



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 15, 2025
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Presentations:

1. Staff Reports

Special Recognitions:

2. Recognition of DPRD State Soccer and Volleyball Champions

Minutes:

3. Mayor & Council Work Session Notes of December 1, 2025
4. Mayor & Council Regular Meeting Minutes of December 1, 2025
5. Mayor & Council Special Called Meeting Work Session Minutes of December 8, 2025

Unfinished Business:

6. Second Reading Ordinance 25-24 The request of Wayne Burgess to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 913 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-028).

New Business:

7. Renewal of (2) 2026 Alcohol Applications without changes.
8. Review of Public Safety Commission Hearing Decision Regarding All American Entertainment, LLC D/B/A Big Time Billiards.
9. Cherokee Mechanical Change Order #3 for City Hall HVAC Project
10. First Amendment to Lease with the Emery Center, Inc.

- [11.](#) Resolution 25-26 Extending the Moratorium on the Opening of Certain Businesses
- [12.](#) Resolution 25-27 Authorizing Municipal Property Easement
- [13.](#) Resolution 25-28 Adopting Cost of Living Adjustment for Certain Pension Plan Beneficiaries

Supplemental Business

Announcements:

- 14. City offices will be closed Thursday, December 25, 2025 and Friday, December 26, 2025 for the Christmas holidays and Thursday, January 1, 2026 for New Years Day. The next Mayor and Council meeting will be held Monday, January 5, 2026.

Adjournment



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/25

AGENDA ITEM

Recognition of State Champions

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

On 11/22/25 we had 2 of our Girls Soccer teams win GRPA State Championships in Jefferson, Georgia. Our 10U Girls Team beat Bainbridge 11-1 in the final game. Our 12U Girls team beat Fitzgerald 6-4 in the final game. We also won a GRPA State Championship in 12U Girls Volleyball. Our 12U team beat Douglasville 2-0 in the final game.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Mayor and Council Work Session Notes

Capital Projects Report – December 1, 2025

All were present, the work session focused on presenting a comprehensive year-end report on the city's capital projects, led by City Administrator Andrew Parker and featuring updates from the Directors of Parks and Recreation, Public Works, and the Airport Manager.

Funding and Scope

- **Total Capital Projects:** Staff has been executing over **\$50 million** in capital projects since 2023
- **Funding Sources:** The majority of projects were funded through **SPLOST, bonds, and grants**
- **Grant Success:** The city obtained about **\$8 million** in grant funding from state and federal partners during this period, with another \$2.5 million grant request currently submitted



Administration and Recreation Projects

Project	Funding Source	Status/Completion Date	Key Features
John Davis Recreation Center	2020 SPLOST	70% complete; Expected completion: March 2026	Complete transformation; new gymnasium (seating for 370+), versatile meeting rooms, new pool access building, and a climbing wall .
Mill Line Extension (Phase 2)	2024 SPLOST (PAYGO)	Design underway; Expected construction start: Late Summer 2026	Extends the trail ~2 miles from the Paul Belk Honorary Trailhead down to Burr Park, with on-street accommodations downtown.
Police Dept. Property & Evidence Building Expansion	2020 SPLOST	Virtually complete (waiting on one HVAC component)	7,200 sq. ft addition with 3,000 evidence storage bays, a new processing lab, and a new vehicular bay.

Parks and Recreation Updates (Steve Roberts)

- **Pickleball Complex:**
 - **Status:** Approximately **80% complete**
 - **Features:** 15 lighted courts (3 covered), new building with restrooms/concessions
 - **Delay:** Expected completion is December 20th, but the acrylic finish on the courts will be delayed until spring 2026 due to cold weather requirements (above 40 and rising).
 - **Al Rollins Park (Local Little League Park):**
 - **Status:** Design finished; Looking to bid this month.
 - **Scope:** Re-grade all grass baseball fields with new drainage, new building with **ADA-compliant restrooms**, renovating existing restrooms, and covered batting cages
 - **Heritage Point Park Improvements (Tournament Park):**
 - **Funding:** 2024 SPLOST and a request for the Georgia Outdoor Stewardship (GOSP) grant
 - **Scope:** Renovate the park, build connecting trails/pedestrian bridges, new restroom at the playground, river access point, outdoor classroom pavilion, and replace lights with LED fixtures
 - **Hagmill Lake Paved Trail:** Public Works has just begun the in-house construction to pave the trail around the lake (little over 3 miles)
-

Public Works Projects (Chad Townsend)

- **Pentz Cuyler Streetscape Improvements:** Completed in **August 2025**. Addressed storm drain issues, relocated utilities underground, and updated sidewalks to be ADA-compliant.
 - **Walnut North Drainage Improvements:** All four phases funded by bonded capital. Installed a regenerative stormwater system, detention pond, and stormwater bypass pipe, providing flood reduction to 24 downstream parcels. Received a Georgia APWA Project of the Year Award.
 - **Prater Alley Detention Pond:** Completed in **September 2024**.
 - **Pipelining Program (Trenchless Pipe Rehabilitation):** Completed three projects to date, offering a less intrusive, quicker, and more cost-effective method for repairing failing infrastructure under roads.
 - **Temple Beth El Stormwater Detention Facility and Memorial Park:** Construction anticipated to begin in **February 2026**. Will bring flood reduction and serve as a memorial park commemorating the Jewish community.
 - **North Thornton Sidewalk Improvements:** 90% complete on design; Will install 3,300 linear feet of new sidewalk/curb for pedestrian safety.
 - **East Morris Corridor Improvements:** Awarded a \$2 million grant from the Appalachian Regional Commission (ARC) to expand on the \$2 million from 2024 SPLOST. Construction expected to start **Late 2027**.
 - **Underwood Street Bridge Replacement:** Full replacement budgeted for \$4 million (funded by 2024 SPLOST) with a 50-year lifespan, deemed more cost-beneficial than a repair.
-

Airport Projects (Andrew Wiersma)

The airport projects are primarily related to 20-30-year safety and maintenance issues, along with revenue-generating opportunities.

Project	Funding Source	Status/Completion Date	Key Highlights
Hangar Development Project	75/25 State/Local Grant	95% complete; Substantial completion December 15th	Three new hangar buildings (27,000 sq. ft total). Expected to bring \$150,000 in additional revenue and significant ad valorem tax. The 62x60 hangar will house firefighting aircraft for the Georgia Forestry Commission.
Taxiway Rehab Project	75/25 State/Local Grant	75% complete; Expected completion December 28th	Crack repair and two-inch overlay of taxiways, including widening the ends (fillets) and constructing a new taxiway connector.
Lighting Electrical Rehab Project	Federal Grant (5% local match)	Not yet started; Estimated start March 2026	Replacing all existing runway/taxiway lights, approach lighting, wind cone, segment/circle, and the airport beacon.

Conclusion

- Councilmember Steve Farrow commended the city's strong fiscal management and efficient use of resources. He noted that the city has effectively leveraged federal, state, and SPLOST funds, along with grants secured by staff, to support a wide range of projects. He also highlighted the use of bond funding, which is repaid through the regular city budget, as a key contributor to these efforts.

Despite these financial commitments, Farrow emphasized that the city continues to operate efficiently and deliver essential services.

Conclusion Cont'd

He pointed out the relatively low portion of city taxes on his personal tax bill, stating that the city's share was significantly less than school taxes and even lower than county taxes—despite the city providing its own fire, police, and recreation services.

Farrow concluded by praising city staff for their financial stewardship and their ability to maximize resources without placing additional burdens on taxpayers.

- Katheryn Sellers specifically requested that the North Thornton corridor sidewalk design be mindful of preserving the existing tree cover.
- The city plans to continue periodic work sessions to engage citizens on future projects.

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
DECEMBER 1, 2025

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Nicky Lama, 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 Mock, second Councilmember Lama, 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

SPECIAL RECOGNITION

Mayor Sams and the Council recognized the North Georgia Soccer Academy (NGSA) 2012B Team and presented a Certificate of Recognition for winning the U-13 US Club National Championship in Denver, Colorado in July 2025. Team Coach K thanked and recognized Octavio Perez for the assistance he provided.

MINUTES

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

2026 ALCOHOL APPLICATION RENEWALS

Assistant City Clerk Gesse Cabrera presented 43 renewal Alcohol Beverage applications with six involving changes (new applicant, designated agent, etc.) and 137 having no changes. On the motion of Council member Mock, second Council member Farrow, the applications were approved. Council member Lama recused himself due to him being a license holder. Council members Mock, Goodlett and Farrow voted aye. A copy of the complete list of applications are a part of these minutes.

AIRPORT TAXIWAY REHAB PROJECT CHANGE ORDER NUMBER ONE

Airport Director Andrew Wiersma presented Change Order 1 for the Airport Taxiway Rehab Project. Wiersma stated this change is to add number fifty-seven and number four stone wrapped in geotextile fabric due to sub-grade issues and stated the additional material is covered by the original project budget. On the motion of Councilmember Goodlett, second Councilmember Lama, the Change Order was approved. The vote was unanimous in favor.

AIRPORT HANGAR DEVELOPMENT PROJECT CHANGE ORDER NUMBER SEVEN

Airport Director Andrew Wiersma presented Change Order Number Seven for the Airport Hangar Development Project. Wiersma stated the Change order is for the addition of items like sheet metal, two fire-rated doors, and sidewalk, totaling \$20,780 and is covered by the underrun from Change Order One and the overall project budget. On the motion of Councilmember Mock, second Councilmember Goodlett, the Change Order was approved. The vote was unanimous in favor.

RESOLUTION 25-25 - DONATION OF REAL PROPERTY

City Administrator Andrew Parker presented a Resolution to accept a donation of real property, a 1.47-acre tract (Tax Parcel 12-239-16-012) near the intersection of Harris Street and Third Avenue. Parker stated the donation was offered by OP 2115 LLC through its managing member, Mr. Octavio Perez, and staff recommended preserving it as a natural area due to the steep terrain. On the motion of Councilmember Farrow, second Councilmember Mock, the donation was accepted. The vote was unanimous in favor.

FIRST READING - ORDINANCE 25-24 – REZONING REQUEST FROM WAYNE BURGESS

Zoning Administrator Jean Garland presented a Rezoning Request from Wayne Burgess to rezone a 0.25-acre tract at 913 Riverbend Road from Heavy Manufacturing (M2) to Rural Residential (R5). Garland stated this is the third similar rezoning request in the area this year, as the properties were previously zoned M2 but used as residential. Garland further stated the plan is to demolish the old single-family house and build a duplex. Garland stated the Planning Commission gave a unanimous favorable recommendation.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Lama, second Councilmember Goodlett the meeting was adjourned at approximately 6:24 p.m.

Gesse Cabrera
Deputy City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES OF SPECIAL CALLED WORK SESSION MEETING OF DECEMBER 9, 2025

The Mayor and Council held a meeting on December 9, 2025 in the 2nd Floor East Conference Room at City Hall, which began at 4:30p.m. Present were Mayor Annalee Sams, Councilmember Dennis Mock, Councilmember Nicky Lama, Councilmember Tyree Goodlett, Councilmember Steve Farrow, City Administrator Andrew Parker, Assistant City Administrator Todd Pangle, and City Attorney Jonathan Bledsoe.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Councilmember Farrow, second by Councilmember Lama, and unanimous vote, the Mayor and Council approved the agenda.

BOARD TRAINING

Mayor Sams began the discussion by explaining that there are many citizen board volunteers who may not have had prior experience with requirements for government meetings or service on government boards and that a standard process for onboarding these individuals would benefit City and these individuals. The Mayor and Councilmembers then discussed items of particular concern for training and beginning service, including avoiding conflicts of interest, knowledge of the requirements of the Open Meetings Act and Open Records Act, requirements for a quorum, and state and local ethics requirements. A discussion also occurred regarding the need for some board members to have some basic information on human resources issues and that all board members need to know who to contact in the event of a question on a variety of issues. Resources were discussed, including those provided by the Georgia Municipal Association, and the staff members were requested to begin formalizing a plan for training that would include board chairs and liaisons as the initial contacts.

REVIEW OF BOARDS, AUTHORITIES, AND COMMISSION APPOINTMENTS

Mayor Sams began the discussion by reviewing all current boards, authorities, and commissions. A discussion occurred regarding the purpose of each such entity, whether each such entity was active and currently meeting, and the knowledge and experience which would be helpful for service on each such entity. The Mayor and Councilmembers then reviewed a list of boards with vacancies and members who have terms expiring in the near future. A discussion occurred regarding the process for filling vacancies, and all elected officials were asked to begin considering names for filling the vacancies or potential vacancies discussed, which will occur at a future Mayor and Council meeting. No specific action was taken at this time.

PUBLIC COMMENTARY

Sarah Miller stated that she had recently received two property tax bills, and she expressed her concerns over assessments and the property tax system. Ms. Miller was provided with information on resources for assistance and she was given the contact information of City staff members who will follow up with her on these issues.

at 7:42p.m. upon the motion to adjourn of Councilmember Farrow, second by Councilmember Lama, and unanimous vote.

Annalee Sams, Mayor

Attest:

Tyree Goodlett, Mayor Pro Tempore



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

The request of Wayne Burgess to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 913 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-028)

DEPARTMENT

Planning and Zoning

REQUESTED BY Wayne Burgess

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. 25-24

To rezone property of Burgess Family Investments, LLC from a Heavy Manufacturing (M-2) Classification to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Burgess Family Investments, LLC, by and through its authorized agent, Wayne Burgess, has petitioned for rezoning of certain real Property owned by Burgess Family Investments, LLC from M-2 classification to R-5 classification;

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

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

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

NOW, THEREFORE, BE IT 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. 12-255-03-028 (the “Property”), is hereby rezoned from M-2 classification to R-5 classification.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

SO ORDAINED this _____ day of _____, 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: November 25, 2025

A. SUBJECT: The request of Wayne Burgess to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 913 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-028)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 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 Wayne Burgess.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis, which recommended approval of the R-5 rezoning. There were no further questions for Calhoun.

Wayne Burgess represented the petition and stated that he intends to demolish the aging single-family detached dwelling to build a new duplex dwelling.

The public hearing closed at 7:38 pm.

Recommendation:

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

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

ZONING CASE: Wayne Burgess is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-255-03-028) containing a total of 0.25 acres located at 913 Riverbend Road. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to redevelop the subject property with a duplex dwelling.

The surrounding uses and zoning are as follows: The M-2 zone district can be seen adjacent to the subject property on all but one boundary. The adjacent tracts to the east and west are developed for commercial/industrial use. The southern adjacent tract of land is undeveloped, and the northern adjacent tract of land is zoned R-5 and developed with a single-family detached dwelling.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the convergence of both industrial/commercial and residential development. The subject property can be seen on the edge of a small pocket neighborhood. There are a number of nearby properties that are zoned M-2 that contain residential structures, of which several have been recently rezoned R-5 and R-6. The proposed rezoning of the subject property would restore conformity based on its existing residential character. The R-5 zone district would reflect the zoning and character of several other properties within this pocket neighborhood. The subject property's size is not conducive for industrial land use, however, the R-5 zone district would grant a viable zoning for the subject property.

(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 impact on the values of the adjacent or nearby property values given the similarity in proposed zoning, development, and unit/acre residential density to that of the adjacent and surrounding area. The proposed R-5 rezoning would be far less impactful to the adjacent residential property values than the existing M-2 zone district.

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

The subject property is too small for any type of modern heavy industrial or manufacturing use, and the residential character of this area is far more appropriate. The proposed R-5 rezoning would allow for the subject property to be developed in a manner more appropriate to the adjacent residential properties than could occur under the current M-2 zone.

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

N/A

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

There is no expectation that public water or sewer would be burdened by the proposed development. Utilities are available in this area and the subject property's limited size do not give cause for concern. The proposed unit/acre residential density is similar to that already established throughout this area. The

subject property would be required to provide for off-street parking at a minimum of four spaces for the proposed duplexe.

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

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote public and private investment in aging neighborhoods to catalyze reinvestment in the area. Development patterns for this character area are to promote single-family development and accommodate infill development that complements the scale, style, and setbacks of existing adjacent homes. The proposed R-5 rezoning would be in alignment with the Town Neighborhood Revitalization character area in the Comprehensive Plan based on the existing zoning and development in this area. Duplexes are a permitted use in the adjacent R-5 zone district.

(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 enlarge the adjacent R-5 zone district and shrink the M-2 zone district in this area.

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

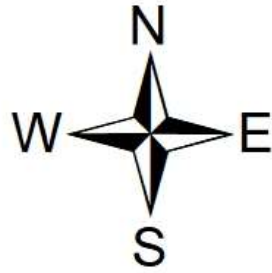
N/A

CONCLUSION:

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

1. The requested R-5 zone district would allow for the subject property to be developed in a manner that is compatible with the established zoning and development of adjacent properties.
2. The Town Neighborhood Revitalization character area in the comprehensive plan would align with the proposed R-5 rezoning at this location based on the existing zoning and development pattern of this area.
3. The R-5 zone district would better protect the values of the adjacent and nearby residential properties than the existing M-2 zone district.

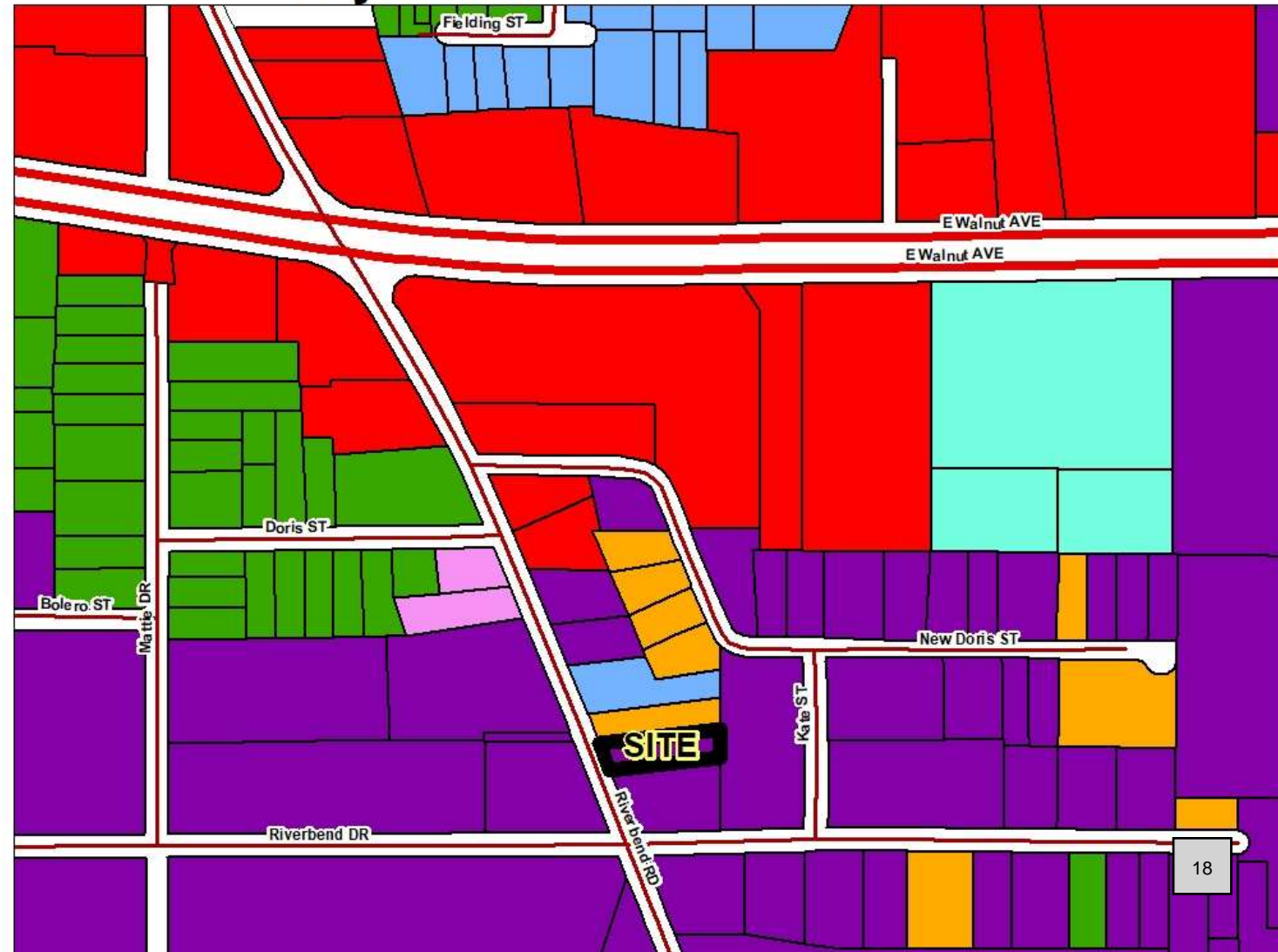
Burgess Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  Mixed Use (MU)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
250



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



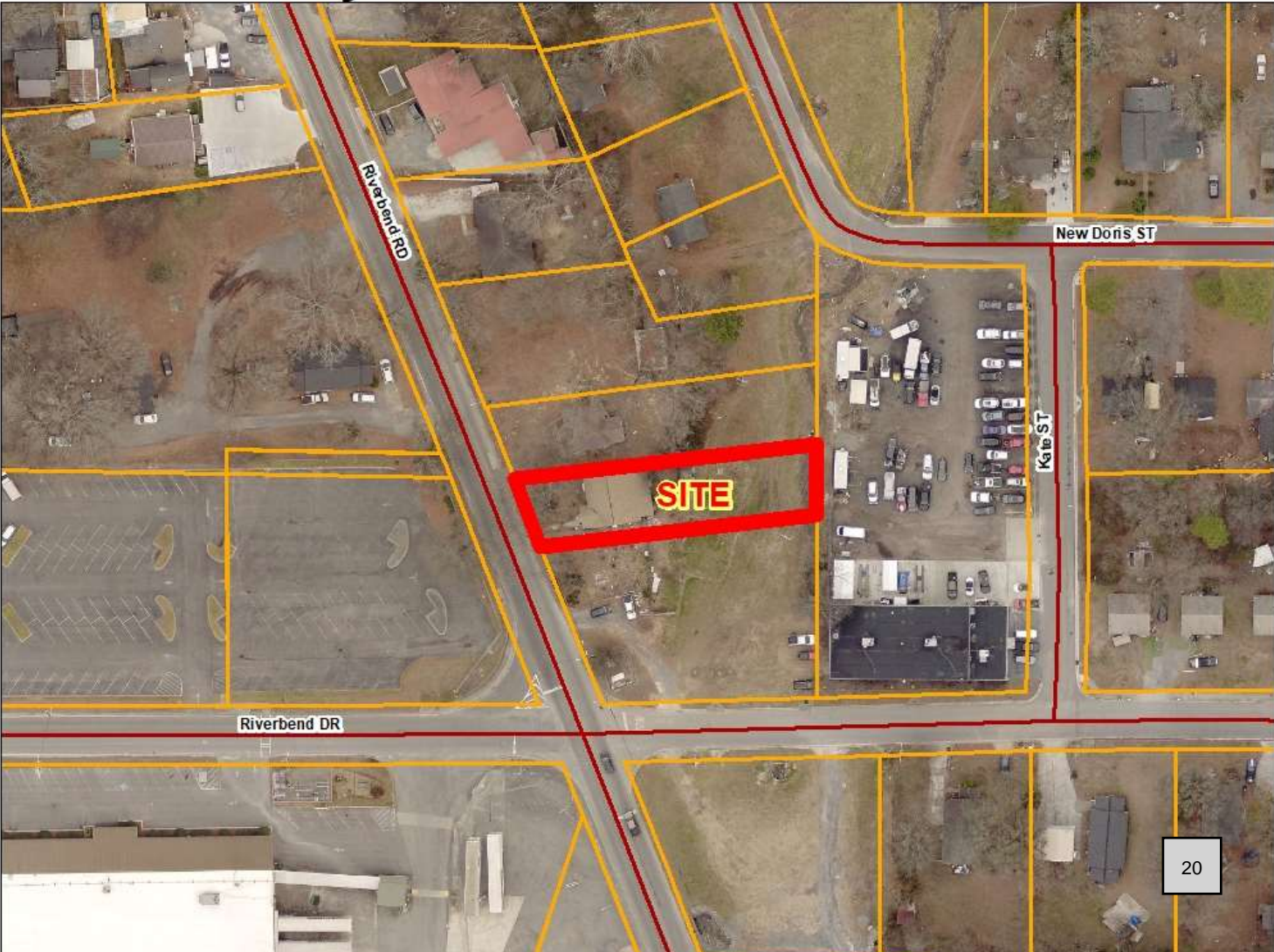
**FEET
250**



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



**FEET
100**



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



FUTURE DEVELOPMENT MAP

- Industrial
- Commercial Corridor
- Town Neighborhood Revitalization

**FEET
250**





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

2026 Alcohol Application Renewals

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:

Renewal of (2) Alcohol applications for 2026 without changes.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

(2) 2026 ALCOHOL APPLICATION RENEWALS				
	DBA	LOC DESCRIPTION	CHANGES	RENEWAL DATE
1	FAMILY DOLLAR #2003	1210 E. MORRIS ST.	NO CHANGE	M&C 12/15/2025
2	JIM'S LIQUOR	1507 E. WALNUT AVE	NO CHANGE	M&C 12/15/2025



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Review of Alcohol Violation

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 Public Safety Commission hearing decision regarding All American Entertainment, LLC d/b/a Big Time Billiards.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Change Order 003 with Cherokee Mechanical for City Hall HVAC Project

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$3,475.00

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

City Hall HVAC Project Change Order 003 with Cherokee Mechanical to Insulate Buffer Tank by striping existing insulation and fab cloth from tank and re-insulate with 1" elastomeric foam (Armaflex).

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Dalton City Hall HVAC Renovations 300 West Waugh Street Dalton, GA 30720	CONTRACT INFORMATION: Contract For: HVAC Replacement Date: November 1, 2024	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: December 9, 2025
OWNER: <i>(Name and address)</i> City of Dalton P.O. Box 1205 Dalton, GA 30722	ENGINEER: <i>(Name and address)</i> March Adams & Associates P.O. Box 3689 Chattanooga, TN 37404	CONTRACTOR: <i>(Name and address)</i> Cherokee Mechanical Inc. 1220 U.S. 41 North Calhoun, GA 30701

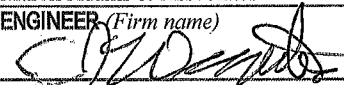

THE CONTRACT IS CHANGED AS FOLLOWS:

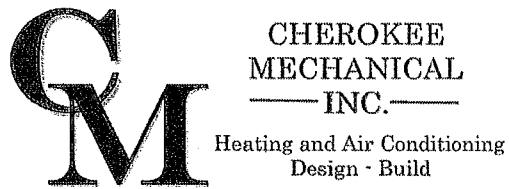
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 1,587,812.50
The net change by previously authorized Change Orders	\$ 39,425.00
The Contract Sum prior to this Change Order was	\$ 1,627,237.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,475.00
The new Contract Sum including this Change Order will be	\$ 1,630,712.50
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

March Adams & Associates ENGINEER <i>(Firm name)</i>  SIGNATURE	Cherokee Mechanical Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE	City of Dalton OWNER <i>(Firm name)</i> SIGNATURE
Jeff Westbrook, Project Manager PRINTED NAME AND TITLE 12/10/2025 DATE	Bryant White, President PRINTED NAME AND TITLE 12/10/2025 DATE	Annalee Harlan Sams, Mayor PRINTED NAME AND TITLE DATE



Change Order Proposal

Date: 12/4/2025

To: Dalton City Hall
Address: Dalton, GA
Project: Insulate Buffer Tank

Quote to strip existing insulation and fab cloth from tank and re-insulate with 1" elastomeric foam (Armaflex).

Total: \$3,475.00

By Bryant L. White Accepted _____ Date _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Lease Amendment with the Emery Center

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

First Amendment to Lease with Emery Center, Inc.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “Amendment”) is made and entered into this ____ day of _____, 2025, and between the City of Dalton, a Georgia municipal corporation (hereinafter called “City”), and The Emery Center, Inc., a Georgia nonprofit corporation (hereinafter called “Lessee”).

WITNESSETH:

WHEREAS, the parties entered into that certain Lease Agreement dated July 17, 2023 (the “Lease”), pursuant to which City has leased to the Lessee certain real estate as described therein (the “Property”); and

WHEREAS, the parties have agreed to reinstate and amend the Lease to reflect the current agreement between the parties;

NOW THEREFORE, for and in consideration in the sum of ten dollars (\$10.00) and hand paid, the premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

1. The parties hereto acknowledge that the above recitals to this Amendment are true and correct, and they agree that the same are incorporated by reference into the body of this Amendment.
2. The parties do hereby agree to reinstate, amend, and modify the Lease to provide as follows:
Unless extended or sooner terminated as otherwise set forth herein, this Lease shall terminate at 11:59 p.m. on December 31, 2027.
3. Except as herein specifically modified, all of the terms, conditions and provisions of the Lease are hereby affirmed and shall remain in full force and effect.
4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. All capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
6. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Amendment. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.
7. This Amendment may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Amendment.

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

CITY:
City of Dalton, Georgia

LEESSEE:
The Emery Center, Inc.

By: _____
Title: Mayor

By: _____
Title:

Attest: _____
Title: City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Resolution 25-26 Extending the Moratorium on the Opening of Certain Businesses

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The City hereby extends the emergency temporary moratorium on approval of any new Regulated Businesses, that engage primarily in the retail sale of low THC oil, tobacco products, tobacco related objects, products containing cannabidiol ("CBD"), alternative nicotine products, and vapor products (collectively "Vape Shops"); adult entertainment establishments; event centers; extended stay hotels; stores that operate coin operated amusement machines ("COAM"); pawnbrokers, pawn shops, and title pawn stores ("Pawn which have not already applied for a license, permit, or other approval prior to 5:00p.m. on June 30, 2025, to continue for through and including March 31, 2026 unless said moratorium is repealed or extended.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-26

A RESOLUTION EXTENDING THE MORATORIUM ON THE OPENING OF CERTAIN BUSINESSES

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

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

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

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

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

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

WHEREAS, a temporary moratorium was entered on Jun 30, 2025 to conduct a review of the Regulated Businesses and to determine where and under what terms and conditions it is most appropriate for the Regulated Businesses to operate in order to ensure the health, safety, and welfare of the community and to analyze consistency with the City of Dalton Joint Comprehensive Plan; and

WHEREAS, the temporary moratorium expires by its current terms on December 31, 2025; and

WHEREAS, the City needs additional time to complete its review and finalize the most appropriate regulations for the Regulated Businesses; and

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

WHEREAS, the City has determined that it is in the best interests of the residents of the City to extend the temporary moratorium for three months, through and including March 31, 2026, on the Regulated Businesses to ensure uniformity of regulation and that all new regulations are in

the best interest of the health, safety and welfare of residents of the City and consistent with the City of Dalton Joint Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED, the City hereby extends the emergency temporary moratorium on approval of any new Regulated Businesses, which have not already applied for a license, permit, or other approval prior to 5:00p.m. on June 30, 2025, to continue for through and including March 31, 2026 unless said moratorium is repealed or extended; and

BE IT FURTHER RESOLVED, that during the moratorium neither the City nor any department or staff member shall accept applications for any new Regulated Businesses or issue licenses, permits, occupational tax certificates, or other approvals of any kind for the opening of any Regulated Businesses, which have not already applied for a license, permit, or other approval prior to 5:00p.m. on June 30, 2025; and

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

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

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

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

SO RESOLVED, this ____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Resolution 25-27 Resolution Authorizing Municipal Property Easement

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The Georgia Department of Transportation (“DOT”) and Toombs County, Georgia has requested certain easements from Dalton Utilities and other owners of the Plant Hatch Property for the purposes of constructing and maintaining a driveway over and across the easement areas as more particularly described in that certain Construction and Maintenance Easement, Georgia Department of Transportation Driveway Easement.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-27

RESOLUTION AUTHORIZING MUNICIPAL PROPERTY EASEMENT

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Toombs County, Georgia (the “Plant Hatch Property”); and

WHEREAS, the Georgia Department of Transportation (“DOT”) and Toombs County, Georgia has requested certain easements from Dalton Utilities and other owners of the Plant Hatch Property for the purposes of constructing and maintaining a driveway over and across the easement areas as more particularly described in that certain (i) Construction and Maintenance Easement, (ii) Georgia Department of Transportation Driveway Easement, and (iii) Georgia Department of Transportation Driveway Easement as more fully described in the above-referenced easements attached hereto as Exhibit “A,” Items 1-3, and incorporated herein by reference (the “Easements”); and

WHEREAS, Dalton Utilities has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above described Easements and accordingly, under the authority of O.C.G.A. § 36-37-6(e)(2)(D), has approved such Easements and recommended approval of such Easements to the Mayor and Council of the City of Dalton, a copy of the form of such resolution of Dalton Utilities maintained in the records of Dalton Utilities is attached hereto as Exhibit “B” and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED, that Dalton Utilities or the City, as the case may be, is hereby authorized to convey the easement rights in the Plant Hatch Property as set forth in the Easements and to execute the same, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and she hereby is, authorized and empowered to take such action and to execute for and on behalf of the City the Easements and such other documents, instruments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

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

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, papers, and documents executed and delivered in connection therewith

shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, papers, and other documents on behalf of the City.

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

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

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

SO RESOLVED, this _____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

EXHIBIT “A”

Easements

See attached.

Please Return To: Dubberly Law Firm, LLC
PO BOX 458
Glennville, GA 30427

CONSTRUCTION AND MAINTENANCE EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire to construct a permanent easement as shown on the attached plat.

NOW, THEREFORE, for value received, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY) AND MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, do Hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required driveway, within the easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said rights being 0 linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

We hereby warrant that we have the right to sell and convey said land and bind ourselves, our heirs, executors and administrators forever to defend by virtue of these presents.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set my hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

Jennifer H. Winn (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

Kristi L. Dow (L.S.)
Kristi L. Dow
Assistant Secretary

Ira B. Baker
Witness
Cassandra Faye Stafford
Notary Public



Parcel No. 2

R/W 529

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALISA M. BLOODWORTH, CEO

Witness

_____(L.S.)
KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 2

R/W 529

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered

this _____ day of _____,
2025, in the presence of:

(L.S.)

MEMBER

Witness

(L.S.)

MEMBER

Notary Public

Parcel 2

R/W 529

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 2
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

All that tract or parcel of land lying and being in 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

ALSO, granted is the right to construct and maintain any required slopes within the easement area shown on the attached plat.

Beginning at a point 126.81 feet left of and opposite Station 183+28.79 on the construction centerline of US 1/SR 4 from S of Plant Hatch to S of George Hill /CR 106 on Georgia Highway Project No. 522200; running thence N 84°02'59.1" W a distance of 9.51 feet to a point 136.31 feet left of and opposite station 183+28.79 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 181.19 feet to a point 136.31 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 18.01 feet to a point 154.32 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 180.15 feet to a point 154.32 feet left of and opposite station 186+90.13 on said construction centerline laid out for US1/SR4; thence N 84°31'59.0" W a distance of 15.68 feet to a point 170.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence N 5°50'34.1" E a distance of 123.01 feet to a point 170.23 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 22.38 feet to a point 192.61 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 38.69 feet to a point 192.61 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 23.85 feet to a point 216.46 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 156.48 feet to a point 216.46 feet left of and opposite station 190+08.37 on said construction centerline laid out for US1/SR4; thence N 19°26'00.3" E a distance of 342.83 feet to a point 126.75 feet left of and opposite station 193+49.06 on said construction centerline laid out for US1/SR4; thence S 3°37'28.2" W a distance of 243.80 feet to a point 125.86 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence N 84°58'29.2" W a distance of 9.14 feet to a point 135.00 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence S 5°50'32.2" W a distance of 407.81 feet to a point 135.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 84°02'58.2" E a distance of 8.28 feet to a point 126.72 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 5°57'47.7" W a distance of 361.21 feet back to the point of beginning. Containing 0.930 acres more or less.

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
PC 190+02.88	709482.2018	596242.3486
PT 194+77.61	709935.6297	596272.8416

Curve 9 ACCESS RD.
 P1 STA 7+39.91
 R= 709866.5987
 E= 596101.1397
 DELTA= 99°42'13.9" (LT)
 D= 03'30.00/34'
 L= 277.44
 R= 1636.90
 S.E. M.C.

Curve 10 ACCESS RD.
 P1 STA 7+68.9
 R= 709935.120
 E= 596066.6063
 DELTA= 98°07'01.1" (RT)
 D= 03'30.00/34'
 L= 278.91
 R= 1636.90
 S.E. M.C.

Curve 4 US 1584
 P1 STA 192+40.37
 R= 709118.4123
 E= 596286.3690
 DELTA= 04°32'00.1" (LT)
 D= 00'57.17/35'
 L= 237.49
 R= 444.13
 E= 447.00
 S.E. M.C.

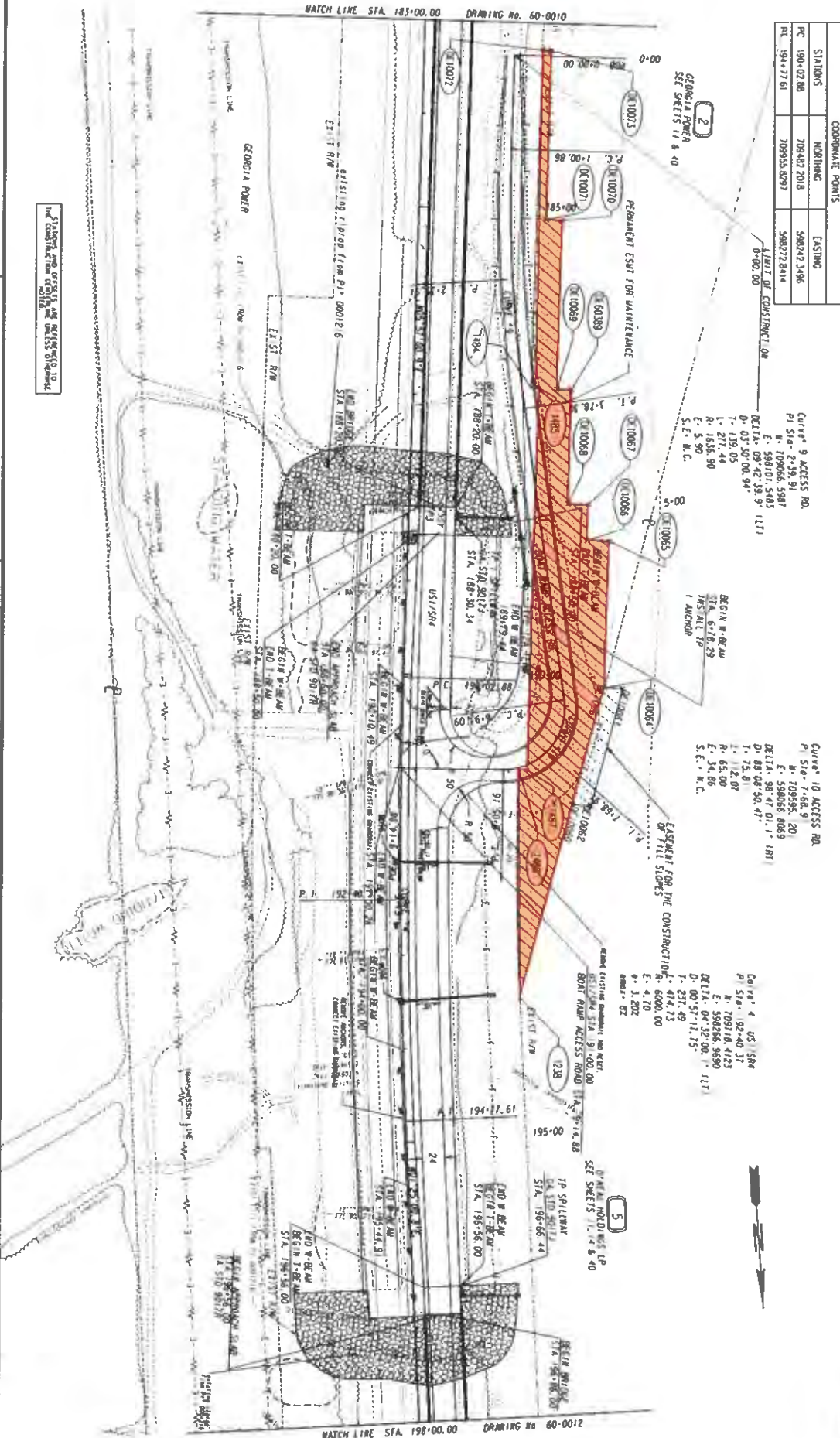
Curve 5
 P1 STA 196+66.44
 R= 709118.4123
 E= 596286.3690
 DELTA= 04°32'00.1" (LT)
 D= 00'57.17/35'
 L= 237.49
 R= 444.13
 E= 447.00
 S.E. M.C.

PROPERTY AND EXISTING ROW LINE
 CONSTRUCTION ROW LINE
 EASEMENT FOR CONSTRUCTION
 EASEMENT FOR CONSTRUCTION
 EASEMENT FOR CONSTRUCTION

SCALE IN FEET
 0 50 100 200

DATE	REVISIONS	DATE	REVISIONS
09/01/18	01		
09/01/18	02		
09/01/18	03		
09/01/18	04		
09/01/18	05		
09/01/18	06		
09/01/18	07		
09/01/18	08		
09/01/18	09		
09/01/18	10		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 100800-054-001023
 COUNTY: FLORENCE
 LAND DISTRICT: A1A
 DATE: 02/09/18
 SHEET: 0251
 DRAWING NO. 60-0011



60-0040

RETURN TO: DUBBERLY LAW FIRM, LLC
P.O. BOX 458
GLENNVILLE, GA 30427

GEORGIA DEPARTMENT OF TRANSPORTATION

DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to

install additional driveways on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[Signature] (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

[Signature] (L.S.)
Kristi L. Dow
Assistant Secretary



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____, _____(L.S.)
2025, in the presence of: ANNALISA M. BLOODWORTH, CEO

_____(L.S.)
Witness KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 1A

Rev. 08-01-2010

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
MEMBER

Witness

_____(L.S.)
MEMBER

Notary Public

CITY OF DALTON

Signed, Sealed and Delivered
this _____ day of _____, _____ (L.S.)
2025, in the presence of: ANNALEE SAMS, MAYOR

Witness BERNADETTE CHATTAM, CITY CLERK (L.S.)

Notary Public

Parcel No. 1A

Rev. 08-01-2010

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 1A
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220; running thence N 35°58'20.9" W a distance of 30.27 feet to a point 134.86 feet left of and opposite station 136+88.44 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 135.21 feet left of and opposite station 137+18.47 on said construction centerline laid out for US1/SR4; thence N 48°33'56.9" E a distance of 29.22 feet to a point 115.97 feet left of and opposite station 137+40.54 on said construction centerline laid out for US1/SR4; thence S 5°55'25.5" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

AND

Driveway Easement Two

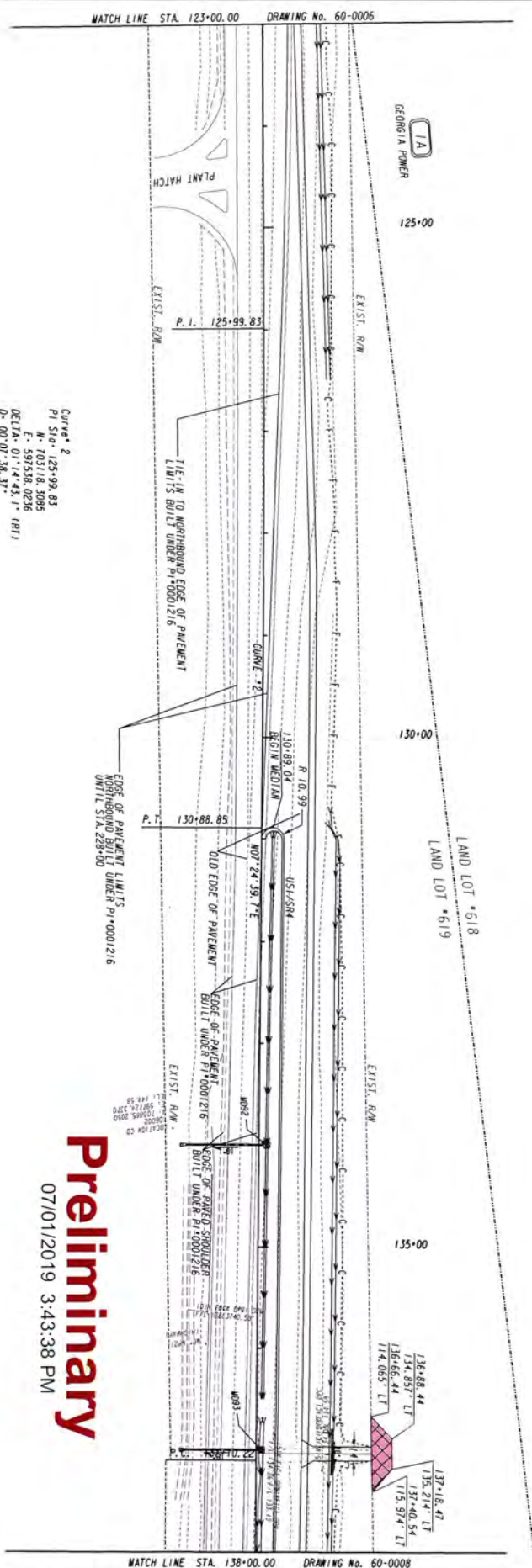
All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220; running thence N 35°56'10.3" W a distance of 30.25 feet to a point 147.04 feet left of and opposite station 144+37.45 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 146.82 feet left of and opposite station 144+67.56 on said construction centerline laid out for US1/SR4; thence N 48°33'18.5" E a distance of 29.21 feet to a point 127.17 feet left of and opposite station 144+89.25 on said construction centerline laid out for US1/SR4; thence S 5°56'18.8" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
PI	125+99.83	703117.9944
PC	137+10.22	704219.4567



Preliminary
07/01/2019 3:43:38 PM

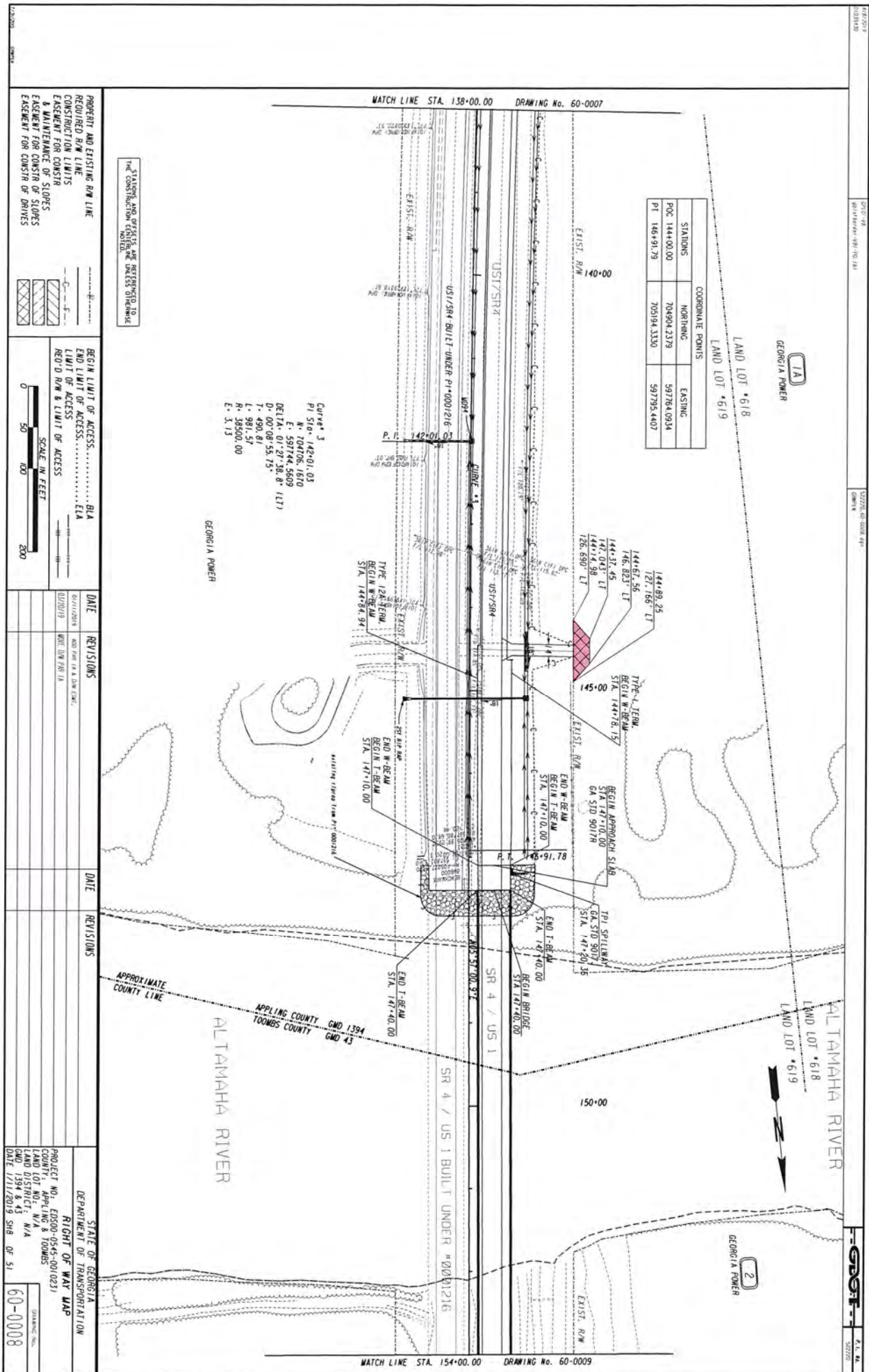
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PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES				
	<p>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....BLA LIMIT OF ACCESS ROW LIMIT OF ACCESS</p> <p>SCALE IN FEET</p>			
DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO.: E2000-0545-001(023) COUNTY: APPLING LAND LOT NO.: N/A LAND DISTRICT: N/A DATE: 2/20/2018 SHZ 0651
02/20/19	ADD ROAD L.A. & ROW EASEMENT ADD LIMIT OF LABEL "PINE 1"			
DRAWING NO.: 60-0007				

STATIONS AND OFFSETS ARE REFERENCED TO THE CONSTRUCTION CENTERLINE UNLESS OTHERWISE NOTED.

DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: EDS00-0545-0010231	
COUNTY: APRING	
LAND LOT NO: N/A	
LAND DISTRICT: N/A	
GND 1394	
DATE 2/09/2018 SH7	0551
60-0000	DRAWING

THAMMAG NO.
0007



[illegible]

RETURN TO: DUBBERLY LAW FIRM, LLC
P.O. BOX 458
GLENNVILLE, GA 30427

GEORGIA DEPARTMENT OF TRANSPORTATION

DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection

with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

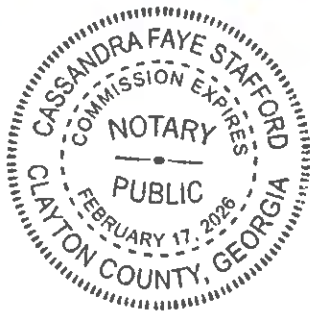
Jennifer H. Winn (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

Lia P. Boh
Witness

Kristi L. Dow (L.S.)

Kristi L. Dow
Assistant Secretary

Cassandra Faye Stafford
Notary Public



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALISA M. BLOODWORTH, CEO

Witness

_____(L.S.)
KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 1A

Rev. 08-01-2010

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered

this _____ day of _____,
2025, in the presence of:

(L.S.)

MEMBER

Witness

(L.S.)

MEMBER

Notary Public

CITY OF DALTON

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALEE SAMS, MAYOR

Witness

_____(L.S.)
BERNADETTE CHATTAM, CITY CLERK

Notary Public

Parcel No. 1A

Rev. 08-01-2010

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 1A
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220; running thence N 35°58'20.9" W a distance of 30.27 feet to a point 134.86 feet left of and opposite station 136+88.44 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 135.21 feet left of and opposite station 137+18.47 on said construction centerline laid out for US1/SR4; thence N 48°33'56.9" E a distance of 29.22 feet to a point 115.97 feet left of and opposite station 137+40.54 on said construction centerline laid out for US1/SR4; thence S 5°55'25.5" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

AND

Driveway Easement Two

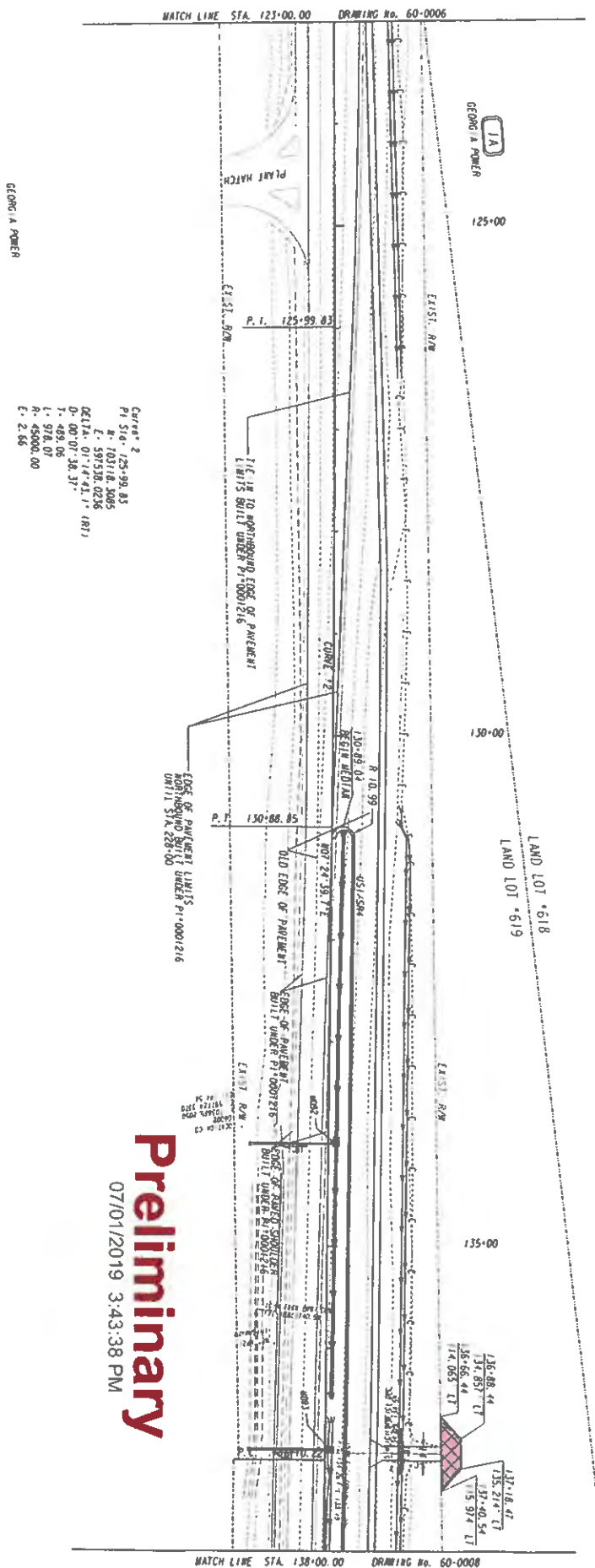
All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220; running thence N 35°56'10.3" W a distance of 30.25 feet to a point 147.04 feet left of and opposite station 144+37.45 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 146.82 feet left of and opposite station 144+67.56 on said construction centerline laid out for US1/SR4; thence N 48°33'18.5" E a distance of 29.21 feet to a point 127.17 feet left of and opposite station 144+89.25 on said construction centerline laid out for US1/SR4; thence S 5°56'18.8" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
91	725+99.83	703117.99+4
PC	137+10.22	704219.4567
		597601.2531



Preliminary
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EXHIBIT “B”

RESOLUTIONS OF THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITES AUTHORIZING MUNICIPAL PROPERTY EASEMENT

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Toombs County, Georgia (the “Plant Hatch Property”); and

WHEREAS, the Georgia Department of Transportation (“DOT”) and Toombs County, Georgia has requested certain easements from Dalton Utilities and other owners of the Plant Hatch Property for the purposes of constructing and maintaining a driveway over and across the easement areas as more particularly described in that certain (i) Construction and Maintenance Easement, (ii) Georgia Department of Transportation Driveway Easement, and (iii) Georgia Department of Transportation Driveway Easement as more fully described in the above-referenced easements attached hereto as Exhibit “1,” Items (a)-(c), and incorporated herein by reference (the “Easements”); and

WHEREAS, Dalton Utilities has determined that with the concurrence of the City of Dalton it is consistent with the best interests of Dalton Utilities for the City of Dalton to convey the easement rights to the Plant Hatch Property as set forth in the Easements under the authority of O.C.G.A. § 36-37-6(e)(2)(D), subject to the parties’ satisfaction of statutory formalities governing the effectuation of conveyance of said Easements;

NOW, THEREFORE, BE IT RESOLVED, that the proposed transfer and disposition of the easement rights set forth in the Easements is hereby approved, and Dalton Utilities is hereby authorized to enter into and execute the Easements, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that Dalton Utilities recommends to the Mayor and Council of the City of Dalton that they approve the proposed transfer and disposition of the easement rights as set forth in the Easements and authorize the appropriate officials of the City of Dalton to execute the Easements, subject to fulfillment of all legal conditions precedent.

BE IT FURTHER RESOLVED, that that subject to fulfillment of all legal conditions precedent, the Chairman, Vice Chairman, and/or President of Dalton Utilities (the “Authorized Officers”) be, and each hereby is, authorized and empowered to take such action and to execute for and on behalf of Dalton Utilities such documents, instruments, and papers which, in the judgment of any of the Authorized Officers, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by any of the Authorized Officers on behalf of Dalton Utilities, and the execution of such agreements, instruments, papers, and documents by any of the Authorized Officers on behalf of Dalton Utilities is herein authorized and shall be conclusive evidence of any such approval.

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

BE IT FURTHER RESOLVED, that the signature of any Authorized Officer to any of the consents, agreements, instruments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such consents, agreements, instruments, papers, and other documents on behalf of Dalton Utilities.

BE IT FURTHER RESOLVED, that any and all actions heretofore taken by any of the Authorized Officers of Dalton Utilities relating to or in connection with the proposed transaction be, and the same hereby are, approved, ratified, and confirmed as the duly authorized actions of Dalton Utilities.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities' seal appearing on any agreement, instrument, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities' seal on any such agreement, instrument, paper or other documents shall not affect its validity or the obligation of Dalton Utilities thereunder.

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

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

SO ADOPTED, this ____ day of _____, 20____.

BOARD OF WATER, LIGHT AND SINKING
FUND COMMISSIONERS OF THE CITY OF
DALTON, GEORGIA D/B/A DALTON
UTILITIES

By:_____

Chairman

Attest:_____

Secretary

(SEAL)

EXHIBIT “1”

Easements

See attached.

Please Return To: Dubberly Law Firm, LLC
PO BOX 458
Glennville, GA 30427

CONSTRUCTION AND MAINTENANCE EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire to construct a permanent easement as shown on the attached plat.

NOW, THEREFORE, for value received, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY) AND MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, do Hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required driveway, within the easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said rights being 0 linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

We hereby warrant that we have the right to sell and convey said land and bind ourselves, our heirs, executors and administrators forever to defend by virtue of these presents.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set my hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

Jennifer H. Winn (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

Kristi L. Dow (L.S.)
Kristi L. Dow
Assistant Secretary

Ira B. Baker
Witness
Cassandra Faye Stafford
Notary Public



Parcel No. 2

R/W 529

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALISA M. BLOODWORTH, CEO

Witness

_____(L.S.)
KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 2

R/W 529

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered

this _____ day of _____,
2025, in the presence of:

(L.S.)

MEMBER

Witness

(L.S.)

MEMBER

Notary Public

Parcel 2

R/W 529

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 2
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

All that tract or parcel of land lying and being in 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

ALSO, granted is the right to construct and maintain any required slopes within the easement area shown on the attached plat.

Beginning at a point 126.81 feet left of and opposite Station 183+28.79 on the construction centerline of US 1/SR 4 from S of Plant Hatch to S of George Hill /CR 106 on Georgia Highway Project No. 522200; running thence N 84°02'59.1" W a distance of 9.51 feet to a point 136.31 feet left of and opposite station 183+28.79 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 181.19 feet to a point 136.31 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 18.01 feet to a point 154.32 feet left of and opposite station 185+09.98 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 180.15 feet to a point 154.32 feet left of and opposite station 186+90.13 on said construction centerline laid out for US1/SR4; thence N 84°31'59.0" W a distance of 15.68 feet to a point 170.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence N 5°50'34.1" E a distance of 123.01 feet to a point 170.23 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 22.38 feet to a point 192.61 feet left of and opposite station 188+13.01 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 38.69 feet to a point 192.61 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 84°02'59.1" W a distance of 23.85 feet to a point 216.46 feet left of and opposite station 188+51.69 on said construction centerline laid out for US1/SR4; thence N 5°57'00.9" E a distance of 156.48 feet to a point 216.46 feet left of and opposite station 190+08.37 on said construction centerline laid out for US1/SR4; thence N 19°26'00.3" E a distance of 342.83 feet to a point 126.75 feet left of and opposite station 193+49.06 on said construction centerline laid out for US1/SR4; thence S 3°37'28.2" W a distance of 243.80 feet to a point 125.86 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence N 84°58'29.2" W a distance of 9.14 feet to a point 135.00 feet left of and opposite station 191+00.00 on said construction centerline laid out for US1/SR4; thence S 5°50'32.2" W a distance of 407.81 feet to a point 135.00 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 84°02'58.2" E a distance of 8.28 feet to a point 126.72 feet left of and opposite station 186+90.00 on said construction centerline laid out for US1/SR4; thence S 5°57'47.7" W a distance of 361.21 feet back to the point of beginning. Containing 0.930 acres more or less.

COORDINATE POINTS		
STATIONS	NORTHING	EASTING
PC 190+02.86	709487.2018	596242.3486
PT 194+77.61	709935.6297	596272.8416

Curve 9 ACCESS RD.
 P1 STA 7+39.91
 R= 709866.5987
 E= 596101.1397 (LT)
 DELTA= 99°42'13.9" (LT)
 D= 03'30.00' 34"

Curve 10 ACCESS RD.
 P1 STA 7+68.9
 R= 709935.120
 E= 596066.6063
 DELTA= 98°07'01.1" (RT)
 D= 03'30.00' 34"

Curve 4 US 1584
 P1 STA 192+40.37
 R= 709118.4123
 E= 596286.3690
 DELTA= 04°32'00.1" (LT)
 D= 00°51'17.75"

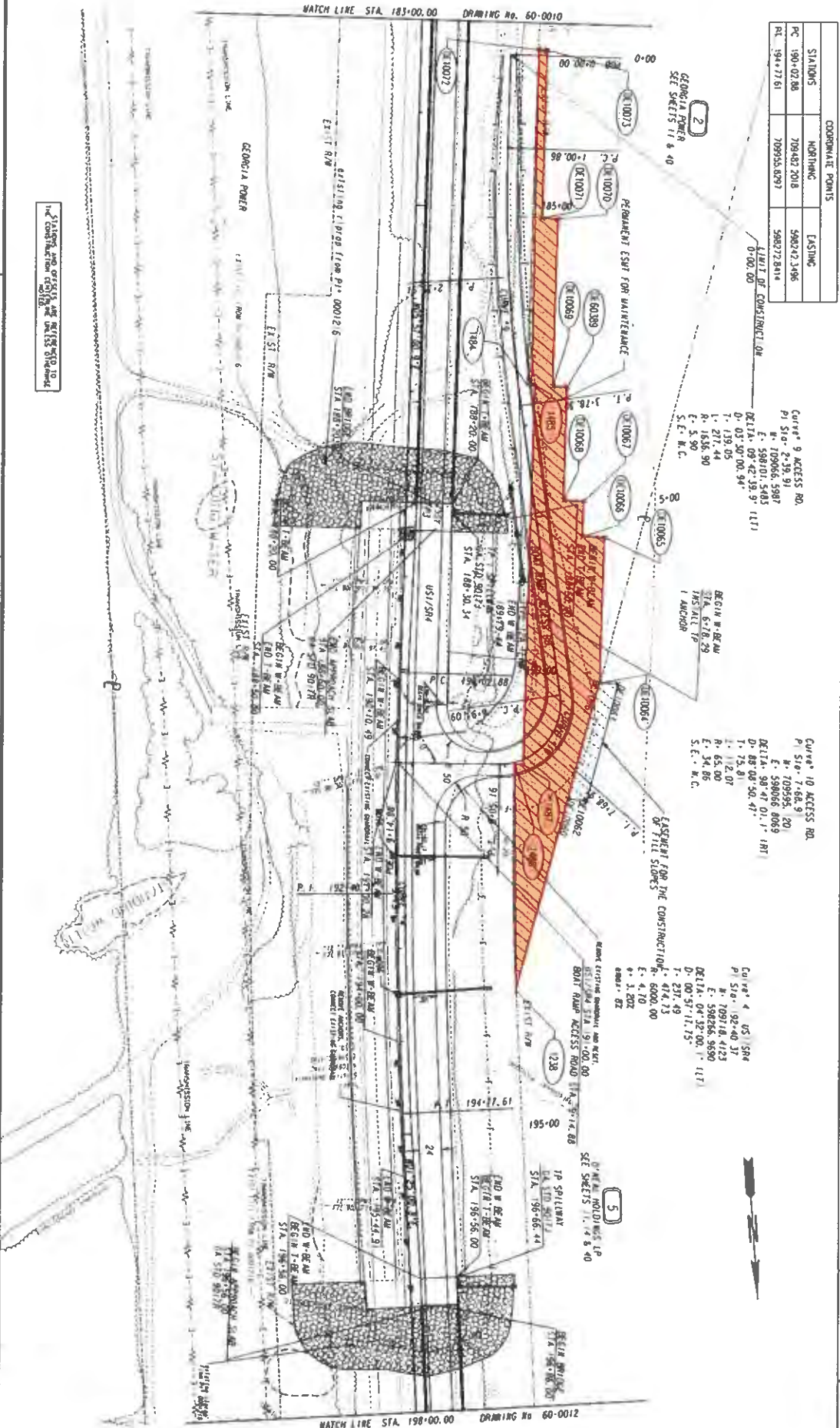
Curve 5
 P1 STA 196+66.44
 R= 709118.4123
 E= 596286.3690
 DELTA= 04°32'00.1" (LT)
 D= 00°51'17.75"

PROPERTY AND EXISTING ROW LINE
 CONSTRUCTION ROW LINE
 EASEMENT FOR CONSTRUCTION
 EASEMENT FOR CONSTRUCTION
 EASEMENT FOR CONSTRUCTION

SCALE IN FEET
 0 50 100 200

DATE	REVISIONS	DATE	REVISIONS
09/01/18	1		
09/01/18	2		
09/01/18	3		
09/01/18	4		
09/01/18	5		
09/01/18	6		
09/01/18	7		
09/01/18	8		
09/01/18	9		
09/01/18	10		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 100800-054-001023
 COUNTY: FLORENCE
 LAND DISTRICT: A1A
 DATE: 02/09/18
 SHEET: 0F51
 DRAWING NO. 60-0011



RETURN TO: DUBBERLY LAW FIRM, LLC
P.O. BOX 458
GLENNVILLE, GA 30427

GEORGIA DEPARTMENT OF TRANSPORTATION

DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to

install additional driveways on the land without the prior written consent of the Grantor. In connection with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[Signature] (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

[Signature] (L.S.)
Kristi L. Dow
Assistant Secretary



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____, _____(L.S.)
2025, in the presence of: ANNALISA M. BLOODWORTH, CEO

_____(L.S.)
Witness KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 1A

Rev. 08-01-2010

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
MEMBER

Witness

_____(L.S.)
MEMBER

Notary Public

CITY OF DALTON

Signed, Sealed and Delivered
this _____ day of _____, _____ (L.S.)
2025, in the presence of: ANNALEE SAMS, MAYOR

Witness BERNADETTE CHATTAM, CITY CLERK (L.S.)

Notary Public

Parcel No. 1A

Rev. 08-01-2010

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 1A
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

Driveway Easement One

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 114.06 feet left of and opposite Station 136+66.44 on the construction centerline of US 1 and Plant Hatch on Georgia Highway Project No. 522220; running thence N 35°58'20.9" W a distance of 30.27 feet to a point 134.86 feet left of and opposite station 136+88.44 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 135.21 feet left of and opposite station 137+18.47 on said construction centerline laid out for US1/SR4; thence N 48°33'56.9" E a distance of 29.22 feet to a point 115.97 feet left of and opposite station 137+40.54 on said construction centerline laid out for US1/SR4; thence S 5°55'25.5" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

AND

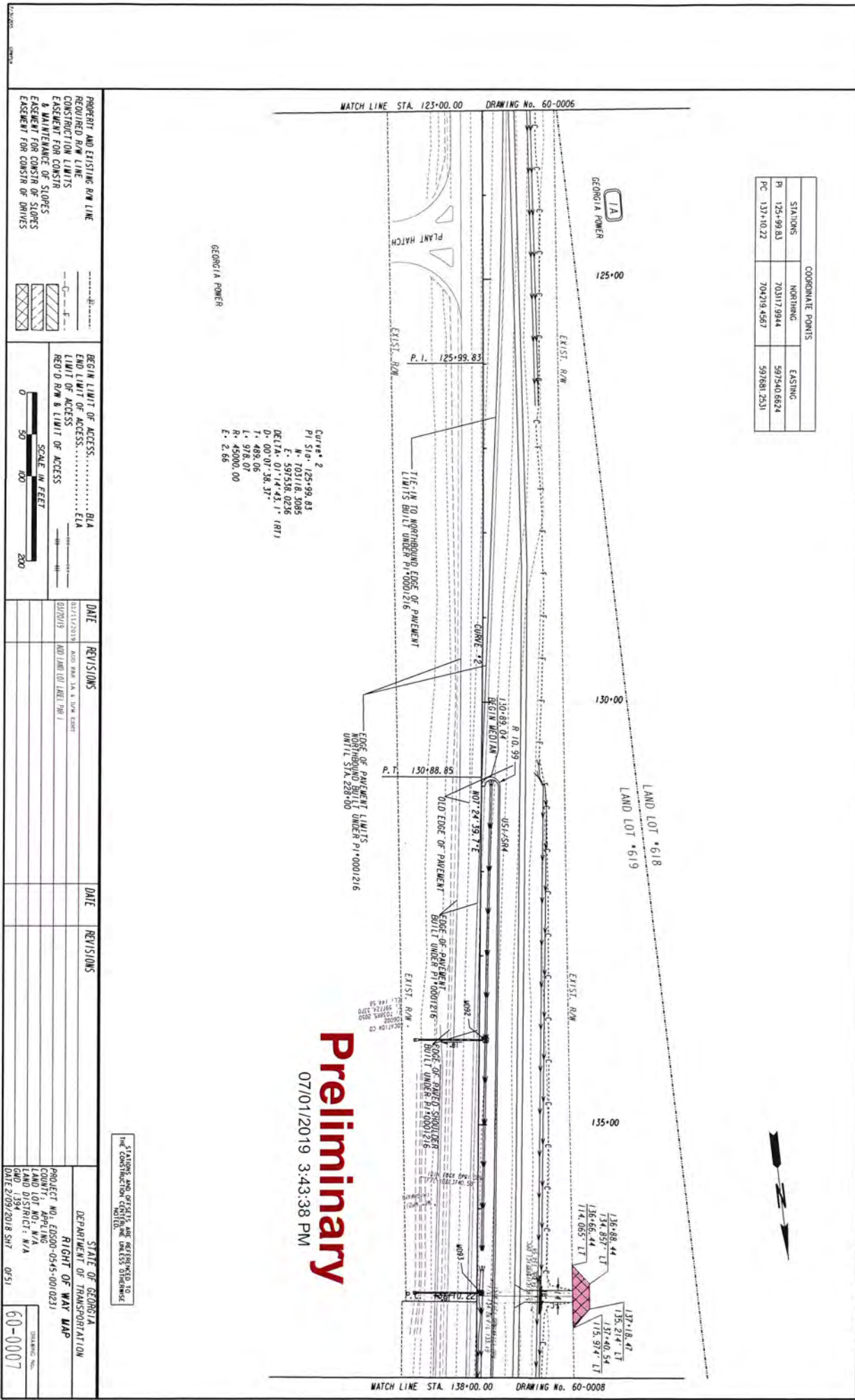
Driveway Easement Two

All that tract or parcel of land lying and being in 1394 & 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Also, granted is the right to an easement for the construction of a driveway as shown on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

Beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220; running thence N 35°56'10.3" W a distance of 30.25 feet to a point 147.04 feet left of and opposite station 144+37.45 on said construction centerline laid out for US1/SR4; thence N 6°43'39.5" E a distance of 30.00 feet to a point 146.82 feet left of and opposite station 144+67.56 on said construction centerline laid out for US1/SR4; thence N 48°33'18.5" E a distance of 29.21 feet to a point 127.17 feet left of and opposite station 144+89.25 on said construction centerline laid out for US1/SR4; thence S 5°56'18.8" W a distance of 74.02 feet back to the point of beginning. Containing 0.024 acres more or less.

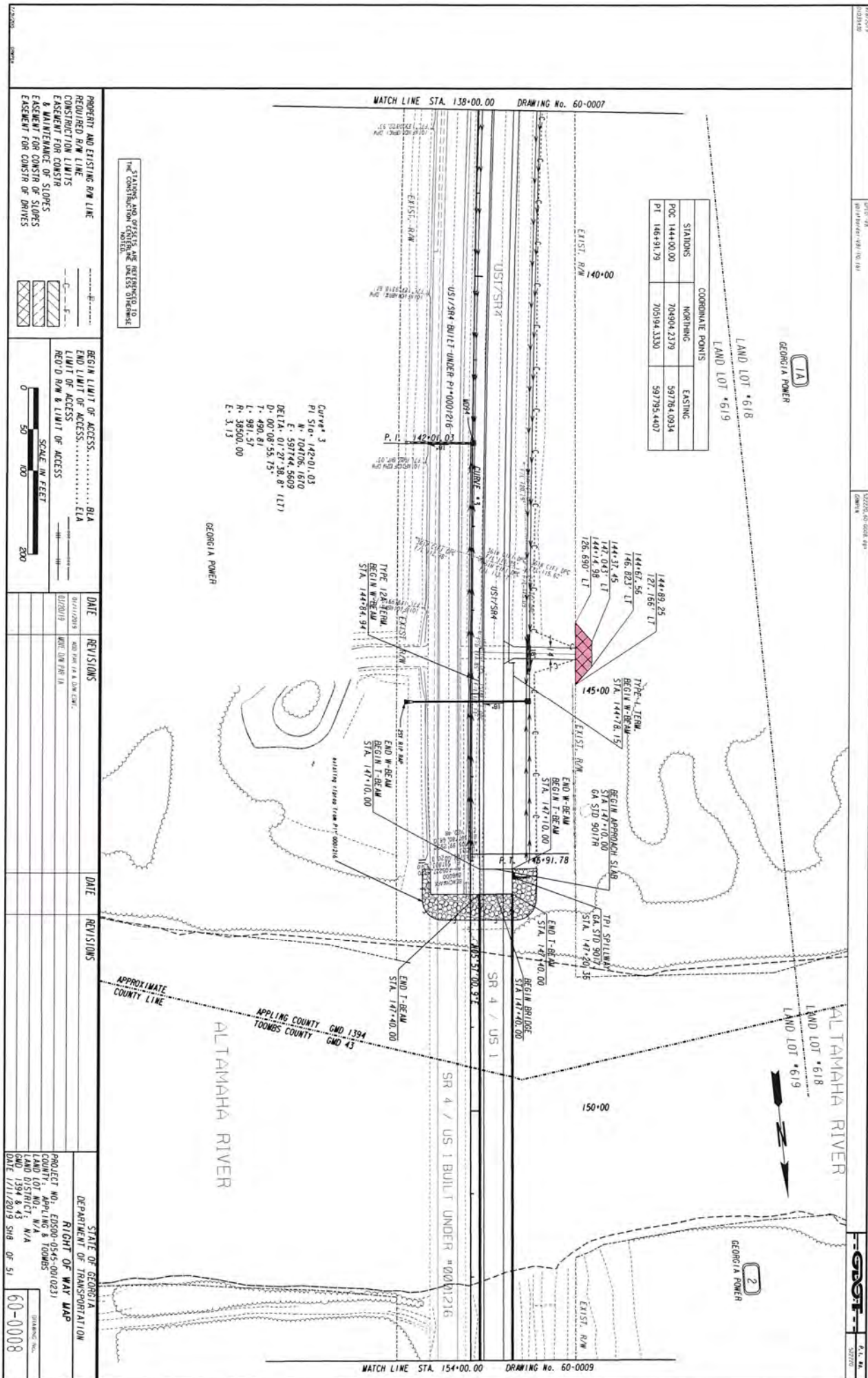


PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
REQUIRED R/W LINE	END LIMIT OF ACCESS	02/17/2019	ADD ROAD J.A. & LON. EIGHT			PROJECT NO. E0500-0545-001 0231
CONSTRUCTION LIMITS	END LIMIT OF ACCESS	02/20/19	ADD LAND (D) LANE 1			COUNTY, APPLICANT
EASEMENT FOR CONSTRUCTION	END LIMIT OF ACCESS					LAND LOT NO. N/A
EASEMENT FOR CONSTRUCTION	END LIMIT OF ACCESS					LAND LOT NO. N/A
EASEMENT FOR CONSTRUCTION	END LIMIT OF ACCESS					DATE 2/09/2018 SH7 OF 51

0 50 100 200
SCALE IN FEET

07/01/2019 3:43:38 PM

60-0007



RETURN TO: DUBBERLY LAW FIRM, LLC
P.O. BOX 458
GLENNVILLE, GA 30427

GEORGIA DEPARTMENT OF TRANSPORTATION

DRIVEWAY EASEMENT

GEORGIA, TOOMBS COUNTY

THIS CONVEYANCE made and executed the 3rd day of June, 2025.

WHEREAS, the Department of Transportation and the County of Toombs, Georgia, desire the right to an easement for the construction of a driveway as shown on the attached plat. The construction beginning at a point 126.69 feet left of and opposite Station 144+14.98 on the construction centerline of US 1 on Georgia Highway Project No. 522220.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, We, GEORGIA POWER COMPANY, OGLETHORPE ELECTRIC MEMBERSHIP CORPORATION (OGLETHORPE POWER COMPANY), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA AND CITY OF DALTON, hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing driveways within the driveway easement area shown on the attached plat, dated the 8th day of November, 2018; revised 16th day of May, 2024.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

The Department of Transportation agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the said construction contemplated herein, the Department of Transportation will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Department of Transportation as a result of such activities. Once such initial construction has been completed, neither the Department of Transportation nor any other party shall have a right to install additional roads on the land without the prior written consent of the Grantor. In connection

with any construction, maintenance and repair work undertaken by the Department of Transportation pursuant to this Easement, the Department of Transportation will use reasonable efforts to minimize interruptions of any business operating on the land of the Grantor. The Department of Transportation shall endeavor to use commercially reasonable efforts to provide advance notice to the Grantor prior to performing routine maintenance, repairs, or replacements of the easement. The Grantor shall have the right to use the Easement Area for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of the easements.

IN WITNESSETH WHEREOF, We have hereunto set our hands and seals the day above written.

GEORGIA POWER COMPANY

Signed, Sealed and Delivered
this 29th day of May,
2025, in the presence of:

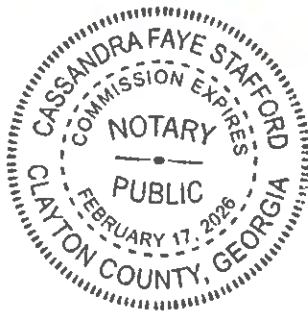
Jennifer H. Winn (L.S.)
JENNIFER H. WINN, VICE PRESIDENT
OF LAND

Lia P. Boh
Witness

Kristi L. Dow (L.S.)

Kristi L. Dow
Assistant Secretary

Cassandra Faye Stafford
Notary Public



Parcel No. 1A

Rev. 08-01-2010

OGLETHORPE ELECTRIC MEMBERSHIP
CORPORATION (OGLETHORPE POWER
COMPANY)

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALISA M. BLOODWORTH, CEO

Witness

_____(L.S.)
KIMBERLY D. ADAMS, SECRETARY

Notary Public

Parcel No. 1A

Rev. 08-01-2010

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

Signed, Sealed and Delivered

this _____ day of _____,
2025, in the presence of:

_____ (L.S.)

MEMBER

Witness

_____ (L.S.)

MEMBER

Notary Public

CITY OF DALTON

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

_____(L.S.)
ANNALEE SAMS, MAYOR

Witness

_____(L.S.)
BERNADETTE CHATTAM, CITY CLERK

Notary Public

Parcel No. 1A

Rev. 08-01-2010

EXHIBIT "A"

P. I. NO.: 522220
PARCEL NO.: 1A
COUNTY: Toombs
DATE OF R/W PLANS: November 8, 2018
REVISION DATE: May 16, 2024

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Said easement expires upon completion and final acceptance of said project by the Georgia Department of Transportation.

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AND

Driveway Easement Two

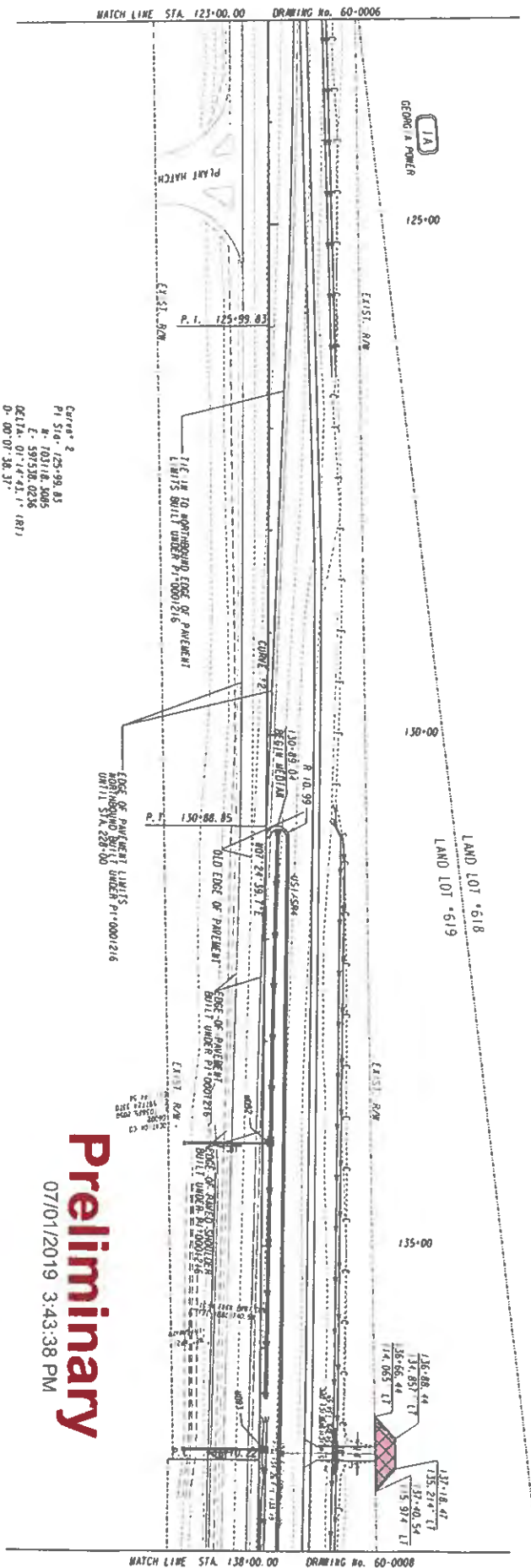
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COORDINATE POINTS		
STATIONS	NORTHING	EASTING
91	725+99.83	703117.99+4
PC	137+10.22	704219.4567
		597601.2531



Preliminary
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PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTRUCTION EASEMENT FOR CONSTRUCTION EASEMENT FOR CONSTRUCTION	DATE	REVISIONS	DATE	REVISIONS
	01-12-2009	1.000	01-12-2009	1.000



[illegible]



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

12/15/2025

AGENDA ITEM

Resolution 25-28 A Resolution Adopting Cost of Living Adjustment for Certain Pension Plan Beneficiaries

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Resolution 25-28 Adopting a 1% Cost of Living Adjustment (COLA) for Certain Pension Plan Beneficiaries to begin January 1, 2026 for all Defined Benefit Plan participants who retired prior to January 1, 2024.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-28

**A RESOLUTION ADOPTING COST OF LIVING ADJUSTMENT FOR CERTAIN
PENSION PLAN BENEFICIARIES**

WHEREAS, the City of Dalton Pension Plan Board has requested a cost of living adjustment (“COLA”) to the City’s Defined Benefit Plan for certain employees; and

WHEREAS, the Mayor and Council have determined that a one percent COLA to begin January 1, 2026 for all Defined Benefit Plan participants who retired prior to January 1, 2024, is appropriate, necessary, and in the best interests of the City of Dalton; and

WHEREAS, the Mayor and Council have determined that said one percent COLA as set forth above should be amortized over a ten-year period and funded in equal installments; and

WHEREAS, the actions set forth in this resolution follow the advice and counsel of the City’s Actuary and the recommendation of the City of Dalton Pension Plan Board;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton approve a one percent COLA for all participants of the City’s Defined Benefit Plan who retired prior to January 1, 2024, with said COLA to begin January 1, 2026;

BE IT FURTHER RESOLVED, that said one percent COLA as set forth above shall be amortized and funded in equal installments over a ten-year period;

SO RESOLVED this ____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk