and to whom the City Department (or Sages at the request of the City) has supplied a user identification and password. Users may include, for example, the City’s employees, consultants, contractors, and agents, and third parties whom the City Department hires.

“External User” refers to any registered users of the SagesGov Application including but not limited to Citizens, Architects, Engineers, General Contractors, Subcontractors of the General Contractor and Builders. External Users cannot be employed by the City, cannot be hired by the City to perform services on behalf of the City, and cannot offer plan review, permitting, inspection or any other City services.

“Maintenance and Technical Support” is the continuous attention to and updating of SagesGov Application software and technical support services provided by Sages to the City for SagesGov applications. It does not include functional support issues such as changes to configuration, how-to questions, usage or business-related clarifications, training, custom programming, or onsite visit after go-live.

“Functional Support” covers support by Sages staff limited to the number of hours in the City’s Monthly Functional Support Plan and covers the following: questions about system functionality, questions about system configuration, how-to questions, Minor tweaks to system configuration, login issues, determining integration and Staff User environment issues.

"City Data" refers to the City's project/case records in SagesGov and information and files in SagesGov associated with the City's project/case records.

1. Scope of Work

Product & Modules

Sages shall provide the following software modules described in the SagesGov Application to the City:

SagesGov Application product modules:

- SagesGov Code Enforcement Module
- SagesGov Mobile Inspections App – Apple & Android platforms.
- SagesGov Web Application includes Public Portal, Role based system, Online Submission of Code Enforcement complaints, supporting documents, Intake, Checklists, Predefined Code Comments/Predefined Violations, Meetings, Notices, Emails & Alerts, Assign coordinators, and data forms, Mobile Inspections, Code Enforcement, Notices, Holds, Letters & Documents, History, Search, Standard Reports and Administration module.
- SagesGov Application cloud services include:
 - o Annual Technical Support and Maintenance.
 - o Enterprise-level cloud-based software hosted on the Microsoft Azure platform.
 - o Cost of Technical support, monitoring, ensuring up time and quick responses to issues.
 - o Cost to store Photographs, Notices, and other documents.
 - o Cost of Hardware, Server Software, Database software and Hosting Costs.
 - o Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.
 - o Costs of Rent, Power, Air Conditioning, and other data center costs.
 - o Costs to handle software development, upgrades, and patches to the SagesGov Application product every 6 months.
 - o Cost of Personnel to Manage backup and disaster recovery.
- Compensation; Time of Payment

Sages shall request payment under this agreement by submitting a proper invoice to the City at its designated payment office at the time and in the manner specified in the in the payment milestones table below.

[The Remainder of this page intentionally left blank]

Annual Subscription: SagesGov Code Enforcement software						
Table 1	Annual Subscription Costs - SagesGov Software					New Customer Special Offer
Item	Description	Quantity	Unit	Unit Price	Line Total / Yearly	
1	Staff user license: SagesGov Code Enforcement software	4	Licenses	\$1,728.00	\$6,912.00	\$4,000.00
2	External users: Citizens, Home Owners & Public	Unlimited		\$0.00	\$0.00	\$0.00
		Total Annual SagesGov software subscription			\$6,912.00	\$4,000.00

Table 2	One Time Costs - Initial Setup, Configuration, Professional Services & Training					New Customer Special Offer
Item	Description	Quantity	Unit	Unit Price	Line Total	
1	Service: SagesGov Base Setup and Configuration, Disciplines, File Type, Users and Roles	1		\$7,500.00	\$7,500.00	\$0.00
2	Service: Setup 1 Workflow processes, Application forms, Emails, NOV, Citation, File Types, Holds, Alerts, Checklists and Notices Code Enforcement Complaint Submission Application @ 30 hours / process	1	Processes	4,500.00	\$4,500.00	\$0.00
3	Hands-on Onsite Training: SagesGov software Training 3 hours per session. up to 10 staff users / session.	1	Session	1,750.00	\$1,750.00	\$0.00
4	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	8	Hours	225.00	\$1,800.00	\$0.00
5	Data Migration using SagesGov standard data loader. We will provide the City the specification we need the data exported for us to load into SagesGov.	1	\$1.00	\$25,575.00	\$13,375.00 0	\$6,000

6	Integration with ArcGIS online / QPublic for Address and Parcel Validation Note: We will need a similar need this service with features layers from your City/County to integrate with QPublic: https://wfs.schneidercorp.com/arcgis/rest/services/PitkinCountyCO_WFS/MapServer	1	Adapter	\$2,850.00	\$2,850.00	\$0
		Total Implementation Cost			\$31,775.00	\$6,000

Table 3	5 Year Costs			
Year	SagesGov Licensing Code Enforcement Annual Software Subscription	One Time Costs	Total / Year	Milestone
Year 1	\$667	\$6,000	\$6,667	(At contract sign off)
Year 2	\$4000		\$4,000	January 2026
Year 3	\$4,000		\$4,000	January 2027
Year 4	\$4,000		\$4,000	January 2028
Year 5	\$4,000		\$4,000	January 2029

Table 4	Other Services (optional)		
	Additional Professional Services Hours		
1	<ul style="list-style-type: none"> 5-50 hours additional professional services - \$225 / hour 51-100 hours additional professional services - \$200 / hour 101-150 hours additional professional services - \$175 / hour 151+ hours and above - \$150 / hour 		
2	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration.	1 hour / month	\$225/ month

2. Intellectual Property and Confidentiality

Sages retains exclusive ownership of all intellectual property, including the SagesGov Application, underlying source code, configurations, and all related deliverables. Any feedback or suggestions from the City should be treated as confidential and do not grant the City any IP rights. The City acknowledges its obligations under the Georgia Open Records Act may impact confidentiality, but Sages's proprietary IP remains protected.

3. Licensing and Use Restrictions

Sages grants the City a non-exclusive, non-transferable user subscription license for the SagesGov Application, valid only during an active subscription period. Each license is assigned to a specific individual and may not be shared or sublicensed. The City is prohibited from hosting, modifying, reverse engineering, or distributing the software in any form.

4. Term and Termination

This Agreement shall continue for one year from Go-Live, with annual renewals thereafter. Either party may terminate with 30 days' written notice following the initial term. Upon termination:

- If the City terminates for cause, Sages shall refund any prepaid fees for the remaining term.
- If Sages terminates for cause, the City will pay any outstanding fees.
- Within 30 days of termination, Sages will provide a downloadable copy of the City's data upon request. After this period, Sages will delete the data unless prohibited by law.
- Transition assistance will be billed at Sages's standard professional services rate.

5. Data Ownership and Protection

The City retains full ownership of its data. Sages is granted a limited license to use the City's data solely to fulfill its obligations under this Agreement. Sages will implement commercially reasonable safeguards to protect the data's confidentiality and integrity and will not access or disclose City data except as required to deliver the service or with City authorization.

6. Warranty and Disclaimers

Except as expressly stated, Sages provides the SagesGov Application "as-is" and disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement. Sages is not liable for third-party hosting services or third-party content displayed via the Application, and the City assumes full responsibility for any public content it manages or publishes.

7. Integration with Third-Party Applications

Certain SagesGov features integrate with third-party platforms (e.g., ArcGIS). The City is responsible for securing access to these services. If these third-party services become unavailable, Sages may discontinue related features without penalty or obligation for refunds or compensation.

8. Workmanship and Performance Standards

All services by Sages will be performed in a professional manner consistent with industry standards. The City agrees to notify Sages of any performance concerns and allow Sages a reasonable period to address them.

9. ADA Compliance

The City is solely responsible for ensuring that all content it creates or manages within the SagesGov Application—including forms, documents, and announcements—is ADA-compliant.

10. Governing Law and Venue

All matters relating to this AGREEMENT shall be governed by the laws of the State of Georgia , without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be the Whitfield County Superior Court, Georgia.

IN WITNESS WHEREOF, Sages has executed the foregoing with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its Administrator attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

SAGES NETWORKS:

CITY OF DALTON

By:

By:

Printed Name/Title

Printed Name/Title

Attest:

By: _____

Printed Name/Title



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

The request of Sebastian Arroqui to rezone from Neighborhood Commercial (C-1) to Rural Residential (R-5) a tract of land totaling 1.74 acres located on Trammel Street and Jones Street, Dalton, Georgia. Parcels (12-182-02-024, 12-182-02-025, 12-182-02-019, 12-182-02-012, 12-182-02-013, and 12-182-02-014)

DEPARTMENT

Planning and Zoning

REQUESTED BY

SEBASTIAN ARROQUI

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

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 25-16

To rezone property of The Salvation Army, a Georgia non-profit corporation, from a Neighborhood Commercial (C-1) Classification to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, The Salvation Army, by and through its authorized agent, Sebastian Arroqui, has petitioned for rezoning of certain real property it owns from C-1 classification to R-5 classification;

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

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

NOW, THEREFORE, 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 real property located within the city limits, which is identified as Tax Parcel Nos. 12-182-02-024, 12-182-02-025, 12-182-02-019, 12-182-02-012, 12-182-02-013, and 12-182-02-014 (collectively the “Property”), is hereby rezoned from C-1 classification to R-5 classification.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

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

Section 5.

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

SO ORDAINED this _____ day of _____, 2025.

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 _____, seconded by Councilmember _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON

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: June 24, 2025

A. SUBJECT: The request of Sebastian Arroqui to rezone from Neighborhood Commercial (C-1) to Rural Residential (R-5) a tract of land totaling 1.74 acres located on Trammel Street and Jones Street, Dalton, Georgia. Parcels (12-182-02-024, 12-182-02-025, 12-182-02-019, 12-182-02-012, 12-182-02-013, and 12-182-02-014)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 23, 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 Sebastian Arroqui.

Public Hearing Summary:

Tyler White summarized the staff analysis, which recommended approval for the R-5 rezoning. There were no further questions for White.

Sebastian Arroqui stated that the subject properties would be used for a Salvation Army program that provides transitional housing to individuals for 6 months to 2 years. This program is run through a partnership with the United States Department of Housing and Urban Development and the Georgia Department of Community Affairs. With the grant funding from HUD and DCA, the Salvation Army would be able to build two more duplexes on the property to offer this program to more individuals.

No one spoke in favor of the rezoning.

No one spoke in opposition of the rezoning.

The public hearing closed at 7:12 pm.

Recommendation:

Chairman Lidderdale sought a motion for the rezoning. Jody McClurg made a motion to approve the R-5 rezoning, and Chris Shiflett seconded. There was a unanimous recommendation to approve the R-5 rezoning 4-0.

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

ZONING CASE: Sebastian Arroqui is seeking to rezone from Neighborhood Commercial (C-1) to Rural Residential (R-5) six tracts of land (parcels 12-182-02-024, Et Al) containing a combined total of 1.74 acres located along North Thornton Avenue. The subject property is currently developed with four single-family detached dwellings and a duplex dwelling: The petitioner's request to rezone was made in order to construct two new duplex dwellings.

The surrounding uses and zoning are as follows: The subject property is flanked to the north by commercial development and zoning. Across Thornton Avenue to the east is the M-2 zone district and conforming development. The R-3 and C-1 zone districts are adjacent to the south with a mix of single-family dwellings and two duplexes. All western adjacent properties are zoned and developed for R-3 uses.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the convergence of the R-3 and C-1 zone districts. The three southern adjacent C-1 properties contain either a single-family detached dwelling or a duplex dwelling. Residential dwellings are non-conforming in the C-1 zone district. The proposed R-5 zone district would permit the proposed duplex dwellings on the subject property as well as to bring the existing duplex dwelling into conformity. There are two duplex dwellings adjacent to the subject property as well as the existing duplex dwelling on the subject property, which shows an existing multi-family development pattern. The adjacent C-1 properties to the south of the subject property are more consistent with the proposed R-5 zone district than their current C-1 zoning.

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

The existence of multiple duplex dwellings adjacent to and on the subject property does not raise concern for dissimilar land use that would harm the values of the adjacent properties.

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

The existing single-family detached dwellings occupying the subject property have become blighted over time and are slated for demolition. The proposed new duplex dwellings would be in compliance with the building codes and standards within the R-5 zone district.

(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.

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

Both public water and sewer are available at this location with no concern for capacity. There are multiple ingress/egress points along the subject property, accessing three public streets. The proposed new development should not create an issue based on the multiple routes available.

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

The Comprehensive Plan's future development map shows this property to be within the Town Neighborhood character area. This character area is intended to protect the integrity of the established residential town neighborhoods within the city. Infill and redevelopment within this character area should be reflective and respectful of the established neighborhood development pattern. With multiple duplex dwellings adjacent to the subject property, this pattern of development has already been established, and the proposed rezoning and development would be reflective of the existing 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.

The proposed rezoning would create an island of R-5 at this location. However, the adjacent R-3 zone district shares several characteristics with the R-5 zone district, so this would not be considered spot zoning. The other C-1 tracts of land adjacent to the subject property are developed with either single-family dwellings or duplex dwellings, indicating a similar development pattern and unit/acre density to that proposed in this request. With the previously mentioned factors in mind, the proposed rezoning does not create concern for an entering wedge.

(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 can provide a recommendation to approve an R-5 rezoning of the subject property based on the following factors:

1. The R-5 zone district would allow for similar zoning and development to the majority of adjacent and nearby properties.
2. The R-5 zone district would be unlikely to have a negative impact on the values of adjacent properties based on the existing zoning and development of the neighboring properties.
3. The R-5 zone district would be a good fit for the Town Neighborhood character area in the Comprehensive Plan based on the adjacent and nearby zoning and development patterns.

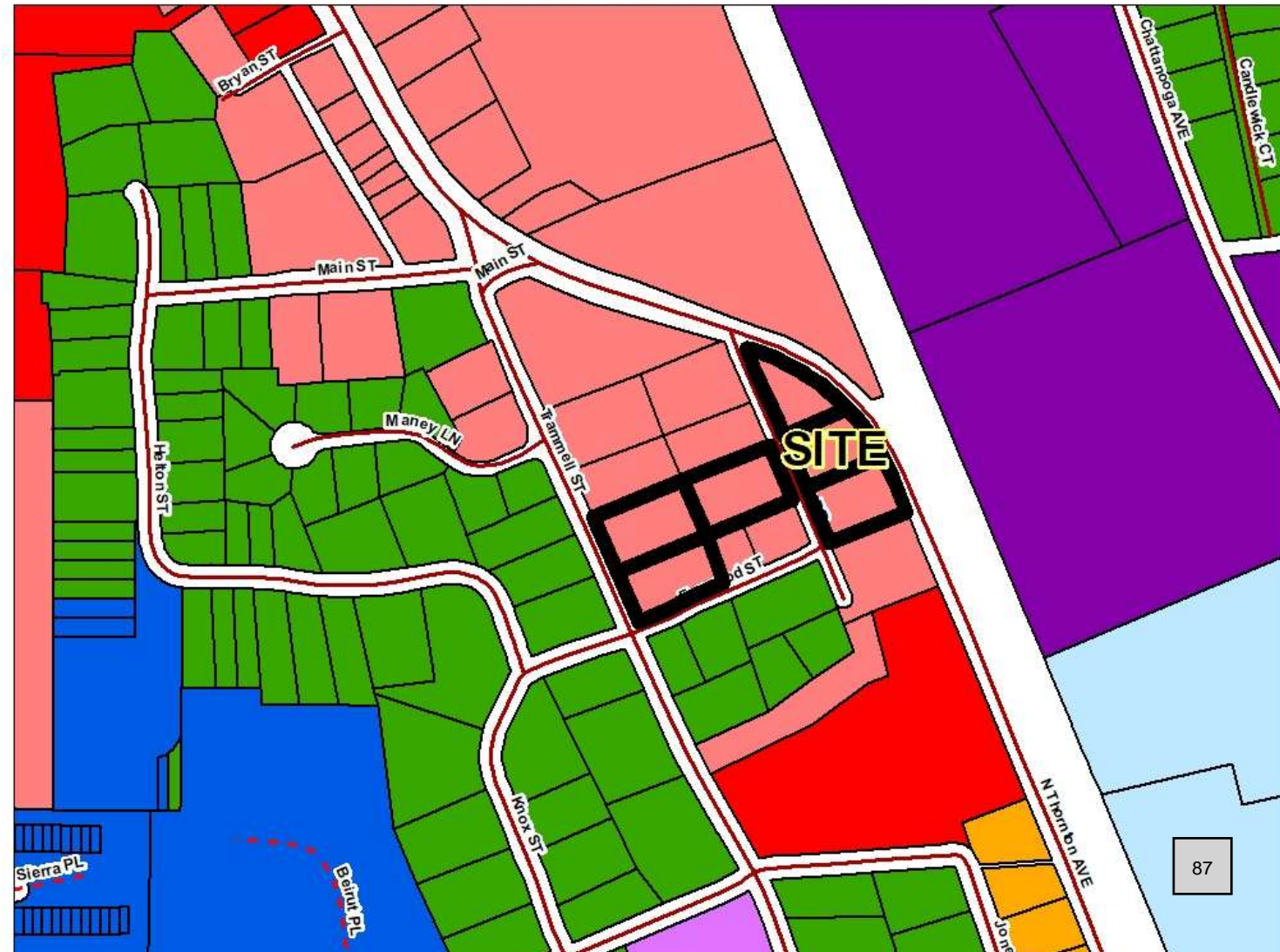
Arroqui Rezoning Request C-1, Neighborhood Commercial to R-5, Rural Residential CITY OF DALTON JURISDICTION



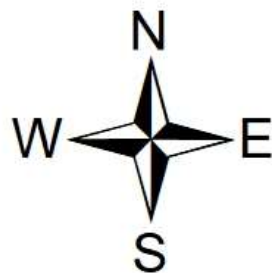
ZONING

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- High Density Residential (R-7)
- Mixed Use (MU)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

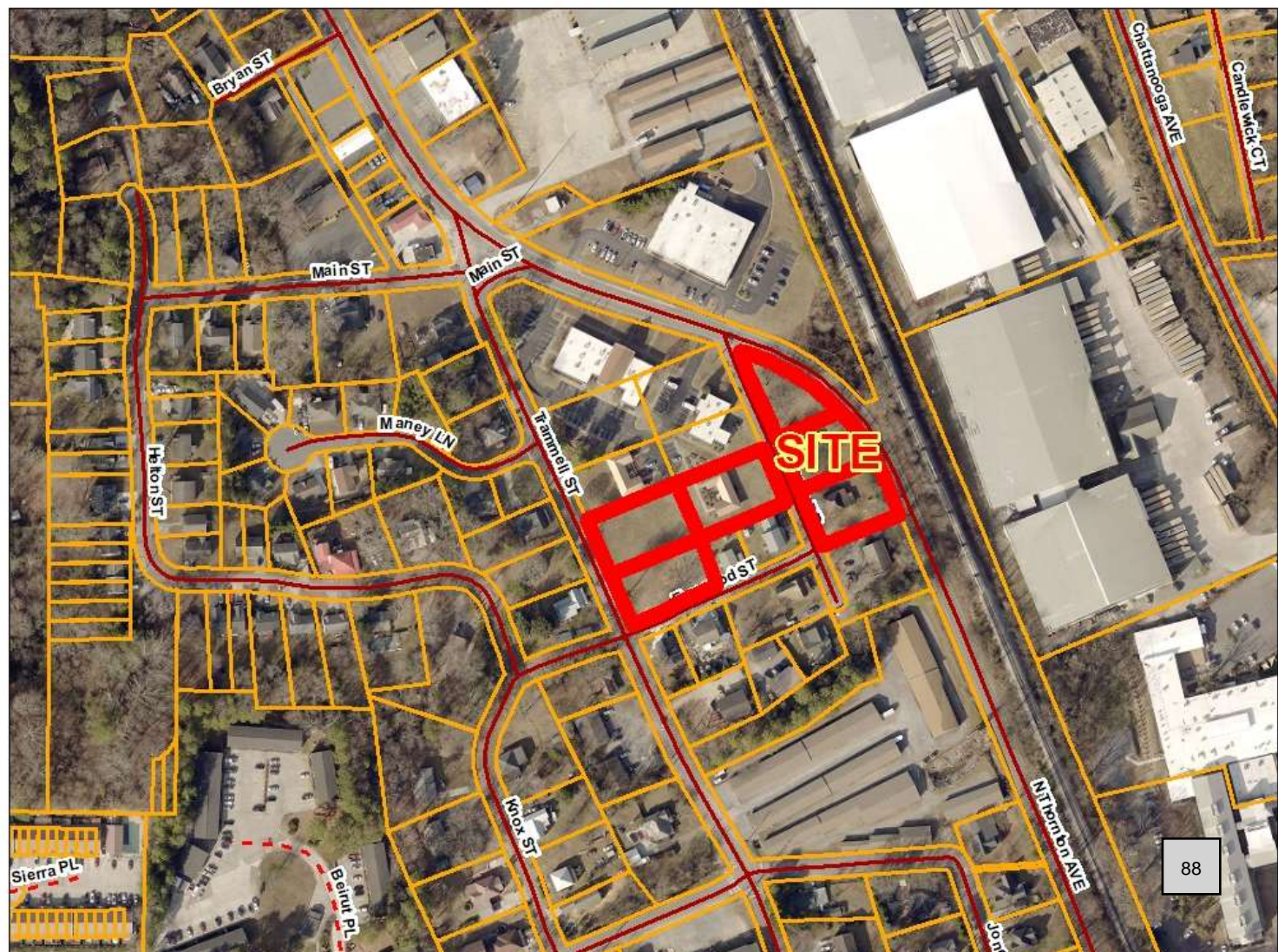
FEET
300



**Arroqui Rezoning Request
C-1, Neighborhood Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



**FEET
300**



**Arroqui Rezoning Request
C-1, Neighborhood Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



**FEET
150**



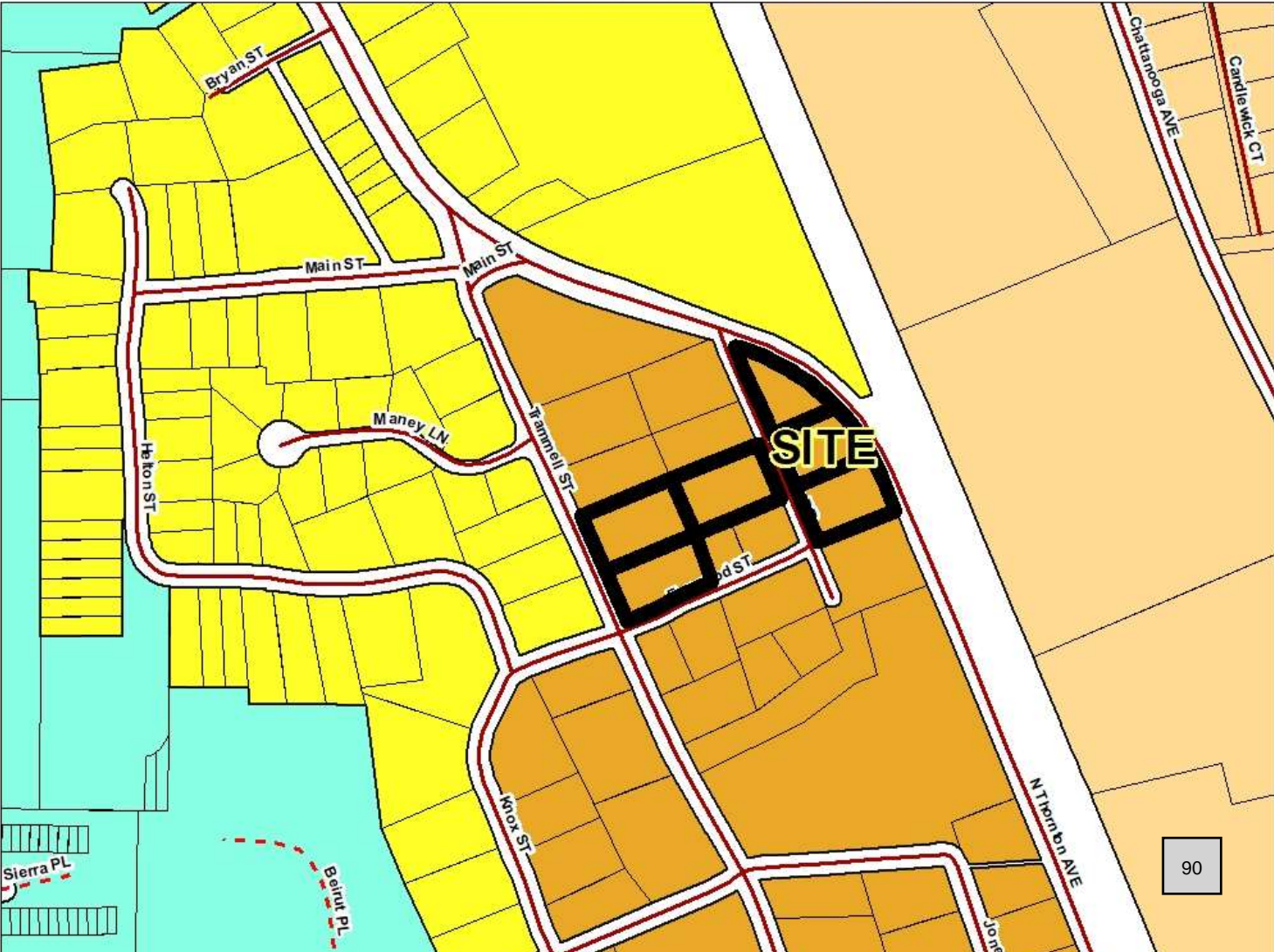
**Arroqui Rezoning Request
C-1, Neighborhood Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



FUTURE DEVELOPMENT MAP

-  Medical District
-  Suburban Neighborhood
-  Town Neighborhood
-  Town Neighborhood Revitalization

**FEET
300**





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

The request of Octavio Perez to rezone from High Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 0.70 acres located 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000)

DEPARTMENT

Planning and Zoning

REQUESTED BY

OCTAVIO PEREZ

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

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 25-17

To rezone property of Octavio Perez from a High Density Residential (R-7) Classification to a General Commercial (C-2) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Octavio Perez has petitioned for rezoning of certain real property he owns from R-7 classification to C-2 classification;

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

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

NOW, THEREFORE, 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 real property located within the city limits, which is identified as Tax Parcel No. 12-200-24-000 (the "Property"), is hereby rezoned from R-7 classification to C-2 classification.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

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

Section 5.

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

SO ORDAINED this _____ day of _____, 2025.

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 _____, seconded by Councilmember _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON

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: June 24, 2025

A. SUBJECT: The request of Octavio Perez to rezone from High Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 0.70 acres located at 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 23, 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 Darren Payne.

Public Hearing Summary:

Octavio Perez removed himself from the room for this public hearing to continue, as he is the petitioner.

Tyler White summarized the staff analysis, which recommended approval for the C-2 rezoning. There were no further questions for White.

Darren Payne spoke on behalf of Octavio Perez. Payne stated that the zoning would be more compatible for the use of the commercial building, and this change would revert the zoning to its previous zoning. Payne also stated that this change would allow for a vacant building to once again become an income-producing building.

No one spoke in favor of the rezoning.

No one spoke in opposition of the rezoning.

The public hearing closed at 7:15 pm.

Recommendation:

Octavio Perez excused himself from this vote as he was the petitioner. Chairman Lidderdale sought a motion for the rezoning. Brad Ramsey made a motion to approve the C-2 rezoning, and Chris Shiflett seconded. There was a unanimous recommendation to approve the C-2 rezoning 3-0.

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

ZONING CASE: Octavio Perez is seeking to rezone a tract of land from High-Density Residential (R-7) to General Commercial (C-2) (parcel 12-200-24-000) containing a total of 0.74-acre located at 501 N. Hamilton St. The tract is currently developed with a commercial building. The rezoning request to (C-2) is sought to serve the purpose of allowing the petitioner to use the subject property as a community convenience store:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land containing a single-family detached dwelling zoned R-3; 2) to the east, there are four adjacent tracts across N. Hamilton St that each contain commercial/industrial buildings that are all zoned Light Manufacturing M-1; 3) to the south, is a single adjacent tract of land zoned M-1 that contains an aging commercial building; 4) To the west, are three adjacent tracts of land that each contain a single-family detached dwelling and are zoned M-1.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The area surrounding the subject property is one of great diversity from a land use perspective. In this area, there is a mix of single-family, multi-family, commercial, and manufacturing zoning and land use. The subject property itself has also seen multiple uses within the existing building since it was constructed in 1959, ranging from a grocery store to a funeral home. The subject property has been vacant for some time now. Based on the size of the subject property's existing structure and existing parking area, there is sufficient space for a commercial retail use of the subject property. The proposed rezoning would be comparable to its existing development and former zoning. There would be very little expectation for a change in the character of the subject property based on the existing commercial building.

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

No impact on the economic value of adjacent property is expected if this rezoning is approved based on the existing development character of the subject property. The proposed C-2 rezoning of the subject property will simply permit commercial use of this property, similar to its previous commercial uses.

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

The subject property has been host to several different commercial businesses since it was first developed over 50 years ago. The subject property was certainly developed for commercial uses and has maintained its commercial character.

(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.

N/A

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

No impact is expected based on the existing development character of this area. This would simply allow the reoccupation of an existing commercial building.

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

The Comprehensive Plan and Future Development Map show the subject property to be within the Town Neighborhood Revitalization character area. This character area is intended to focus on aging neighborhoods within the city that have seen a decline in residential investment and that have been impacted by the encroachment of commercial and industrial developments. The goals for this character area are to restore the residential integrity to these areas by phasing out the aging commercial and industrial developments. While the existing development pattern throughout most of this area is single-family detached residential, the subject property lies at the point of convergence of the residential and manufacturing zones. An attempt was made in past years to convert the subject property to residential land use, but this conversion did not come to fruition. The proposed rezoning and use of the subject property would create an environment where a vacant structure could be reoccupied. Investment in the aging commercial building would better serve the adjacent neighborhood than vacancy and blight that will likely continue under its current zoning.

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

The proposed rezoning would, if approved, create an island of C-2 between the R-3 and M-1 zone districts. The historic development pattern in this area was diverse, and the existing character of the subject property is commercial. The adjacent manufacturing and nearby commercial zone district on North Hamilton St. do not give grounds for concern regarding spot zoning or an entering wedge.

(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 can recommend that the subject property be rezoned C-2 based on the following factors:

1. The C-2 rezoning would allow for the vacant commercial building on the subject property to be reoccupied.

2. Anticipation of adverse impact on property values surrounding the subject property is not an expected issue based on the existing development in the area and occupancy of the vacant commercial building.
3. The requested C-2 rezoning would be a better fit for the Comprehensive Plan and Future Development Map based on the lack of development interest in the residential zone district and the need to reduce vacancy in this area.

Perez Rezoning Request R-7, High Density Residential to C-2, General Commercial CITY OF DALTON JURISDICTION



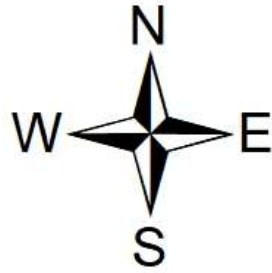
ZONING

- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

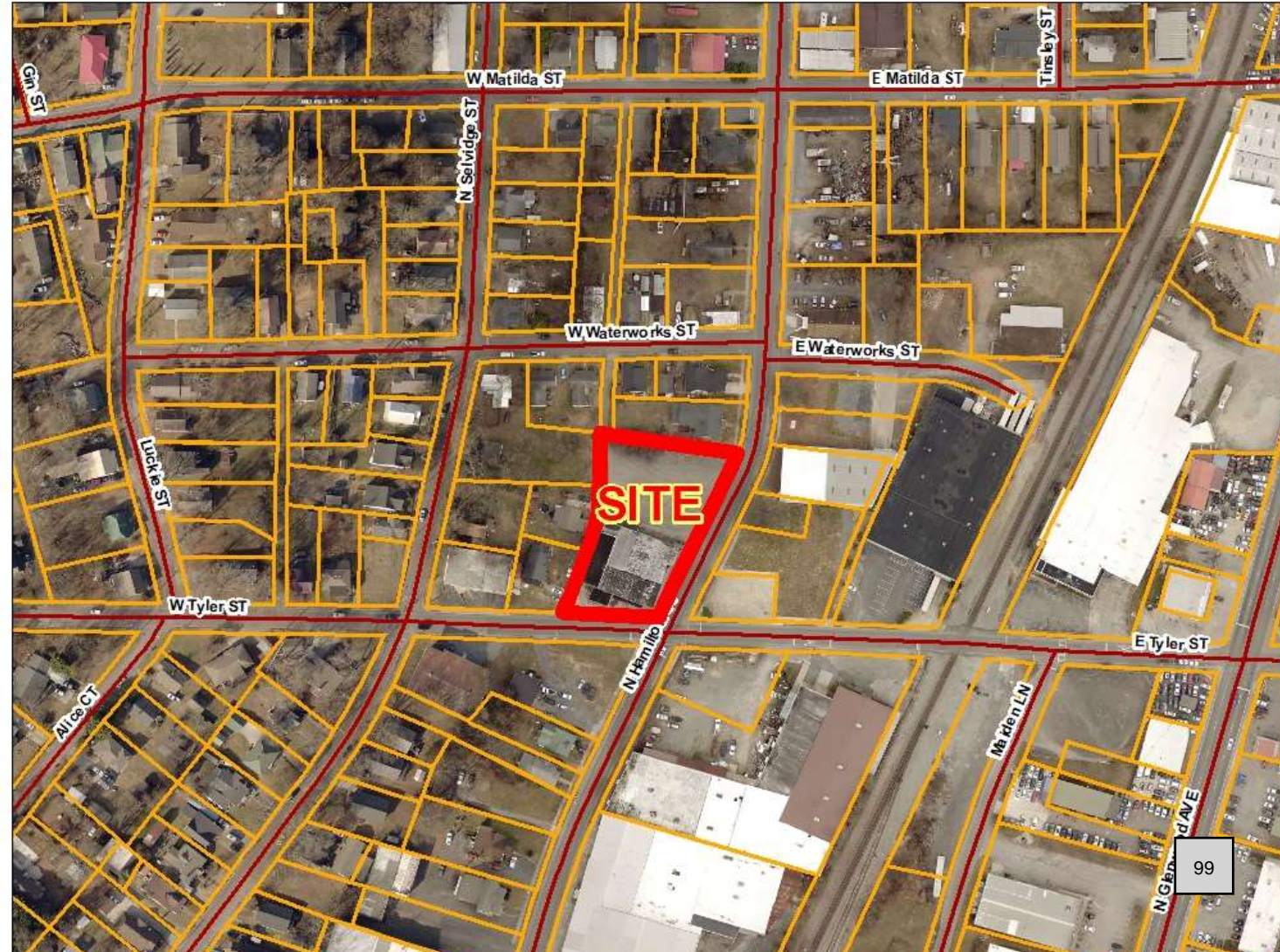
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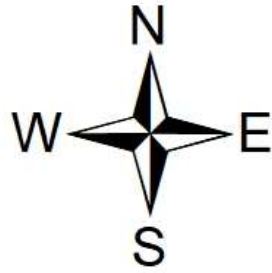
**Perez Rezoning Request
R-7, High Density Residential
to
C-2, General Commercial
CITY OF DALTON JURISDICTION**



**FEET
200**



**Perez Rezoning Request
R-7, High Density Residential
to
C-2, General Commercial
CITY OF DALTON JURISDICTION**



**FEET
100**



Perez Rezoning Request
R-7, High Density Residential
to
C-2, General Commercial
CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

First Reading Ordinance 25-19 Package Stores

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

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:

First Reading Ordinance 25-19 - To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Adding a New Section 6-113 Captioned "Package Stores"; By Reserving Sections 6-114 through 6-140 for Future Use; By Amending Section 6-107 Captioned "Disqualification Generally" By Striking, Repealing And Deleting Subsection (3) In Its Entirety Subsection And Substituting In Lieu Thereof A New Subsection (3); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE 25-19

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Adding a New Section 6-113 Captioned “Package Stores”; By Reserving Sections 6-114 through 6-140 for Future Use; By Amending Section 6-107 Captioned “Disqualification Generally” By Striking, Repealing And Deleting Subsection (3) In Its Entirety Subsection And Substituting In Lieu Thereof A New Subsection (3); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by Adding Section 6-113 captioned “Package Stores” which shall read as follows:

Sec. 6-113. Package Stores.

- (a) No license shall be issued for the retail sale of distilled spirits by the package unless the number of active retail package distilled spirits 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 valid and existing license for the retail sale of distilled spirits by the package, which does not otherwise lapse or become expired or revoked, may be renewed subject to the requirements and qualifications for renewal of alcohol beverage licenses set forth in Chapter 6 of this Code.
- (c) When an additional license for the retail package sale of distilled spirits 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 alcohol licenses described in Chapter 6 of 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 an alcohol 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 Chapter 6 of this Code for a license for the retail sale of distilled spirits by the package.

Section 2.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by reserving Sections 6-114 through 6-140 for future use.

Section 3.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by amending Section 6-107 captioned “Disqualification Generally” by striking, repealing and deleting subsection (3) thereof in its entirety and substituting in lieu thereof a new subsection (3) which shall read as follows:

- (3) The applicant or his Designated Agent, as a previous holder of a license to sell alcoholic beverages, has violated any law, regulation or ordinance relating to such business, or has surrendered its license with a charge pending regarding the violation of any law, regulation or ordinance relating to such business, within a 36-month period immediately preceding the date of the application. In the event of a renewal application, offenses prosecuted and resolved pursuant to this chapter shall not be considered.

Section 4.

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 5.

All ordinances or parts of ordinances in conflict herewith are hereby 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 _____, 2025.

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 _____, seconded by Councilmember _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/30/2025

AGENDA ITEM

Reappointment to the Library Board

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

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:

Reappointment of Judy Jolly to the Library Board for a 3-year term to expire June 30, 2028.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Appointment	Current Member	Term	Expiration	New Expiration	Appointment/Re-Appointment
Library Board	Jolly, Judy	3 Year	6/30/25	6/30/28	Re-Appointment



Northwest Georgia Regional Library System

Dalton-Whitfield · Calhoun-Gordon · Chatsworth-Murray
310 Capps Street, Dalton, GA 30720

June 26, 2025

City of Dalton
Mayor Annalee Sams
City Administrator Andrew Parker
PO Box 1205
Dalton, GA 30720

To Whom It May Concern,

I wish to recommend the City of Dalton to re-appoint Ms. Judy Jolly to serve the library as a board member of the Dalton-Whitfield County Public Library Board of Trustees for another term ending June 2028.

Judy Jolly is finishing her first full term at the end of June 2025, after filling an unexpired position through June 2022.

As this board position serves at the pleasure of your agency, I would appreciate your consideration of this appointment request.

Sincerely,

Betsy Powell
Interim Director

Northwest Georgia Regional Library System

310 Capps Street
Dalton, GA 30720

powellb@ngri.org

706-876-1365