



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 16, 2024
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

AGENDA

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. Department Head Reports

Minutes:

2. Mayor & Council Meeting Minutes of December 2, 2024

New Business:

3. 2025 Alcohol Application Renewals:
(8) With Changes
(132) Without Changes
4. First Reading Ordinance 24-35 The request of Ed Staten to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.38 acres located on 1112 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-022).
5. First Reading Ordinance 24-36 The request of the City of Varnell Mayor and Council to amend the Unified Zoning Ordinance by reducing the permitted building height of the General Commercial (C-2) zone district. (Varnell Only).
6. Agreement for Sale and Purchase of Real Estate at 604 Olivia Drive
7. Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at North Elm Street (Manton Family Partnership, LLLP Parcel 12-200-10-010).
8. Right of Way Encroachment - 1031 S Hamilton Street

9. Resolution 24-20 of the City of Dalton, Georgia Authorizing Participation in an Amicus Brief in the Change v. City of Milton Appeal
10. Resolution 24-21 Authorizing Exchange of Land Pursuant to O.C.G.A. § 36-37-6 (C)
11. Gateway Signage Proposal with Confluence Design
12. Miscellaneous Appointments

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
DECEMBER 2, 2024

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 Attorney Jonathan Bledsoe and City Administrator Andrew Parker. Council member 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 Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no Public Comments.

DEPARTMENT HEAD REPORTS

There were no Department Head Reports.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Session Minutes of November 18, 2024. On the motion of Councilmember Goodlett, second Councilmember Farrow, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-34 – GRAVELY STREET AND ERWIN STREET

The Mayor and Council held a second reading for Ordinance 24-34 To Make Findings of Fact Concerning the Public Use and Necessity of Gravely Street and Erwin Street; To Consider the Vacating and Abandonment of The Public Interest in And to Gravely Street and Erwin Street for Purposes of Public Streets and Transportation; To Declare the Closing of Gravely Street and Erwin Street for Public Use and Transportation; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

City Administrator Andrew Parker stated the petition was to close and vacate all public rights to Gravely Street and Erwin Drive. Parker stated the roads were unopen and had never been improved with a road. Parker further stated that a request was initiated from a home at the dead end of Belton Avenue. Parker informed that unfortunately the house was constructed on the right of way of Gravely Street and the family members are trying to sell the home. Parker further stated that in an effort to clear up the title and to be able to move forward with the closing, they made a request to close a portion of Gravely St that is adjacent to their parcel.

SECOND READING ORDINANCE 24-34 – GRAVELY STREET AND ERWIN STREET
Continued

Parker continued stating that when notifications were sent out to the adjacent property owners informing them of the request, two (2) property owners had objections due to concerns about loss of access to their undeveloped parcels.

Parker stated that in discussion with staff and the Mayor and Council, the Staff recommendation to alleviate the concerns is to amend the original petition and propose closure limits to Gravelly Street from Belton Street to the north property line of the Isaacs parcel and all of Belton Street.

On the motion of Councilmember Farrow, second Councilmember Lama, the Mayor and Council approved closing the unopen portion of Gravelly Street from Belton Avenue to the north property line of the Isaacs parcel and to close Erwin Street from the unopen Gravelly street to Applewood Drive. The vote was unanimous in favor.

RESOLUTION 24-17 – ADOPTION OF 2025 BUDGET

CFO Cindy Jackson presented the FY2025 Budget for Each Fund of The City of Dalton, Georgia, Appropriating the Amounts Shown in The Following Schedules for Selected Funds; Adopting the Items of Anticipated Revenue Sources; Affirming That Expenditures in Each Fund May Not Exceed Appropriations; And Prohibiting Expenditures from Exceeding Anticipated Funding Sources. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council adopted the FY2025 budget. The vote was unanimous in favor.

RESOLUTION 24-19 TO CONVEY CERTAIN TO THE HOUSING AUTHORITY OF THE CITY OF DALTON

City Administrator Andrew Parker presented a map along with Resolution 24-19 To Convey Certain Real Property to The Housing Authority of The City of Dalton. Parker stated the Housing Authority requested 0.086 acres for access to housing units. On the motion of Council member Farrow, second Council member Lama, the Resolution was adopted. The vote was unanimous in favor.

LEVEL 1-A PIPE LINING PROJECT CHANGE ORDER

Public Works Director Chad Townsend presented the Level 1-A Pipe Lining Project Change Order. Townsend stated the Change Order is to revise the pipe sizes from the original bid with an expected additional cost of up to \$50,676.00. On the motion of Council member Goodlett, second Council member Lama, the Resolution was adopted. The vote was unanimous in favor.

DECORATIVE TRAFFIC SIGNAL POLES, MAST ARMS, AND LUMINAIRES CONTRACT WITH DOT LIGHTING, LLC

Public Works Director Chad Townsend presented the Contract with DOT Lighting, LLC for the Decorative Traffic Signal Poles, Mast Arms, and Luminaires for the Pentz and Cuyler Corridor. Townsend stated that DOT Lighting, LLC was the lowest bidder in the amount of \$163,415.00. On the motion of Council member Goodlett, second Council member Lama, the Resolution was adopted. The vote was unanimous in favor.

APPOINTMENT – AIRPORT AUTHORITY

On the motion of Council member Lama, second Council member Goodlett, the Mayor and Council reappointed Benny Dunn to the Dalton Airport Authority for a 5-year term to expire December 31, 2029. The vote was unanimous in favor.

APPOINTMENT – WATER, LIGHT & SINKING FUND COMMISSION

On the motion of Council member Farrow, second Council member Lama, the Mayor and Council appointed Kevin Brunson to the Water Light & Sinking Fund Commission to fill the unexpired 5-year term of Ken White to expire December 31, 2028. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Goodlett, second Councilmember Farrow the meeting was adjourned at 6:29 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/17/2024
Agenda Item: 2025 Alcohol Application Renewals
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Renewal of (140) Alcohol Applications for 2025. (8) With changes and (132) Without changes.

(140) 2025 ALCOHOL APPLICATION RENEWALS

	DBA	LOC DESCRIPTION	BUSINESS TYPE	CHANGES	RENEWAL DATE
1	STOP SHOP	700 REDWINE ST. STE 1	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
2	1704 DALTON SHELL	1704 ABUTMENT RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
3	ABC PACKAGE STORE	530 N GLENWOOD AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
4	ACCESS FOOD MART	1128 S. THORNTON AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
5	AK SMOKE & VAPE SHOP	908 S. THORNTON AVE STE 1	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
6	ALDI #93	2210 E WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
7	ALONDRA'S #2	101 W. WALNUT AVE STE 9	RESTAURANT	NO CHANGE	M&C - 12/16/2024
8	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
9	BAJA COOP	222 N. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
10	BIGTIME BILLARDS AND CAFE	1129 S. THORNTON AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
11	BP WALNUT AVE	1522 W WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
12	CAFE OSTRO	240 N. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
13	CARNICERIA 18	737 RIVERBEND RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
14	CHEF LIN	100 W WALNUT AVE 146	RESTAURANT	NO CHANGE	M&C - 12/16/2024
15	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	BREW PUB	NO CHANGE	M&C - 12/16/2024
16	CHEVRON FOOD MART	100 N. OAKS DR.	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
17	CHIHUAHUA MEXICAN FOOD	314 N. GLENWOOD AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
18	CHILI'S GRILL & BAR	881 HOLIDAY INN DR.	RESTAURANT	NO CHANGE	M&C - 12/16/2024
19	CIGAR TYME LOUNGE	267 N. HAMILTON ST	BAR	POURING LIQUOR (BAR)	M&C - 12/16/2024
20	CIRCLE K #2723523	1010 E. WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
21	CIRCLE K #2723590	2214 E WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
22	CIRCLE K #2723604	1200 CLEVELAND HWY	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
23	CIRCLE K STORES INC. #2709345	2000 CHATTANOOGA RD.	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
24	CITY LIQUOR	1215 N GLENWOOD AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
25	CMI DESIGNS, INC.	921 S. THORNTON AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
26	COLD CREEK, LLC	101 N. OAKS DR SUITE 1	RESTAURANT	NO CHANGE	M&C - 12/16/2024
27	CORNER EXPRESS 2	324 N. GLENWOOD AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
28	COURTYARD DALTON	785 COLLEGE DR.	HOTEL	NO CHANGE	M&C - 12/16/2024
29	COX'S LIQUOR	1301 EAST WALNUT AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
30	CREATIVE ARTS GUILD COMMUNITY SUPPORT CO	520 WEST WAUGH ST	NON-PROFIT ORG	NO CHANGE	M&C - 12/16/2024
31	CRESCENT CITY TAVERN	324 S. DEPOT ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
32	CVS/PHARMACY #5608	2501 E WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
33	CYRA'S OPEN RANGE & GARDEN	208 NORTH PENTZ ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
34	D FOOD COLLAB	301 E. MORRIS ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
35	D.DONATELLI, LLC	825 CHATTANOOGA AVE STE 1	RESTAURANT	TBD	M&C - 12/16/2024
36	DALTON BEVERAGES	1007 THORNTON AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
37	DALTON BREWING COMPANY	112 W. KING ST	MICRO-BREWERY	NO CHANGE	M&C - 12/16/2024
38	DALTON DISTILLERY	109 E. MORRIS ST.	MICRO-DISTILLERY	NO CHANGE	M&C - 12/16/2024
39	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	PRIVATE CLUB (MEMBERS ONLY)	NO CHANGE	M&C - 12/16/2024
40	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
41	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	PRIVATE CLUB (MEMBERS ONLY)	NO CHANGE	M&C - 12/16/2024
42	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
43	DE LO MIO DOMINICAN RESTAURANT	116 W KING ST.	RESTAURANT	NO CHANGE	M&C - 12/16/2024
44	DELRAY FARMS	2518 E WALNUT AVE	RETAIL STORE / RESTAURANT	NO CHANGE	M&C - 12/16/2024
45	DISCOTEQUE EL VENENO	600 MLK JR BLVD SUITE A	EVENT CENTER	NO CHANGE	M&C - 12/16/2024
46	DIWAN FOOD MART	2201 CHATTANOOGA RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
47	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	RETAIL STORE	DESIGNATED AGENT	M&C - 12/16/2024
48	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	RETAIL STORE	DESIGNATED AGENT	M&C - 12/16/2024
49	DOWNTOWN DALTON DEVELOPMENT AUTHORITY	101 S. HAMILTON ST.	NON-PROFIT ORG	NO CHANGE	M&C - 12/16/2024
50	EL MAGUEY MEXICAN CUISINE	209 W. CUYLER ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
51	EL MILAGRO	608 MLK JR. BLVD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
52	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
53	EL REY DE ORO	1103 NEW DORIS ST.	EVENT CENTER	NO CHANGE	M&C - 12/16/2024
54	EZ STOP	1524 E. MORRIS ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
55	FAMILY DOLLAR STORE #20036	1210 E. MORRIS ST.	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
56	FAMOSA, LLC	700 REDWINE ST STE 5	BAR	POURING LIQUOR (BAR)	M&C - 12/16/2024
57	FARM GOLF CLUB	187 S GOOSE HILL RD	PRIVATE CLUB (MEMBERS ONLY)	NO CHANGE	M&C - 12/16/2024
58	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	RESTAURANT	NO CHANGE	M&C - 12/16/2024
59	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	RESTAURANT	NO CHANGE	M&C - 12/16/2024
60	FOOD CITY #211	1308 WEST WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
61	FREYA'S LOUNGE CORP.	303 EAST MORRIS ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
62	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	RESTAURANT	NO CHANGE	M&C - 12/16/2024
63	GARMONY HOUSE	109 W. CUYLER ST	CAFE	POURING LIQUOR (CAFÉ)	M&C - 12/16/2024
64	GONDOLIER PIZZA	1229 N GLENWOOD AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
65	GONDOLIER PIZZA	900 S. THORNTON AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
66	GOOD TIMES LIQUOR	100 N. OAKS DR. SUITE B	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024

67	GUADALAJARA OF DALTON	817 S. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
68	HAMILTON'S	243 N HAMILTON ST STE 5	RESTAURANT	NO CHANGE	M&C - 12/16/2024
69	HILTON GARDEN INN	879 COLLEGE DR	HOTEL	NO CHANGE	M&C - 12/16/2024
70	HOLMES LIQUOR	2205 CHATTANOOGA RD	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
71	HOME 2 SUITES DALTON	865 HOLIDAY INN DR	HOTEL	NO CHANGE	M&C - 12/16/2024
72	JAX'S LIQUOR	1300 E MORRIS ST	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
73	JEFFERSON'S OF DALTON	200 N. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
74	JIM'S LIQUOR	1507 E. WALNUT AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
75	JUAN'S WIENERS	301 N. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
76	KING SMOKE SHOP	208 E. WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
77	KROGER STORE #265	1205 CLEVELAND RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
78	KROGER STORE #458	1365 W WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
79	KULTURE CIGAR LOUNGE LLC	314 S. PENTZ ST	BAR	POURING LIQUOR (BAR)	M&C - 12/16/2024
80	KUMO SUSHI HIBACHI	1277 N. GLENWOOD AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
81	KWIK SERV 10	2224 CHATTANOOGA RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
82	LA CORONITA	1001 E. MORRIS ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
83	LA ESQUINITA	1205 EAST MORRIS ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
84	LA FOGATA FUSION RESTAURANT	801 E. WALNUT AVE. STE C,D,E	RESTAURANT	NO CHANGE	M&C - 12/16/2024
85	LA HIDALGUENSE	628 FIFTH AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
86	LA PROVIDENCIA	1300 UNDERWOOD ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
87	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
88	LIN'S MONGOLIAN GRILL	1223 CLEVELAND HWY	RESTAURANT	NO CHANGE	M&C - 12/16/2024
89	LOGAN'S ROADHOUSE #427	811 WALNUT SQR BLVD	RESTAURANT	NO CHANGE	M&C - 12/16/2024
90	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
91	LOS PABLO'S MEXICAN RESTAURANT #1	2204 CHATTANOOGA RD	RESTAURANT	NO CHANGE	M&C - 12/16/2024
92	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	RESTAURANT	NO CHANGE	M&C - 12/16/2024
93	MAGANA'S LIQUOR	604 MLK JR BLVD	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
94	MAPCO #3622	811 RIVERBEND RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
95	MARISCOS COSTA ALEGRE	603 FLEMING ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
96	MARISCOS EL CUHHHMARON	229 N. HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
97	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
98	MURPHY USA #7812	885 SHUGART RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
99	NIZZIE PACKAGE STORE	1902 CHATTANOOGA RD	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
100	OUTBACK STEAKHOUSE #1128	955 MARKET ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
101	OYSTER PUB	930 MARKET ST STE# 12	RESTAURANT	NO CHANGE	M&C - 12/16/2024
102	PABLITO'S CANTINA & GRILL LLC	933 MARKET ST STE 13, 14, 14A	RESTAURANT	NO CHANGE	M&C - 12/16/2024
103	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
104	QIK-N-EZ	705 S. THORNTON AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
105	QUICK STOP	507 E. MORRIS ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
106	RACETRAC #213	1907 CHATTANOOGA RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
107	RACETRAC #289	1511 W WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
108	RAPIDS	1016 N. GLENWOOD AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
109	RASPBERRY ROW	205 W CUYLER ST	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
110	RED LOBSTER #0782	901 W BRIDGE	RESTAURANT	DESIGNATED AGENT	M&C - 12/16/2024
111	ROYAL FOODMART #2	1246 N. THORNTON AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
112	SALON RIO GRANDE	514 COMMERCE DR	EVENT CENTER	NO CHANGE	M&C - 12/16/2024
113	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	RESTAURANT	NO CHANGE	M&C - 12/16/2024
114	SMILE FOOD	400 N. GLENWOOD AVE.	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
115	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	RESTAURANT	NO CHANGE	M&C - 12/16/2024
116	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	MALL LOUNGE	NO CHANGE	M&C - 12/16/2024
117	SUNRISE MARKET 4	105 W. WALNUT AVE.	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
118	SUPER D MARKET	1523 E MORRIS ST. STE 2	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
119	TACOS LA DONA	700 REDWINE ST STE 2	RESTAURANT	NO CHANGE	M&C - 12/16/2024
120	TAQUERIA EL REY #2	1215 N. THORNTON AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
121	TEQUILA'S LIQUOR	312 NORTH GLENWOOD AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
122	THE BUCKIN' BURRITO	212 N HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
123	THE CARPENTRY	204 W. CUYLER ST.	HOTEL	NO CHANGE	M&C - 12/16/2024
124	THE GALLANT GOAT	307 S. HAMILTON ST	BAR	POURING LIQUOR (BAR)	M&C - 12/16/2024
125	THE JUICY SEAFOOD KITCHEN & BAR	819 WALNUT SQUARE BLVD	RESTAURANT	NO CHANGE	M&C - 12/16/2024
126	THE OLIVE GARDEN ITALIAN REST. #6491	1430 W. WALNUT AVE	RESTAURANT	NO CHANGE	M&C - 12/16/2024
127	THE WAGGLE, LLC	825 CHATTANOOGA AVE STE 35	MALL LOUNGE	NO CHANGE	M&C - 12/16/2024
128	TIBBS CONVENIENCE STORE	813 N TIBBS RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
129	TIENDA TIKAL #2	616 4TH AVE SUITE 4-6	RETAIL STORE / RESTAURANT	NO CHANGE	M&C - 12/16/2024
130	TJUJANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	RESTAURANT	NO CHANGE	M&C - 12/16/2024
131	TOBACCO OUTLET	1339 W WALNUT AVE	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
132	TOP SHELF PACKAGE	101 W. WALNUT AVE STE 13	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024
133	UNDERWOOD MARKET	532 UNDERWOOD ST STE B	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
134	VIP LIQUORS	785 SHUGART RD STE 1	LIQUOR STORE	NO CHANGE	M&C - 12/16/2024

135	WALGREENS #05954	1247 W. WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
136	WALGREENS #11994	2225 E. WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
137	WALGREENS #17232	1320 CLEVELAND HWY	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
138	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
139	WALMART SUPERCENTER #5173	815 SHUGART RD	RETAIL STORE	NO CHANGE	M&C - 12/16/2024
140	WALNUT EXPRESS	2524 E WALNUT AVE	RETAIL STORE	NO CHANGE	M&C - 12/16/2024



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/16/2024

Agenda Item: **The request of Ed Staten to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.38 acres located on 1112 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-022)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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 attached staff analysis and recommendation

ORDINANCE NO. 24-35

To rezone property of Staten Enterprises, Inc. from a Heavy Manufacturing (M-2) 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, Staten Enterprises, Inc. by and through its authorized agent, Ed Staten, has petitioned for rezoning of certain real property it owns from M-2 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 HEREBY ORDAINED, by the Mayor and Council of the City of Dalton, Georgia, as follows:

Section 1.

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from M-2 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 _____, 2024.

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

EXHIBIT "A"

Tax Parcel No. 12-255-03-022

**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: November 26, 2024

SUBJECT: The request of Ed Staten is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-255-03-022) containing a total of 0.38 acres located at 1112 Riverbend Drive. (City of Dalton)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 25, 2024, 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 Brandon Brook.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval of the rezoning. There were no further questions for Mr. White.

Brandon Brook spoke on behalf of Mr. Staten. He stated he was not familiar with the property. He was asked if the property was already cleared already, and he stated that it was.

There were no further comments.

Recommendation:

Chairman Lidderdale sought a motion for the rezoning. **Chris Shifflett made a motion to approve, and Octavio Perez seconded the motion. There was a unanimous recommendation to approve the R-5 rezoning 4-0.**

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

ZONING CASE: Ed Staten is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-255-03-022) containing a total of 0.38 acres located at 1112 Riverbend Drive. The subject property is currently developed with a **single-family detached dwelling**: The petitioner's request to rezone was made in order to bring the subject property into conformity.

The surrounding uses and zoning are as follows: The M-2 zone district surrounds the subject property on all its boundaries. However, all but one adjacent tract of land contains residential dwellings.

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 is within a small pocket neighborhood in an otherwise industrial area. The R-5 and M-2 zone districts converge throughout this area with no consistent pattern. The mix of zoning and development in this area is a product of development that occurred prior to unincorporated county zoning. The proposed rezoning would restore conformity to the subject property and better reflect the majority of the adjacent development.

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

There is no expectation for any negative impacts on the values of the adjacent or nearby property values based on the established pattern of development in this area.

(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 is too small for any type of industrial or manufacturing use, and the existing dwelling is in non-conforming status as it is currently zoned. The proposed R-5 rezoning would allow for the subject property to become conforming.

(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.

There is no expectation that public water or sewer would be burdened by the proposed development. Utilities are available at high capacity in this area and the subject property's limited size does not give cause for concern regarding available capacities.

(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's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to represent areas of the city that are in need of residential and community reinvestment. The proposed rezoning is an excellent fit for the subject property based on the established development pattern of this area.

(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 R-5 rezoning would create an island of R-5 at this location on the zoning map. However, all but one of the adjacent tracts of land are developed with residential dwellings. The land use character of the subject property would not be altered if the R-5 rezoning is approved, and there is no expectation that this rezoning would have a negative impact on the adjacent properties or the surrounding community.

(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 the R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the subject property to be restored to a conforming status based on its existing development character.
2. The Town Neighborhood character area in the Comprehensive Plan supports the proposed rezoning.
3. The R-5 zone district would better protect the values of the adjacent and nearby residential properties than the existing M-2 zone district.

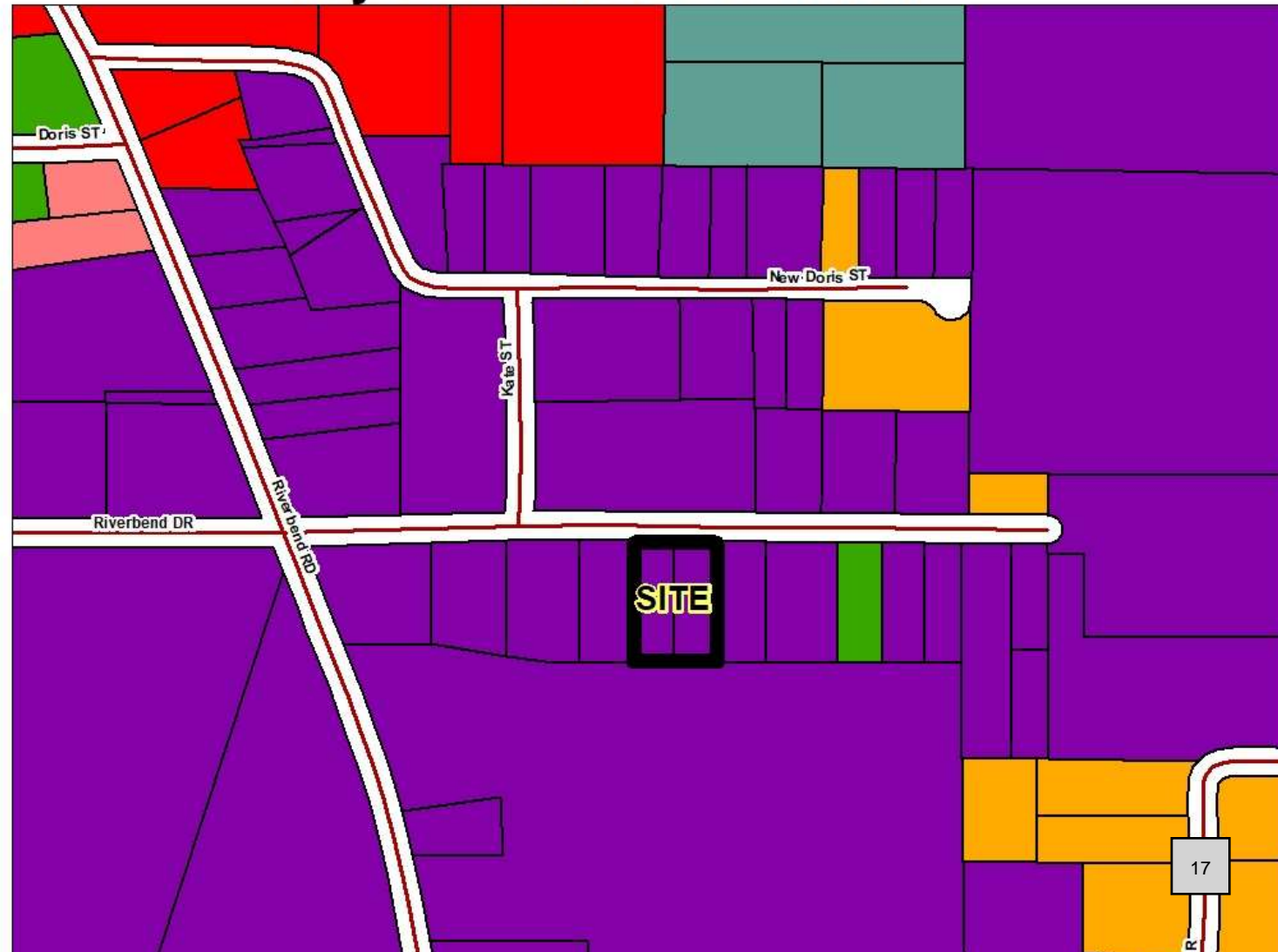
Staten Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

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


FEET
200



**Staten Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



DALTON CITY LIMITS

 Town_Boundaries

**FEET
200**



Staten Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FEET
200



**Staten Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
100**



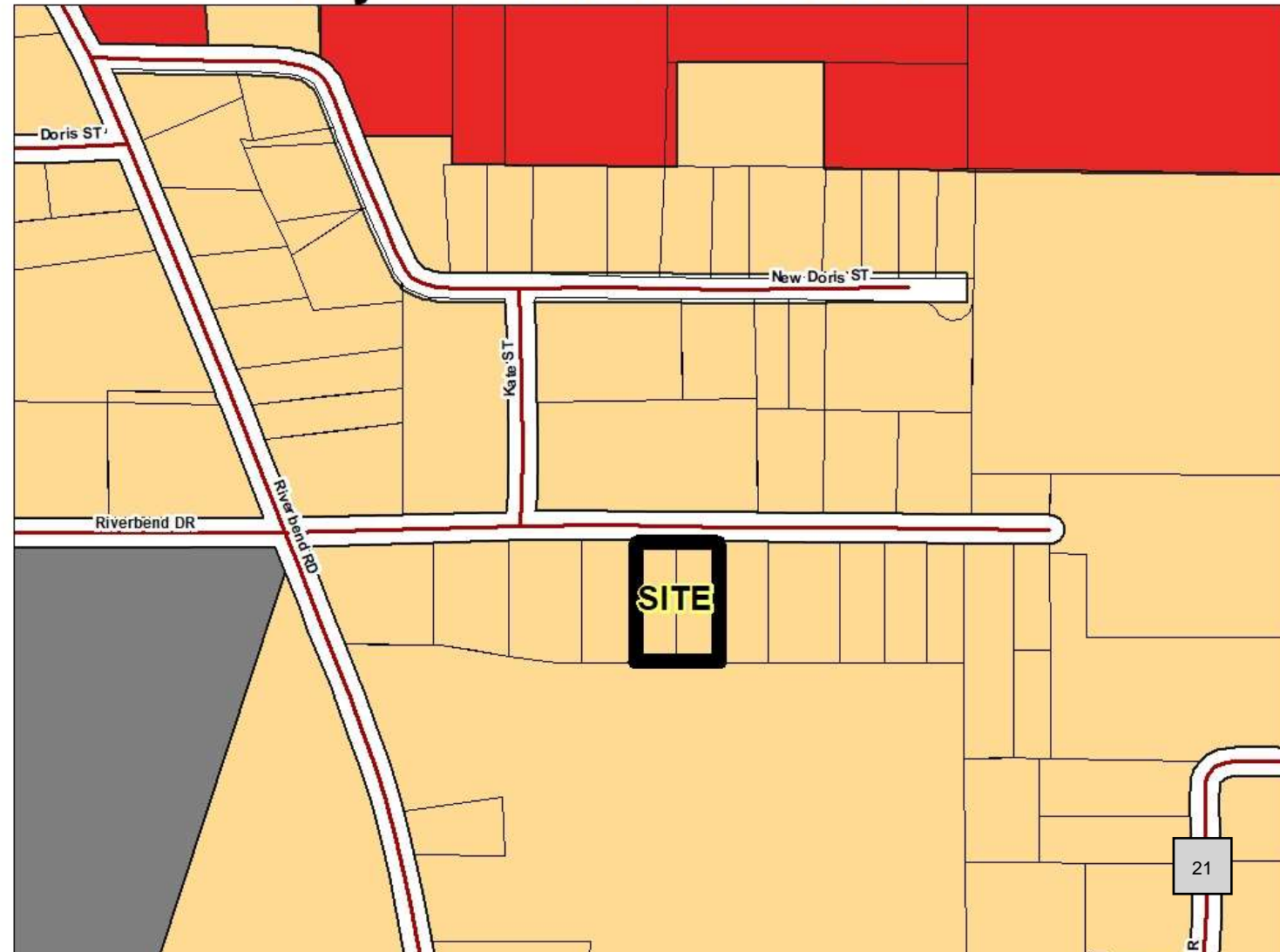
Staten Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/16/2024

Agenda Item: **The request of the City of Varnell Mayor and Council to amend the Unified Zoning Ordinance by reducing the permitted building height of the General Commercial (C-2) zone district. (Varnell Only)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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 attached staff analysis and recommendation

Ordinance 24-36

To Amend Unified Zoning Ordinance Of Whitfield County, Georgia; To Provide An Effective Date; To Repeal All Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, the Mayor and Council of the City of Dalton previously adopted the *Unified Zoning Ordinance*; and

WHEREAS, said ordinance has been amended from time to time in order to protect the health, welfare, and safety of the public; and

WHEREAS, the City of Varnell has requested to amend the *Unified Zoning Ordinance*, otherwise known as Appendix A to the City of Dalton Code of Ordinances, as set forth herein by reducing the permitted building height from 140 feet to 50 feet in the General Commercial (C-2) District of Varnell only; and for other purposes; and

WHEREAS, the Mayor and Council have determined that said amendments are useful, necessary, and proper, and they protect the health, welfare, and safety of the public and therefore consent to the City of Varnell's request set forth herein; and

WHEREAS, the Mayor and Council have determined that said amendments promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and Cities of Dalton, Cohutta, Tunnel Hill, and Varnell*; 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 the authority of the same, as follows:

Section 1.

Section III of the Unified Zoning Ordinance in Chart 3-7 *Area, Floor, Setback, Yard and Height Requirements* of the *Unified Zoning Ordinance* is hereby amended to lower the maximum building height for the C-2 zone district from 140 feet to 50 feet for the City of Varnell only. This shall be reflected on the chart as "Varnell Only."

Section 2.

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

Section 3.

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

Section 4.

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

SO ORDAINED this ____ day of _____, 2024.

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

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEM

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: Whitfield County Board of Commissioners
Robert Sivick
Robert Smalley
City of Dalton Mayor and Council
Andrew Parker
Jonathan Bledsoe
City of Varnell Mayor and Council
Mike Brown
Terry Miller
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: November 26, 2024

SUBJECT: The request of the City of Varnell Mayor and Council to amend the Unified Zoning Ordinance text.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 25, 2024, 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 Tyler White and Jean Price-Garland.

Public Hearing Summary:

Tyler White summarized the City of Varnell's desire to lower the maximum building height from 140' to 50'. Jean Garland also addressed a change in Georgia State Law that changed the requirements for advertisements for halfway houses as to no longer require two separate public hearings and therefore the UZO amendment would reflect the change in the state law in order to remain compliant.

Chairman Lidderdale asked if any buildings existed there that would meet that height requirement and there were not.

There were no further comments.

Recommendation:

Chairman Lidderdale sought a motion for the text amendments. **Chris Shifflett made a motion to approve, and Jody McClurg seconded the motion. There was a unanimous recommendation to approve the UZO text amendments (4-0).**

STAFF ANALYSIS
MAP & TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

November 2024

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

Proposed Text Amendments: The proposed amendment would only effect Section III of the Unified Zoning Ordinance in Chart 3-7 Area, *Floor, Setback, Yard and Height Requirements*. The proposed amendment would amend the Max Building Height for the C-2 zone district by lowering the maximum building height from 140' to 50'. This amendment would only apply to the City of Varnell and would be reflected on the chart as "Varnell Only"

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

Staff Recommendation: The proposed text amendments are recommended for adoption to better reflect Varnell's small-town charm.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-16-24

Agenda Item: Agreement for Sale and Purchase of Real Estate at 604 Olivia Drive

Department: Administration

Requested By: Devon Brooks

Reviewed/Approved by City Attorney? Yes

Cost: \$117,000.00

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Purchase Agreement with Jose Estrada and Nicolasa Salaices Estrada for Stormwater Improvement Project at 604 Olivia Drive.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Property (“this Agreement”) dated as of the Effective Date (as defined in Section 15.k below) by and between, **Jose L. Estrada and Nicolasa F. Salaires Estrada** (the “Seller”) and the **City of Dalton**, a municipal corporation of the State of Georgia (the “Purchaser”).

W I T N E S S E T H:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase certain real estate more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all improvements thereon; and all appurtenances thereto (the “Property”). The Property has a mailing address as follows: 604 Olivia Drive, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$117,000.00 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable fee simple title to the Property. The parties agree that Seller may discharge any outstanding liens and encumbrances out of the purchase money at Closing. At Closing, Seller shall deliver to Purchaser an affidavit concerning the absence of boundary line disputes on the Property, the possession of the Property by Seller, improvements or repairs made on the Property within three (3) months of the Closing date, the absence of legal proceedings against Seller, and such other matters as Purchaser may reasonably require. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers). At Closing Seller will furnish Purchaser with a general warranty deed, properly executed by Seller and delivered to Purchaser, in proper form
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller’s obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia (“Title Standards”). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Proration.** Taxes and other assessments assessed against the Property for the calendar year during which the Closing occurs shall be prorated as of the date of Closing. If the taxes and other assessments of said calendar year are not known on the Closing date, the proration shall be based upon the actual taxes and

other assessments for the immediately preceding calendar year, and Purchaser and Seller shall adjust the proration at such time as the actual taxes or other assessments for the calendar year of the Closing are billed.

6. **Closing.** The closing date of this transaction (the "Closing") shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.

7. **Risk of Loss.** Seller shall bear all risk of loss or damage from any casualty suffered by any and all improvements and personal property located on the Property until such time as legal title has passed to or possession given to Purchaser, but shall be entitled to recover from the Purchaser for any damage or loss caused by Purchaser's negligence. In the event that the improvements or personal property sustain substantial damage or total destruction, prior to the date of Closing, either party shall have the right to declare this Agreement null and void, and the earnest money shall then be returned to Purchaser and the parties shall have no further liability hereunder.

8. **Use of Property.** Seller warrants that the Property and the use of the Property is currently in compliance with all zoning ordinances, building codes, fire codes or regulations and all other laws, regulations or ordinances which are applicable to the Property or its present use. Seller further warrants and represents that Seller has received no notice of any violation or pending change in any such ordinance, law or regulation which, if enforced or enacted, would result in the noncompliance of the Property with any such ordinance, law or regulation. Seller shall reaffirm such warranty and representation at Closing.

9. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

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

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

12. Miscellaneous Provisions.

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

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

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

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

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten

signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

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

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

l. *Time Limit of Offer.* The offer made herein by CITY OF DALTON shall expire at 5 o'clock P.m. on the date 1/3/2025.

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

SELLER:

PURCHASER:

Jose L. Estrada (Seal)
Jose L. Estrada

City of Dalton

Nicolasa F. Salaices Estrada (Seal)
Nicolasa F. Salaices Estrada

By: _____ (Seal)
Title: _____

Seller Contact Information:
Mailing Address:

Purchaser Contact Information:
Mailing Address:

614 FRAZIER DRIVE
DALTON GA 30721

Phone: 706 847. 1146

Phone: _____

Email: _____

Email: _____

Date of Execution: 12/2, 2024.

Date of Execution: _____, 2024.



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 202 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the east right of way line of Olivia Drive, said point being located in a northerly direction, as measured along said right of way line, a distance of 160 feet from the intersection of the east right of way line of Olivia Drive and the north right of way line of James Street; thence north, along the east right of way line of Olivia Drive, 95 feet to an iron pin; thence north 89 degrees 00 minutes east 91.8 feet to an iron pin; thence north 89 degrees 00 minutes east 28 feet to the centerline of a branch; thence running in a southerly direction, along the meanderings of the centerline of said branch, south 05 degrees 21 minutes west 94.94 feet; thence south 88 degrees 46 minutes west 27 feet to an iron pin; thence continuing, south 88 degrees 46 minutes west 85.6 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 2104 Page 119, Whitfield County, Georgia Land Records.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-16-24

Agenda Item: Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at North Elm Street

Department: Administration

Requested By: Devon Brooks

Reviewed/Approved by City Attorney? Yes

Cost: \$2,600.00

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Purchase Agreement with Manton Family Partnership, LLLP for Permanent Stormwater Drainage Easement at North Elm Street (Parcel 12-200-10-010).

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Property (“this Agreement) dated as of the Effective Date (as defined in Section 9.k below) by and between, **Manton Family Partnership, LLLP**, a Georgia limited liability limited partnership (the “Seller”) and the City of Dalton, a municipal corporation of the State of Georgia (the “Purchaser”).

WITNESSETH:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase that certain temporary and permanent easement for the construction and maintenance of storm water facilities across the real property having a mailing address as follows: North Elm Street, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$ 2600 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable title to the easement in the form of the Storm Drainage Easement attached hereto as Exhibit “A.” Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller’s obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia (“Title Standards”). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Closing.** The closing date of this transaction (the “Closing”) shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M. or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.
6. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

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

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

9. **Miscellaneous Provisions.**

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

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

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

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

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

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

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

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

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

SELLER:

PURCHASER:

Manton Family Partnership, LLLP,
By its General Partner
TLM Diversified, LLC

City of Dalton

By: Linda P. Manton (Seal)
Linda P. Manton, Member

By: _____ (Seal)
Title: _____

Seller Contact Information:
Mailing Address:

Purchaser Contact Information:
Mailing Address:

3460 SUNRISE DR
ROSSVILLE GA 30741

Phone: _____

Phone: _____

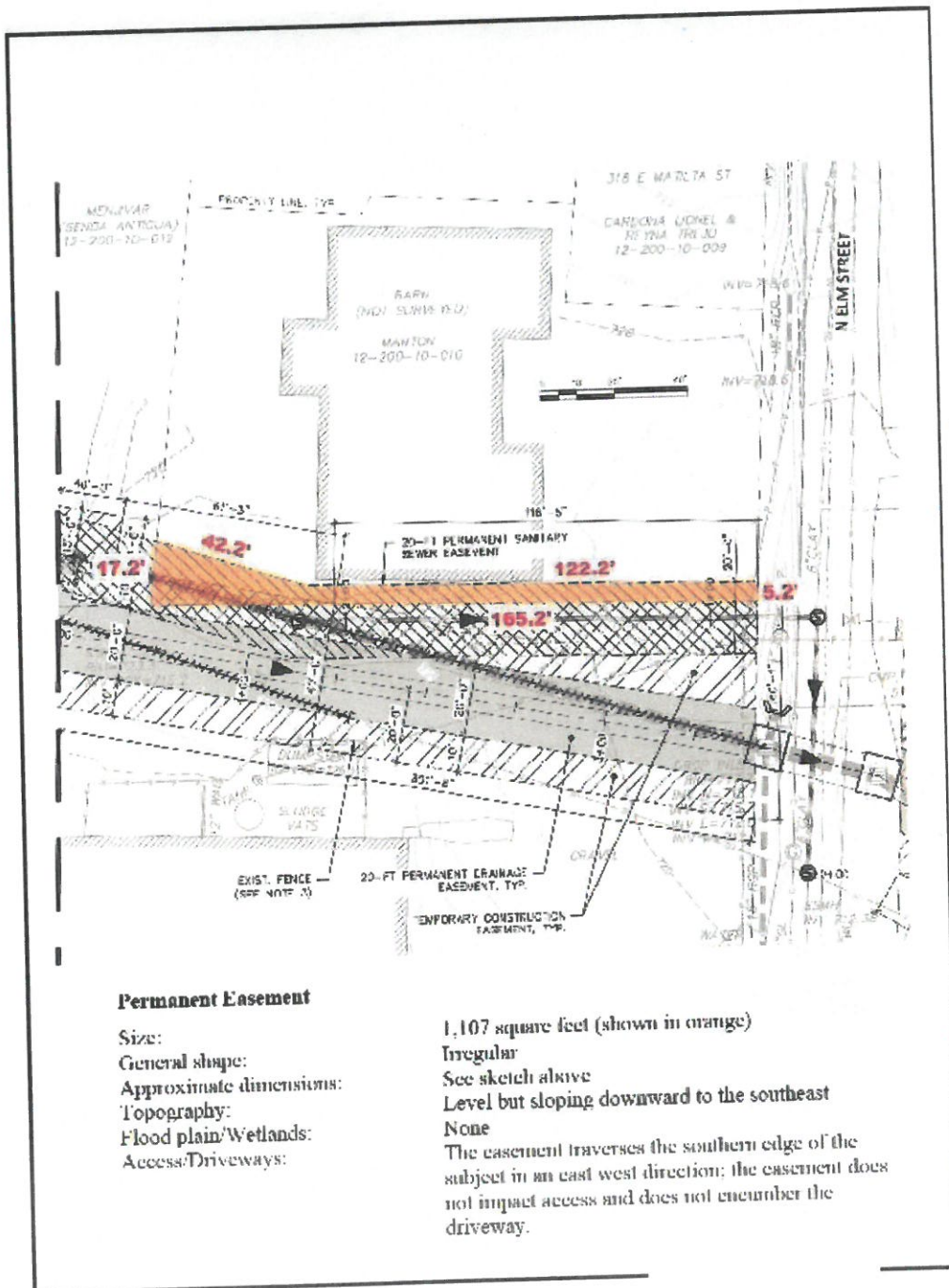
Email: linda.manton@gmail.com

Email: _____

Date of Execution: 12/4, 2024.

Date of Execution: _____, 2024.

EXHIBIT "A"



[Space above this line for recording data.]

Please Record and Return To:

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

STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this "Agreement") made this 4 day of DECEMBER 2024, between **Manton Family Partnership, LLLP**, a Georgia limited liability limited partnership, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

WITNESSETH:

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

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

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

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

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

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

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

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

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee's Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.
3. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.
4. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.
5. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City

Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

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

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

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

9. *Entire Agreement*. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement the terms of this Agreement shall control.

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

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

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

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

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


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

Signed, sealed and delivered
In the presence of:

GRANTOR:


Unofficial Witness

Manton Family Partnership, LLLP,
By its General Partner
TLM Diversified, LLC


Notary Public

By:  (Seal)
Linda P. Manton, Member

My commission expires: 12/4/2025
[Notarial Seal]



RECEIPT ACKNOWLEDGED BY:

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

GRANTEE:

City of Dalton, Georgia

By _____
Title:

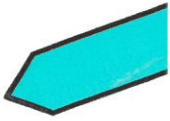
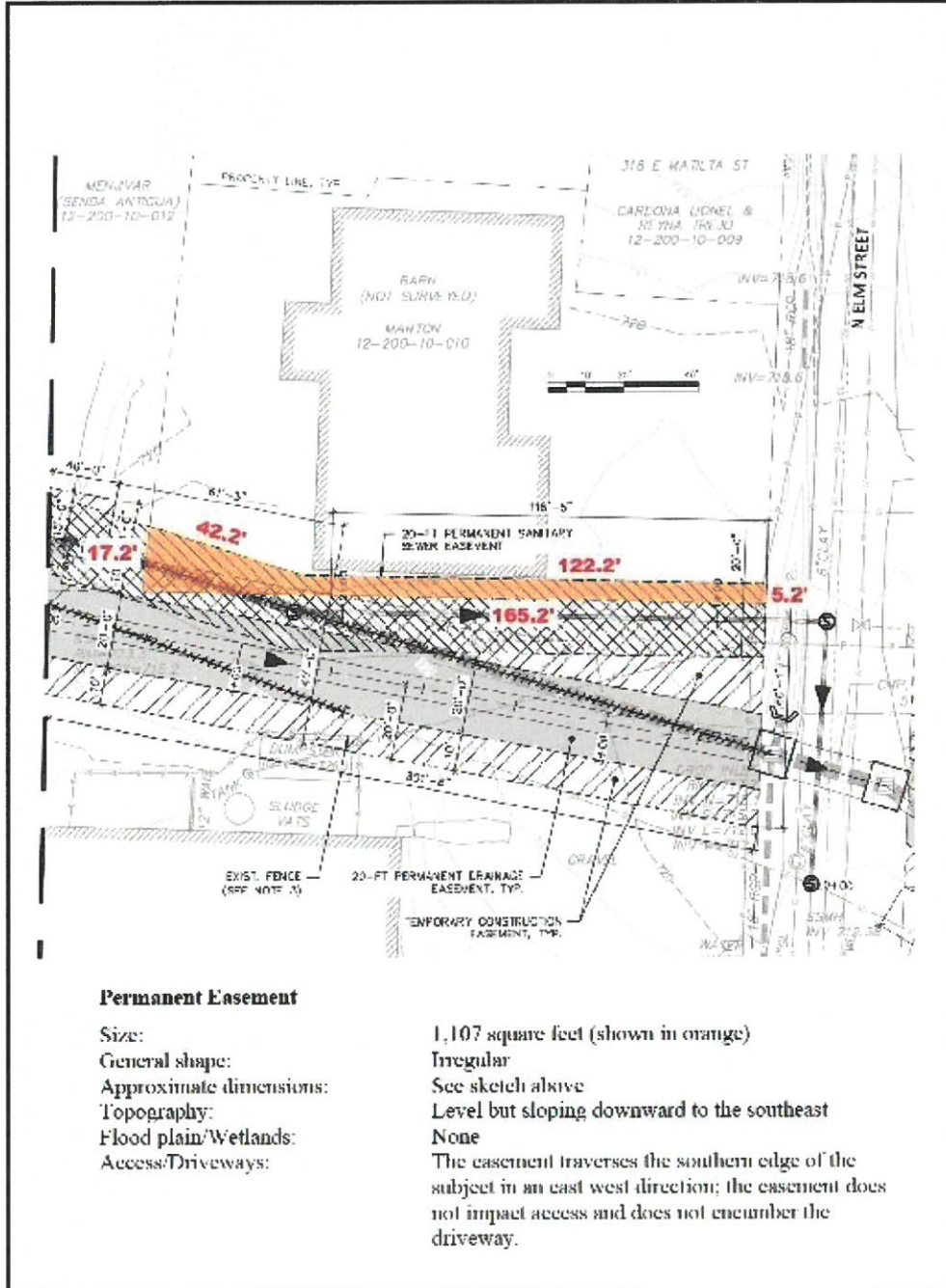


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Parcel B according to a plat of survey prepared for Thomas L. Manton by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated May 3, 1991, revised November 20, 2009, February 10, 2010 and March 2, 2010, and recorded in Plat Cabinet D Slide 1490, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 5558 Page 257, Whitfield County, Georgia Land Records.

EXHIBIT "B"





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/16/24

Agenda Item: Right of Way Encroachment - 1031 S Hamilton Street

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to approve a right of way encroachment at 1031 S Hamilton Street for means of installing curb & gutter, sidewalk and street trees within the right of way.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way
Permit No. _____

Applicant: Lynx Metals

Address: 1031 S Hamilton St., Dalton, GA 30720

Contact Person: Trevor Kremser

Phone: 423-208-8708

Purpose of Encroachment: Install sidewalk for access to units at front of property

A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 19 day of November, 2024. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: _____
(title) _____

Public Works Committee Recommendation: Approve Do not Approve

After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby ___ approved ___ denied, this _____ day of _____, 20__.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

Concrete walkway
minimum 8' wide

6" curb
18" gutter

5' wide mulch area
Trees
Cercis Canadensis - Eastern Redbud





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12-16-24
Agenda Item: Resolution 24-20 Amicus Brief
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

RESOLUTION 24-20 OF THE CITY OF DALTON, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

RESOLUTION 24-20

RESOLUTION OF THE CITY OF DALTON, GEORGIA (the “CITY”) AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton 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 \$35,000,000.00;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals held that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous;*”

WHEREAS, the CITY is concerned by the Court of Appeals’ decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals’ decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize and ratify participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the CITY’s name as a participating party.

City of Dalton, Georgia

Mayor/Mayor Pro Tempore

Attested To:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12-16-24
Agenda Item: Resolution 24-21 Exchange of Property
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

RESOLUTION 24-21 AUTHORIZING EXCHANGE OF LAND PURSUANT TO O.C.G.A. § 36-37-6 (c)

RESOLUTION 24-21

RESOLUTION AUTHORIZING EXCHANGE OF LAND PURSUANT TO O.C.G.A. § 36-37-6 (c)

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), owns certain real property, which is more particularly described as follows (the “City Property”):

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as follows:

BEGINNING at a nail placed at the intersection of the east right of way line of Pentz Street and the south right of way line of King Street; thence north ninety degrees 00 minutes 00 seconds east, along the south right of way line of King Street, a distance of 53 feet; thence south 00 degrees 00 minutes 00 east 85 feet; thence north 90 degrees 00 minutes 00 seconds west 53 feet; thence north 00 degrees 00 minutes 00 seconds east, along the east right of way line of Pentz Street, 85 feet to the POINT of BEGINNING.; and

WHEREAS, the City has determined that the City Property is no longer needed for a public purpose; and

WHEREAS, Pentz Legacy, LLC (“Pentz”) owns certain real property adjacent to certain recreational facilities owned by the City which may be used for the expansion of or support of such recreational facilities, which said property owned by Pentz is more particularly described as follows (the “Pentz Property”):

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 279 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 1 containing 3.502 acres according to a plat of survey prepared for the City of Dalton by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated October 23, 2024, to be recorded in the Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot Nos. 278 and 279 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 1 containing 1.704 acres according to a plat of survey prepared for the City of Dalton by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated October 23, 2024, to be recorded in the Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

WHEREAS, the City has determined that it is in the best interest of the City to exchange the City Property and acquire the Pentz Property on such terms and conditions set forth in a certain exchange agreement (“Exchange Agreement”), which is attached hereto as Exhibit 1 and made a part hereof;

WHEREAS, O.C.G.A. §36-37-6(c) authorizes municipal corporations to trade or exchange “real property belonging to the municipal corporation for other real property where the property so acquired by the exchange shall be of equal or greater value than the property previously belonging to the municipal corporation; provided, however, that within six weeks preceding the

closing of any such proposed exchange of real property, a notice of the proposed exchange of real property shall be published in the official organ of the municipal corporation once a week for four weeks. The value of both the property belonging to the municipal corporation and that to be acquired through the exchange shall be determined by appraisals and the value so determined shall be approved by the proper authorities of said municipal corporation;” and

WHEREAS, the value of the City Property and the value of the Pentz Property as set forth in the Exchange Agreement have both been determined by a certified general appraiser licensed by the State of Georgia Real Estate Appraisers Board;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City hereby approve of the value of the City Property and the value of the Pentz Property as set forth in the Exchange Agreement and as determined by said appraiser.

BE IT FURTHER RESOLVED that the City and the Mayor on behalf of the City of Dalton are hereby authorized to enter into the Exchange Agreement and perform the obligations set forth therein, subject to satisfaction of certain statutory formalities for effectuation of such transaction and advertisement as required by O.C.G.A. §36-37-6(c).

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and hereby is, 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 a Warranty Deed to transfer the City Property to Pentz, along with such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, 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 Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor 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 Mayor 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 Mayor 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 _____, 2024.

The City of Dalton, Georgia

By: _____
Mayor/Mayor Pro Tem

Attest: _____
City Clerk

(seal)

EXHIBIT “1”

EXCHANGE AGREEMENT

Settlement Agent
The Minor Firm

Date: December ____, 2024
Pentz: Pentz Legacy, LLC (“Pentz”)
City of Dalton: The City of Dalton, Georgia
Pentz Property Tract No. 1: 3.502 Acres on Hale Bowen Drive
Pentz Property Tract No. 2: 1.704 Acres on Hale Bowen Drive
City Property: 0.12 acres on North Pentz Street

1. The parties acknowledge the closing and delivery of documents executed in connection with this transaction shall occur on the sooner of February 15, 2025 or completion of title search of both properties and satisfaction of all title objections, completion of legal advertisement, and approval of the transaction contemplated herein by the City in an open meeting.

2. The parties acknowledge that the City of Dalton is exchanging certain real property and improvements owned by the City as described in Exhibit “A” (the “City Property”) with certain real property owned by Pentz as described in Exhibit “B” (collectively the “Pentz Property”) for an exchange value of \$340,000.00 (the “Exchange Consideration”). It is the intention of the parties that this transaction be a simultaneous exchange of real property pursuant to the terms of Section 1031 of the United States Internal Revenue Code (26 U.S.C. § 1031).

3. For the purpose of this exchange the parties have valued the Pentz Property at an aggregate value of \$479,549.12 and the City Property at a value of \$340,000.00. The City shall pay to Pentz as additional consideration the sum of \$139,525.08.

4. The parties acknowledge that Pentz shall be responsible for and pay the 2024 ad valorem taxes on Whitfield County Tax Parcel Nos. 12-179-02-035 and 12-179-11-000 including the temporary tax bills and any future final tax bills due for the 2024 tax year. The parties further acknowledge that the 2024 ad valorem taxes on Whitfield County Tax Parcel No. 12-219-11-005 are currently exempt.

5. The parties agree that the exchange of properties shall be subject to the following covenants and restrictions:

- a. No commercial buildings or other structures, which are not for the support of recreational uses of the Pentz Property, shall be erected on the Pentz Property; however, structures may be constructed consistent with the uses of said property for recreational purposes;
- b. The Pentz Property shall be used primarily for recreational purposes;
- c. The City shall erect a fence around the Pentz Property so that access to the Pentz Property shall only be by Hale Bowen Drive;
- d. The City shall grant Pentz and its successors and assigns a right of first refusal on the Pentz Property for 100 years;
- e. Pentz and the Anna Sue and Bob Shaw Foundation shall utilize the City Property primarily to carry out charitable and philanthropic work and activities associated therewith;
- f. Pentz and its successors and assigns shall not destroy, demolish, or otherwise render the building on the City Property unusable, or permit any acts that may be reasonably likely to lead to the destruction, demolition, or deterioration of the building, excluding ordinary wear and tear. In the event the building is destroyed or damaged due to fire, storm, earthquake, flood, or any other act of God, Pentz, or its successors and assigns, shall, at their own election, either gift the City Property to the City, or restore and rebuild the building to a condition substantially similar to its pre-destruction condition, in which event Pentz or its successors or assigns shall bear all costs and expenses of such restoration or rebuilding. The rebuilt structure shall maintain the same general

appearance, size, and design as the original building, subject to any necessary modifications to comply with applicable zoning laws, building codes, or regulations.

and

g. The City shall have a right of first refusal on the City Property for 100 years.

City of Dalton

Pentz Legacy, LLC

By: _____ (Seal)
Mayor

By: _____ (Seal)
Title:

EXHIBIT "A"

Tax Parcel 12-219-11-005

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as follows.

BEGINNING at a nail placed at the intersection of the east right of way line of Pentz Street and the south right of way line of King Street; thence north ninety degrees 00 minutes 00 seconds east, along the south right of way line of King Street, a distance of 53 feet; thence south 00 degrees 00 minutes 00 east 85 feet; thence north 90 degrees 00 minutes 00 seconds west 53 feet; thence north 00 degrees 00 minutes 00 seconds east, along the east right of way line of Pentz Street, 85 feet to the POINT of BEGINNING.

EXHIBIT “B”

Tax Parcel 12-179-02-035 and portions of Tax Parcels 12-179-02-036 and 12-179-11-000

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 279 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 1 containing 3.502 acres according to a plat of survey prepared for the City of Dalton by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated October 23, 2024, and recorded in Plat Book F Page _____, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot Nos. 278 and 279 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 1 containing 1.704 acres according to a plat of survey prepared for the City of Dalton by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063, dated October 23, 2024, and recorded in Plat Book F Page _____, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	12-16-24
Agenda Item:	Gateway Signage Proposal with Confluence Design
Department:	Administration
Requested By:	Todd Pangle
Reviewed/Approved by City Attorney?	Yes
Cost:	\$16,700
Funding Source if Not in Budget	Hotel-Motel Tax Collections

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Now that we have the new branding and logo project almost completed with the anticipated receipt of our final deliveries, we would like to move to the next step. I have attached a proposal along with a document containing examples of previous projects Confluence Design has completed (Confluence is the firm that designed our branding and logo). The proposal covers the cost of Gateway signage design, which will include our new logo and brand colors. Once this work is completed, we will have a design for primary gateway signage to be utilized in key entrances to the city as well as secondary sign design for use at individual city properties. The plan would be to phase these in over time and not necessarily to do them all at one time. This will be paid for through the excess collections of Hotel, Motel Tax already collected this year.

CITY OF DALTON, GA

GATEWAY FEATURES - DESIGN CONSULTING

DECEMBER 6, 2024

THE LONG TERM SUCCESS
OF A BRAND CAN ONLY BE
ASSURED WHEN AN
ON-GOING PROGRAM THAT
INCORPORATES STRONG
BRAND PRINCIPLES IS
DEVELOPED AND
CONSISTENTLY APPLIED.
CONSISTENCY IS
PARAMOUNT TO
SUCCESSFUL BRANDING.

December 6, 2024

P. Andrew Parker, P.E.
City Administrator
City of Dalton, GA
PO Box 1205
300 W. Waugh Street
Dalton, GA 30722

RE: City Gateway Feature – Design Services

Mr. Parker

Confluence is pleased to submit the following proposal to City of Dalton, GA for design services related to a city gateway feature. Following is the outlined service list proposal with attached fees. The detailed scope of work is outlined in the “scope of services” section below (Section II).

I. Understanding

Confluence understands the intent of this agreement is to consider various design options for a city gateway feature program. The intent of this gateway program is for an initial placement at corner of Walnut Ave and Thornton Ave (to replace the existing sign) with additional consideration for placements adjacent to a rail line and other city limit entry points. Our goal is to develop a concept for this program with consideration of the following:

- Clearly identifies the City of Dalton and is promoting the new brand
- Creates a strong sense of place
- Utilizes materials and design aesthetics inherent in the community (Contextual)
- Sets scale that is appropriate for the roadway (consider vehicular experience)
- Generates community pride

II. Scope of Services

- **Phase One: Programming / Concept Design**
 - Review existing conditions around Dalton to collect photos and site information
 - Kickoff discussion with owner to obtain any relevant requirements, insight to future development and land ownership/easements.
 - Assemble Signage Location Plan (SLP) identifying gateway feature placements
 - Development of high-level conceptual approach to design solutions
 - Primary Gateway Feature
 - Secondary Gateway Feature
 - Preliminary budget allowances to each design option

- Owner may select one (1) conceptual approach to proceed to Phase 2
 - *MEETING #1 - Concept Design & Programming Review*

- **Phase Two: Design Development**
 - Based on comments/selected concept approach from Meeting #1, Confluence to refine design work (This is Revision #1) for presentation to Owner. This presentation will include:
 - Revised SLP
 - Updated and developed design views including computer modeling into photographed locations
 - Revised budget allocations based on design approach
 - *MEETING # 2 - Design Development #1 Presentation*

 - Based on comments from Meeting #2, Confluence to refine design work (This is Revision #2) for presentation to Owner. This presentation will include:
 - Final SLP
 - Final design documents inclusive of all locations elevated to scale, sketch-up model views (rendered), etc. to fully communicate design intent
 - Final budget allocations based on design approach
 - *MEETING # 3 - Design Development #2 Presentation*

- **Phase Three Pricing Documents**

Develop pricing submittal narrative package based on final design shown in Meeting #3. If additional revisions are required at this point, they will be administered via updates in pricing narrative set or an additional service charge (depending on significance of revision). Pricing Narrative to include:

 - Final SLP outlining graphic placements & quantities
 - Narrative design intent drawings outlining all necessary materials, finishes, typestyles, dimensions, etc. necessary for final price quote
 - Procurement of competitive pricing quotes from qualified fabrication contractors

- **Phase Four: Production Artwork & Construction Administration**

Coordination with the selected fabrication contractor relative to production and installation. Responsibilities to include:

 - Produce vector artwork required for contractor to produce CNC files
 - Review and alignment of schedule
 - Review of all contractor shop drawings
 - Review sample submittals (max 3 rounds of review)
 - Review and response to all contractor RFI's
 - Punchlist walk and follow up report

III. Compensation

Design fee for design services listed below is payable to **Confluence Enterprises, LLC** and will be billed percentage complete per month as follows:

Design Tasks	Fee
Phase 1: Programming / Concept Design	\$7,500.00
Phase 2: Design Development	\$2,750.00
Phase 3: Pricing Documents	\$3,500.00
Phase 4: Production Artwork & C/A (See Note 1)	\$2,500.00
Reimbursables (3%)	\$450.00

Total	\$16,700.00
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Invoices are due and payable 30 days from date of invoice.

Out of pocket reimbursable expenses are included as noted. Reimbursables include any necessary out-of-pocket expenses primarily related to local travel mileage and parking but may include but not limited to: travel outside of Metro-Atlanta, mock-ups, materials and supplies, copies/fax, prints, mock-up materials, in-house comp scans, typography, printing, long distance travel or any other incidental expenses incurred in connection with project responsibilities. Any additional reimbursable expenses must be approved in writing by owner of this agreement.

Note 1: *Ph4/Construction Administration fee can shift based on fabrication contractor selection. Confluence to provide a graded contractor matrix of Tier 1 thru Tier 4 vendors for possible pricing submittal. C/A fee noted assumes solicitation of Tier 1 contractors. If Tier 2 thru Tier 4 are selected, a multiplier will be assigned according to the grading scale.*

Assumptions/Scope Notes:


- All meetings to take place via screenshare.
- Deviation from the scope outlined in this agreement may require additional service fees.
- This project will utilize existing brand assets provided by the client relative to project branding (i.e. logo). This scope does not include additional brand development.
- Additional meetings requested by the owner in addition to what is outlined in the scope above may require additional service fees.
- This scope includes one (1) execution phase for CA. If the owner elects to break the execution into future phases, CA services for future phases are not included.
- This scope does not include negotiation with any third-party property owners.
- This scope does not include any DOT permitting or submittal (if gateway locations are on DOT ROW). Any DOT coordination would be covered under a separate hourly agreement.
- This contract may be terminated by either party upon written notice. Confluence will be compensated for all work performed and/or reimbursable expenses incurred prior to receipt of written notice. In the event of cancellation, ownership of all copyrights and the original artwork shall be retained by Confluence Design Consulting until receipt of payment in full. Terms of this agreement are valid for 60 days from substantial completion of documents unless otherwise stated in agreed upon project schedule. This scope covers design services only.

- Any required permits are not included as industry standard is for fabricator/installer to pull required permits as they hold liability on production/installation.
- This agreement covers design intent only. Any required engineering to be provided by others. This agreement does NOT include structural engineering or otherwise.
- This does NOT include actual costs for any construction, production or installation. This agreement covers design services only.

IV. Acceptance

Execution and return of the enclosed copy of this proposal for design services shall constitute acceptance by Client of the terms outlined herein. I look forward to working with you on this project.

Best regards,



W. Todd Vaught
Dba/Confluence.

Accepted and Approved for City of Dalton, GA by:

Signature & Date

Printed Name & Title

GAINESVILLE





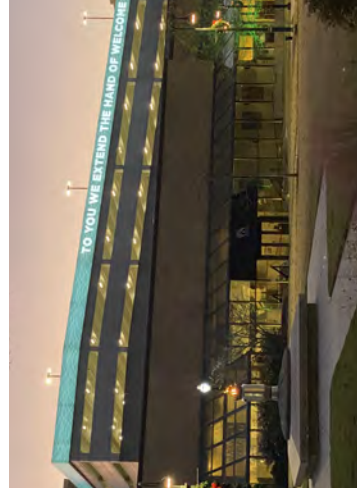
WESTSIDE STATION





GAINESVILLE



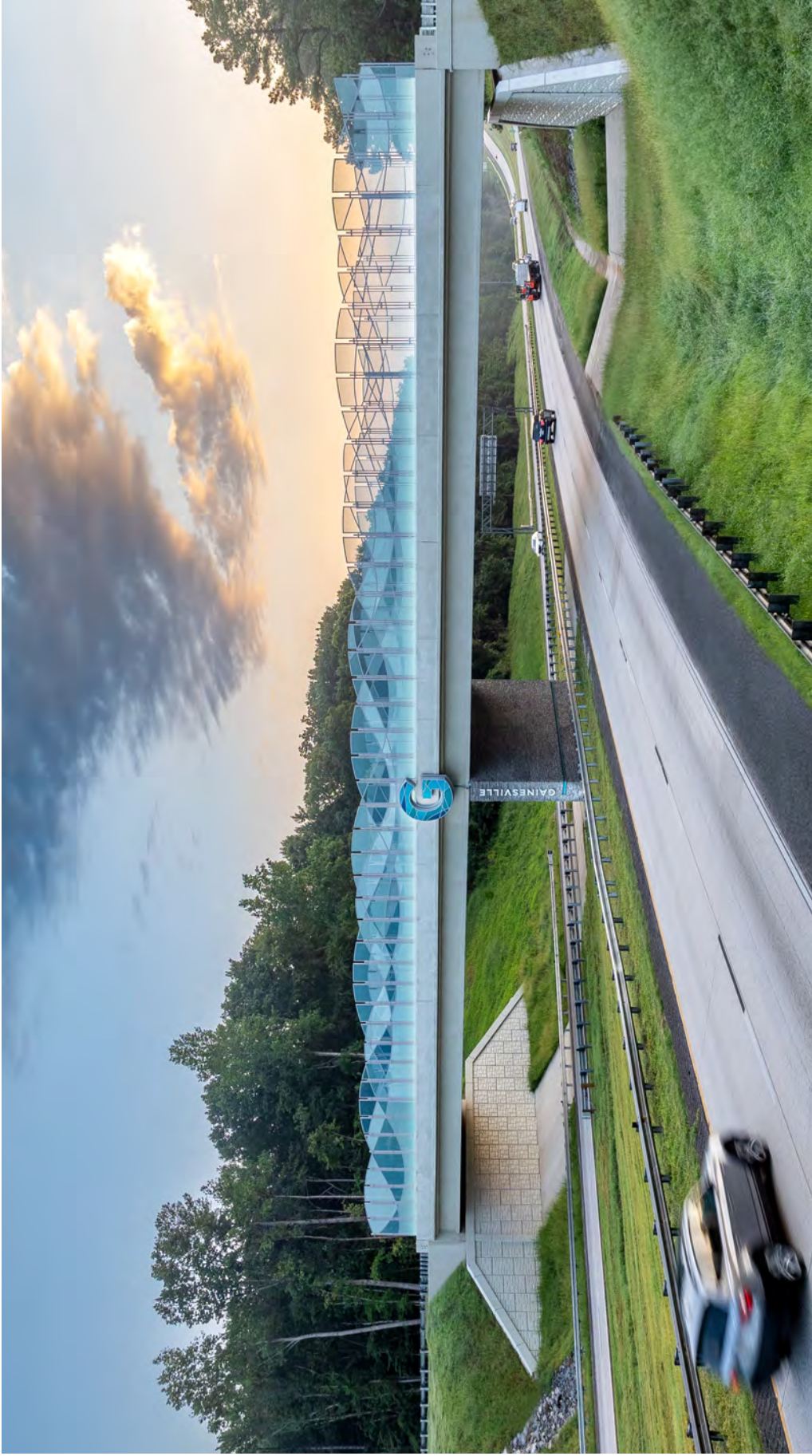


Gateway + Signage + Wayfinding | Gainesville, GA - 2019

Design and construction oversight of citywide signage and wayfinding program. The package was designed around the idea of water (Lake Lanier) as a key feature of the city's identity. Water is at the center of the city's tourism and is an economic development engine thus the abstracted water theme was developed as the primary brand element. The package included gateway landmarks, wayfinding signage, pedestrian map kiosks, public parking signage and building identification. After the initial gateway landmarks were installed, the design led to additional unique elements including specialty parking structure signage that will serve as an iconic city feature, a visitor center and CVB branding.

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Elachee Bridge | Gainesville, GA - 2024

Design and construction oversight of gateway branding to Elachee Bridge. This scope included a design effort to apply brand recognition to a standard DOT concrete bridge. Confluence developed a language of perforated panels allowing the safety fencing to be executed as a custom safety barrier recalling the brand pattern based on the Appalachian foothills. Further, an illuminated "G", utilizing consistent materials to the city gateway signage and stacked stone central pier cladding connect the new bridge to the existing gateway sign program.

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Gateway Features & City Signage | Woodstock, GA - 2024

Design and construction oversight of City of Woodstock Gateway and Signage Program. The package was designed to reflect the energy and vibrancy of downtown Woodstock. The multi-layered design was developed to keep cost down with minimal fabrication labor allowing the CNC machines to do all the work. The multiple layers symbolize the layers of activities available to those who visit. The visual language is used in a lighthearted fashion to reaffirm the brand of downtown Woodstock as a place to live, have fun and enjoy. Scope includes downtown gateway features, building identity monuments and wayfinding to public parking.

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RED DECK



RED DECK

Georgia World Congress Center

Mercedes-Benz Stadium

GEORGIA
WORLD
CONGRESS
CENTER
AUTHORITY

GEORGIA
WORLD
CONGRESS
CENTER
AUTHORITY



Georgia World Congress Center | Atlanta, GA - 2017

Design and execution oversight of exterior wayfinding program for the Georgia World Congress Center. This project considered vehicular and pedestrian wayfinding for key destinations around the GWCC campus including Parking options, GWCC Halls, Centennial-Olympic Park, Mercedes-Benz Stadium and State Farm Arena. This effort included rework of nomenclature for parking garage naming and color while also providing guidance to “campus limits” relative to extents of execution. This package did consider signage for identification of Halls A, B and C but was held for implementation along with future renovation work.

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◀ Public Parking P

▲ Old Cthouse Sq.

▲ D'town Bus. Dist.

▶ County Cthouse

▶ Police Station

Commerce Dr



Gateway + Wayfinding | Decatur, GA - 2008

Design and construction oversight of citywide signage and wayfinding program. The package was designed to reinforce the city logo and align with the significant amount of mission style architecture around the city's neighborhoods and civic buildings. The program included entry gateway landmarks, vehicular and pedestrian wayfinding, urban map kiosks and park signage. The parks program included significant interpretive graphics outlining many of the local environmental points of interest.

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WELCOME TO
CHAMBLEE



- ↙ MID-CITY DISTRICT
- ⤴ MUNICIPAL CENTER
- INTERNATIONAL VILLAGE

CHAMBLEE



SUWANEE CREEK GREENWAY



SUWANEE CREEK GREENWAY

LOOKED
WINDING
GLOVESOME
DANGEROUS
GOLDEN TO THE
AMAZING VIEW
WIRE MESHING
A WIDE PILE OF
HAPPY DRIVING
BLACK TOP





Suwanee Signage & City Hall History Exhibit – Suwanee, GA – 2010

Design of Citywide signage program including history of Suwanee displays for installation in the lobby of City Hall. This display required a unique design in that the building offered no wall space for a typical history wall. Freestanding displays were conceived with hidden casters to allow placement in the expansive open lobby while providing the ability to tilt and roll them out for events as needed. This full display included six kiosks with a total of 24 panels of written and visual content telling not only the history of Suwanee, but outlining plans for its future.

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Peachtree Corners Pedestrian Bridge | Peachtree Corners, GA - 2020

Design and construction oversight of integrated branding to pedestrian bridge crossing Hwy 141. Design work included close coordination with bridge engineers around development of custom perforated bridge panels that introduce a pattern of branches and leaves inspired by the city's logo. Additional scope items include illuminated signage and stair tower features drawn from the city gateway towers previously developed by confluence.

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Westside Provisions District - Atlanta, GA - 2016

Comprehensive wayfinding, retailer identification and overall site graphics for a redeveloped site by Jamestown Properties. The graphics were developed to align contextually with the site, originally a slaughterhouse and meatpacking center. Wayfinding elements utilized corten steel and reclaimed brick inherent to the site. Other graphic elements were developed utilizing bright colors for wayfinding to work in contrast to the weathered material palette. The intent of the design approach was to make the signage/graphics feel highly integrated as if they were always a part of the site that have grown in over time, aging with the buildings.

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Gateway + Wayfinding | Lawrenceville, GA - 2010

Design and construction oversight of citywide signage and wayfinding program. The package was designed utilizing reclaimed wood from a local architectural landmark that had recently undergone renovation. The lumber was originally locally sourced thus truly from the heart of the community. Many of the programs design elements were intended to reflect details of the iconic courthouse in the center of the downtown square. The program included city logo design, entry gateway landmarks, vehicular and pedestrian wayfinding, building identification, urban map kiosks and points of interest interpretive signage aligning to the downtown square map.

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SELECTED CLIENT LIST





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12-16-24
Agenda Item: Miscellaneous Appointments
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? No

Cost:

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Appointment	Current Member	Term	Expiration	New Expiration
Municipal Court Judge	Cowan, Robert	1 Year	12/31/2024	12/31/2025
Fire Marshall	Daniel, Matthew	1 Year	12/31/2024	12/31/2025
City Attorney	Bledsoe, Jonathan	1 Year	12/31/2024	12/31/2025

Appointment	Current Member	Term	Expiration	New Expiration
Municipal Court Judge	Cowan, Robert	1 Year	12/31/2024	12/31/2025
Fire Marshall	Daniel, Matthew	1 Year	12/31/2024	12/31/2025
City Attorney	Bledsoe, Jonathan	1 Year	12/31/2024	12/31/2025