



**MAYOR AND COUNCIL MEETING  
MONDAY, JULY 21, 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 and Council Minutes of June 30, 2025

**Unfinished Business:**

- [3.](#) Second 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).
- [4.](#) Second 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 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000).
- [5.](#) Second 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); By Amending Section 6-10 Captioned "Possession in Public Places" By Striking, Repealing And Deleting Subsection (c) In Its Entirety Subsection And Substituting In Lieu Thereof A New Subsection (c); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

**New Business:**

- [6.](#) Resolution 25-12 Authorizing Participation in An Amicus Brief in The Chang V. City of Milton Appeal Pending Before the Georgia Supreme Court
- [7.](#) Resolution 25-13 To Authorize Participation in Opioid Settlement Agreement with Purdue Pharma and the Sackler Family
- [8.](#) Resolution 25-14 A Resolution to Authorize Participation in Opioid Settlement Agreement with Eight Opioid Manufacturers
- [9.](#) Demolition Agreement and Easement Masonic Lodge No. 238
- [10.](#) Ratification of City Hall HVAC Project Change Order 001
- [11.](#) Integrated Builds Change Order #4 on Hangar Project at Airport
- [12.](#) Board Appointments
13. Agreement with Top Shelf Food and Beverage Management for Concession Stand Operations at Dalton Parks and Recreation

**Supplemental Business:**

14. CivicPlus Website Agreement

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JUNE 30, 2025

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and Ken Mishoe from the City Attorney Office. Councilmember Dennis Mock attended via zoom.

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 Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Jim Black asked the Mayor and Council to consider adding bike lanes.

AK Demirhat addressed the issue of delivery trucks not being able to deliver to his business due to limited parking. Mr. Demirhat stated he posted no parking signs so that he could have deliveries made to his restaurant. However, he stated, he was informed that he could not post private parking signs on City property and asked for direction as to how deliveries can be made to his restaurant.

STAFF REPORTS

There were no Staff Reports.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of June 16, 2025. On the motion of Councilmember Goodlett, second Councilmember Farrow, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-15 - AMENDING CHAPTER 50 CAPTIONED  
"ENVIRONMENT"

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council adopted the 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. The vote was unanimous in favor.

REVIEW OF (2) NEW 2025 ALCOHOL BEVERAGE APPLICATIONS

Assistant City Clerk Gesse Cabrera presented the following New 2025 Alcohol Beverage Applications:

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.  
PSC Recommendation: ☒ Approve

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the application. The vote was unanimous in favor.

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.  
PSC Recommendation: ☒ Approve

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the application. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING WITH THE DALTON SERENITY CLUB

City Administrator Andrew Parker presented a Memorandum of Understanding with the Dalton Serenity Club. Parker stated the MOU is to continue to support opioid recovery for local citizens and provide \$13,000 in funding to support their ongoing Narcotics Anonymous and other opioid recovery programs for the next 12 months. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the MOU. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING WITH THE CARTER HOPE CENTER

City Administrator Andrew Parker presented a Memorandum of Understanding with Carter Hope Center. Parker stated the MOU is to support opioid recovery for local citizens and provide \$24,000 in funding (\$2,000 per month) to W.O.L., Inc. d/b/a Carter Hope Center for their ongoing Narcotics Anonymous and other opioid recovery programs for the next 12 months. On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the MOU. The vote was unanimous in favor.



**RESOLUTION 25-09 CREATING A MORATORIUM ON THE OPENING OF CERTAIN BUSINESSES**

City Administrator Andrew Parker presented Resolution 25-09 Creating a Moratorium on the Opening of Certain Businesses which would enact a temporary moratorium of six (6) months on the approval of new Regulated Businesses outline below:

- 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 vaper products (collectively “Vape Shops”)
- Adult entertainment establishments
- Event centers
- Extended stay hotels
- Stores that operate coin operated amusement machines (COAM)
- Massage Parlors
- Pawnbrokers, pawn shops, and title pawn stores (“Pawn Businesses”)

Parker stated the City will analyze certain code sections in order to revise and implement ordinances and regulations which may be necessary to maintain the health, morals, safety, security, peace and general welfare of the City. On the motion of Council member Farrow, second Council member Lama, the Resolution was adopted. The vote was unanimous in favor.

**ADOPTION OF THE 2024 MILLAGE RATE**

Finance Director Cindy Jackson presented the 2024 Millage rate of 1.527 for the final 2024 tax digest which is the calculated rollback rate. Jackson stated the 2023 Millage rate was 1.936 which is a net tax decrease of \$197,607 or -2.282%. On the motion of Council member Lama, second Council member Farrow, the 2024 Millage rate was approved. The vote was unanimous in favor.

**RESOLUTION 25-10 CERTIFYING ESTIMATED 2025 ROLLBACK MILLAGE RATE**

Finance Director Cindy Jackson presented Resolution 25-10 certifying the estimated 2025 Rollback Millage Rate. Jackson stated with the passage of HB581 (2024) and HB 92 (2025), HB581 created the estimated roll-back rate, designed to provide local governments with more flexibility in accurately previewing that year’s millage rate to the property owner on their “notice of assessment”. Jackson continued stating that HB 92 added a deadline by which the estimated roll-back rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated roll back rate. Jackson noted the estimated rollback millage rate is 1.6 mills for the 2025 tax digest. On the motion of Council member Farrow, second Council member Goodlett, the Resolution was approved. The vote was unanimous in favor.

**RESOLUTION 25-11 TO ADOPT THE 2025 - 2026 CDBG ANNUAL ACTION PLAN**

Finance Director Cindy Jackson presented Resolution 25-11 to adopt the 2025 - 2026 CDBG Annual Action Plan. Jackson stated HUD requires Entitlement Communities to prepare and approve an Annual Action Plan for the five years under the Consolidated Plan in order to establish activities associated with priorities designated under the Consolidation Plan. On the motion of Council member Goodlett, second Council member Lama, the Mayor and Council approved the Fiscal Year 2025 Annual Action Plan. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGE – NO PARKING - TRAMMELL, CLARK & W. HAWTHORNE STREETS

Public Works Director Chad Townsend presented a Traffic Control Change that includes No Parking on both sides of the streets for Trammell Street from West Waugh Street to Clark Street and for Clark Street from approximately 220 ft. west of its intersection with W. Hawthorne Street due to the location's proximity to the Trammel Street – Clark Street intersection. On the motion of Council member Goodlett, second Council member Lama, the Mayor and Council approved the Traffic Control Change. The vote was unanimous in favor.

AGREEMENT FOR SALE & PURCHASE OF REAL ESTATE - 616 N. ELM STREET

Public Works Director Chad Townsend presented an Agreement for the Sale & Purchase of Real Estate - 616 N. Elm Street in the amount of \$2500.00. Townsend stated this easement acquisition will facilitate the Glenwood Avenue stormwater improvements project and will allow the new drainage infrastructure to be installed. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the purchase. The vote was unanimous in favor.

RATIFICATION OF GEORGIA APPALACHIAN REGIONAL COMMISSION PRE-APPLICATION FOR PROJECT FUNDS FOR PHASE I OF THE EAST MORRIS CORRIDOR PROJECT

Public Works Director Chad Townsend presented a pre-application for Project Funds for Phase I of the East Morris Corridor Project. Townsend stated the City was presented with an opportunity to secure grant funding in the amount of \$2 million from the Appalachian Regional Commission and a pre-application was submitted to attempt to secure the funding. Townsend further stated this project is designed to improve the sidewalk connectivity from 5<sup>th</sup> Avenue to Walnut Avenue. On the motion of Council member Goodlett, second Council member Lama, the Mayor and Council approved the submission of the pre-application. The vote was unanimous in favor.

CHANGE ORDER #3 HANGAR DEVELOPMENT AT AIRPORT

Airport Director Andrew Wiersma presented Change Order #3 Hangar Development at Airport. Wiersma stated that due to a change in engineer, the general contractor is sub-contracting with a structural engineer for drawings of the foundations of each hangar building. Wiersma stated the cost is \$3,225.00 and it is within the project budget. On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the Change Order. The vote was unanimous in favor.

RELEASE AND SETTLEMENT AGREEMENT WITH NORTHWEST GEORGIA PAVING

City Administrator Andrew Parker presented the Release and Settlement Agreement with Northwest Georgia Paving to resolve a legal dispute regarding work quality on the fence installation at Heritage Point Soccer Complex. Parker stated a number of fence posts started to lean and it was determined the posts were not installed as per the plan specification. Parker further stated the contractor agreed to the settlement terms and have started corrective work. Parker noted the settlement agreement releases the contractor of future responsibility as to the fence only. On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the Release and Settlement Agreement. The vote was unanimous in favor.

CONTRACT WITH SAGES NETWORKS, INC., - CODE ENFORCEMENT REPORTING SOFTWARE

Code Enforcement Supervisor Dan Lewallen presented a contract with Sages Networks, Inc., for Code Enforcement Reporting Software. Lewallen stated the upfront cost is \$6667 for 2025 which includes data migration and beginning in 2026 a cost of \$4000 annual with a rate lock through 2029. Lewallen stated the existing case management/reporting software contract ends November 2025. On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the Contract. The vote was unanimous in favor.

FIRST READING ORDINANCE 25-16 – REZONING REQUEST - SEBASTIAN ARROQUI

The Mayor and Council held a First Reading of Ordinance 25-16 a Request from 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). Assistant Planning Director Ethan Calhoun stated the request received a positive recommendation from Staff and the Planning Commission.

FIRST READING ORDINANCE 25-17 - REZONING REQUEST - OCTAVIO PEREZ

The Mayor and Council held a First Reading Ordinance 25-17 a Request from 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). Assistant Planning Director Ethan Calhoun stated the request received a positive recommendation from Staff and the Planning Commission.

FIRST READING ORDINANCE 25-19 - TO AMEND CHAPTER 6 CAPTIONED “ALCOHOLIC BEVERAGES”

The Mayor and Council held a First Reading of 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.

City Administrator Andrew Parker stated the ordinance is to address a concern brought forward to the Mayor and Council regarding limiting the number of liquor stores within the City of Dalton.

REAPPOINTMENT – LIBRARY BOARD

On the motion of Council member Farrow, second Council member Lama, the Mayor and Council reappointed Judy Jolly to the Library Board for a 3-year term to expire June 30, 2028.

ANNOUNCEMENT

Mayor Sams announced 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

There being no further business to come before the Mayor and Council, on the motion of Councilmember Farrow, second Councilmember Goodlett the meeting was adjourned at approximately 6:41 p.m.

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Bernadette Chattam  
City Clerk

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Annalee Sams, Mayor

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



# CITY COUNCIL AGENDA REQUEST

## MEETING TYPE

Mayor & Council Meeting

## MEETING DATE

7/21/2025

## AGENDA ITEM

Second 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)

## 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](http://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.

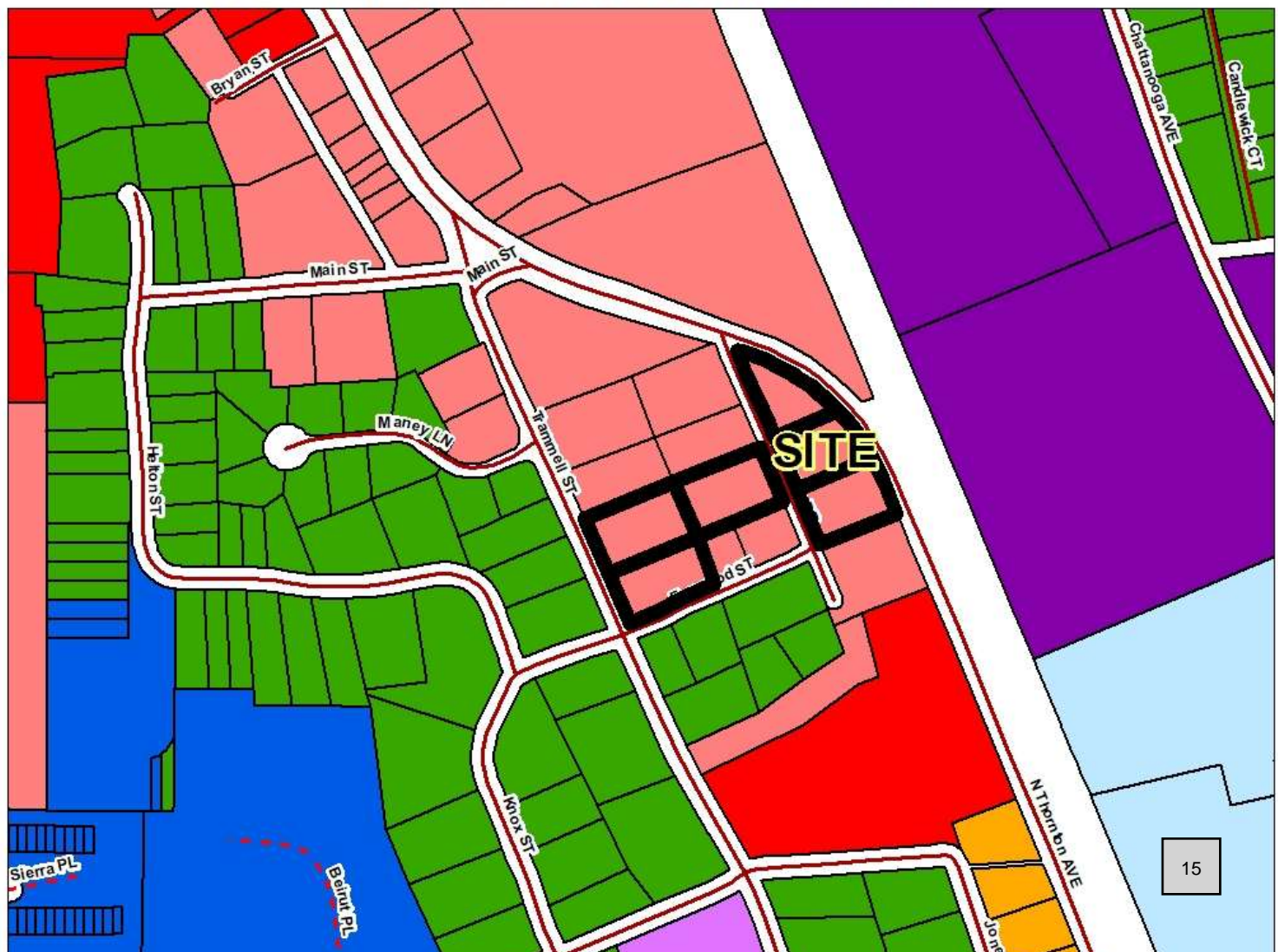
**Arroqui Rezoning Request  
C-1, Neighborhood Commercial  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION**



**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**

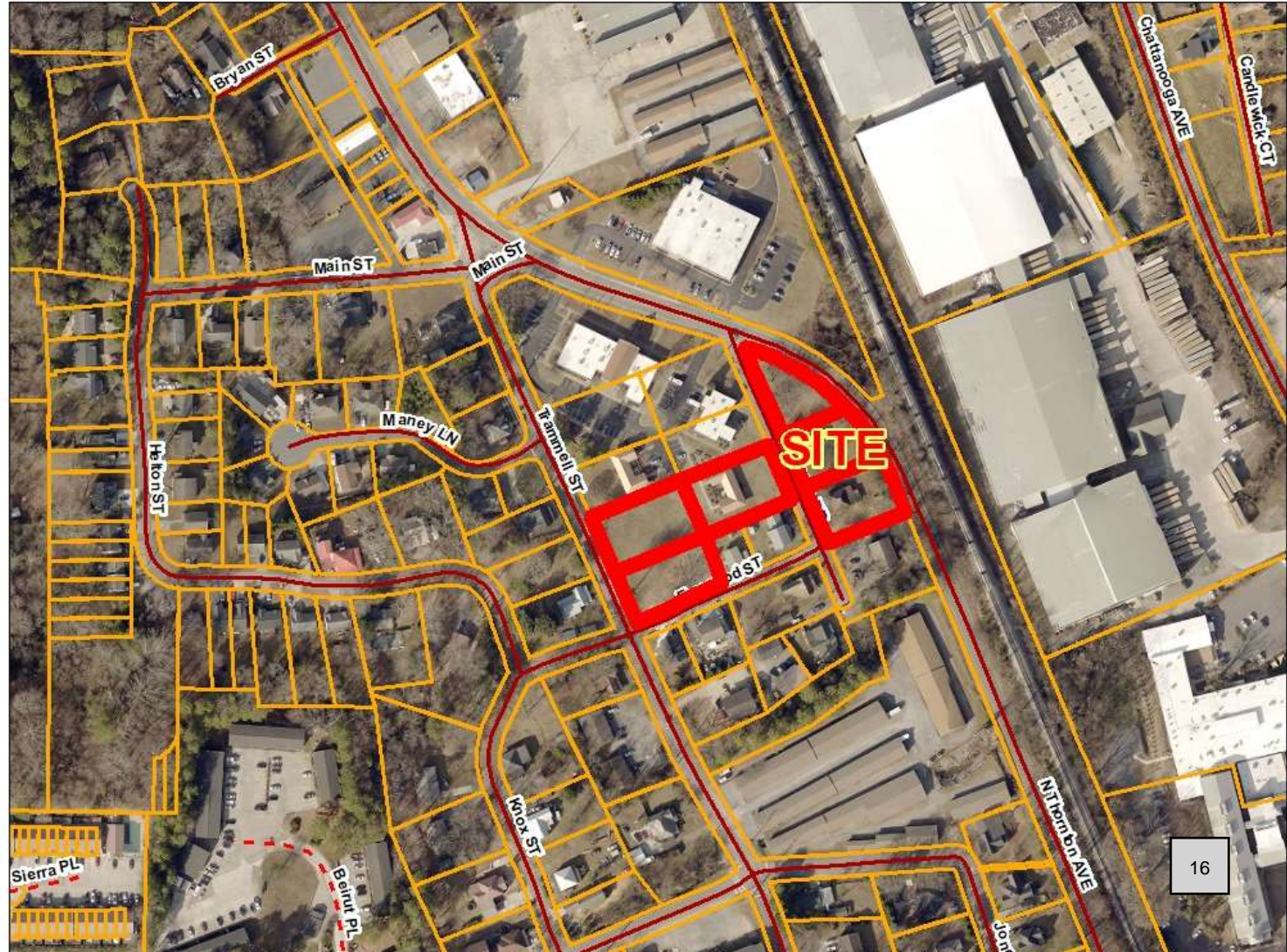




**Arroqui Rezoning Request  
C-1, Neighborhood Commercial  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION**



**FEET  
300**





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



**FEET  
150**

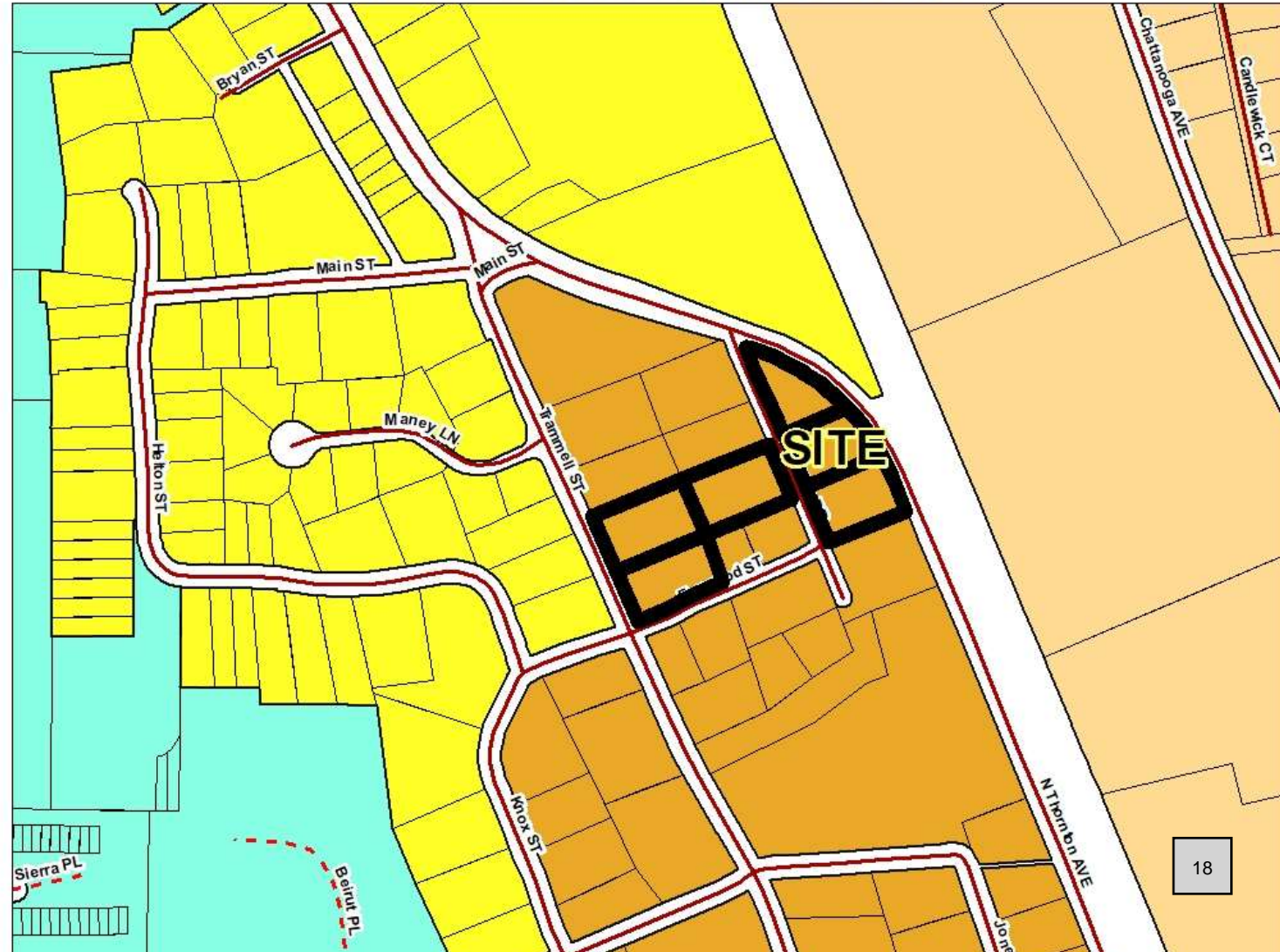




**Arroqui Rezoning Request  
C-1, Neighborhood Commercial  
to  
R-5, Rural Residential  
CITY OF DALTON JURISDICTION**



**FEET  
300**





## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/2025

### AGENDA ITEM

Second 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 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](http://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)

**FEET**  
**200**

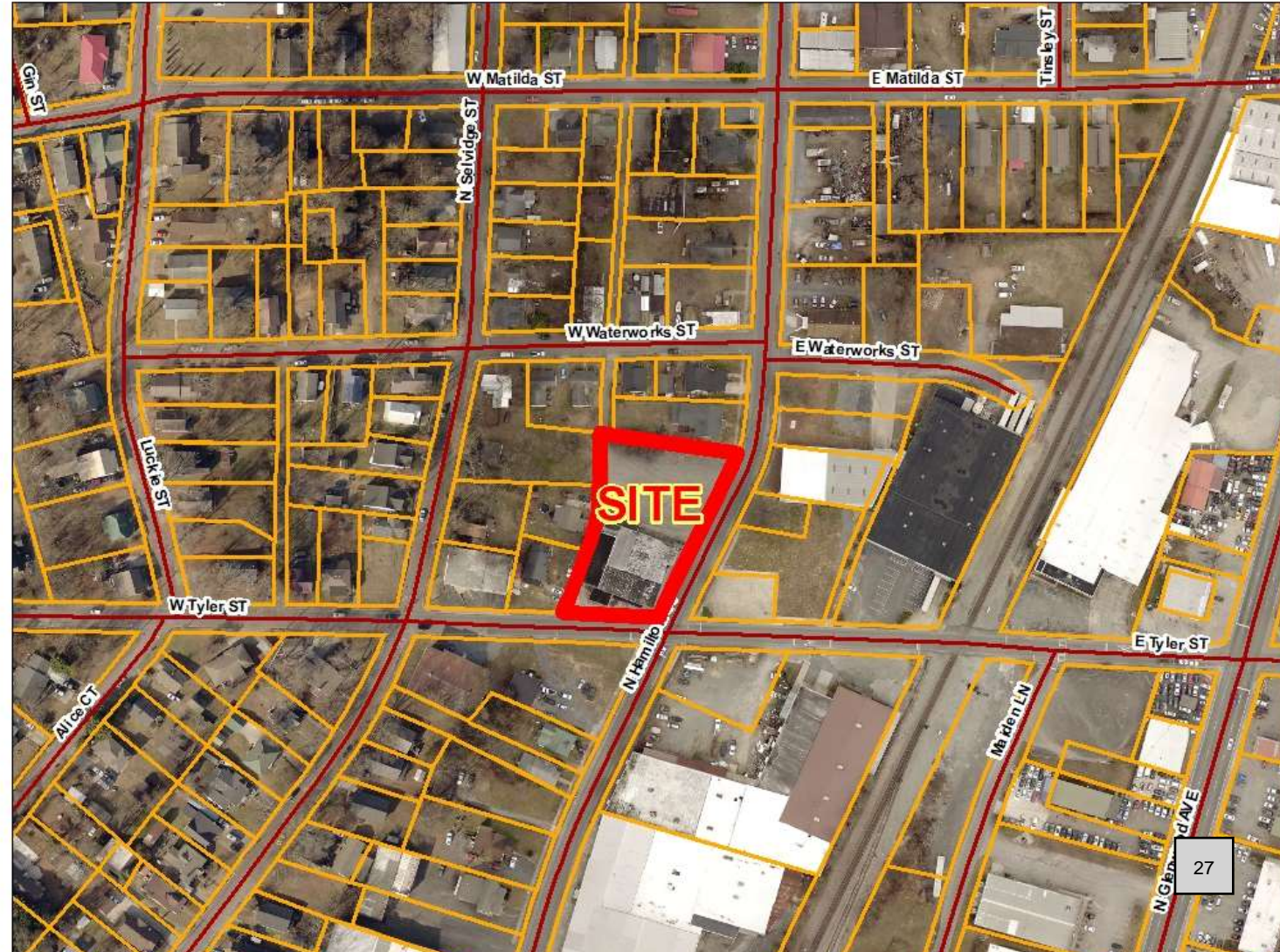




**Perez Rezoning Request  
R-7, High Density Residential  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION**



**FEET  
200**





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

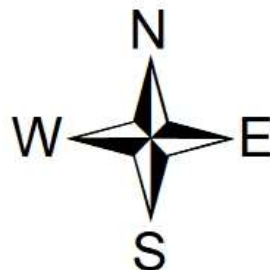


**FEET  
100**





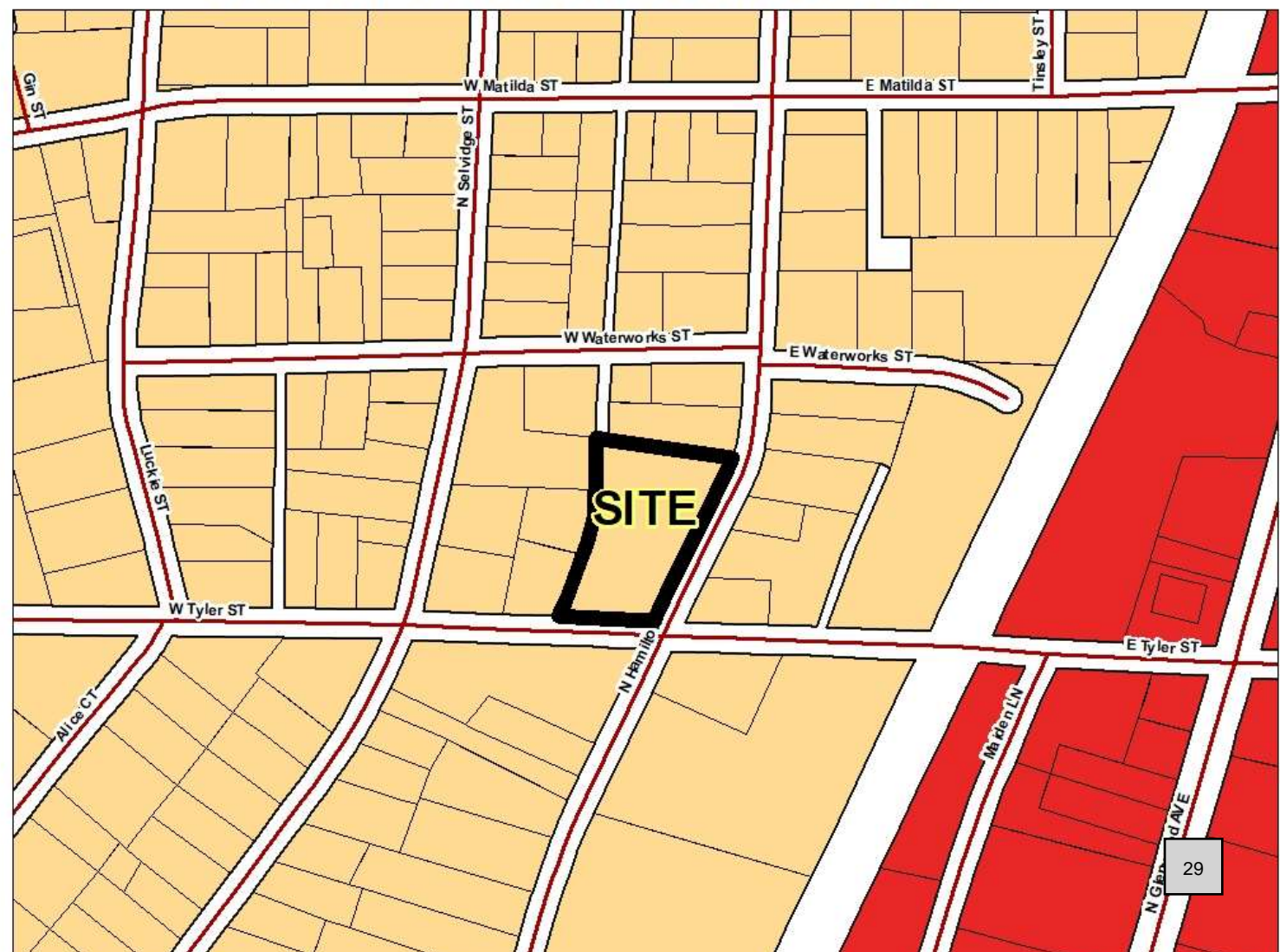
**Perez Rezoning Request  
R-7, High Density Residential  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION**



**FUTURE DEVELOPMENT MAP**

-  Commercial Corridor
-  Town Neighborhood Revitalization

**FEET  
200**





# CITY COUNCIL AGENDA REQUEST

## MEETING TYPE

Mayor & Council Meeting

## MEETING DATE

7/21/2025

## AGENDA ITEM

Second 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:

Second 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](http://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); By Amending Section 6-10 Captioned “Possession in Public Places” By Striking, Repealing And Deleting Subsection (c) In Its Entirety Subsection And Substituting In Lieu Thereof A New Subsection (c); 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 or transferred subject to the requirements and qualifications for the same set forth in Chapter 6 of this Code. Nothing in this section shall be construed to prohibit approval of applications for alcoholic beverage licenses as set forth in Section 6-208 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.**

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by amending Section 6-10 captioned “Possession in Public Places” by striking, repealing and deleting subsection (c) thereof in its entirety and substituting in lieu thereof a new subsection (c) which shall read as follows:

- (c) Within the area bordered on the north by Hawthorne Street, on the east by the western right-of-way of the L&N Railway, on south by Morris Street and on the west by Thornton Avenue (the "area"); the following regulations shall apply:
- (1) *Two drink on-street limit.* Any establishment within the area licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense alcoholic beverages in a paper or plastic cup conforming to cup specifications promulgated by the Downtown Dalton Development Authority from time to time for removal from the premises; provided, however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time for removal from the premises, and no person shall remove at one time more than two such alcoholic beverages from the licensed premises.
- (2) *Size limited.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 20 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places

within the defined area any open alcoholic beverage container which exceeds 20 fluid ounces in size. The volume of alcoholic beverage in any such container shall not exceed 16 fluid ounces.

- (3) *Drinking from can, bottle, or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.
- (4) *Outside consumption of alcoholic beverages permitted within the area.* Outside consumption of an alcoholic beverage from a container that is in compliance with this subsection (c) of section 6-9 and obtained from an establishment within the area licensed to dispense alcoholic beverages by the drink for consumption on the premises is permitted within the area between 12:30 p.m. and midnight. Provided, however, consumption of an alcoholic beverage in a parked or moving vehicle within the area is prohibited.

#### **Section 5.**

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 6.**

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

#### **Section 7.**

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

7/21/2025

### AGENDA ITEM

RESOLUTION 25-12 SUPPORTING AMICUS BRIEF

### 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:

RESOLUTION 25-12 OF THE CITY OF DALTON, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL PENDING BEFORE THE GEORGIA SUPREME COURT.

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

**RESOLUTION 25-12 OF THE CITY OF DALTON, GEORGIA (the “CITY”) AUTHORIZING  
PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL  
PENDING BEFORE THE GEORGIA SUPREME COURT**

**WHEREAS**, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

**WHEREAS**, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

**WHEREAS**, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

**WHEREAS**, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

**WHEREAS**, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

**WHEREAS**, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its “streets and sidewalks in a reasonably safe condition” or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a “defect[] in the public roads of [the municipality’s] municipal street system”? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its “streets and sidewalks in a reasonably safe condition” and that the planter on the shoulder of the roadway is a “defect[] in the public roads of [the municipality’s] municipal street system”? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

**WHEREAS**, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

**WHEREAS**, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

**WHEREAS**, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,



**WHEREAS**, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's cities.

**NOW THEREFORE BE IT RESOLVED**, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party.

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

7/21/2025

### AGENDA ITEM

Resolution 25-13 To Authorize Participation in Opioid Settlement Agreement with Purdue Pharma and the Sackler Family

### 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:

Resolution 25-13 To Authorize Participation in Opioid Settlement Agreement with Purdue Pharma and the Sackler Family

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## **RESOLUTION 25-13**

### **A RESOLUTION TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT AGREEMENT**

**WHEREAS**, A proposed nationwide settlement agreement (“Settlement Agreement”) has been reached with Purdue Pharma, L.P. and the Sackler family concerning alleged misconduct related to opioids;

**WHEREAS**, the details of said settlement may be reviewed at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>;

**WHEREAS**, the Settlement Agreement provides participants with funds to be used for the purpose of mitigating the effects of opioid abuse in their respective communities;

**WHEREAS**, the Attorney General of the State of Georgia has approved participation in the Settlement Agreement;

**WHEREAS**, it appears in the best interests of the City of Dalton to participate in the Settlement Agreement and receive and use settlement funds for the purpose of mitigating the effects of opioid abuse in this community;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby authorize the City of Dalton to participate in the Settlement Agreement;

**BE IT FURTHER RESOLVED**, that the City Administrator and Chief Financial Officer of the City of Dalton are hereby authorized to execute all documents as may be required to opt in to the Settlement Agreement;

**BE IT FURTHER RESOLVED**, that the City Administrator and Chief Financial Officer of the City of Dalton be, and hereby are, authorized and empowered to take other such actions and to execute for and on behalf of the City any other such documents in connection with said transaction, including the filing of any required reports, along with such other documents, instruments, certificates, assignments, and papers which, in the judgment of the City Administrator or Chief Financial Officer, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the City Administrator and Chief Financial Officer on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the City Administrator or Chief Financial Officer on behalf of the City are herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the City Administrator and Chief Financial Officer in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of the City Administrator and Chief Financial Officer to any of the consents, agreements, instruments, certificates, assignments, papers,

and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the same to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of the City.

**BE IT FURTHER RESOLVED**, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

**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;

**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 Tem

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/2025

### AGENDA ITEM

Resolution 25-14 A Resolution to Authorize Participation in Opioid Settlement Agreement with Eight Opioid Manufacturers

### 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:

Resolution 25-14 A Resolution to Authorize Participation in Opioid Settlement Agreement with Eight Opioid Manufacturers.

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## **RESOLUTION 25-14**

### **A RESOLUTION TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT AGREEMENT**

**WHEREAS**, proposed nationwide settlement agreements (“Settlement Agreements”) have been reached with eight opioid manufacturers to wit: Alvogen, Inc. Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivio, Inc., Mylan Pharmaceuticals, Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA), Inc. (the “Manufacturers”);

**WHEREAS**, the details of each said settlement may be reviewed at <https://nationalopioidsettlement.com/additional-settlements/>;

**WHEREAS**, the Settlement Agreements provide participants with funds to be used for the purpose of mitigating the effects of opioid abuse in their respective communities;

**WHEREAS**, the Attorney General of the State of Georgia has approved participation in the Settlement Agreements;

**WHEREAS**, it appears in the best interests of the City of Dalton to participate in the Settlement Agreements and receive and use settlement funds for the purpose of mitigating the effects of opioid abuse in this community;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby authorize the City of Dalton to participate in the Settlement Agreements;

**BE IT FURTHER RESOLVED**, that the City Administrator and Chief Financial Officer of the City of Dalton are hereby authorized to execute all documents as may be required to opt in to the Settlement Agreements;

**BE IT FURTHER RESOLVED**, that the City Administrator and Chief Financial Officer of the City of Dalton be, and hereby are, authorized and empowered to take other such actions and to execute for and on behalf of the City any other such documents in connection with said transaction, including the filing of any required reports, along with such other documents, instruments, certificates, assignments, and papers which, in the judgment of the City Administrator or Chief Financial Officer, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the City Administrator and Chief Financial Officer on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the City Administrator or Chief Financial Officer on behalf of the City are herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the City Administrator and Chief Financial Officer in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of the City Administrator and Chief Financial Officer to any of the consents, agreements, instruments, certificates, assignments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the same to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of the City.

**BE IT FURTHER RESOLVED**, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

**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;

**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 Tem

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/2025

### AGENDA ITEM

Demolition Agreement and Easement Masonic Lodge No. 238

### 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:

Demolition Agreement and Easement Masonic Lodge No. 238

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722



[Space above this line for recording data.]

| Please Record and Return To:  | Tax Parcel I.D. No.:               | Cross Reference:   |
|---|------------------------------------|--|
| Jonathan L. Bledsoe<br>The Minor Firm<br>P.O. Box 2586<br>Dalton, GA 30722-2586 | 12-238-05-016 and<br>12-238-05-032 | Deed Book V Page 463,<br>Whitfield County, Georgia Land<br>Records |

## DEMOLITION AGREEMENT AND EASEMENT

Georgia, Whitfield County

This **Demolition Agreement and Easement** (this “Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

### WITNESSETH:

**WHEREAS**, Grantee claims that the structure located at 600 South Hamilton Street, Dalton, Georgia, and being more particularly described on Exhibit “1” attached hereto and by this reference made a part (the “Property”) is vacant, substandard, deteriorated, and dilapidated (“the Building”), which amounts to a violation of the ordinances of the City of Dalton; and

**WHEREAS**, Grantor is the owner in fee simple of the Property, and Grantor’s mailing address is Dalton Masonic Lodge #238, P.O. Box 3450, Dalton Ga 30719 (the “Mailing Address”) ; and

**WHEREAS**, Grantee contacted Grantor and has demanded that the Grantor pay for the removal of the Building because it is in violation of City Ordinances; and

**WHEREAS**, Grantee claims that removal of the Building is for the betterment of the public’s health, safety, and welfare; and

**WHEREAS**, Grantor is unable to demolish Building expediently, and as a result, the parties entered into negotiations to resolve their dispute; and

**WHEREAS**, Grantee has agreed to demolish the Building provided that Grantor pay Grantee for all costs thereof and Grantor has agreed to secure Grantor's obligation to repay Grantee by granting Grantee a Security Deed to the Property;

**NOW, THEREFORE**, for and in consideration of the above-recited premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and 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. Consideration by Grantee. Grantee, its agents and representatives agree to do the following:

a. Remove the Building by demolition in the nature of a destructive training exercise of the Dalton Fire Department including destructive asbestos testing if required, and remove all demolition debris as well as all rubbish, scrap metal, wood, building materials, rubble and other trash located in the Building and on the Property, and all paved surfaces that Grantee determines must be removed to complete the demolition, in the sole discretion of Grantee staff except the public sidewalk on the Property, and to clear the site at the sole discretion of Grantee staff. Such demolition and removal shall occur as soon as possible, but no later than 90 days following the execution of this Agreement.

b. Leave the Property without the Building and other structures as the case may be, after the demolition has occurred in reasonably good condition and to perform its demolition work in a workmanlike manner for which Grantor shall have no liability to any third persons.

c. Remove any trees or shrubs that Grantee determines must be removed to complete the demolition, in the sole discretion of Grantee.

d. Within 60 days after the work contemplated by this Agreement is completed, to provide to Grantor at the Mailing Address an invoice identifying the costs for; i) title search and all attorney's fees arising out of or in any way related to this Agreement; ii) any asbestos survey; iii) any abatement of asbestos, if applicable; iv) the lot leveling, seeding and strawing, if applicable; v) the costs of demolition and removal; vi.) the haul off of demolition debris to landfill (the "Costs of Removal").

3. Consideration by Grantor. Grantor, and Grantor's agents and representatives agree to the following:

a. Grantor shall remove all personal property from the Building and the Property at least twenty-four (24) hours prior to when the demolition is scheduled to occur. Grantor agrees that all personal property left in the Building and on the Property at the time of the scheduled demolition shall be considered abandoned and that ownership of the personal property remaining in the Building or on the Property shall be transferred to Grantee, which shall have the right and sole discretion to dispose of the personal property remaining in the Building or on the Property as it sees fit.

b. Grantor specifically agrees that Grantor will not enter onto the Property while the demolition is occurring and will not interfere with the demolition, debris removal, grading or the re-establishment of vegetation, if any, on the Property in any manner.

c. Grantor shall permit all trees and shrubs located on the Property to be removed at Grantee's discretion without any interference.

d. Grantor shall receive Grantee's invoice referenced in paragraph 2.d of this Agreement and shall pay same upon receipt but not later than 30 days thereafter.

e. Grantor waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Grantor fails to pay same, any lien filed against the Property in conjunction therewith.

f. By his signature on this Agreement, Grantor hereby grants Grantee authority to act on his behalf to disconnect all utilities to the Property and Building at the point of origin or mains.

g. Grantor represents to Grantee that any and all insurance policies covering the Building and any personal contents contained therein have been cancelled and are, therefore, no longer in force and effect.

h. The Grantor, and Grantor's agents and representatives release Grantee, its agents and assigns from all claims, demands, suits, judgments, and causes of action of any kind arising out of Grantee's actions taken pursuant to this Agreement. The Grantor shall indemnify and hold Grantee harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witness fees, cost of defending any such action or claim, or appeals, arising out of Grantee's actions taken pursuant to this Agreement.

i. Grantor hereby agrees to grant a Security Deed to Grantee (the "Security Deed") in the form as attached in Exhibit "2" to security the obligations of Grantor to repay Grantee for all Costs of Removal, said Security Deed to be recorded in the Whitfield County, Georgia Land Records. Upon payment of the Costs of Removal Grantee shall execute a Quit Claim Deed from Grantee to Grantor releasing the Property from the Security Deed and the obligations and easements contained in is Agreement.

4. Easement. The Grantor hereby grants Grantee and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 hereof but limited temporarily to such time as necessary for completion of such destructive training exercise and asbestos testing and debris removal and clean up in order to fulfill Grantee's work set forth in Section 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth; the parties voluntarily enter into this Agreement.

6. 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 and constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

7. Amendment and Modification. The terms of this Agreement may be amended, modified or eliminated, and the observance or performance of any term, covenant, condition or provision herein may be omitted or waived (either generally or in a particular instance and either prospectively or retroactively) only by the written consents of all parties hereto. No omission or waiver shall be deemed to excuse any future observance or performance or to constitute an amendment, modification or elimination unless it

expressly so states. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

8. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Controlling Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Each of the parties consents to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia for any legal action, suit, or proceeding arising out of or in connection with this Agreement, and agrees that any such action, suit, or proceeding may be brought only in such court. Each of the parties further waives any personal jurisdiction defense regarding the laying of venue for any such suit, action, or proceeding in such court.

10. Severability. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

11. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

12. Captions. The sections and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement, or to affect the meaning or interpretation of this Agreement.

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 parties the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Frances A. Cobb  
Unofficial Witness

C. Yvonne Prater  
Notary Public

My commission expires: 04/06/2026

Aaron Prater (Seal)  
Aaron Prater, as Worshipful Master of The  
Masonic Lodge No. 238 for the Order of the Free  
and Accepted Masons

Oliver Cobb (Seal)  
Oliver Cobb, Authorized Agent of The Masonic  
Lodge No. 238 for the Order of the Free and  
Accepted Masons

[Notarial Seal]



Signed, sealed and delivered  
In the presence of:

**City of Dalton**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

By: \_\_\_\_\_(Seal)

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

Title: \_\_\_\_\_

[Notarial Seal]

### **EXHIBIT "1"**

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall.

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.

## EXHIBIT "2"

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

1. Date of the Deed: \_\_\_\_\_, 2025.
2. Signatories/Parties to the Deed:  
Grantor: Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons,  
Grantee: City of Dalton, Georgia
3. Mailing Address of Grantee: PO Box 1205, Dalton, GA 30722
4. Map and Parcel ID Number(s): 12-238-05-016 and 12-238-05-032
5. Original Loan Amount: \$ n/a
6. Initial Maturity Date: n/a
7. Intangible Recording Tax: \$ none
8. Intangible Recording Tax Exemption Authority: Grantee is a Municipality and exempt under the provisions of O.C.G.A. § 48-6-2(a)(2).

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT.

## SECURITY DEED

Georgia, Whitfield County

**THIS SECURITY DEED** (this "Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, having a mailing address of PO Box 1205, Dalton, GA 30722, Grantee.

### WITNESSETH:

**THAT, WHEREAS**, this Security Deed is granted by Grantor to secure the prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement and Easement Agreement of even date entered into between Grantor as grantor therein and Grantee as grantee therein (the "Demolition Agreement"), pursuant to which Grantor is obligated to repay certain indebtedness described therein. The parties intend to establish a perpetual or indefinite and perpetual security interest in the real property conveyed.

**NOW, THEREFORE**, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** such property unto Grantee together with all improvements now or hereafter erected on the property and all easements, rights appurtenances, rents, profits and fixtures in fee simple.

1. Grantor shall perform the obligations of Grantor in the Demolition Agreement including the indemnity provisions therein.
2. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered except as is set forth hereinafter, and that Grantor will warrant and defend generally the title to the property against the claims of all persons whomsoever.
3. This instrument is made and intended to secure all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement (the "Secured Indebtedness").
4. Upon the occurrence of an event of default under Demolition Agreement secured hereby and this Security Deed and prior to placing an advertisement for notice of foreclosure and sale of the property, the Grantee herein agrees to: (a) notify Grantor in writing of such default, specifying the nature thereof and the actions necessary to cure said default; (b) permit grantor to cure such default within ten (10) days from the



date of such notice by making payment or doing such other act or things which may be considered by the Grantee herein necessary or proper.

5. Time is of the essence of this Security Deed and should the Secured Indebtedness not be promptly paid when due or should Grantor breach any covenant contained herein or as provided by law, Grantee, at its option and without further notice to Grantor, may declare all sums secured by this deed to be immediately due and payable; and Grantee is authorized to invoke the power of sale herein granted (and Grantor hereby appoints Grantee the agent and attorney-in-fact for Grantor to exercise said power of sale) and any other remedies permitted by law. Grantee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including but not limited to reasonable attorney's fees.

6. If Grantee invokes the power of sale, Grantee shall give notice of sale by public advertisements for the time and in the manner required by applicable law. Grantee, without further demand on Grantor, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Grantee may determine. Grantee or Grantee's designee may purchase the property at any sale.

7. Grantee shall deliver to the purchaser Grantee's deed to the property in fee simple and Grantor hereby appoints Grantee agent and attorney-in-fact to make such conveyance. The recitals in Grantee's deed shall be prima facie evidence of the truth of the statements made therein. Grantor covenants and agrees that Grantee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Security Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.

8. If the property is sold pursuant to the provisions herein, Grantor, or any person holding possession of the property through Grantor, shall immediately surrender possession of the property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

9. All remedies provided in this Security Deed are distinct and cumulative to any other right or remedy under this Security Deed or approved by law or equity, and may be exercised concurrently, independently or successively.

10. Upon payment of all sums secured by this Security Deed, Grantee shall cancel this Security Deed. Grantor hereby waives all rights of homestead exemption in the property. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title and not as a mortgage and is intended to secure the payment of all sums secured hereby and the performance of the covenants of Grantor to Grantee.

11. The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns to the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this Security Deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantee shall be and mean the several as well as joint undertakings of each of them

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

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

[Notarial Seal]

**Grantor:**

\_\_\_\_\_(Seal)  
**Aaron Prater, as Worshipful Master of The  
Masonic Lodge No. 238 for the Order of the Free  
and Accepted Masons**

\_\_\_\_\_(Seal)  
**Oliver Cobb, Authorized Agent of The Masonic  
Lodge No. 238 for the Order of the Free and  
Accepted Masons**

## **EXHIBIT “A”**

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall.

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.

[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

### **RESOLUTION OF DALTON LODGE NO. 238**

I hereby certify that I am the Secretary of Dalton Masonic Lodge No. 238 of the Most Worshipful Prince Hall Grand Lodge of Georgia Free and Accepted Masons of (the "Lodge"), and that on September 14, 2023, the following resolution was duly adopted at the time and place set forth therein:

**BE IT RESOLVED** that on this 14th day of September, 2023, the members of Dalton Lodge No. 238 held a meeting discuss that certain real estate more particularly described in Exhibit "A" attached hereto (the "Property").

**BE IT RESOLVED** that the members of the Lodge authorized Aaron Prater, as Worshipful Master and either Charles Mariney or Oliver Cobb, as Authorized Agent, to grant a Demolition Easement and Security Deed in favor of the City of Dalton, in the form as attached hereto in Exhibit "A," and authorize said officers to execute such other instruments as may be necessary or proper to consummate said transaction.

I further certify that the names of all the Officers of the Lodge are as follows:

Aaron Prater, Worshipful Master,  
John Nelson,  
Hugh Shropshire,  
Joe Bonds, Junior Warden,  
Charlie Mariney, Senior Warden,  
Johnny Bonds, Treasurer,  
Larry Gross Secretary, and  
Oliver Cobb, Chairman and Chief Operation Officer of the Save Dalton Masonic Lodge Committee

I further certify that the transaction was approved by the majority vote of the members of the Lodge, and that same transaction fully complies with the Warrant of Constitution and bylaws and rules and discipline of Lodge and the Prince Hall Grand Lodge of Georgia Free and Accepted Masons.

I further certify that the transaction was approved by Primus T. James, 19<sup>th</sup> Most Worshipful Grand Master Jurisdiction of Georgia.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 26th day of June, 2025.

Sworn to and subscribed before me:

C. Yvonne Prater  
Notary Public

Larry Gross  
Larry Gross Secretary

My commission expires: 04/06/2026

[Notarial Seal]



APPROVED:

Sworn to and subscribed before me:

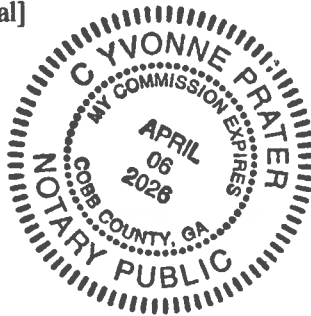
C. Yvonne Prater  
Notary Public

Charlie Mariney  
Charlie Mariney – Senior Warden

My commission expires: 04/06/2026

Joe Bonds  
Joe Bonds – Junior Warden

[Notarial Seal]



## **EXHIBIT "A"**

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall.

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.

**[Space above this line for recording data.]**

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Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

1. Date of the Deed: \_\_\_\_\_, 2025.
2. Signatories/Parties to the Deed:  
Grantor: Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons,  
Grantee: City of Dalton, Georgia
3. Mailing Address of Grantee: PO Box 1205, Dalton, GA 30722
4. Map and Parcel ID Number(s): 12-238-05-016 and 12-238-05-032
5. Original Loan Amount: \$ n/a
6. Initial Maturity Date: n/a
7. Intangible Recording Tax: \$ none
8. Intangible Recording Tax Exemption Authority: Grantee is a Municipality and exempt under the provisions of O.C.G.A. § 48-6-2(a)(2).

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT.



## SECURITY DEED

Georgia, Whitfield County

**THIS SECURITY DEED** (this “Deed”), made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, having a mailing address of PO Box 1205, Dalton, GA 30722, Grantee.

### WITNESSETH:

**THAT, WHEREAS**, this Security Deed is granted by Grantor to secure the prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement and Easement Agreement of even date entered into between Grantor as grantor therein and Grantee as grantee therein (the “Demolition Agreement”), pursuant to which Grantor is obligated to repay certain indebtedness described therein. The parties intend to establish a perpetual or indefinite and perpetual security interest in the real property conveyed.

**NOW, THEREFORE**, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** such property unto Grantee together with all improvements now or hereafter erected on the property and all easements, rights appurtenances, rents, profits and fixtures in fee simple.

1. Grantor shall perform the obligations of Grantor in the Demolition Agreement including the indemnity provisions therein.
2. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered except as is set forth hereinafter, and that Grantor will warrant and defend generally the title to the property against the claims of all persons whomsoever.
3. This instrument is made and intended to secure all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement (the “Secured Indebtedness”).
4. Upon the occurrence of an event of default under Demolition Agreement secured hereby and this Security Deed and prior to placing an advertisement for notice of foreclosure and sale of the property, the Grantee herein agrees to: (a) notify Grantor in writing of such default, specifying the nature thereof and the actions necessary to cure said default; (b) permit grantor to cure such default within ten (10) days from the date of such notice by making payment or

- doing such other act or things which may be considered by the Grantee herein necessary or proper.
5. Time is of the essence of this Security Deed and should the Secured Indebtedness not be promptly paid when due or should Grantor breach any covenant contained herein or as provided by law, Grantee, at its option and without further notice to Grantor, may declare all sums secured by this deed to be immediately due and payable; and Grantee is authorized to invoke the power of sale herein granted (and Grantor hereby appoints Grantee the agent and attorney-in-fact for Grantor to exercise said power of sale) and any other remedies permitted by law. Grantee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including but not limited to reasonable attorney's fees.
  6. If Grantee invokes the power of sale, Grantee shall give notice of sale by public advertisements for the time and in the manner required by applicable law. Grantee, without further demand on Grantor, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Grantee may determine. Grantee or Grantee's designee may purchase the property at any sale.
  7. Grantee shall deliver to the purchaser Grantee's deed to the property in fee simple and Grantor hereby appoints Grantee agent and attorney-in-fact to make such conveyance. The recitals in Grantee's deed shall be prima facie evidence of the truth of the statements made therein. Grantor covenants and agrees that Grantee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Security Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.
  8. If the property is sold pursuant to the provisions herein, Grantor, or any person holding possession of the property through Grantor, shall immediately surrender possession of the property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.
  9. All remedies provided in this Security Deed are distinct and cumulative to any other right or remedy under this Security Deed or approved by law or equity, and may be exercised concurrently, independently or successively.
  10. Upon payment of all sums secured by this Security Deed, Grantee shall cancel this Security Deed. Grantor hereby waives all rights of homestead exemption in the property. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title and not as a mortgage and is intended to secure the payment of all sums secured hereby and the performance of the covenants of Grantor to Grantee.
  11. The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns to the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this Security Deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantee shall be and mean the several as well as joint undertakings of each of them

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

Signed, sealed and delivered

In the presence of:

Frances A. Cobb

Unofficial Witness

C. Yvonne Prater

Notary Public

My commission expires: 04/06/2026

Grantor:

Aaron Prater (Seal)

Aaron Prater, as Worshipful Master of The  
Masonic Lodge No. 238 for the Order of the Free  
and Accepted Masons

Oliver Cobb (Seal)

Oliver Cobb, Authorized Agent of The Masonic  
Lodge No. 238 for the Order of the Free and  
Accepted Masons

[Notarial Seal]



## **EXHIBIT "A"**

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall.

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/2025

### AGENDA ITEM

Ratification of Change Order 001 with Cherokee Mechanical

### 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:

Ratification of City Hall HVAC Project Change Order 001 with Cherokee Mechanical

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

# **AIA® Document G701® – 2017**

## **Change Order**

**PROJECT:** *(Name and address)*  
 City of Dalton  
 City Hall HVAC Renovations  
 300 West Waugh Street  
 Dalton, GA 30720

**CONTRACT INFORMATION:**  
 Contract For: HVAC Replacement  
  
 Date: November 1, 2024

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 001  
  
 Date: June 26, 2025

**OWNER:** *(Name and address)*  
 City of Dalton  
 P.O. Box 1205  
 Dalton, GA 30722

**ENGINEER:** *(Name and address)*  
 March Adams & Associates  
 P.O. Box 3689  
 Chattanooga, TN 37404

**CONTRACTOR:** *(Name and address)*  
 Cherokee Mechanical Inc.  
 1220 U.S. 41 North  
 Calhoun, GA 30701

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 1,587,812.50 |
| The net change by previously authorized Change Orders                    | \$ 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ 1,587,812.50 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 36,000.00    |
| The new Contract Sum including this Change Order will be                 | \$ 1,623,812.50 |

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### **NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.**

March Adams & Associates  
**ENGINEER** *(Firm name)*

Cherokee Mechanical Inc.  
**CONTRACTOR** *(Firm name)*

City of Dalton  
**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Jeff Westbrook, Project Manager

Bryan White, President

Annalee Harlan Sams, Mayor

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**DATE**

**DATE**

**DATE**






## Change Proposal

Date: 6/23/2025

To: City of Dalton  
Address: City Hall  
Project: 2<sup>nd</sup> Floor VAV addition- Change Order  
Engineer: March Adams and Associates

Quote to furnish HVAC changes per plans dated 5/30/2025 (p. M1.2). Includes controls, electrical, and ceiling work by other trades.

Total: \$36,000.00

By Bryant L. White Accepted  Date 7/2/25



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/2025

### AGENDA ITEM

Change Order #4 on Hangar Project at Airport

### DEPARTMENT

Airport

### REQUESTED BY

Andrew Wiersma

### REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

### COST

\$1100

### FUNDING SOURCE IF NOT IN BUDGET

Covered by original project budget

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

Additional line-item needed for stone to backfill areas that required additional excavation.

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

**CITY OF DALTON  
CHANGE ORDER**

AP023-9000-45(313) Whitfield

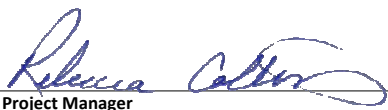
|   |    |   |
|---|----|---|
| <b>CONTRACT CHANGE ORDER NO.:</b> <u>4</u>            | or | <b>SUPPLEMENTAL AGREEMENT NO.:</b> <u>-</u> |
| <b>AIRPORT:</b> <u>Dalton Municipal Airport (DNN)</u> |    | <b>DATE:</b> <u>July 17, 2025</u>           |
| <b>LOCATION:</b> <u>Dalton, GA</u>                    |    | <b>GDOT IDENTIFIER PID:</b> <u>T008616</u>  |
| <b>CONTRACTOR:</b> <u>Integrated Builds, LLC</u>      |    | <b>Project:</b> <u>Hangar Development</u>   |

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 |
|----------|---------------|------|------------|----------------|--------------|
| 113      | Crushed Stone | TON  | \$ 55.00   | 20             | \$ 1,100.00  |

|   |                 |
|---|-----------------|
| This Change Order Total (Base Bid)        | \$ 1,100.00     |
| Previous Change Order(s) Total (Base Bid) | \$ (88,992.15)  |
| Original Contract Total                   | \$ 4,028,175.80 |
| Revised Contract Total                    | \$ 3,940,283.65 |

In order to remediate soft soils encountered during excavation for T-Hangar footings, Contractor was requested to undercut and backfill with No. 57 Stone.

|                        |   |                          |
|------------------------|---|--------------------------|
| <b>Recommended by:</b> | <br>Project Manager | <u>7/17/2025</u><br>Date |
| <b>Approved by:</b>    | _____   | _____                    |
|                        | Owner   | Date                     |
| <b>Accepted by:</b>    | _____   | _____                    |
|                        | Contractor  | Date                     |



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

7/21/25

### AGENDA ITEM

Appointments

### DEPARTMENT

Administration

### REQUESTED BY

Andrew Parker

### REVIEWED/APPROVED BY CITY ATTORNEY?

No

### COST

N/A

### FUNDING SOURCE IF NOT IN BUDGET

N/A

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

- REAPPOINTMENT OF KENNETH HARLESS TO THE ZONING APPEALS BOARD FOR A 5-YEAR TERM TO EXPIRE JULY 31, 2030.
- REAPPOINTMENT OF JIM LIDDERDALE TO THE PLANNING COMMISSION FOR A 4-YEAR TERM TO EXPIRE AUGUST 2, 2029.
- APPOINTMENT OF STEVE LAIRD TO THE PLANNING COMMISSION FOR A 4-YEAR TERM TO EXPIRE AUGUST 2, 2029.

#### PHONE

706-278-9500

#### WEBSITE

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

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

| Appointment          | Current Member  | New Member      | Term   | Current Expiration | New Expiration | Appointment/Re-Appointment |
|----------------------|-----------------|-----------------|--------|--------------------|----------------|----------------------------|
| Zoning Appeals Board | Kenneth Harless | Kenneth Harless | 5 Year | 7/31/2025          | 7/31/2030      | Re-Appointment             |
| Planning Commission  | Jim Lidderdale  | Jim Lidderdale  | 4 Year | 8/2/2025           | 8/2/2029       | Re-Appointment             |
| Planning Commission  | Jody McClurg    | Steve Laird     | 4 Year | 8/2/2025           | 8/2/2029       | Appointment                |



# CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

7/21/2025

AGENDA ITEM

Top Shelf Concessions Contract

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

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:

Parks and Recreation is seeking approval to renew Top Shelf Concessions contract. Top Shelf provides concession services at Heritage Point Softball and Soccer Complexes, at Ron Nix Soccer Complex and at Al Rollins Baseball Complex. Top Shelf pays the city 15% of the gross revenue of the concession stands. This contract will be from July 21, 2025 through Dec 31, 2025. This contract will renew for yearly unless we choose to cancel it. Moving this to Dec 31 will allow for an easier transition if we choose to not renew the contract. The Parks and Recreation Department recommends approval.

PHONE

706-278-9500

WEBSITE

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

ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722



**PARKS & RECREATION DEPARTMENT  
AGREEMENT FOR CONCESSION STAND OPERATOR**

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_ 2025 between the following:

**THE CITY OF DALTON**, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 300 West Waugh Street Dalton, GA 30720, hereinafter referred to as the "CITY" and

**TOP SHELF FOOD AND BEVERAGE MANAGEMENT, LLC** hereinafter referred to as "PROVIDER." CITY and PROVIDER may hereinafter collectively be referred to as "the Parties."

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**WITNESSTH:**

**WHEREAS**, the CITY is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and

**WHEREAS**, the CITY has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

**1. Description:** Concession rights at the following City of Dalton Parks & Recreation Department facilities:

- Al Rollins Park - 521 Threadmill RD, Dalton, GA, 30721
- Heritage Point Complex-1275 Cross Plains Trail, Dalton, GA 30721
- Heritage Point Soccer Complex - Hale Drive, Dalton, GA, 30721
- Ron Nix Complex - 904 Civic Drive, Dalton, GA 30721

**2. Term:** Agreement will begin as of the 21<sup>st</sup> day of July, 2025 and will exist and continue through 31st day of December, 2025 ("Original Term"). This Agreement will automatically renew for additional consecutive one (1) year terms beginning on January 1, 2026 ("Renewal Term(s)") unless and until a party provides written notice to the other party of termination. "Term" shall mean the Original Term or Renewal Term.

### **3. Contract Amount:**

PROVIDER shall pay fifteen percent **(15%)** per month of the gross revenue of all concession stand operations to CITY each month on or before the fifth (5<sup>th</sup>) day of each month following the execution of this Agreement. PROVIDER shall maintain and provide to CITY all supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 904 Civic Drive, Dalton, GA, 30720.

### **4. General Terms and Conditions:**

**(a)** PROVIDER shall provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Dalton Parks & Recreation Director. PROVIDER will provide concession for practices provided it is feasible for the PROVIDER to do so.

**(b)** Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

**(c)** PROVIDER shall maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

**(d)** PROVIDER shall be responsible for the entire operation of concessions at each listed Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

**(e)** All service performed by the PROVIDER shall be prompt and courteous.

**(f)** CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

**(g)** No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

**(h)** This Agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

**(i)** Should PROVIDER violate any term or provision of this Agreement, and fail to remedy the same within ten (10) days' notice after default, CITY may immediately terminate the Agreement.

**(j)** This Agreement may be terminated by either party with a thirty (30) day written notice to the other party.

**(k)** PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Dalton as additional insured and certifying coverage in the amounts set forth below.

- (l) E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).
- (m) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Commercial General Liability insurance to cover liability bodily injury and property damage. The City of Dalton must be listed as an additional insured. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

|             |  |
|-------------|--|
| \$1,000,000 | Combined Single Limit - each occurrence  |
| \$2,000,000 | Combined Single Limit- general aggregate |
| \$1,000,000 | Personal Injury                          |
| \$1,000,000 | Products/Completed Operations Aggregate  |

PROVIDER shall have its insurer name the CITY OF DALTON as an additional insured on its General Liability policy.

Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

|    |                      |                                 |
|----|----------------------|---------------------------------|
| A. | Workers Compensation | Statutory                       |
| B. | Employer's Liability | \$100,000 each accident         |
|    |                      | \$500,000 Disease-policy limit  |
|    |                      | \$100,000 Disease-each employee |

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

The CITY shall be named as an additional insured and loss payee on all policies required by this Agreement.

**5. Indemnity:**

PROVIDER shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of PROVIDER'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of PROVIDER, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

**6. Governing Law; Venue.**

This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. 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 thereto.

**7. Successors and Assigns.**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. PROVIDER shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

**8. Severability of Invalid Provisions.**

If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**9. Complete Agreement; Amendments.**

This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**TOP SHELF FOOD AND BEVERAGE  
MANAGEMENT LLC:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

[Corporate Seal]

**CITY OF DALTON, GEORGIA:**

By: \_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

Attest: \_\_\_\_\_  
CITY CLERK



# CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

7/21/2025

AGENDA ITEM

Civic Plus Website Agreement

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$19,608.38

FUNDING SOURCE IF NOT IN BUDGET

IT Budget

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

Update of Website Agreement with Civic Plus for Website Hosting.

- Year One \$7,500.00
- Year Two \$12,108.38
- Subtotal \$19,608.38
- Annual Recurring Services Starting Year 3 \$12,713.80

Renewal Procedure Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date.

PHONE

706-278-9500

WEBSITE

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

ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-97521-1

4/4/2025 1:26 PM

7/31/2025

**Client:**

City of Dalton, GA

**Bill To:**

DALTON CITY, GEORGIA

| SALESPERSON    | Phone | EMAIL                        | DELIVERY METHOD | PAYMENT METHOD |
|----------------|-------|------------------------------|-----------------|----------------|
| Joseph Borelli |       | joseph.borelli@civicplus.com |                 | Net 30         |

## One-time(s)

| QTY  | PRODUCT NAME                     | DESCRIPTION  |
|------|----------------------------------|--|
| 1.00 | Group Training                   | 3 Seats of Pre-scheduled Joint Training Sessions Up-to 3-Hours per Session   |
| 1.00 | Meeting Migration                | All Publicly Available Word / PDF Formatted Meetings and Agendas Migrated  |
| 1.00 | Content Migration                | All Publicly Available Non-time Sensitive Published Content Migrated While Maintaining Formatting. Spelling & Links Check Completed. |
| 1.00 | Migration Premium Implementation | Includes full setup and configuration of the website with design meeting consultation and unique design application                  |

## Recurring Service(s)

| QTY  | PRODUCT NAME  | DESCRIPTION  |
|------|---|--|
| 1.00 | Municipal Websites Central: Starter Hosting and Security Annual Fee | Municipal Websites Central: Module Based Hosting and Security Annual Fee |
| 1.00 | Municipal Websites Central : Starter Standard Annual Fee            | Municipal Websites Central : Starter Standard Annual Fee                 |
| 1.00 | SSL Management CivicPlus Provided                                   | SSL Management CivicPlus Provided: URL                                   |
| 1.00 | DNS and Domain Hosting Annual Fee                                   | DNS and Domain Hosting Annual Fee: URL                                   |



| QTY  | PRODUCT NAME     | DESCRIPTION   |
|------|------------------|---|
| 1.00 | AudioEye Managed | AudioEye Managed: <a href="https://www.daltonga.gov/">https://www.daltonga.gov/</a> |

|                               |   |
|-------------------------------|---|
| Initial Term                  | Beginning at signing and ending 10/31/2026,<br>Renewal Term 11/1 each calendar year   |
| Initial Term Invoice Schedule | Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term. |

|  | Annual Subscription   | One Time Fees | Annual Total  |
|--|---|---------------|---------------|
| Year One   | USD 0.00  | USD 7,500.00  | USD 7,500.00  |
| Year Two   | USD 12,108.38   |               | USD 12,108.38 |
| <b>Subtotal</b>                                  |   |               | USD 19,608.38 |
| <b>Annual Recurring Services Starting Year 3</b> |   |               | USD 12,713.80 |
| Renewal Procedure                                | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |               |               |
| Annual Uplift                                    | 5% to be applied in year 3  |               |               |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Total Investment – Initial Term to be prorated based on signature date.

Special Terms and Conditions:

This SOW may be terminated by either Party for convenience upon thirty (30) days written notice to the other Party.

**Acceptance of Quote # Q-97521-1**

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

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

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

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)