



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 03, 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 for the Record Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

1. Staff Reports

Special Recognitions:

2. Recognition of Cub Scout Pack 60 in Attendance

Minutes:

- [3.](#) Mayor & Council Meeting Minutes of October 20, 2025

New Business:

- [4.](#) Approval of the 2025 Millage Rate of 1.499 Mills
- [5.](#) MASA Access - Voluntary Benefit Agreement for Medical Transportation Coverage
- [6.](#) Progressive Insurance Georgia Property Damage Release
- [7.](#) Busker Low Voltage Change Order for New John Davis Center
- [8.](#) Consor Mill Line Trail Extension Addendum for Additional Ecology Survey
- [9.](#) First Reading Ordinance 25-23 To hear the request of CKD Properties and Investments to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.546 acres located at 1506 E. Morris Street, Dalton, Georgia. Parcel (12-241-13-003).

Supplemental Business

Announcements:

10. A Public Hearing will be held Monday, November 10, 2025 at 6:00 p.m. at City Hall regarding the Proposed City of Dalton 2026 Budget. The 2026 Budget adoption is scheduled for the meeting of the Mayor and Council on Monday, November 17, 2025 at 6:00 p.m. The proposed budget is available for inspection by the public during regular office hours of 8:00 a.m. to 5:00 p.m., Monday – Friday at the Finance Office.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
OCTOBER 20, 2025

The Mayor and Council held a meeting this evening at 6:06 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

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 Commentary.

STAFF REPORTS

There were no Staff Reports.

SPECIAL CALLED MEETING MINUTES

The Mayor and Council reviewed the Special Called Meeting minutes of October 6, 2025. On the motion of Councilmember Goodlett, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of October 6, 2025. On the motion of Councilmember Lama, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-22 – REZONING REQUEST FOR DAVID ARMSTRONG

The Mayor and Council reviewed the Second Reading of Ordinance 25-22 a rezoning request for David Armstrong. City Administrator Andrew Parker stated the request is to rezone from High Density Residential (R-7) Cond to Rural Residential (R-5) a tract of land totaling 1.9 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038). Parker stated the petitioner stated they wanted to use the property to develop single-family detached dwellings and duplexes and both Staff and the Planning Commission recommends approval. On the motion of Council member Farrow, second Council member Lama, the request was approved. The vote was unanimous in favor.

INTEGRATED BUILDS CHANGE ORDER #6 ON AIRPORT HANGAR DEVELOPMENT PROJECT

Airport Director Andrew Wiersma presented Change Order #6 from Integrated Builds. Wiersma stated the change order includes a build out of a bathroom in the 62 by 60 hangar and also installation of an oil water separator for the 86 by 120 hangar to treat stormwater runoff. Wiersma further reported there is still an under run for this project, so these two items will be included in the project. On the motion of Council member Lama, second Council member Mock, the Change Order was approved. The vote was unanimous in favor.

CLARK STREET TRAFFIC CONTROL CHANGE REQUEST

Public Works Project Manager Jackson Sheppard presented a Traffic Control Change Request for Clark Street. Sheppard stated this request is to convert a portion of the south side of Clark Street from Trammell Street to West Hawthorne Street to permit on street parking. Sheppard continued stating Public Works identified this location as being the most permissible location from a design standpoint for spillover parking which will add an additional 10 parking spaces. On the motion of Council member Goodlett, second Council member Farrow, the Request was approved. The vote was unanimous in favor.

WEST HAWTHORNE STREET TRAFFIC CONTROL CHANGE REQUEST

Public Works Project Manager Jackson Sheppard presented a Traffic Control Change Request for West Hawthorne Street. Sheppard stated this change will convert a portion of West Hawthorne Street into an all way stop to allow for safe pedestrian crossings. On the motion of Council member Goodlett, second Council member Lama, the Request was approved. The vote was unanimous in favor.

RATIFICATION OF FRANKLIN STREET & VALLEY DRIVE STORMWATER BYPASS PROJECT CONTRACT CHANGE ORDER NO. 003

Public Works Project Manager Jackson Sheppard presented Change Order No. 003 for the Franklin Street & Valley Drive Stormwater Bypass Project. Sheppard stated the change order request in the amount of \$84,905.65 is to install new curb and gutter along Franklin Street from Valley Drive to the western end along with a provision for irrigation systems repairs in case the contractor will be able to repair irrigation systems that may have been impacted during construction as a contingency. Additionally, Sheppard stated if approved the contractor has requested an additional four-week extension to the contract which would provide a completion date of December 1st 2025. On the motion of Council member Mock, second Council member Goodlett, the Request was approved. Council members Mock, Lama and Goodlett voted aye, Council member Farrow abstained.

PURCHASE AGREEMENT - HPE SERVER HARDWARE & STORAGE HARDWARE

IT Director Jorge Paez presented a Purchase Agreement for HPE Server Hardware & Storage Hardware in the amount of \$254,894 through the State Procurement Contract. Paez stated the department is in dire need of new hardware to maintain up-to-date computing power and storage for all business applications. Paez further stated this item is a Capital Improvement project and will be paid from those funds. On the motion of Council member Mock, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

FY-2025 BUDGET AMENDMENT #4

CFO Cindy Jackson presented Budget Amendment #4 to the Mayor and Council stating budget Amendment #4 impacts the general fund, confiscated asset, the 2015, 2020, and 2024 SPLOST, bonded capital project and additionally the airport grant fund. Jackson reported the complete amendment was reviewed in the Finance Committee meeting preceding the Council meeting. A copy of this amendment is a part of these minutes. On the motion of Council member Mock, second Council member Goodlett, the Amendment was approved. The vote was unanimous in favor.

APPOINTMENT OF HALIYMA JONES AS CITY OF DALTON HUMAN RESOURCES DIRECTOR

City Administrator Andrew Parker asked for confirmation for Haliyma Jones as the Human Resources Director following a competitive selection process after Mr. Batt's retirement. Parker stated Jones has been with the City for over three years, holds a bachelor's in organizational management, a master's in public administration, and is a SHRM-certified professional. Parker praised her performance and expressed pride in her appointment. On the motion of Council member Mock, second Council member Goodlett, the appointment was confirmed. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at approximately 6:14 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



MAYOR COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

NOVEMBER 3, 2025

AGENDA ITEM

2025 Millage Rate

DEPARTMENT

Finance

REQUESTED BY

Cindy Jackson

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST NA

FUNDING SOURCE IF NOT IN BUDGET

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

RECOMMENDATION TO APPROVE THE 2025 MILLAGE RATE OF 1.499 WHICH IS THE EQUIVALENT OF THE CALCULATED ROLLBACK RATE.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025

COUNTY: TAXING JURISDICTION:

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	4,071,987,973	123,231,859	(22,316,292)	4,172,903,540
PERSONAL	1,923,345,873		3,947,055	1,927,292,928
MOTOR VEHICLES	23,076,475		(2,500,725)	20,575,750
MOBILE HOMES	398,595		(18,370)	380,225
TIMBER -100%			0	
HEAVY DUTY EQUIP			0	
GROSS DIGEST	6,018,808,916	123,231,859	(20,888,332)	6,121,152,443
EXEMPTIONS	476,364,449	19,945,792	71,780,839	568,091,080
NET DIGEST	5,542,444,467	103,286,067	(92,669,171)	5,553,061,363
	(PYD)	(RVA)	(NAG)	(CYD)

2024 MILLAGE RATE: 1.527

2025 MILLAGE RATE: 1.499

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	5,542,444,467	
Net Value Added-Reassessment of Existing Real Property	RVA	103,286,067	
Other Net Changes to Taxable Digest	NAG	(92,669,171)	
2025 Net Digest	CYD	5,553,061,363	(PYD+RVA+NAG)
2024 Millage Rate	PYM	1.527	PYM
Millage Equivalent of Reassessed Value Added	ME	0.028	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	1.499	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	1.499
	2025 Millage Rate	1.499
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

11/3/2025

AGENDA ITEM

MASA Access – Medical Transportation Coverage

DEPARTMENT

Human Resources

REQUESTED BY

Haliyma Jones

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

No Employer Cost associated. This will be a voluntary cafeteria benefit where employees may elect coverage through payroll deduction.

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Human Resources is seeking approval to enter into an agreement with MASA Access to offer Medical Transport Coverage as a voluntary employee benefit. This program provides employees with access to emergency medical transportation services—including ground ambulance, air ambulance, and hospital-to-hospital transfers.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



EMPLOYER BENEFIT AGREEMENT - MEMBERSHIP

Employer Provided & Payroll Deduction

Employer/Organization Name City of Dalton		Contact's Name Haliyama Jones	
Telephone 706-529-2421	Fax	E-Mail hjones@daltonga.gov	
Physical Address 300 W Waugh St		City Dalton	State GA
Mailing Address (if different)		City	Zip Code 30721
Brokerage Name Mark III	Producer's Name Mark Browder		MASA Representative's Name Alex Williams
Invoicing Contact Name Valerie Brock	Invoicing Email vbrock@daltonga.gov		Eligible Employee Count 405

This Employer Benefit Agreement ("Agreement"), effective as of 1/1/2026, ("Agreement Effective Date") as further defined below in section 5, by and among City of Dalton ("Employer"), as described above, a(n) Georgia, municipal corporation (State, Entity), and Medical Air Services Association, Inc., an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA") with its principal executive office at 1301 International Parkway, Suite 300, Sunrise, FL 33323. This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer and MASA (individually, the "Party," collectively, the "Parties") and any of their affiliates concerning the subject matter set forth herein.

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain benefits, including, but not limited to, covering a portion of the out of pocket-expenses incurred as a result of an emergent transport situation ("Services"); and

WHEREAS, MASA offers a "Platinum", "Emergent Premier", and "Emergent Plus" membership (collectively, "Memberships") that entitle members ("Members") to certain services and benefits ("Benefits") and Employer desires to offer Memberships to its employees ("Employees") as part of general benefit offering.

NOW, THEREFORE, MASA and Employer agree as follows:

1. Term and Termination. This Agreement shall have a term of one (1) year from Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term. Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify Employees of such termination and the impact on their membership coverage.
2. Membership Services Agreement ("MSA"). All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA and Member Employees. Notwithstanding the terms and conditions of that MSA, those members purchasing the Platinum Membership under the monthly payment option via payroll deduction, "Worldwide Coverage" will be an included benefit without the full annual payment requirement of that respective MSA. All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply.

3. Membership Fees & Rates.

Offering	Product	Type	Voluntary Price	Total Invoice
Voluntary	Emergent Plus	Single	\$8.00	\$8.00
Voluntary	Emergent Plus	Family	\$17.00	\$17.00
Voluntary	Platinum	Single	\$22.00	\$22.00
Voluntary	Platinum	Family	\$47.00	\$47.00

4. Member Enrollment. The Employer shall begin the initial enrollment process on 11/10/2025, and shall end initial enrollment process on 11/17/2025, ("Enrollment Period"). Following the Enrollment Period, enrollment may remain open for current and/or new Employees.

The Parties agree that the ongoing method for enrollment management shall be as follows: (select one)

☒ Electronic Data Interchange (EDI)

☐ MASA Compass Portal

Name of Platform: Selerix

In the event that the enrollment will take place digitally via a benefit administration system (or similar digital platform) and the intent is for MASA to receive enrollment files via EDI (or similar type electronic files), it is the responsibility of Employer or their broker to ensure that an EDI connection is established for eligibility communication.

In the event the enrollment will not take place in a manner that MASA will receive an EDI file (or similar type of electronic files) on a regular basis, Employer will have the option to submit enrollment changes via MASA's group management portal or by roster submission. If Employer opts to submit enrollment changes by roster, MASA will provide Employer with a template file used to process enrollments ("Enrollment Roster") to assist Employer in the enrollment process. Employer should populate the Employment Roster and submit the same directly to clientsuccess@masaglobal.com, or via Employer's broker.

Additionally, Employer agrees to ensure proper changes to the enrollment will be submitted timely, whether submitted through a benefit administration system, MASA's group management portal, or by Enrollment Roster. In no event will changes be made effective after Sixty (60) days from the requested effective date of the change. MASA will only reimburse for a correction made to an Employment Roster that is sent to MASA within the Sixty (60) day period from the effective date of the change.

If an Employer does not have an active member for more than a two-year period, MASA reserves the right to cancel this Agreement.

Employer agrees to review the Enrollment Roster of Employees who have indicated a desire to enroll in the Membership and to identify on such Enrollment Roster any Employees who are enrolled in a high-deductible health plan that is compatible with a health savings account under Internal Revenue Code section 223. Employer shall conduct such review both at the time of initial enrollment and before the start of each subsequent plan year of the high-deductible health plan.

Upon enrollment, MASA agrees to provide all new members an MSA, which provides an explanation of MASA benefits and services.

5. Effective Dates. The Agreement Effective Date, which is the date the employer agrees to offer MASA Products, shall be the date which the last Party signs the agreement below. Each Members' benefits become effective as of the Member's membership effective date ("Membership Effective Date"), which must be after the Agreement Effective Date, and the Agreement Effective Date shall run through the of the last surviving membership date. The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the end of the Enrollment Period, unless prior written approval has been received from MASA. Additionally, for a new Employee or current Employee who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new Employee is completed, unless prior written approval has been received from MASA.

For Employees that enroll as a Member during the initial Enrollment Period as defined in Section 3 above, the Membership Effective Date shall be the First day of January.

6. Payment of Fees.

Employer acknowledges and agrees that MASA's Services, Memberships, and obligations under this Agreement shall be contingent on Employer's timely payment of Fees. In the event Employer is delinquent on its payment of Fees, MASA shall have the right to stop providing the Services/Products under this Agreement and terminate this agreement in its entirety. Fees shall be due to MASA monthly and must be paid to MASA within thirty (30) days from the end of each calendar month. Employer is obligated to all Membership Fees & Payment due and owed to MASA, regardless of Employer's selection to remit payment via either Payroll Deduction or Employer Paid. Waiver of such termination rights shall not prevent future enforcement of the same.

- Employer desires MASA to (Employer – Please select one option):

- ☒ Invoice Employer directly
☐ Allow Employer to remit payments via self-bill process

- If Employer works with third-party administrator ("TPA") for payments, please provide TPA contact information for billing purposes:

Name: _____

Email: _____

Phone Number _____

7. Membership Benefits and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer's reimbursement. Reasonable and customary expenses are determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer's determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. The Parties acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Membership intended to replace or take the place of primary insurance coverage. By offering and/or providing Memberships to Employees, Employer represents and warrants that Employer also offers health insurance policies and plan options that provide a level of coverage for emergency, ground and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation. Failure by Employer to provide and/or maintain such coverage for Employees may be grounds for immediate termination of this Agreement. MASA can only be sold to groups that offer primary insurance to their employees. The Employee, pursuant to the terms and conditions of the respective MSA, acknowledges and agrees that the Services provided are meant exclusively to supplement Employee's health and/or other insurance coverage(s). For that purpose, in the event that Employee fails to carry primary health insurance at time of claim, MASA shall be liable to Employee for no more than 20% of Employee's Out-of-Pocket Expenses, but in no event will MASA pay more than twenty-thousand dollars (\$20,000), per claim on an Emergent Plus. Waiver of such termination rights shall not prevent future enforcement of the same.
8. Tax Consequences and Fiduciary Obligations. Employer acknowledges (1) that MASA shall not be liable for any tax consequences to the Employer or to a Member that may result from the offer and/or provision of the Memberships described in this Agreement to Employees; (2) that Employer is a fiduciary to its' Employees for the administration of all employee benefits.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC.

("EMPLOYER")

Signature

Signature

Name: Executive, Medical Air Services Association, Inc.

Name: Authorized Signer, Title

Signature Effective Date

Email

Phone

Signature Effective Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

11/3/2025

AGENDA ITEM

Progressive Insurance Georgia Property Damage Release

DEPARTMENT

Public Works Department

REQUESTED BY

Chad Townsend

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 request is for the ratification of a property damage release form with Progressive Insurance for reimbursement in the amount of \$2,592.12. The reimbursement is for damages to pedestrian signal equipment that resulted from an automobile accident that occurred at the intersection of E. Morris St. & Walnut Ave.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

GEORGIA FIXED PROPERTY DAMAGE RELEASE

Page 1 of 1

Claim No: 24-982582354

NOW COMES City of Dalton (hereinafter referred to as the "Undersigneds"), being of lawful age, for the sole consideration of Two Thousand Five Hundred Ninety Two and 12/100 dollars (\$2,592.12), United States funds, in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby release, remise and forever discharge Ector E Bautista-Raymundo, Juan Lopez-Lucas, Angelica Perez Lucas, Progressive Freedom Insurance Company their successors and assigns, heirs, executors, administrators, insurers, and all other persons, firms, corporations (hereinafter collectively referred to as "Releasees"), of and from any and all property damage claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any property damage and any and all claims for exemplary and punitive damages, and the consequences thereof, resulting from a certain accident which happened on or about November 5, 2024 at or near E Walnut Ave, Dalton, GA resulting in property damage to the crosswalk Signal for which the Undersigneds have claimed the said Releasees to be legally liable. The Undersigneds agree, understand and acknowledge that this release specifically includes all elements of the property damage claims including diminution of value and loss of use, but this release specifically excludes any personal injury claims.

The Undersigneds agree, understand, acknowledge and represent that they have full authority to execute a binding release of the above-referenced claim. The Undersigneds further agree, understand, acknowledge and represent that they have not assigned this claim to anyone else. There is no guardian, trustee, executor, administrator, or other person or entity with power to approve or disapprove settlement of the above-referenced claim.

The Undersigneds agree, understand, acknowledge and represent that they do not have any bankruptcy petition currently pending. The Undersigneds further understand that a false statement under oath pertaining to bankruptcy may result in denial of discharge from debts in bankruptcy, and federal criminal penalties of up to five years in prison, a \$5,000 fine, or both.

The Undersigneds agree, understand and acknowledge that this settlement and this Property Damage Release shall not be deemed an admission, acknowledgement, acceptance or stipulation as to negligence, fault or responsibility for the Subject Accident.

The Undersigneds acknowledge and represent that they understand and agree that the consideration stated is paid by the liability insurance carrier for a party released hereby. The Undersigneds have been informed, prior to executing this instrument, that the payment is made by the insurance carrier as an independent contractor without consent to settle on behalf of any person released hereby, and that payment to the undersigned shall have no effect upon, nor preclude any claims, if any, by any party released against the Undersigneds or those through whom the Undersigneds, who may make a claim. The Undersigneds hereby acknowledge the foregoing notice, furnished in accordance with Georgia law, and also receiving a copy of this instrument.

_____	_____	_____
_____	Date	Date
_____	_____	_____
Title		Title

WITNESSED this _____ day of _____, 20__:

_____	_____
Signature of Witness	Printed Name of Witness



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

11/3/2025

AGENDA ITEM

Low Voltage Change Order – Busker

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$500

FUNDING SOURCE IF NOT IN BUDGET

2020 SPLOST

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

The IT department along with the low voltage contractor have determined that the ceilings in the old part of the John Davis building is too shallow to fit the standard cable trays that were scheduled to be installed. Busker has offered to swap them out with more narrow trays to fit in the shallow drop ceiling. The change order comes at a \$500 cost.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



Busker Communications, Inc.
3395 White Sulphur Road
Gainesville, GA 30501

QUOTE
24505

COMPANY		JOB LOCATION	
Company: City of Dalton		Company: John Davis Recreation Center	
Address: 300 W Waugh Street Dalton, GA 30722		Address: 904 Civic Drive Dalton, GA 30721	
Contact:		Contact:	
Phone:		Phone:	
		Date: 2025-10-24	
		Sales Rep: Mark Shively	
		Phone: (404) 428 2378	
		Email: mshively@buskercom.com	
		Exp Date: 2025-11-23	
		Project: 3554	

TITLE

Additional 12 inch by 2 inch by 10 foot cable tray

SCOPE OF WORK

Additional 12 inch by 2 inch by 10 foot cable tray for the old building ground floor.

MFG	PART NO	DESCRIPTION	QTY
BCI	MISC-EXPENSE	MISC-HARDWARE	10.00
			Total: \$500.00
All applicable taxes are not included.			

Thank you for your business!

TERMS & CONDITIONS

1. Scope of Work - Contractor shall furnish and pay for all equipment and perform all work necessary and appropriate to furnish and install the systems integration equipment in the facility as described in this proposal.

2. Responsibility of Others - Unless otherwise noted in the proposal, the Owner shall be responsible for all electrical work such as but not limited to AC power, conduit systems, and outlet boxes. All finishes will be supplied as standard manufacturer's finish. All other work necessary to the completion of the project and not specifically defined in the proposal as being furnished by the Contractor shall be the responsibility of the Owner.

3. Work Area Access - Unless otherwise noted in this proposal, Contractor shall be given full and unrestricted access to all work areas and location required to complete the Scope of Work. Any training, access procedures or delays in related to the access of work area impacting productivity will be logged and invoiced in increments of 15 minutes.

4. Schedule - Contractors standard business operating hours are Monday through Friday from 07:00 AM to 04:00 PM. Any requirements outside of these hours must be noted and included in the scope of work.

5. Bill of Materials - The bill of materials shown is an estimated list of materials to provide a general list of items expected to be used in the completion of this proposal, not a guaranteed quantity to be used in completion of this project. Contractor shall furnish all materials as required to complete the scope of work detailed and quantities shown are only an estimated number. All unused materials at the end of the project will be removed from site and returned to Contractor inventory.

5. Existing Equipment - Unless otherwise noted in the proposal, all existing equipment shall remain the property of the Owner and will be incorporated into the new system as proposed. Contractor shall remove and may reuse such equipment as necessary for the purposes of this Agreement.

6. Time of Commencement and Substantial Completion - The work to be performed under the terms of this Agreement shall be coordinated upon receipt of the signed Agreement, or Time of Commencement. Schedules communicated in any form prior to the Time of Commencement are offered as best effort and cannot be confirmed until Time of Commencement. Substantial Completion shall be defined as on-site work being complete, except for punch list items, work that is delayed beyond the control of the Contractor and deliverables. Deliverables include, but are not limited to, as-build drawings, test results, O&M manuals and manufacturer warranties.

Substantial Completion as a milestone date shall be subject to extensions due to conditions beyond the control of the Contractor such as acts of nature, delays in material delivery where the Contractor's actions have no effect, accessibility to the facility, and delays of work by others where such work is necessary to the completion of the project.

7. Insurance - Contractor shall furnish to the Owner a Certificate of Insurance including general liability, auto, and workers' compensation limits prior to commencement of any work on site.

8. Agreement Sum - The Owner shall pay to the Contractor for the performance of the work, the amount noted in this proposal proposal, subject to additions and subtractions by written change order. No changes to the Agreement sum can be made by either the Contractor or the Owner without a written change order agreed to by both parties.

9. Title to Goods - Title to goods is retained by the Contractor until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Owner agrees to keep the goods safe, free from other liens and at the address of the installation.

10. Warranty - Installation will comply with BCI, BICSI, TIA/EIA and Owner quality standard, as received prior to proposal. Contractor guarantees all workmanship provided under this Agreement to be free of defects for a period of one year from the date of final acceptance or first beneficial use whichever occurs first. Contractor will provide labor services to correct any defective workmanship during normal business hours while the warranty is in effect at no cost to the Owner. Material or equipment defects not a direct result of workmanship is not covered by warranty, all time and management related to replacement of materials or equipment will be charged at Time & Materials.

All equipment warranties provided by equipment manufacturers are warranties between the Owner and the equipment manufacturer and the Contractor has no liability.

Warranties do not apply in case of abuse, misuse, neglect, acts of nature, or readjustment of system settings when they have been changed by anyone other than the Contractor.



Busker Communications, Inc.
3395 White Sulphur Road
Gainesville, GA 30501

QUOTE
24505

PAYMENT TERMS

Terms: N30

Billing Method: SOV

Standard payment terms are Net 30 from date of invoice unless otherwise agreed upon by BCI via Non-Standard Payment Terms Agreement and are subject to credit approval. Past due balances are subject to interest at 1.5% monthly. Credit card transactions will be charged a 2.5% processing fee. Returned checks will be charged a \$100 processing fee.

BCI will issue an invoice for materials and engineering/mobilization labor upon approval of this quote, or within 30 days of the project start date, unless otherwise agreed upon in writing. Additional progress invoices will be issued at no less than monthly intervals. Sales tax is charged at the current rate set by the local tax authority and is not included in this quote.

Due to the volatility of the market, some material costs may be adjusted after initial invoice if price has increased or availability causes material substitution. Any price changes that should follow with any amendment or change order will be reflected on progress or final invoices unless otherwise agreed upon by BCI and the customer.

This quote shall become binding on the parties hereto when signed by Customer and accepted and approved by Busker Communications, Inc. By Customer's signature, Customer acknowledges that they have read, understood and agreed to the Terms and Conditions.

CUSTOMER: **City of Dalton**

Busker Communications, Inc.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

11/3/2025

AGENDA ITEM

Consor Mill Line Trail Extension Addendum - Additional Ecology Survey

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$6,827

FUNDING SOURCE IF NOT IN BUDGET

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

Upon completion of the initial Environmental Services it was noted that the proposed trail alignment would significantly impact wetland areas in the project area. The trail has been revised to avoid the areas that were delineated in the previous work. It is necessary to conduct further field delineation of the revised trail alignment to verify that there is minimal or no impact to environmentally sensitive areas. See attached for complete scope and fee from EPEI for this additional work.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

October 29, 2025
City of Dalton
300 West Waugh Street
PO Box 1205
Dalton, GA 30722

**RE: Mill Line Trail Extension Addendum for:
Additional Ecology Survey**

Dear Mr. Parker,

As per our discussions, we are submitting this addendum to the original agreement, dated February 17, 2025, for the above referenced work; additional ecology field work and memo of findings performed by Edwards-Pitman Environmental, Inc. (EPEI).

Ecology Survey – Additional Area

Upon completion of the initial Environmental Services it was noted that the proposed trail alignment would significantly impact wetland areas in the project area. The trail has been revised to avoid the areas that were delineated in the previous work. It is necessary to conduct further field delineation of the revised trail alignment to verify that there is minimal or no impact to environmentally sensitive areas. See attached for complete scope and fee from EPEI for this additional work.

Ecology Survey Fee: \$6,827

We value our relationship with the city and the opportunity to continue to partner with you and your staff for this project. If you have any questions, please contact me

Sincerely,
Consor Engineers North America, Inc.



Sean Mayer, PE, Vice President/Area Principal Southeast Transportation
Phone Number: 615.538.6940 | sean.mayer@consoreng.com

Attachments

A: Edwards-Pitman Environmental, Inc. Scope and Fee

September 18, 2025

Mr. Allen Peterfreund, P.E.
Senior Project Manager
Conсор Engineering
600 West Peachtree Street, NE
Suite 940
Atlanta, GA 30308

**RE: Mill Line Trail Extension
Dalton, Whitfield County, Georgia**

Dear Mr. Peterfreund:

Edwards-Pitman Environmental, Inc. (EPEI) is pleased to submit this cost estimate to assist Consor with the ecology field surveys Local Issuing Authority site visit for the proposed Mill Line Trail Extension in Dalton, Whitfield County, Georgia. Per your discussion with Alex Ottley, EPEI proposes the following services:

Ecological Scope of Services:

- EPEI will conduct field delineations for state and federal waters within the limits of the proposed project site and evaluate onsite habitats for state and federally listed species.
- EPEI will utilize a submeter Global Positioning System (GPS) to collect geospatial data on identified resources to create GIS data sets of all identified resources.
- EPEI will prepare stream and wetland data forms for each resource, waters maps depicting the resources and resource types, and a photolog depicting each resource.
- EPEI will prepare a memo of findings for coordination with the Local Issuing Authority (LIA) in order to conduct a site visit and confirm the buffers of state waters identified.

Assumptions:

- EPEI assumes resource flagging is not required and no species-specific field surveys would be required.

Fees:

The lump sum fee for the above scope of work would be **\$6,827.00**. Assumptions associated with this additional cost have been included in the attached fee estimate.

Schedule:

EPEI can complete the ecology field work and memo of findings within one month of approval of a subconsultant agreement. EPEI will coordinate with the LIA in order to conduct a state waters determination site visit upon Consor approval of the memo.

General Remarks:

We appreciate the opportunity to present this proposal to you. *If the above scope of work is approved, please prepare a subagreement for legal review and execution.* The proposed fee is based on the Scope of Services defined above and the assumption that our services will be authorized within 30 days. The proposed schedule is based on current workload and subject to change. If you have any questions, please call Collin Lane at 678-932-2214 or Alex Ottley at 678-932-2211. Thank you again for this opportunity.

Sincerely,
Edwards-Pitman Environmental, Inc.



Collin Lane
Ecology Group Manager

**Mill Line Ecology Survey
Whitfield County
Additional Area**

DIRECT LABOR COSTS	Ecology Manager	Senior Ecologist	Ecologist	GIS	
	\$195.87	\$153.48	\$81.30	\$94.21	
Ecology					
Ecology Field Visit		20	8		
LIA Coordination/Field Visit		12	8		
Graphics/GIS				4	
Subtotal	0	32	16	4	0
Total Hours	0	32	16	4	0
Direct Labor Subtotal	\$0.00	\$4,911.36	\$1,300.80	\$376.84	\$0.00

OTHER DIRECT COSTS			
	Unit(s)	Rate	Cost (\$)
Travel/Mileage (personal vehicle)	340	\$0.700	\$238.00
Vehicle Rental & fuel (per day)		\$76.00	\$0.00
Vehicle Rental/fuel		\$0.00	\$0.00
Lodging		\$0.00	\$0.00
Per diem		\$0.00	\$0.00
State Site File Fee		\$385.00	\$0.00
Curation		\$300.00	\$0.00
Subcontractor: N/A			\$0.00
Other Direct Costs Subtotal			\$238.00

TOTAL COSTS	
Direct Labor Subtotal (overhead and profit included in loaded labor rates)	\$6,589.00
Other Direct Costs Subtotal	\$238.00
Total Cost for Project	\$6,827.00

ASSUMPTIONS:

1. 2 Ecologists field survey
2. Approximately 11 acres of additional survey area.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

11/3/2025

AGENDA ITEM

The request of CKD Properties and Investments to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract totaling 0.546 acres located at 1506 E. Morris Street, Dalton, Georgia. Parcel (12-241-13-003)

DEPARTMENT

Planning and Zoning

REQUESTED BY CHRISTIAN DIAZ

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

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

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 25-23

To rezone property of CKD Properties and Investments, LLC from a General Commercial (C-2) Classification to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, CKD Properties and Investments, LLC, by and through its authorized agent, Cristhian De Dios, has petitioned for rezoning of certain real Property owned by CKD Properties and Investments, LLC from C-2 classification to R-5 classification;

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

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

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

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

Section 1.

The real property located within the city limits, which is identified as Tax Parcel No. 12-241-13-003 (the “Property”), is hereby rezoned from C-2 classification to R-5 classification.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

SO ORDAINED this _____ day of _____, 2025.

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

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: October 27, 2025

A. To hear the request of CKD Properties and Investments to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.546 acres located at 1506 E. Morris Street, Dalton, Georgia. Parcel (12-241-13-003) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on October 27, 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 four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Christian Diaz.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis, which recommended denial of the R-5 rezoning. There were no further questions for Calhoun.
Christian Diaz stated that he planned to construct 2 duplexes on the property. Diaz also stated that the previous commercial buildings on the property had been demolished.
The public hearing closed at 7:29 pm.

Recommendation:

Chairman Lidderdale sought a motion for the proposed R-5 rezoning of the subject property. Octavio Perez made a motion to deny the proposed R-5 rezoning. Steve Laird seconded this motion. There was a unanimous 3-0 recommendation to deny the R-5 rezoning.

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

ZONING CASE: CKD Properties is seeking to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land (parcel 12-241-13-003) containing a total of 0.55 acres located at 1506 E. Morris St. The subject property has been developed for commercial use. The petitioner's request to rezone was made in order to redevelop the subject property with two residential duplexes.

The surrounding uses and zoning are as follows: To the north are two tracts of land across E. Morris St., zoned C-1 and C-2 that each contain commercial developments. To the east is a tract of land zoned C-2 that is undeveloped. To the south is a tract of land zoned C-2 that is part of a large commercial development. To the west is a portion of the subject property's parent tract that will remain zoned C-2.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The Subject property is surrounded by tracts of land zoned and/or developed for commercial use. Not a single adjacent tract of land is zoned or developed for residential use. The subject property is detached from any consistent residential development. The predominant zoning and development pattern along E. Morris St. is that of commercial. Only a few tracts of land along E. Morris St. are zoned or developed for residential land use. The proposed rezoning would create an island of R-5 zoning and development surrounded by commercial zoning and land uses.

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

The proposed rezoning would create a burden for the adjacent commercial tracts to the east, south, and west by introducing the need for a 20' buffer that would not be required if the subject property remains zoned C-2. These required buffers must be left undeveloped and cannot be used for driveways or parking areas. The adjacent undeveloped properties could be burdened by this buffer requirement should they be developed for commercial use in the future, as it would reduce their developable area.

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

The subject property has been used commercially in the past and would better reflect the adjacent and nearby development pattern as currently zoned.

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

N/A

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

the impact under the existing zoning.

There is no immediate concern regarding the proposed rezoning and development's impact on public utilities or infrastructure. However, without a site plan illustrating the proposed duplex locations and parking area, it is difficult to determine the safety of the ingress/egress of 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 Commercial Corridor character area. This character area is intended to promote commercial development along arterial corridors. While this character area does recommend mixed use residential development, it recommends that type of development have ground-floor commercial space with loft-style residential. The proposed R-5 rezoning is not reflective of the recommended mixed-use style development, nor does it reflect the character of any existing adjacent development.

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

This request would not be considered spot zoning, but the proposed rezoning would create a small island of R-5 zoning surrounded by C-1 and C-2 zoning and development.

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

1. The requested R-5 zone district would allow for the subject property to be developed in a manner that would not reflect the zoning and development of any adjacent properties.
2. The proposed R-5 rezoning would conflict with the intent of the Commercial Corridor character area in the Comprehensive Plan based on the established zoning and development pattern of this area.
3. The R-5 zone district would impose a 20' buffer on the boundaries of three adjacent properties, which could limit their commercial development potential.

CKD Properties and Investments Rezoning Request

C-2, General Commercial

to

R-5, Rural Residential

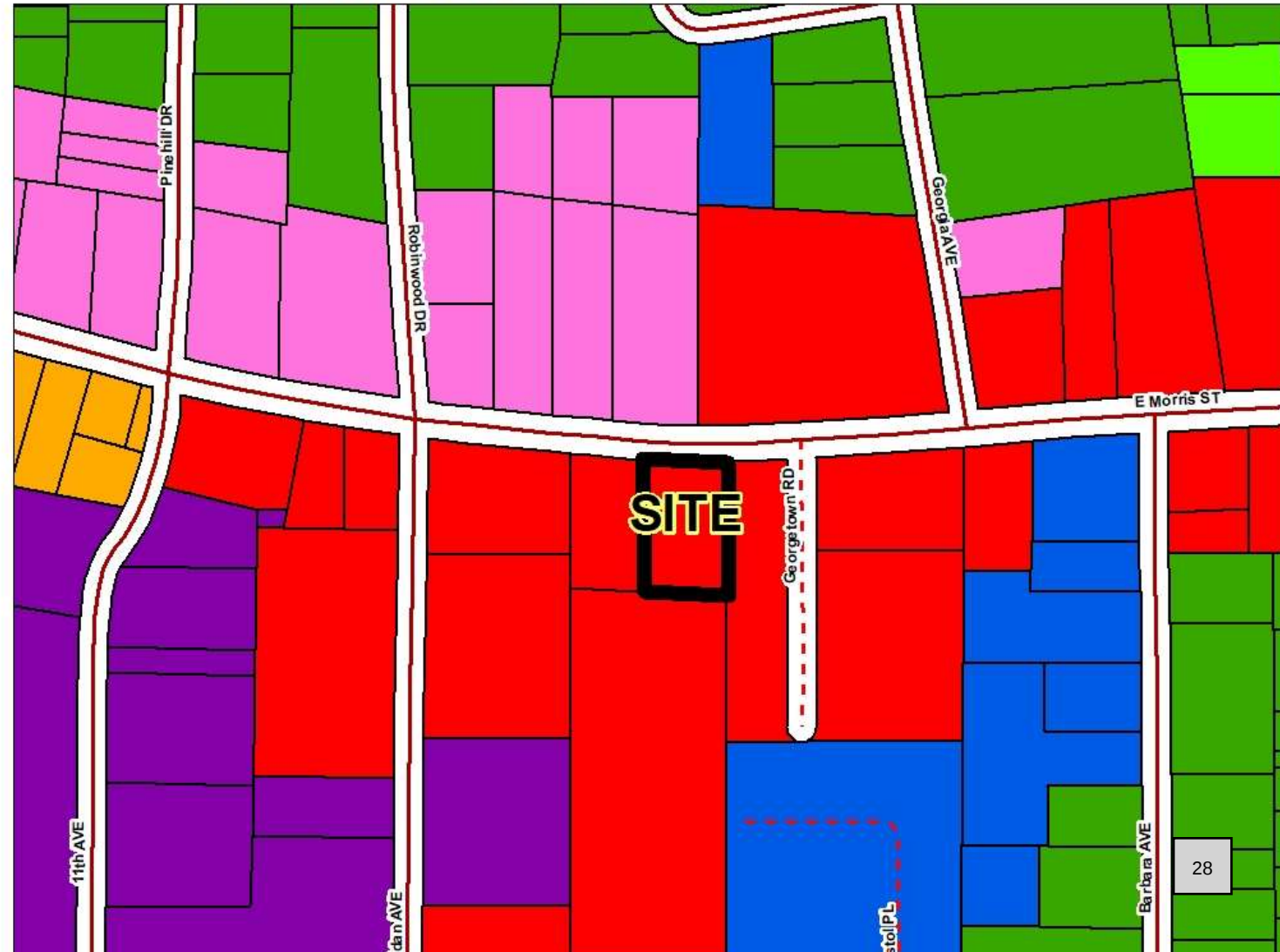
CITY OF DALTON JURISDICTION



ZONING

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

FEET
200



**CKD Properties and Investments Rezoning Request
C-2, General Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



**FEET
200**



**CKD Properties and Investments Rezoning Request
C-2, General Commercial
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



**FEET
100**



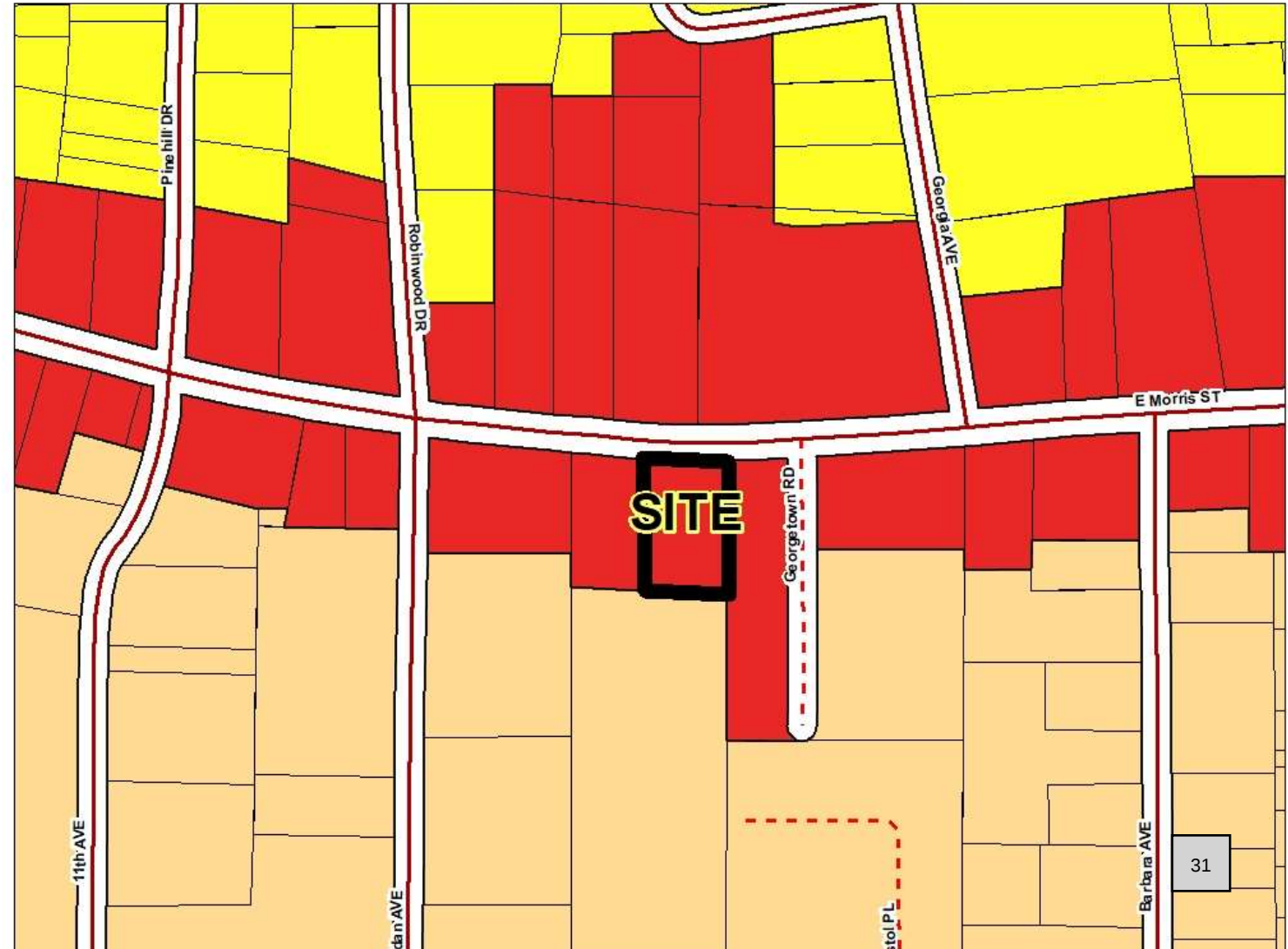
CKD Properties and Investments Rezoning Request C-2, General Commercial to R-5, Rural Residential CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Suburban Neighborhood
-  Town Neighborhood Revitalization

FEET
200



MAGNETIC
NORTH

EAST MORRIS ST
~60' R/W~

N87°07'29"W A DISTANCE OF 198.61' TO THE
SOUTHERLY R/W OF EAST MORRIS STREET AND
THE EASTERLY R/W OF SHERIDAN AVENUE.

NOTES

1. EQUIPMENT USED: SOKKIA M-35
TOTAL STATION
2. THE FIELD DATA UPON WHICH THIS
PLAT IS BASED HAS CLOSURE
PRECISION OF 1:20,000+ AND HAS
AN ANGULAR ERROR OF 2" PER
ANGLE POINT AND WAS ADJUSTED
USING THE COMPASS RULE.
3. PLAT CLOSURE 1:100,000+.
4. THIS PROPERTY MAY BE SUBJECT TO
EASEMENTS, RESERVATIONS, RIGHTS
OF WAY OR RESTRICTIONS WHICH
ARE NOT RECORDED OR WOULD BE
DISCLOSED BY AN ACCURATE
CURRENT TITLE SEARCH, OR
OTHERWISE KNOWN TO THE
SURVEYOR; THEREFORE, EXCEPTION IS
TAKEN TO ANY SUCH ITEMS.
5. NO PORTIONS OF THIS PROPERTY
ARE LOCATED WITHIN A FLOOD
HAZARD AREA (ZONE X) AS PER
FEMA FLOOD INSURANCE RATE MAP
13313001450 DATED SEPTEMBER 19,
2007.

REFERENCES

1. WARRANTY DEED WITH RIGHT OF
SURVIVORSHIP FOR JOHN TRENN
COFFEY AND EDNA ERLINE COFFEY
DATED 05/14/2010, DEED BOOK 5476,
PAGE 88-89, OF THE WHITFIELD
COUNTY, GEORGIA RECORDS.
2. SURVEY PLAT FOR PHYLLIS PFUNTER
& OTHERS DATED 05/29/2014, PLAT
CANNOT, E. PAGE 10, OF THE
COUNTY, GEORGIA RECORDS.
3. WARRANTY DEED FOR PAMELA L.
STEPHENS DATED 10/06/2008, DEED
BOOK 5287, PAGE 248, OF THE
WHITFIELD COUNTY, GEORGIA RECORDS.

LAND SURVEYORS & CONSULTANTS, LLC.

Surveying • Elevation Certificates
& Consulting
12 Centerport Drive
White, GA 30184
678-435-1998
Email: mebarlenfeld@yahoo.com

LOT SPLIT SURVEY
PREPARED FOR

CRISTHIAN R. De DIOS

1506 EAST MORRIS STREET
DALTON, GEORGIA 30720
TAX PARCEL 12-241-13-003
LOCATED IN LAND LOT 241,
12th DISTRICT, 3rd SECTION
WHITFIELD, COUNTY, GEORGIA

DATE: 07-08-2025

SCALE: 1" = 30'

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
surety has been provided to install) in accordance with the
requirements of Dalton Utilities.

Dalton Utilities:

Date: 8/14/25

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 surety has been provided to install) in accordance
with the requirements of Dalton Utilities.

Dalton Utilities:

Date: 8/14/25

Certificate of Approval for Public Fire Protection

I hereby certify that fire hydrants and water mains serving
the lots on this final plat have been installed and fire
requirements for the fire hydrants have been met in
accordance with the requirements of the Whitfield County
Building Code for Fire Hydrant and Water Supply
Requirements.

Dalton
Whitfield County Fire Chief

Date: 8/14/25

CERTIFICATE OF APPROVAL FOR RECORDING (MINOR SUBDIVISION)

The Whitfield County Building, Zoning, and Development
Department certifies that this plat complies 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.

Signature

Date

SURVEYOR'S CERTIFICATE



AS REQUIRED BY SUBSECTION (D) OF
O.C.G.A. SECTION 15-6-67, THIS
PLAT HAS BEEN PREPARED BY A
LAND SURVEYOR AND APPROVED BY
ALL APPLICABLE LOCAL JURISDICTIONS
FOR RECORDING AS EVIDENCED BY
APPROPRIATE CERTIFICATES, INDEMNITIES,
COMPS, OR STATEMENTS HEREON.
SUCH APPROVALS OR AFFIRMATIONS
SHOULD BE CONSIDERED WITH THE
APPROPRIATE GOVERNMENTAL BODIES
BY ANY PURCHASER OR USER OF
THIS PLAT AS TO THE INTENDED USE
OF ANY PARCEL. FURTHERMORE, THE
UNDERSIGNING LAND SURVEYOR
CERTIFIES THAT THIS PLAT COMPLIES
WITH THE MINIMUM TECHNICAL
STANDARDS FOR PROPERTY SURVEYS
PREPARED FOR THE STATE OF GEORGIA.

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 monuments shown
hereon actually exist and their location, size, type, and
material are correctly shown; and that all requirements of
the Whitfield County Subdivision Regulations have been
substantially complied with, and approval hereof does not
relieve me of any liability associated with inaccuracies or
improper design.

ABBREVIATIONS

DB	DEED BOOK	PL	PLAT BOOK
N/F	NOW OR FORMERLY	PG	PAGE
R/W	RIGHT OF WAY	R/S	REBAR SET
R/S	REBAR FOUND	OTF	OPEN TOP PIPE

PARENT TRACT
TAX PARCEL 12-241-13-003
0.963 ACRES
41,968 S.F.
3 LOTS CREATED

-N/F-
GM BROWN, LLC
DB 5890 - PG 344
P.I.D. 12-241-13-003

LOT 1
0.418 ACRES
18,223 S.F.

LOT 2
0.273 ACRES
11,873 S.F.

LOT 3
0.273 ACRES
11,873 S.F.

-N/F-
DIANNA HEISKELL CAMPBELL
DB 2081 - PG 1
P.I.D. 12-241-13-002

BUILDING SETBACKS
FRONT = 40'
SIDE = 10'
REAR = 15'

-N/F-
DIMAS RAMIREZ &
IRMA DE LA ROSA
DB 6950 - PG 568
P.I.D. 12-241-13-028

-N/F-
DIMAS RAMIREZ &
IRMA DE LA ROSA
DB 6950 - PG 568
P.I.D. 12-241-13-028

COMMERCIAL
BUILDING