



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 21, 2025
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. Staff Reports

Minutes:

- [2.](#) Mayor & Council Work Session Minutes of April 7, 2025
- [3.](#) Mayor & Council Meeting Minutes of April 7, 2025

Unfinished Business:

- [4.](#) Second Reading Ordinance 25-10 The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street. Parcel (12-219-24-016).
- [5.](#) Second Reading Ordinance 25-11 the request of Adriana Lopez Molina to Annex 0.17 acres located at 1304 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3). Parcel (12-179-02-065).

New Business:

- [6.](#) Review of (2) New 2025 Alcohol Beverage Applications
- [7.](#) FY2025 Budget Amendment #2.
- [8.](#) Building Assessment Proposal - 210 N. Pentz Street

- [9.](#) Overhead Door Maintenance Agreement with DH Pace-King Door Company
- [10.](#) GDOT Supplemental Agreement #1 for Hangar Contract Term Extension at Airport
- [11.](#) Integrated Builds Change Order #1 on Airport Hangar Development Project
- [12.](#) Croy Engineering Task Order #12 for Inspection Services on Airport Hangar Project
- [13.](#) First Reading Ordinance 25-09 To Amend the Charter of The City of Dalton, Georgia, Approved May 1, 2024 (2024 Georgia Laws p. 3739); By Amending Article I Captioned: "Incorporation and Powers" By Amending Section 1.12(b)(6) By Striking and Deleting Said Section and Substituting in Lieu Thereof New A Paragraph; To Provide for Severability; To Provide for The Repeal of Conflicting Ordinances; To Provide for An Effective Date; And for Other Purposes.

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL
WORK SESSION MINUTES
APRIL 7, 2025

The Mayor and Council held a Work Session this evening at 4:30 p.m. on the 2nd floor Conference Room at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock via Zoom, Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker, Assistant City Administrator Todd Pangle, CFO Cindy Jackson and City Attorney Jonathan Bledsoe.

CAPITAL IMPROVEMENT BUDGET

City Administrator Andrew Parker reviewed each departments' FY-2025 Capital Improvements Project request and explained if or how the project could be funded. Parker submitted a spreadsheet that included the department's request, versus the total funding allocated and if there were any needed external funding. A copy of this budget is a part of these minutes. The Mayor and Council approved funding scenario version 1 as submitted.

PROJECT UPDATE

City Administrator Andrew Parker updated the Mayor and Council on the timeline, progress and potential completion of the following projects:

- John Davis
- Police Department Property and Evidence Building

PROPOSED TRAFFIC CONTROL – CHRISTIAN HERITAGE

City Administrator Andrew Parker stated Kent Harrison the Head of School from Christian Heritage School had approached the City regarding speeding concerns on Martin Luther King, Jr. Blvd in front of Christian Heritage School. Parker stated Mr. Kent inquired about the possibility of a roundabout. Parker presented an overview of a roundabout in this location and also stated a traffic study was conducted for a traffic signal. Parker further stated after review, this section of MLK Jr. did not meet the requirements for installation of a traffic signal. After some discussion, Council members agreed that with the construction of Christian Heritage Schools new Performing Arts Theatre it may be possible to meet the traffic signal requirements.

ADJOURNMENT

There being no further business to come before the Mayor and Council during the Work Session, on the motion of Council member Goodlett, second Council member Lama, the meeting was Adjourned at 5:50 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Approved: _____

Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 7, 2025

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Councilmember Lama, second Councilmember Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no Public Comments.

STAFF REPORTS

There were no Staff Reports.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of March 17, 2025. On the motion of Councilmember Lama, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

PROCLAMATIONS

"Donate Life Month - April 2025" - Kyla Harris, Lifelink Foundation

Mayor Sams proclaimed the month of April 2025 as "Donate Life Month" in the City of Dalton and encouraged all residents to sign up on Georgia's organ and tissue donor registry.

FIRST READING - ORDINANCE 25-10 REZONING REQUEST OF SCOTT CUNNINGHAM

North West Georgia Assistant Planning Director Ethan Calhoun presented the First Reading of Ordinance 25-10 a request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street. Parcel (12-219-24-016). Calhoun stated the Staff and the Planning Commission recommended approval.

FIRST READING ORDINANCE 25-11 - ANNEXATION REQUEST OF ADRIANA LOPEZ MOLINA

North West Georgia Assistant Planning Director Ethan Calhoun presented the First Reading of Ordinance 25-11 a request of Adriana Lopez Molina to Annex 0.17 acres located at 1304 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065). Calhoun stated the Staff and the Planning Commission recommended approval.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE AT 631 N. GLENWOOD AVENUE

Public Works Director Chad Townsend presented an Agreement for Sale and Purchase of Real Estate for a Permanent Stormwater Drainage Easement for Material Handling Inc. at 631 N. Glenwood Avenue. Townsend stated the property will facilitate the Glenwood Avenue stormwater improvements project and the acquisition of easements is required to allow the new drainage infrastructure to be installed. Townsend stated the appraised value is \$123,500 and will be paid from 2015 SPLOST. On the motion of Council member Farrow, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

DECLARATION OF TAKING AND ORDER ON PLANZER PROPERTY AT 622 N. ELM

City Attorney Jonathan Bledsoe presented a Declaration of Taking and Order on the Planzer Property located at 622 N. Elm Street for the Glenwood Avenue Stormwater Improvement Project. Mr. Bledsoe stated this property will facilitate the Glenwood Avenue stormwater improvements project and the acquisition of easements is required to allow the new drainage infrastructure to be installed. Bledsoe further stated the appraised value is \$16,600 and will be paid from the 2015 SPLOST. On the motion of Council member Farrow, second Council member Goodlett, the Declaration of Taking and Order was approved. The vote was unanimous in favor.

ARCADIS TASK ORDER #13 - MOICE DRIVE DRAINAGE EVALUATION

Public Works Director Chad Townsend presented Arcadis Task Order #13 - Moice Drive Drainage Evaluation. Townsend stated that due to some flooding concerns in the area, Public Works is seeking to retain Arcadis to perform a drainage study of the Moice Drive area in an effort to identify a solution which would resolve flooding concerns. Townsend stated the cost is \$19,475 and will be paid from the 2020 SPLOST. On the motion of Council member Goodlett, second Council member Farrow, Task Order was approved. The vote was unanimous in favor.

IMPERIAL LANDSCAPES CONTRACT FOR PRATER ALLEY DETENTION POND FACILITY

Public Works Director Chad Townsend presented the Imperial Landscapes Contract for Prater Alley Detention Pond Facility. Townsend stated this contract will add mowing and maintenance services to the existing contract with Imperial Landscape in the amount of \$3960.00 per year. On the motion of Council member Goodlett, second Council member Farrow, the Contract was approved. The vote was unanimous in favor.

IMPERIAL LANDSCAPES CONTRACT FOR HUNTINGTON ROAD DETENTION POND FACILITY

Public Works Director Chad Townsend presented the Imperial Landscapes Contract for Huntington Road Detention Pond Facility. Townsend stated this contract will add mowing and maintenance services to the existing contract with Imperial Landscapes in the amount of \$3599.00 per year. On the motion of Council member Goodlett, second Council member Farrow, the Contract was approved. The vote was unanimous in favor.

TRAMMELL STREET AND CLARK STREET INTERSECTION TRAFFIC CONTROL CHANGE REQUEST

Public Works Director Chad Townsend presented a Trammell Street and Clark Street Intersection Traffic Control Change Request. Townsend stated after Public Works completed an all way stop warrant analysis at this intersection, it satisfied the warrant criteria for an all way stop. Townsend stated if approved the department will convert the two way stop with an all way stop due to the sight distance. On the motion of Council member Goodlett, second Council member Farrow, the Traffic Control change was approved. The vote was unanimous in favor.

FIRST AMENDMENT TO CITY HALL LEASE AGREEMENT WITH DALTON PUBLIC SCHOOLS

City Administrator Andrew Parker presented the First Amendment to City Hall Lease Agreement with Dalton Public Schools. Parker stated this agreement will extend the lease period through June 30, 2026. Parker further stated that the agreement includes a \$100,000.00 contribution towards the repair and replacement of exterior windows at City Hall in 2025. On the motion of Council member Goodlett, second Council member Lama, the Lease Amendment was approved. The vote was unanimous in favor.

RESOLUTION 25-03 - RESOLUTION IN SUPPORT OF LOCAL LEGISLATION KNOWN AS H.B. 843

City Administrator Andrew Parker presented Resolution 25-03. Parker stated this Resolution is in Support of Local Legislation Known as H.B. 843 in the Georgia General Assembly for The Purpose of Providing A Local Referendum to Consider Approval of An Increase to the Homestead Exemption of City of Dalton Ad Valorem Taxes for Residents 70 Years of Age and Over. Parker stated the homestead exemption will increase from \$250,000 to \$325,000. On the motion of Council member Lama, second Council member Farrow, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 25-04 A RESOLUTION AFFIRMING AND RATIFYING COST OF LIVING ADJUSTMENT FOR CERTAIN PENSION PLAN BENEFICIARIES

City Administrator Andrew Parker presented Resolution 25-04. Parker stated this Resolution Affirms and Ratifies the Cost of Living Adjustment for Certain Pension Plan Beneficiaries. Parker continued stating that certain pension plan recipients who retired prior to 01/01/2021 received a 1% compounding COLA to occur each year from 2009-2020. Parker stated that the City will fund \$2,000,000 toward the cost of the COLA and will amortize the balance of the added liability over a ten-year period. On the motion of Council member Lama, second Council member Farrow, the Resolution was approved. The vote was unanimous in favor.

FY2025 BUDGET AMENDMENT #1

CFO Cindy Jackson presented FY2025 Budget Amendment #1. The amendment includes the General Fund, CDBG Fund, Capital Improvements Fund, the 2015, 2020 and 2024 SPLOST Funds and the Bonded Capital Fund. On the motion of Council member Goodlett, second Council member Farrow, the Amendment was approved. The vote was unanimous in favor. A complete copy of this amendment is a part of these minutes.

BION SECURITY PROFESSIONAL SERVICES AGREEMENT

IT Director Jorge Paez presented the BION Security Professional Services Agreement in an amount not to exceed \$80,000 per year. Paez stated this Agreement is for cyber security consulting and assistance in implementing various security solutions. On the motion of Council member Lama, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

UPDATED SERVICE AGREEMENT BETWEEN CITY OF DALTON AND FLOCK GROUP, INC.

Police Chief Cliff Cason presented an updated Service Agreement between City of Dalton and Flock Group, Inc. Chief Cason stated the updated services agreement provides for (3) additional cameras to be installed at a cost of \$6993 for the balance of 2025 and \$9000 for future years for the additional (3) cameras. On the motion of Council member Goodlett, second Council member Farrow, the Agreement was approved. 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 Lama the meeting was adjourned at 6:34 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Second Reading Ordinance 25-10 The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street, Dalton, Georgia. Parcel (12-219-24-016) (City)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Scott Cunningham

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

See attached staff analysis and recommendation to approve.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 25-10

To rezone property of White Board Investments, LLC from a Transitional Residential (R-6) Classification to a Neighborhood Commercial (C-1); to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, White Board Investments, LLC, by and through its authorized agent, R. Scott Cunningham, has requested rezoning of certain real property he owns from R-6 classification to C-1 classification;

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

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

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

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

Section 1.

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from R-6 classification to C-1 classification.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

SO ORDAINED this _____ day of _____, 2025.

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

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON

EXHIBIT “A”

Tax Parcel No. 12-219-24-016

**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: March 25, 2025

A. SUBJECT: The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street, Dalton, Georgia. Parcel (12-219-24-016) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Scott Cunningham.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis which recommended approval of the C-1 rezoning. There were no further questions for Calhoun.

Scott Cunningham stated that the proposal would be to remodel the existing structure for office space. Chairman Lidderdale confirmed with Cunningham the subject property would be accessed via the alleyway along Spencer St. Lidderdale then confirmed with Cunningham that parking areas will be required to be paved or asphalt. Cunningham acknowledged the parking lot improvements and added that he plans to landscape in addition. Cunningham then noted that the subject property consists of three stories of which two stories are usable. Cunningham then restated that the subject property is accessed from the south.

With no further comments, Chairman Lidderdale closed this public hearing at approximately 7:02 pm.

Recommendation:

Chairman Lidderdale sought a motion for the C-1 rezoning. Octavio Perez made a motion to approve the C-1 rezoning, and Brad Ramsey seconded. There was a unanimous recommendation to approve the C-1 rezoning 5-0.

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Scott Cunningham is seeking to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land (parcel 12-219-24-016) containing a total of 0.57 acres located along 112 N. Spencer St. The subject property is currently developed with an aging commercial building: The petitioner's request to rezone was made in order to restore conformity to the subject property.

The surrounding uses and zoning are as follows: The R-3 zone district is adjacent to the north and east of the subject property and each of these adjacent tracts contains a single-family detached dwelling. The R-6 zone district to the subject property to the south of two parcels both of which each contain a single-family detached dwelling. The C-2 zone district bounds the subject property to the west. The western tracts contain former single-family detached dwellings that have been converted to light commercial use.

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 R-6, R-3, and C-2 zone districts converge in this area with a mix of existing residential development patterns including both single-family detached dwellings and some commercial developments. Commercially developed properties can be seen adjacent to the subject property to the west fronting Glenwood Ave. The subject property has been developed for commercial use for over 50 years according to the tax assessor's records. There are no commercial zone districts identified along this block of Spencer St., but each residential property within this block of Spencer St. is adjacent to a commercial zone district.

(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 consistency with the longstanding commercial character of the subject property and adjacency to the C-2 zone district throughout this area. While the structure on the subject property is non-conforming due to an encroachment on the northern side lot and eastern front setbacks, this issue would exist with any zone the subject property occupies. Any future redevelopment of the subject property would be required to meet current setbacks and buffer regulations.

(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's location and existing structure limit its potential uses. The proposed C-1 rezoning would offer limited commercial uses within the existing commercial building.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (C-1) 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. The size of the subject property and its limited uses should mitigate utility impacts. While significant improvements will need to occur regarding off-street parking, there does appear to be sufficient area to create adequate parking on the subject property.

(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 character area. This character area is intended to incentivize reinvestment in aging neighborhood areas where vacancy and blight are observed. The proposed C-1 rezoning would permit neighborhood-scale retail or service opportunities on the subject property. Commercial occupation of the subject property would prompt improvements to the structure and grounds of the subject property as opposed to its current vacant condition.

(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 simply shrink the existing R-6 zone district and create an island of C-1 zoning. The island of C-1 zoning would, however, be adjacent to an existing C-2 zone district and occupy an existing commercial building.

(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 C-1 rezoning of the subject property based on the following factors:

1. The requested C-1 zone district would allow for the subject property to be zoned and developed similarly to neighboring properties in this area and bring the subject property into conformity with the UZO.
2. The proposed R-5 rezoning would not conflict with the intent of the Town Neighborhood character area in the Comprehensive Plan based on the established zoning and development pattern of this area and the existing commercial building on the subject property.
3. The C-1 zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the adjacent C-2 zone district and the longstanding commercial building occupying the subject property.

Cunningham Rezoning Request

R-6, Transitional Residential

to

C-1, Neighborhood Commercial

CITY OF DALTON JURISDICTION



ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Central Business District (C-3)
-  Central Business District (C-3) Cond
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200





Cunningham Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION

**FEET
200**





Cunningham Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION

**FEET
100**



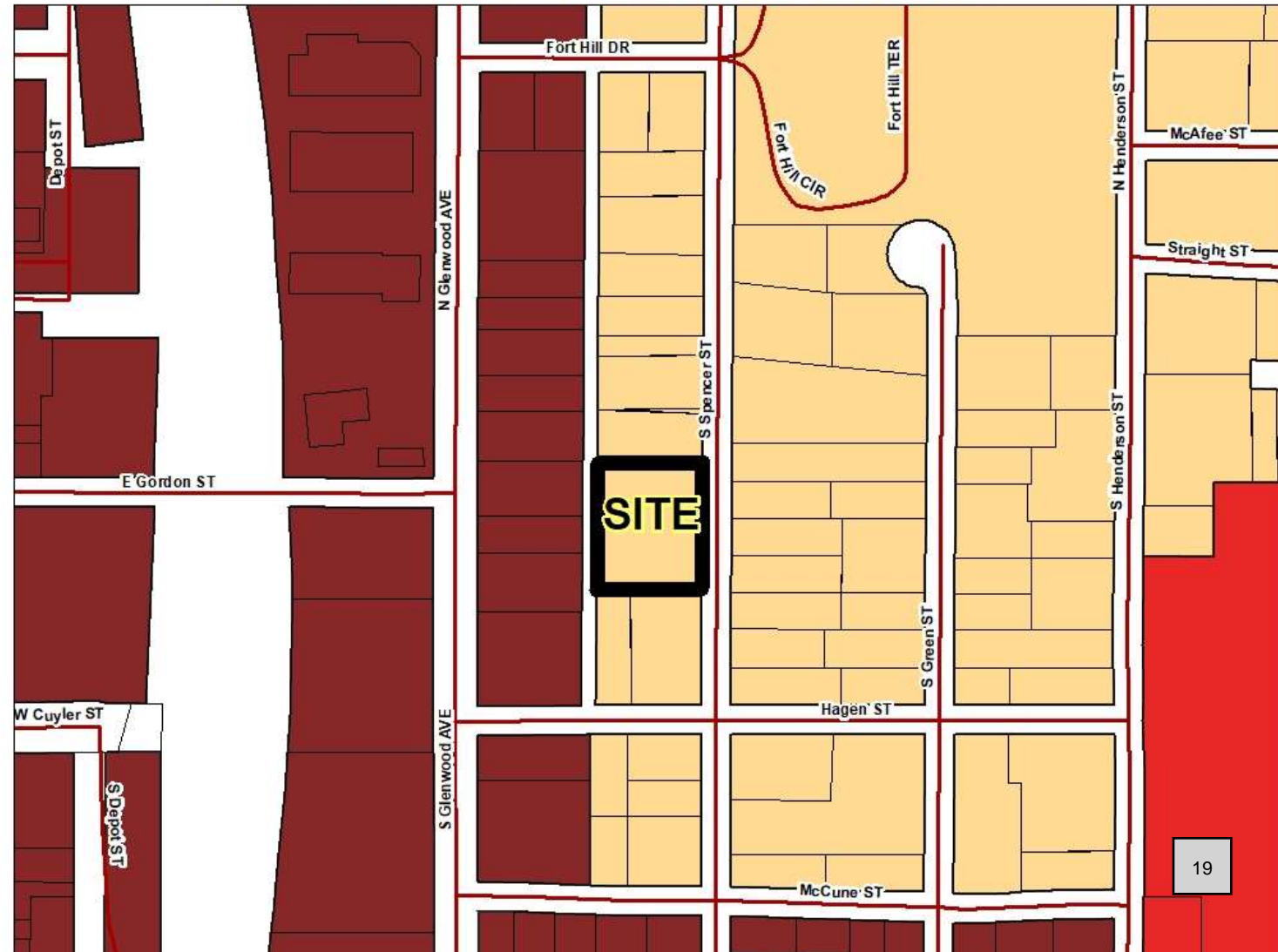


Cunningham Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION

FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Downtown/Town Center
-  Town Neighborhood Revitalization

**FEET
200**





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Second Reading Ordinance 25-11 The request of Adriana Lopez Molina to annex 0.17 acres located at 1304 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065) (City)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Adriana Lopez

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

See the attached staff analysis and recommendation to approve.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE 25-11

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

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

Section 1:

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

Section 2.

This Ordinance shall be effective on the 1st day of May, 2025.

Section 3.

The acreage of the Property is approximately 0.17 acres. No streets or roads are affected by this annexation.

Section 4.

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the Property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

Section 5.

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

Section 6.

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

SO ORDAINED this ____ day of _____, 2025.

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

MAYOR/MAYOR PRO TEM

ATTEST:

CITY CLERK

Tax Parcel No. 12-179-02-065

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 29 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 25, 2025

A. SUBJECT: The request of Adriana Lopez Molina to annex 0.17 acres located at 1304 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis for the proposed annexation which recommended approval. There were no further questions for Calhoun.

With no further comments, Chairman Lidderdale closed this public hearing at approximately 7:03 PM.

Recommendation:

Chairman Lidderdale sought a motion for the annexation. Eric Barr made a motion to approve the annexation, and Chris Shifflett seconded. There was a unanimous recommendation to approve the annexation 5-0.

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE:

Adriana Lopez Molina is seeking the annexation of a parcel (#12-179-02-065) into the City of Dalton. located at 1304 Frazier Drive within the Medium-Density Single-Family (R-3) zone district. Dalton's current corporate boundary flanks the subject property on the west side.

The subject property is located within a small unincorporated island within the City of Dalton. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-3 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton's jurisdiction.

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

No impact is expected if this annexation is approved.

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

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is within a small unincorporated county island within the City of Dalton.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by the choice of the property owner to be annexed.

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

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area. The subject property is already served by City emergency services due to the automatic aid

agreement between the City and County.

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

The subject property is within the Town Neighborhood Revitalization character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property.

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

This request, if approved, would shrink an existing unincorporated county island within the City of Dalton.

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

N/A

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



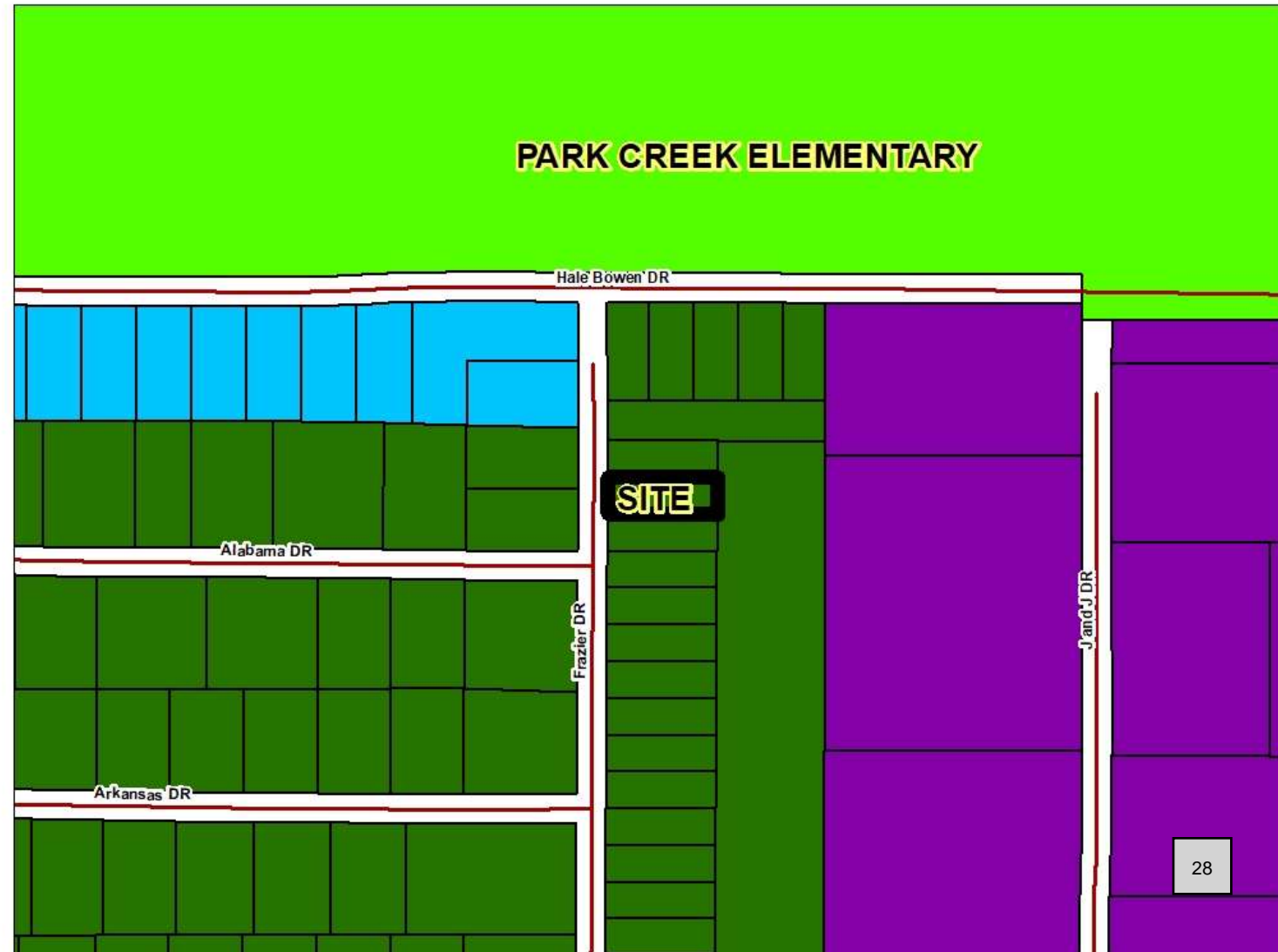
Molina Annexation Request Into the City of Dalton

Zoning to Remain R-3, Medium Density Single Family Residential

ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  Heavy Manufacturing (M-2)

FEET
200



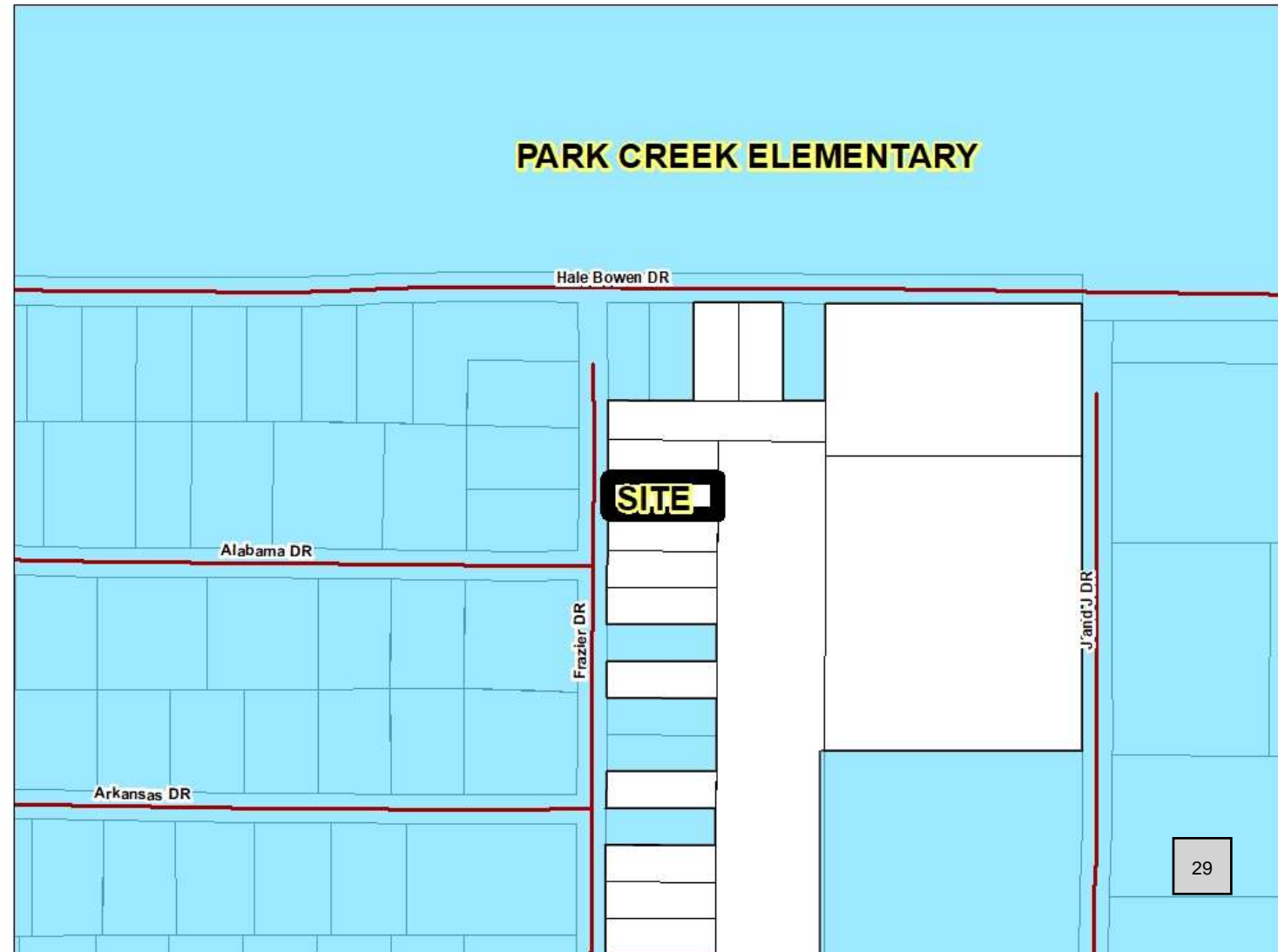


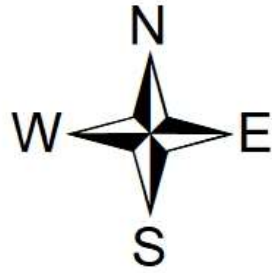
Molina Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

DALTON CITY LIMITS

 Town_Boundaries

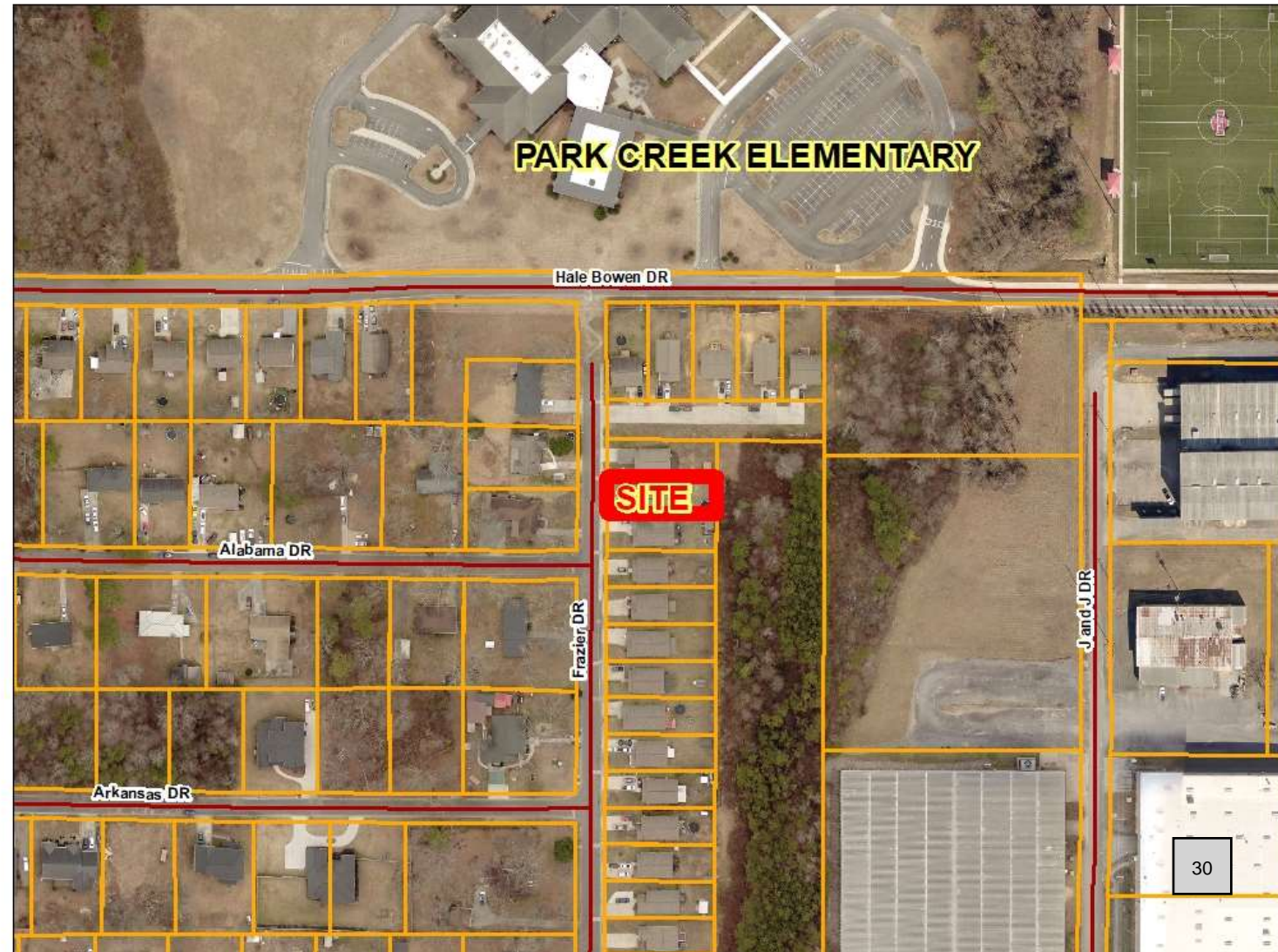
FEET
200





Molina Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

**FEET
200**





ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Adriana Lopez Molina
APPLICANT ADDRESS:	1304 Frazier Dr
CITY, STATE & ZIP:	Dalton G.A. 30721
TELEPHONE NUMBER:	706-280-0596 - 706-980-8828

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1304 Frazier Dr
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	12-179-02-065
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	1
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential R-3

- PROPOSED ZONING CLASSIFICATION Residential R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED .172 acres
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-065
- HOUSING UNITS One

- | | |
|---|---|
| (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS | <input type="text" value="0"/> |
| (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1) | <input type="text" value="0"/> |
| (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD. | <input type="text" value="3"/> |
| (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD. | <input type="text" value="3"/> |
| (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS. | <input type="text" value="1"/> |
| (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. | <input type="checkbox"/> CAUCASIAN <input checked="" type="checkbox"/> LATINO |
| | <input type="checkbox"/> AFRICAN AMERICAN <input type="checkbox"/> OTHER |
| (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH. | <input type="text" value="2"/> |

SIGNATURE OF APPLICANT(S)

01/22/25
DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

12-179-02-065 1304 Frazier Dr

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

100% OWNER

I hereby appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

Adriana D. Lopez Molina
(Owner's Name)

Sworn to and subscribed
Before me, this 22 day
of JANUARY, 2025.

[Signature]
Notary Public





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

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

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

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



SIGNED

01/22/25
DATE

Parcel

12-179-02-065

Deed Doc: WD

Recorded 07/26/2018 02:53PM

Georgia Transfer Tax Paid : \$127.70

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 06662 Pg 0512-0513

Pr1002033

This space above this line is for recording purposes.

After recording, please return to:

Susan W. Bisson
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2018050420

STATE OF GEORGIA,

WHITFIELD COUNTY.

LIMITED WARRANTY DEED

THIS INDENTURE, made the 23rd day of July, 2018, between **RONALD J. JOHNS, LLC**, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and **ADRIANA D. LOPEZ MOLINA** (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 29 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

RONALD J. JOHNS, LLC

BY:

RONALD J. JOHNS, MANAGER

My Commission Expires:

[Notary Seal]

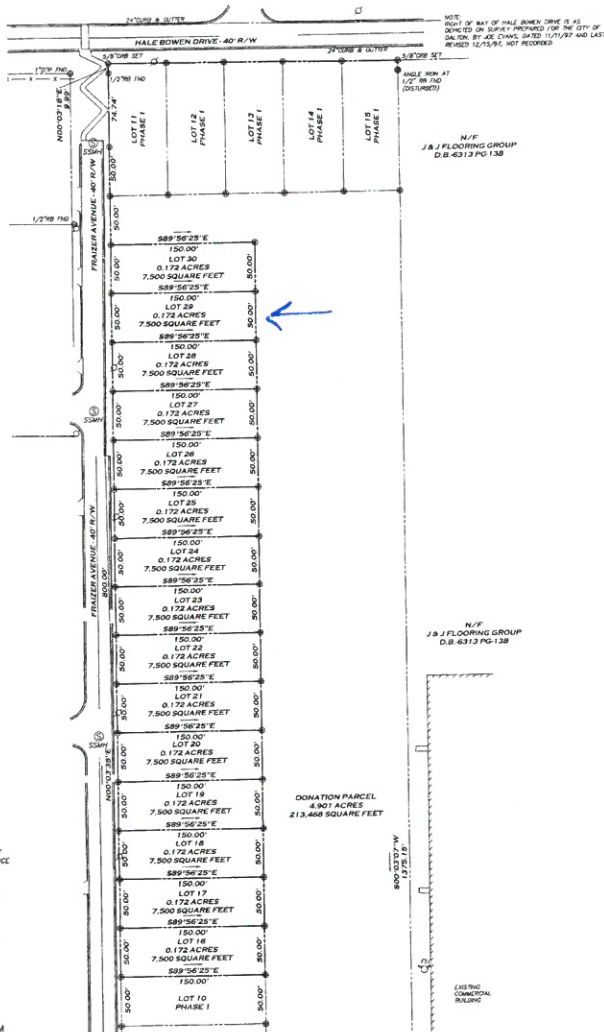


EXHIBIT "B"

4-1-5 Medium density single family residential (R-3.) This district is established to protect single-family detached dwellings, typically within a more urban atmosphere, including residential subdivisions, on smaller lots of not less than 7,500 square feet and which are served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain not less than 1,000 square feet of heated floor area. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

eFiled & eRecorded
DATE: 5/31/2018
TIME: 10:52 AM
PLAT BOOK: 00000E
PAGE: 01107
RECORDING FEE: 8.00
PARTICIPANT ID: 5279550605
CLERK: Melica Kendrick
Whitfield County, GA
FOR RECORDING USE ONLY

NOTIFY OF ACTION:
JIM SPENCER
(706) 847-8885



VICINITY MAP

ZONING
ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS R-1. SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

FRONT YARD: 25 FEET
SIDE YARD: 10 FEET
REAR YARD: 15 FEET

ZONING AND SETBACK INFORMATION PER THE WHITFIELD COUNTY UNIFIED ZONING ORDINANCE. ALL INFORMATION SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED 2/12/2017.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 25,000' WITH AN ANGULAR ERROR OF 0.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A TORCON 3000 W TOTAL STATION, TORCON HIPER 5R GPS RECEIVER, AND CARLSON SURVEYOR DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,951'.
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF FLOOD INSURANCE RATE MAP 13123C00000, WITH A DATE OF IDENTIFICATION OF 08/29/2010, FOR COMMUNITY NUMBER 13123C, IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASES FOR THIS SURVEY WERE ESTABLISHED USING A TORCON HIPER 5R GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY CARL DUDLEY. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 4.5 FEET HORIZONTAL AND .06 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBTAINED EVIDENCE OF CEMETERIES, GRAVESTONES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: Mark Rouse DATE: 3/6/18

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND ARE HEREBY APPROVED.

DALTON FIRE DEPT: Mark Rouse DATE: 3/6/18

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: Mark Rouse DATE: 3/6/18

CERTIFICATE OF APPROVAL FOR RECORDING

THE WHITFIELD COUNTY BUILDING ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED UPON THE PLAT; AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE PLANNED REPRESENTATIVE: 5/7/2018

Subdivision Design Approved
By Planning Commission
4/23/2018

FINAL ACCURACY AND DESIGN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MEASUREMENTS SHOWN HEREON WERE ACTUALLY MADE AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH, AND APPROVAL HEREON DOES NOT RELIEVE ME OF ANY LIABILITY ASSOCIATED WITH NEGLIGENCE OR IMPROPER DESIGN.



3-26-18



IF YOU DIG GEORGIA...
CALL US FIRST!!
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

DATE: MARCH 28, 2018
SCALE: 1"=40'
DRAWN BY: J. BARNETT
Lowery & Associates
LAND SURVEYING, LLC

MINOR SUBDIVISION OF:
UNDEVELOPED LOTS WITHIN FRAZIER
ACRES SUBDIVISION
STATE: GEORGIA COUNTY: WHITFIELD
LAND LOT: 179 DISTRICT: 12TH SECTION: 3RD

PREPARED FOR:
SPENCE SUBDIVISION, PHASE 2

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-0166
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSP-00102

SITE PLAN

Borrower or Owner Molina, Adriana Lopez

Property Address 1304 Frazier Dr

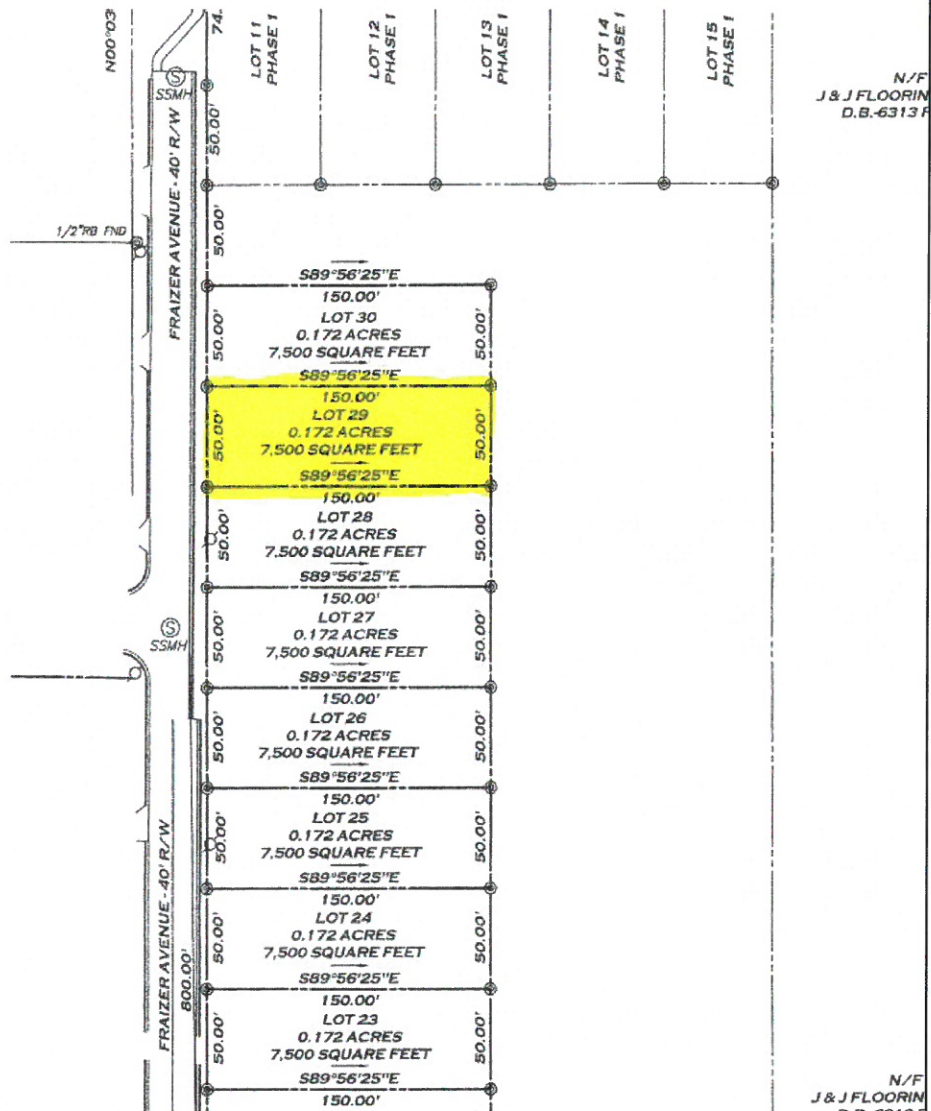
City Dalton

County Whitfield

State GA

Zip Code 30721

Client Flagstar Bank



Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-065
Realkey 44526
GIS Map Map
Owner Name MOLINA ADRIANA D LOPEZ
Owner Address 1826 SANE RD SE
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude 34.78965708
Longitude -84.94914707

Property Information

Class Residential
Strata Lot
Tax District County
Neighborhood FRZR L
Legal Description 0.17A LL179-12 (LT29 E-1095)
Total Acres 0.17
Zoning See GIS Map
GMD\Map Number 081
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1304
Parcel Street Extension
Parcel Street Direction
Parcel Street Name FRAZIER
Parcel Street Units
Parcel Street Type AVE

Current Fair Market Value Information

Previous 175825
Current 195515
Land 25000
Residential Improvement 169565
Commercial Improvement
Accessory Improvement 950
Conservation Use Value

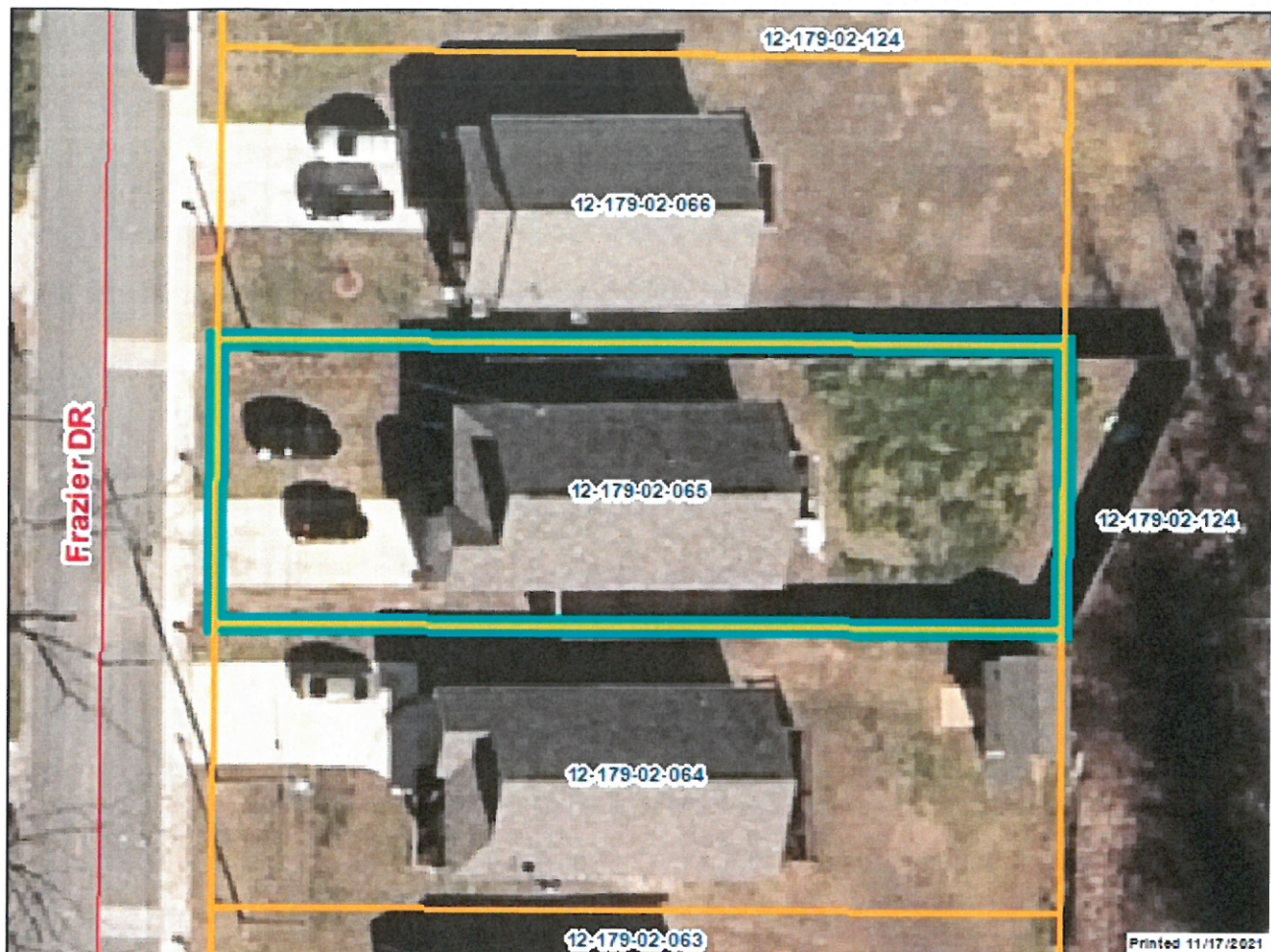
Historical Fair Market Value Information

2022 150509
2021 150705
2020 127847

Exemption Information

Homestead S1
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

GIS Quickmap



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	MOLINA ADRIANA D LOPEZ	Legal Description	0.17A LL179-12 (LT29 E-1095)
Year	2024	Sale Date	
Parcel Number	12-179-02-065	Taxes Due	1828.84
Bill	225507	Taxes Due Date	1/20/2025
Exemption Type	S1	Taxes Paid	1828.84
Account No.	7085602	Taxes Paid Date	1/3/2025 9:20:17 AM
Millage Rate	0	Current Due	0
Fair Market Value	186296	Back Taxes	0
Assessed Value	74518	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	169565
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Piers

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
Fax: (706) 278-1847
Email: ctownsend@daltonga.gov



DALTON
GEORGIA

ANNALEE SAMS, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
NICKY LAMA
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Annalee Sams, Mayor
Bernadette Chattam, City Clerk

FROM: Chad Townsend, Director of Public Works

RE: Annexation Request
Adriana Lopez Molina
1304 Frazier Dr.
0.17 Acres
Parcel Number: 12-179-02-065
Zoning Classification: R-3

Date: 4/2/2025

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but notes the following items should be of consideration as part of the request:

- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services following a request from the homeowner. The annual cost to provide these services is approximately \$300 per household. At this time no additional resources would be required from the Department to administer these services.
- **A number of Frazier Dr. addresses remain in unincorporated Whitfield County.** With the number of the residences along Frazier Dr. still located within the County, in an effort to eliminate confusion in delivery of services, & following annexation approval; the City should consider proactively contacting the remaining residences along Frazier Dr. to offer the opportunity for annexation.

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



Public Safety Commission
Terry Mathis
Truman Whitfield
Alex Brown
Lane Jackson

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

Date: February 06, 2025

To: Chief Cliff Cason

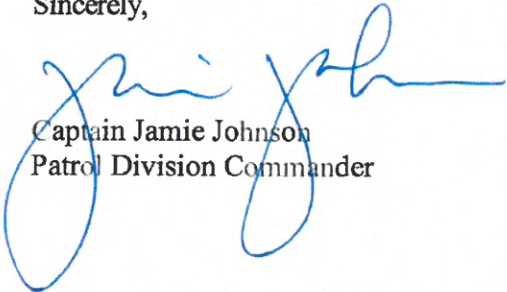
From: Captain Jamie Johnson

RE: Annexation Request – 1304 Frazier Dr. (12-179-02-065)

Chief Cason:

I have reviewed the annexation request for 1304 Frazier Dr. This address is identified as parcel number (12-179-02-065) The acreage of the property is 0.17 acres. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,


Captain Jamie Johnson
Patrol Division Commander

Fire Chief
Matt Daniel



DALTON FIRE DEPARTMENT
PREVENTION DIVISION

Prevention Division Coordinator

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

dblankenship@daltonga.gov

Fire Inspectors

Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

February 10, 2025

Re: Annexation Analysis

Property Address/Parcel: 1304 Frazier Dr., Parcel 12-179-02-065

Access: Fire Department access will not be an issue.

Water Supply: Adequate water supply is provided.

Property Use: Medium Density Single Family Residential (R-3).

Setbacks: Setback requirements are met and not an issue.

Respectfully,

Lt. Donnie Blankenship
Prevention Division Coordinator

MATT DANIEL
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mdaniel@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Alex Brown
Lane Jackson

February 10, 2025
RE: Annexation Proposal
Parcel # 12-179-02-065, 1304 Frazier Dr

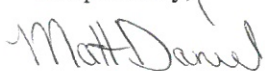
Annalee Harlan Sams
Mayor, City of Dalton

Greetings,

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

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

Respectfully,



Matt Daniel
Fire Chief
Dalton Fire Department



Whitfield County

Board of Commissioners

Board Members

Jevin Jensen, Chairman

Barry W. Robbins

Robby Staten

John Thomas

Greg Jones

March 14, 2025

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

RE: Tax Parcel No. 12-179-02-065

Dear Mayor Sams:

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

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

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



February 7, 2025

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

RE: Annexation Request for 1304 Frazier Dr. (0.17A) – Parcel # 12-179-02-065

Dear Mayor Sams:

As requested in your February 4, 2025, memorandum, Dalton Utilities has reviewed the annexation request of Adriana Lopez Molina for 0.17 acres +/- located at 1304 Frazier Dr. This property is further described as parcel number 12-179-02-065 by the Whitfield County Tax Assessor's Office.

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

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

Sincerely,

A handwritten signature in black ink that reads "Don Johnson". The signature is written in a cursive style with a large, looped "D" and a trailing flourish.

Don Johnson
Vice President of Watershed Operations



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

(2) 2025 Alcohol Beverage Applications

DEPARTMENT

Clerk's Office

REQUESTED BY

Deputy Clerk – Gesse Cabrera

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Review of (2) New 2025 Alcohol Beverage application recommendations by the Public Safety Commission (April 15th meeting).

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 ALCOHOL BEVERAGE APPLICATION REVIEW/APPROVAL

PSC MEETING – TUESDAY APRIL 15, 2025

M&C MEETING – MONDAY APRIL 21, 2025

(2) 2025 ALCOHOL APPLICATION(S)

1. Business Owner: Carniceria y Taqueria Diaz, LLC
d/b/a: Carniceria y Taqueria Diaz
Applicant: Ruben Diaz Guzman
Business Address: 1121 S. Thornton Ave
License Type: Package Beer, Pouring Beer (Retail Store)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve ☐ Deny | Stipulation(s): _____

2. Business Owner: El Recreo Market Inc.
d/b/a: El Recreo Market
Applicant: Bernandino Sanchez Resendiz
Business Address: 222 E. Morris St. Suite 2
License Type: Package Beer (Retail Store)
Disposition: **New**
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve ☐ Deny | Stipulation(s): _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE **APRIL 21, 2025**

AGENDA ITEM

Budget Amendment #2

DEPARTMENT

Finance

REQUESTED BY

Cindy Jackson

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST \$198,400 GENERAL FUND; \$1,986,590 CAPITAL IMPROVEMENTS FUND

FUNDING SOURCE IF NOT IN BUDGET GENERAL FUND = FUND BALANCE (PRIOR YEAR DONATIONS); CIP FUND = FUND BALANCE (PRIOR YEARS FUNDING)

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

Budget amendment #2 for CIP approved at the 4/7/25 Work Session

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 Budget Amendment

Budget Amendment #2

GENERAL FUND

	Increase (Decrease)	
Revenues & Other Financing Sources		
Insurance reimbursement	\$ 4,000	(1)
	<u>\$ 4,000</u>	
Expenditures & Transfers-out		
Vehicle repairs - Rec	\$ 4,000	(1)
Commercial insurance - various departments	(233,600)	(2)
Software - IT	(38,000)	(3)
Transfer to CIP	445,000	(4)
Infrastructure	25,000	(5)
	<u>\$ 202,400</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (198,400)</u>	(6)

(1)	Insurance reimbursment for partial loss of vehicle for Recreation department
(2)	Reduction in insurance for 4 months for conversion to calendar year
(3)	License renewal reduced due to paying out of CIP for server license
(4)	Transfer to CIP to fund 2025 capital improvements
(5)	Burr Park Roof extension - donation received 2024
(6)	Utilization of Haig Mill donations from prior years for paving trail (\$198,400) and Burr Park Roof Extension (\$25,000)

CIP FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Transfer from general fund	\$ 445,000	(1)
Donation	100,000	(2)
	<u>\$ 545,000</u>	
Expenditures & Transfers-out		
Capital purchases - various departments	\$ 2,629,000	(3)
Unallocated capital budget	(97,411)	(4)
	<u>\$ 2,531,590</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (1,986,590)</u>	(5)

(1)	Transfer from general fund for CIP purchases
(2)	Donation from Dalton Public Schools for window repair
(3)	Capital approved for 2025
(4)	Original unallocated budget of \$63k plus reallocate PW \$34k
(5)	Utilization of capital fund balance



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Building Assessment Agreement – 210 N. Pentz St.

DEPARTMENT

Administration

REQUESTED BY

Assistant City Administrator Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$23,550

FUNDING SOURCE IF NOT IN BUDGET

Operations Budget

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

Proposal for a comprehensive Architectural, Structural, Mechanical, Electrical and Plumbing assessments of the two-story building located at 21 N. Pentz St. (Old Firehall).

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



FROM THE OFFICE OF GREGG SIMS, ARCHITECT

April 1, 2025

To: Todd Pangle, Assistant City Administrator
City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205

Project: 210 North Pentz Street/Historic Dalton Firehouse Building Assessment

Gregg Sims, Architect, in partnership with March Adams & Associates Consultant Engineers, is pleased to submit a proposal for comprehensive Architectural, Structural, Mechanical, Electrical and Plumbing assessments for the existing 6,000 SF two-story building and its attached concrete structure located at 210 North Pentz Street in Dalton, Georgia.

Scope of Services:

- Provide as-built floor plans and elevations in both CAD and PDF formats
- Site visits conducted by licensed Architect and Engineers
- Structural assessment review and report
- Mechanical assessment review and report
- Electrical assessment review and report
- Plumbing review and report
- Architectural assessment review and report including:
 - > Roof, flashing and coping
 - > Exterior brick
 - > Exterior canopies
 - > Exterior windows and doors
 - > Exterior stairs and railing
 - > Interior ceilings, walls, flooring, doors
 - > Interior stairs
 - > Restrooms
 - > Life safety compliance review
 - > ADA compliance review

Timing:

Upon acceptance of this proposal, as-built floor plans and elevations will be completed in approximately four (4) weeks. Once the drawings are available to the Architect and Engineers, the team will conduct onsite building inspections. The assessment report will be provided within four (4) weeks following the site inspections.

Exclusions/Clarifications:

1. Civil assessment is not included.
2. Architectural and Engineering observations along with general recommendations will be included. Any additional design, repair and/or specification documentation needed to address reported conditions are not included.
3. Structural calculations will not be performed to determine if the structural capacity of floors, roofs, or lateral load of the existing building meets current code requirements.
4. Cost to reveal items that cannot be otherwise be seen. Areas that are not accessible will not be commented on.

Fee:

Based on the scope of services outlined above, Gregg Sims, Architect proposes a lump sum fee of Twenty-Three Thousand Five Hundred-Fifty Dollars (\$23,550).

An invoice for 100% of the fee shall be submitted upon delivery of the assessment.

Additional services, if required, shall be provided at the following rates:

Principal Architect/Engineer:	\$160.00 per hour
Project Manager/Engineer:	\$150.00 per hour
Senior Engineer:	\$135.00 per hour
Fire Protection Engineer:	\$135.00 per hour
Staff Engineer:	\$120.00 per hour
Project Manager/Architect:	\$105.00 per hour
Senior Designer/Engineer:	\$ 90.00 per hour
Staff Designer/Engineer:	\$ 75.00 per hour
Clerical Architect/Engineer:	\$ 60.00 per hour

Reimbursables:

Reimbursable expenses for document reproduction, postage, and Engineers' travel, meals and mileage will be charged at cost plus 15%.

Limit of Liability:

The Architect and Engineers, along with their agents or employees, shall not be held jointly, severally, or individually liable to the Owner for any amount exceeding the compensation stipulated in this agreement by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional wrongdoing.

Approval:



Gregg Sims, Architect

April 1, 2025
Date

Annalee Harlan Sams, Mayor

Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Overhead Door Maintenance Contract

DEPARTMENT

Administration

REQUESTED BY

Assistant City Administrator Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

This is a Professional Services contract that provides guaranteed pricing for maintenance work performed on overhead doors at various properties throughout the city.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**CITY OF DALTON
ADMINISTRATION**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 21 day of April, 2025 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and DH Pace-King Door Company, hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY desires to engage the CONTRACTOR to provide certain services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONTRACTOR desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth.

2. **PROJECT/SCOPE OF SERVICES:** The CONTRACTOR shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

3. **ADDITIONAL SERVICES:** The CONTRACTOR shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. **DATE OF COMMENCEMENT:** The CONTRACTOR shall commence work on the project on _____, 2025. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. **TERM:** t his Agreement is effective upon the date hereof and will remain in effect for one (1) year (the "Initial Term"); following the expiration of the Initial Term, this Agreement will automatically renew for three (3) successive one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless canceled by either

party giving at least sixty (60) days written notice of termination prior to the end of the then current Term.

6. COMPENSATION: The CITY shall pay to CONTRACTOR for any authorized services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment(s) shall be made via electronic funds transfer (EFT).

8. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;

(e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

9. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by CONTRACTORS practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report within (3) days in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report within (3) days in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

10. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY

harmless against all damage or loss resulting from CONTRACTOR'S use and occupancy of the subject property or from negligence, including errors or omissions with respect to the performance of the professional services of CONTRACTOR, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable when such damage or loss is caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

11. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage on or before the commencement date of the Agreement. Such insurance policies in subsections (a), (b), and (c) below shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

(c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O

policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project in the CITY's sole discretion. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: DH Pace

1802 Abutment Rd.

Dalton, GA30721

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement for Request for Proposal or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede

any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR.

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

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

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

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

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of

its provisions. However, nothing in this clause shall constitute a warranty by CONTRACTOR.

- (g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees in the event the CITY is the prevailing party.
- (h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK

EXHIBIT A

OVERHEAD DOOR MAINTENANCE & REPAIR

Mandatory Cost Proposal Worksheet

Company Name DH Pace dba King Door Company

Bidder's Name Austin Brown

Bidder's Signature *Austin Brown*

Date 4/14/2025

Complete Each Cost Section Below. Indicate anything item
without charge or not applicable by N/A.

ITEM SERVICE DESCRIPTION

- | | |
|--|--|
| 1. Labor Charge for Technician (M-F) 8am – 5pm | \$ <u>90.00</u> Per Hour |
| 2. Labor Charge for Helper (M-F) 8am – 5pm | \$ <u>75.00</u> Per Hour |
| 3. Overtime Labor Charge for Technician | \$ <u>0</u> Per Hour |
| 4. Overtime Charge for Helper | \$ <u>0</u> Per Hour |
| 5. Emergency Labor (As Defined in RFP) | \$ <u>180.00</u> Per Hour |
| 6. Trip Charge | \$ <u>0</u> |
| 7. Parts Mark-up | <u>N/A</u> % |
| Or Discount From Cost | <u>25</u> % |
| 8. Additional Cost That May Apply | \$ <u>200.00</u> Equipment Charge |
| Define Additional Charges: <u>Scissor lift for doors greater than 12' tall</u> | |
| <hr/> | |
| 9. Ability to respond to an emergency repair request within two (2) hours from notification? | |
| Initial One: Yes <u>X</u> No <u> </u> | |

EXHIBIT B

OVERHEAD DOOR MAINTENANCE & REPAIR

Mandatory Cost Proposal Worksheet

Company Name DH Pace dba King Door Company

Bidder's Name Austin Brown

Bidder's Signature *Austin Brown*

Date 4/14/2025

Complete Each Cost Section Below. Indicate anything item
without charge or not applicable by N/A.

ITEM SERVICE DESCRIPTION

- | | |
|--|-----------------------------------|
| 1. Labor Charge for Technician (M-F) 8am – 5pm | \$ <u>90.00</u> Per Hour |
| 2. Labor Charge for Helper (M-F) 8am – 5pm | \$ <u>75.00</u> Per Hour |
| 3. Overtime Labor Charge for Technician | \$ <u>0</u> Per Hour |
| 4. Overtime Charge for Helper | \$ <u>0</u> Per Hour |
| 5. Emergency Labor (As Defined in RFP) | \$ <u>180.00</u> Per Hour |
| 6. Trip Charge | \$ <u>0</u> |
| 7. Parts Mark-up | <u>N/A</u> % |
| Or Discount From Cost | <u>25</u> % |
| 8. Additional Cost That May Apply | \$ <u>200.00 Equipment Charge</u> |
| Define Additional Charges: <u>Scissor lift for doors greater than 12' tall</u> | |
| <hr/> | |
| 9. Ability to respond to an emergency repair request within two (2) hours from notification? | |
| Initial One: Yes <u>X</u> No <u> </u> | |



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

GDOT Contract #45 Term Extension

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

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:

Supplemental agreement with GDOT to provide a 12-month extension on hangar funding contract which originally expires June 2025.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

SUPPLEMENTAL AGREEMENT #1

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF DALTON

Project Number: AP023-9000-45(313) WHITFIELD
PID – T008616

This agreement is made and entered into _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the CITY OF DALTON, hereinafter called the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on JUNE 2, 2023, entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire to perform certain work at the DALTON MUNICIPAL AIRPORT in Dalton, GA (the "Project"), as more particularly described in the ORIGINAL CONTRACT; and

WHEREAS, the DEPARTMENT has determined that the time period for completion of the PROJECT should be extended allowing additional contract time to complete the work. This supplemental agreement will provide the ability to carry out the full scope of work as identified in the ORIGINAL CONTRACT dated, JUNE 2, 2023. This Supplemental Agreement will be financially neutral and will not increase or decrease the budget; and

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated, JUNE 2, 2023, is hereby modified as follows:

- I. Section 19 is hereby deleted in its entirety and the following is substituted in lieu thereof:
The Term of this contract shall be extended to June 2, 2026.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, JUNE 2, 2023, and as amended by the Supplemental Agreement shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION:

CITY OF DALTON:

Commissioner

DATE: _____

ATTEST: _____
Treasurer

MAYOR

PRINTED NAME

Federal Employment Identification

Number: 58-6000557



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Change order #1 on Hangar Development Project

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Savings of \$105,235.15

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Alternate manufacturer and modified t-hangar design provided a cost savings of \$105,235.15 and a reduction of lead time on materials by 6 months.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**CITY OF DALTON
CHANGE ORDER**

AP023-9000-45(313) Whitfield

CONTRACT CHANGE ORDER NO.: <u>1</u>	or	SUPPLEMENTAL AGREEMENT NO.: <u>-</u>
AIRPORT: <u>Dalton Municipal Airport (DNN)</u>		DATE: <u>April 11, 2025</u>
LOCATION: <u>Dalton, GA</u>		GDOT IDENTIFIER PID: <u>T008616</u>
CONTRACTOR: <u>Integrated Builds, LLC</u>		Project: <u>Hangar Development</u>

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

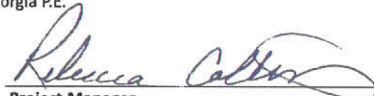
Item No.	Description	Unit	Unit Price	Quantity Total	Amount	Total
GDOT 797	Supply and Construct 10-Unit T-Hangar PEMB including foundation, stone base, all finishes, hardware, doors, mechanical, plumbing, etc., complete per plans and specifications	LS	\$1,238,835.00	-1	\$	(1,238,835.00)
N/A	Deduct - Removing heater system	LS	-\$60,872.70	-1	\$	60,872.70
GDOT 797	Supply and Construct 10-Unit T-Hangar PEMB (250' x 58') including foundation, stone base, all finishes, hardware, doors, mechanical, plumbing, etc., complete per plans and specifications (without heater system)	LS	\$1,072,727.15	1	\$	1,072,727.15

This Change Order Total (Base Bid)	\$ (105,235.15)
Previous Change Order(s) Total (Base Bid)	\$ -
Original Contract Total	\$ 4,028,175.80
Revised Contract Total	\$ 3,922,940.65

Contractor's request for change to a Modified PEMB T-Hangar design has been approved by the Owner. Contractor may proceed with the modified metal t-hangar as described below:

- 26 GA prepainted exterior wall and door sheeting in one of our standard colors
- 26 GA galvalume 'R' panel roof sheeting
- Six- 43'8" x 14'0" and four- 47'8" x 14'0" clear electric bifold doors with factory finished white Cannonball 1872 Series access doors(2/bifold door), masterkeyed Lever locksets and Fulfab standard two button operators
- 26 GA galvalume partitions to the roof between the hangar units w/ base angles and fuel resistant caulk
- Two roof skylights/unit + 1 roof skylight/corner area
- Two corner storage areas per building w/ 3' door + 10' x 10' F.O. in each (including two 10'x10' rolling overhead doors)
- Continuous low profile passive ridge vents
- 4" Exterior insulation
- Max. 20 PSF roof load/105 MPH wind load design (2012/15 IBC)
- Building structural drawings signed and sealed by a Georgia P.E.

Recommended by:


Project Manager

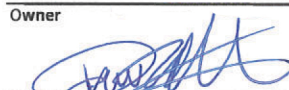
4/11/2025
Date

Approved by:

Owner

Date

Accepted by:


Contractor

4/15/2025
Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

Task Order #12 with Croy Engineering for 7-day Inspection Services

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$1991.33

FUNDING SOURCE IF NOT IN BUDGET

Hangar Development Funding

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

NPDES permit requires the engineer of record to inspect and provide a 7-day inspection letter certifying contractor compliance with designed erosion control measures.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

TASK ORDER NUMBER TWELVE

This Task Order is made as of this 21 day of April, 2025, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*NPDES 7-Day Inspection Services for the Hangar Development***Section A - Scope of Services**

The NPDES 7-Day Inspection Services will consist of what is required to comply with the NPDES Permit regarding visual inspection of the site BMP's (Best Management Practices) and reporting of deficiencies or confirming that they are installed according to approved plans and therefore may proceed with land disturbing activities. These services are described below.

Element 10 – NPDES 7 Day Inspection Services shall include:

1. On-Site Inspection of Initial Erosion Control measures (1 trip)
2. 7-Day Inspection Letter

Note: This scope included one site visit and one report. If a follow-up visit is required to confirm that noted deficiencies have addressed, additional fees will apply.

Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule: Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

Section C - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$1,991.33, payable according to the following terms:

- a. Invoicing will be submitted monthly for work completed to-date.
- b. A lump sum fee applies for each task as follows, and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 10 – NPDES 7-Day Inspection Services	\$ 1,991.33
Lump Sum Fee:	\$ 1,897.53
Estimated Expenses:	\$ 93.80

FEE TOTAL \$ 1,991.33

2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to the following terms: Compensation for additional services shall be paid by the OWNER to the ENGINEER per the Croy Engineering GDOT Hourly Rate Schedule attached to this Proposal.

Section D - Owner's Responsibilities

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

N/A

Section E - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

N/A

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.


OWNER:

CITY OF DALTON

Mayor

ENGINEER:

CROY ENGINEERING, LLC



GREGORY D. TEAGUE, P.E.
CEO

ATTEST:

ATTEST:



PATRICK T. LENTON, P.E.
Aviation Project Manager

Exhibit "B" Hourly Rate Schedule**Croy Engineering, LLC
GDOT HOURLY RATES**

Employee Category	Billing Rate Raw+OH+ Profit+FCC						
	M	Raw Rate	GDOT OH	Raw+OH	Profit	RAW+OH +Profit	FCCM
Updated: August 1, 2024			187.02%		10.00%		1.93%
Principal	\$305.42	\$96.15	\$179.82	\$275.97	\$27.60	\$303.57	\$1.86
Project Manager	\$237.19	\$74.67	\$139.65	\$214.32	\$21.43	\$235.75	\$1.44
Engineer 3	\$213.81	\$67.31	\$125.88	\$193.19	\$19.32	\$212.51	\$1.30
Engineer 2	\$178.11	\$56.07	\$104.86	\$160.93	\$16.09	\$177.03	\$1.08
Engineer 1	\$167.97	\$52.88	\$98.90	\$151.78	\$15.18	\$166.95	\$1.02
Designer 2	\$162.67	\$51.21	\$95.77	\$146.98	\$14.70	\$161.68	\$0.99
Designer 1	\$134.37	\$42.30	\$79.11	\$121.41	\$12.14	\$133.55	\$0.82
Tech 2	\$127.06	\$40.00	\$74.81	\$114.81	\$11.48	\$126.29	\$0.77
Tech 1	\$119.12	\$37.50	\$70.13	\$107.63	\$10.76	\$118.40	\$0.72
CADD Operator	\$91.64	\$28.85	\$53.96	\$82.81	\$8.28	\$91.09	\$0.56
Admin	\$95.71	\$30.13	\$56.35	\$86.48	\$8.65	\$95.13	\$0.58
RLS/Survey Manager	\$267.24	\$84.13	\$157.34	\$241.47	\$24.15	\$265.62	\$1.62
Crew (1-Person)	\$141.10	\$44.42	\$83.07	\$127.49	\$12.75	\$140.24	\$0.86
Crew (2-Person)	\$208.13	\$65.52	\$122.54	\$188.06	\$18.81	\$206.86	\$1.26
Crew (3-Person)	\$312.19	\$98.28	\$183.80	\$282.08	\$28.21	\$310.29	\$1.90
Field Rep 3 (Regular Time)	\$125.95	\$39.65	\$74.15	\$113.80	\$11.38	\$125.18	\$0.77
Field Rep 3 (Overtime)	\$188.92	\$59.48	\$111.23	\$170.71	\$17.07	\$187.78	\$1.15
Field Rep 2 (Regular Time)	\$113.97	\$35.88	\$67.10	\$102.98	\$10.30	\$113.28	\$0.69
Field Rep 2 (Overtime)	\$170.96	\$53.82	\$100.65	\$154.47	\$15.45	\$169.92	\$1.04
Field Rep 1 (Regular Time)	\$103.08	\$32.45	\$60.69	\$93.14	\$9.31	\$102.45	\$0.63
Field Rep 1 (Overtime)	\$154.62	\$48.68	\$91.03	\$139.71	\$13.97	\$153.68	\$0.94
Land Acq Admin	\$92.02	\$28.97	\$54.18	\$83.15	\$8.31	\$91.46	\$0.56
Land Acq Negot Agent Trainee	\$81.06	\$25.52	\$47.73	\$73.25	\$7.32	\$80.57	\$0.49
Land Acq Negot Agent 1	\$112.86	\$35.53	\$66.45	\$101.98	\$10.20	\$112.18	\$0.69
Land Acq Negot Agent 2	\$119.12	\$37.50	\$70.13	\$107.63	\$10.76	\$118.40	\$0.72
Land Acq Negot Agent 3	\$124.61	\$39.23	\$73.37	\$112.60	\$11.26	\$123.86	\$0.76
Land Acq Reloc Agent	\$119.12	\$37.50	\$70.13	\$107.63	\$10.76	\$118.40	\$0.72
Land Acq Relo Benefits Pkg	\$119.12	\$37.50	\$70.13	\$107.63	\$10.76	\$118.40	\$0.72
Land Acq ROW Mngr	\$152.73	\$48.08	\$89.92	\$138.00	\$13.80	\$151.80	\$0.93

Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/21/2025

AGENDA ITEM

First Reading Ordinance 25-09 Home Rule Amendment

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:

TO AMEND THE CHARTER OF THE CITY OF DALTON, GEORGIA, APPROVED MAY 1, 2024 (2024 GEORGIA LAWS P. 3739); BY AMENDING ARTICLE I CAPTIONED: "INCORPORATION AND POWERS" BY AMENDING SECTION 1.12(B)(6) BY STRIKING AND DELETING SAID SECTION AND SUBSTITUTING IN LIEU THEREOF NEW A PARAGRAPH; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Ordinance 25-09

To Amend The Charter Of The City Of Dalton, Georgia, Approved May 1, 2024 (2024 Georgia Laws p. 3739); By Amending Article I Captioned: “Incorporation and Powers” By Amending Section 1.12(b)(6) By Striking And Deleting Said Section And Substituting In Lieu Thereof New A Paragraph; To Provide For Severability; To Provide For The Repeal Of Conflicting Ordinances; To Provide For An Effective Date; And For Other Purposes.

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

Section 1:

Amend Article I of the Charter of the City of Dalton, Georgia Captioned: “Incorporation and Powers” by striking, deleting, and repealing Section 1.12 (b)(6) captioned “Contracts” and substituting in lieu thereof a new paragraph which shall read as follows:

Contracts. To enter into contracts and agreements with other governmental entities and with private persons and entities. With respect to leases or contracts involving the use, operation, or management of any real or personal property of the city located on or about the Dalton Municipal Airport or which in any way relates to a public airport, the city shall have authority, without requiring sealed bids, to enter into leases or contracts with private persons and entities which shall not exceed thirty five (35) years.

Section 2.

This Ordinance shall be effective after adoption and upon the filing with the Secretary of the State of Georgia a copy of this Ordinance, a copy of the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published and with a filing of a copy of this Ordinance in the office of the Clerk of the Superior Court of Whitfield, Georgia and the office of the Clerk of the City of Dalton, Georgia.

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 _____, 2025.

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

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON