



**MAYOR AND COUNCIL MEETING
MONDAY, SEPTEMBER 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 Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

1. Staff Reports

Proclamations/Recognitions:

- [2.](#) Constitution Week - September 17-23, 2025 - Dell Bailey & Bitsy McFarland, DAR
- [3.](#) Nancy Trejo - 30 Years of Service - Dalton Housing Authority

Minutes:

- [4.](#) Mayor & Council Minutes of August 18, 2025
- [5.](#) Special Called Mayor & Council Minutes of August 21, 2025

New Business:

- [6.](#) Resolution 25-16 To Honor the Life and Legacy of Mayor James A. Middleton
- [7.](#) Resolution 25-18 To Loan Funds to The Housing Authority of The City of Dalton And to Accept A Deed to Secure Debt Granted by The Housing Authority of The City of Dalton
- [8.](#) Resolution 25-19 To Authorize Participation in Opioid Settlement Agreements with Secondary Manufacturers
- [9.](#) Resolution 25-20 Authorizing Exchange - WL&SF - Plant Wansley
- [10.](#) Resolution 25-21 A Resolution to Adopt Airport Ground Leasing Policy

- [11.](#) Airport Hangar Project Change Order #5
- [12.](#) City Hall HVAC Project - Change Order #2
- [13.](#) Franklin Street & Valley Drive Stormwater Bypass Project Change Order No. 002
- [14.](#) General Professional Services Agreement with Goodwyn Mills Cawood, LLC for Heritage Point Park Improvements
- [15.](#) First Reading Ordinance 25-20 The request of J. Figueroa Construction to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia at Tax Parcel 12-255-03-029.
- [16.](#) First Reading Ordinance 25-21 The request of BC Acquisitions LLC to rezone from Rural Residential (R-5) and Light Manufacturing (M-1) to Zero Lot Line Residential (R-4) a tract of land totaling 13.0 acres located on American Drive, Conway Street and Threadmill Road, Dalton, Georgia. Parcels (12-275-05-060, 12-275-05-063, 12-275-05-064).
17. Executive Session - Personnel

Supplemental Business

Announcements

Adjournment

PROCLAMATION



“CONSTITUTION WEEK” SEPTEMBER 17 - 23, 2025

WHEREAS, September 17, 2025 marks the 238th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 - 23 as Constitution Week.

NOW, THEREFORE BE IT RESOLVED, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim the week of September 17 - 23, 2025 as “**CONSTITUTION WEEK**” and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

*In witness whereof, I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____ September 15, 2025

CERTIFICATE OF RECOGNITION



On behalf of the Mayor and Council of the City of Dalton,
I hereby extend my sincere congratulations to

NANCY TREJO

On the occasion of

**30 years of dedicated service at
The Dalton Housing Authority/Well Housed Dalton**

Whereas, Nancy has faithfully served the Housing Authority for 30 years, where she is well known and deeply trusted by residents and the community, and where her personable spirit, welcoming nature, and consistent helpfulness have set an example of service and compassion.

Now, Therefore Be It Resolved, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby honor and recognize Nancy for her three decades of dedicated work and her lasting contributions to the wellbeing of our community.

In Witness whereof, I have hereunto set my hand on this 15th day of September, 2025.

Annalee Sams, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 18, 2025

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PRESENTATIONS/STAFF REPORTS

World's Greatest Convention Center Video - Margaret Thigpen

Margaret Thigpen, Tourism Director presented a brief video from the Bloomberg TV series "World's Greatest". Thigpen stated The Dalton Convention Center was selected by How to Media to be featured in the World's Greatest series. Thigpen stated the segment aired on July 19th and July 26th and reached approximately 70 million households.

Recreation Update

Steve Roberts, Recreation Director updated the Mayor and Council on the department's summer aquatics program and summer camps. Roberts stated John Davis Recreation Center pool made a big comeback after two summers of construction—welcoming 6,126 swimmers in a shortened season with swim lessons nearly full with 388 out of 390 slots filled. Roberts continued stating the Summer Fun Camp at the Mack Gaston Center grew to 70 campers, with an average of 56 kids per week and additionally camps were hosted for children with special needs, sports camps and fishing camp.

Citizen Octavio Perez questioned were the rates being lowered under 501 (c)3 non-profit designation.

PUBLIC COMMENTARY

There was no Public commentary.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of August 4, 2025. On the motion of Councilmember Goodlett, second Councilmember Farrow, the minutes were approved. The vote was unanimous in favor.

RESOLUTION 25-17 PARTICIPATION IN GMA DIRECT LEASE PROGRAM

CFO Cindy Jackson presented Resolution 25-17 - Participation in GMA Direct Lease Program. Jackson stated the resolution allows the city to participate in the Georgia Municipal Association's (GMA) direct lease program, which provides flexible financing options for equipment and vehicles. Jackson further stated this program offers attractive interest rates and payment terms ranging from 2 to 13 years, with no early payoff penalties or membership fees. Jackson continued stating that under the lease, GMA retains ownership of the equipment until the lease is fully paid, at which point the city receives the title. Jackson stated this tool is intended to help finance public works and public safety equipment without requiring large upfront payments or issuing revenue bonds. On the motion of Councilmember Goodlett, second Councilmember Lama, the Resolution was approved. The vote was unanimous in favor.

ANNOUNCEMENT

City government offices will be closed Monday, September 1, 2025 in observance of Labor Day. The next regularly scheduled City Council meeting will be held Monday, September 15, 2025.

EXECUTIVE SESSION

On the motion of Council member Lama, second Council member Goodlett, the Mayor and Council adjourned into executive session to discuss real estate matters at 6:20 p.m.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at approximately 7:05 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
SPECIAL CALLED
MAYOR AND COUNCIL MINUTES
AUGUST 21, 2025

The Mayor and Council held a meeting this morning at 11:00 a.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Nicky Lama and Steve Farrow, City Administrator Andrew Parker and City Attorney, Jonathan Bledsoe. Council member Dennis Mock and Tyree Goodlett were absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There was no Public commentary.

2025 ALCOHOL BEVERAGE APPLICATION

On the motion Councilmember Lama, second Council member Farrow, the Mayor and Council approved the following alcohol beverage application:

1. Business Owner: Good Times Liquor Inc.
d/b/a: Good Times
Applicant: Vipulkumar Chaudhari
Business Address: 100 N. Oaks Dr. Suite B
License Type: Package Beer, Wine, Liquor (Liquor Store)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office
PSC Recommendation: ☒ Approve ☐ Deny | Stipulation(s):

The vote was unanimous in favor.

On the motion Councilmember Lama, second Council member Farrow, the Mayor and Council approved the following alcohol beverage application:

2. Business Owner: Dejavu Club, LLC
d/b/a: Dejavu
Applicant: Maria De La Luz Vargas Esquivel
Business Address: 224 N. Hamilton St.
License Type: Pouring Beer, Liquor (Restaurant)
Disposition: Classification Change from Bar to Restaurant
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office
PSC Recommendation: ☒ Approve ☐ Deny | Stipulation(s): Subject to Food Service re-inspection for updated menu.

The vote was unanimous in favor.

ANNOUNCEMENT

The next regularly scheduled Mayor and Council meeting will be held Monday, September 15, 2025.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 11:13 a.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

Resolution 25-16 - To Honor the Life and Contributions of Mayor James A. Middleton To the City of Dalton

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST N/A

FUNDING SOURCE IF NOT IN BUDGET

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

The Mayor and Council have determined that Mayor Middleton and the legacy that he has left the community are worthy of high honor and recognition and hereby designate the baseball and softball fields at Heritage Point Park in his memory.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-16

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF MAYOR JAMES ANDREW MIDDLETON

WHEREAS, James Andrew (“Jim”) Middleton (“Mayor Middleton”) grew up in Whitfield County and graduated from Dalton High School in 1953;

WHEREAS, Mayor Middleton was a leader in the carpet sample industry as well as the insurance and financial planning fields;

WHEREAS, Mayor Middleton dedicated many years of his life to this community by serving on municipal boards and commissions, including serving on the Civil Service Commission (now known as the Public Safety Commission) from 1973 to 1984;

WHEREAS, Mayor Middleton then served the City of Dalton well as a City Council Member and then as its Mayor from 1988 to 2000;

WHEREAS, Mayor Middleton had a passion for public service and was an enthusiastic supporter of Dalton in all that he did;

WHEREAS, Mayor Middleton made significant contributions to this community, which continue to be enjoyed by all, including through his support of the Dalton Convention Center, his efforts to complete Al Rollins Park, the purchase of Heritage Point Park, and many other projects that he pursued during his tenure;

WHEREAS, Mayor Middleton’s service and leadership were invaluable to the City and its residents;

WHEREAS, the Mayor and Council of the City of Dalton have determined that Mayor Middleton and the legacy that he has left the community are worthy of great honor and recognition;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby recognize the distinguished service of Mayor Middleton to the City of Dalton by dedicating the baseball and softball fields at Heritage Point Park in his memory;

BE IT FURTHER RESOLVED, that the baseball and softball fields at Heritage Point Park shall hereafter be known as “The Jim Middleton Fields at Heritage Point Park,” such Resolutions to take effect immediately upon their adoption.

SO RESOLVED, this ____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Annalee Sams
Mayor

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

RESOLUTION 25-18 A RESOLUTION TO LOAN FUNDS TO THE HOUSING AUTHORITY OF THE CITY OF DALTON AND TO ACCEPT A DEED TO SECURE DEBT GRANTED BY THE HOUSING AUTHORITY OF THE CITY OF DALTON

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$1,000,000.00

FUNDING SOURCE IF NOT IN BUDGET

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

RESOLUTION 25-18 A RESOLUTION TO LOAN FUNDS TO THE HOUSING AUTHORITY OF THE CITY OF DALTON AND TO ACCEPT A DEED TO SECURE DEBT GRANTED BY THE HOUSING AUTHORITY OF THE CITY OF DALTON

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-18

A RESOLUTION TO LOAN FUNDS TO THE HOUSING AUTHORITY OF THE CITY OF DALTON AND TO ACCEPT A DEED TO SECURE DEBT GRANTED BY THE HOUSING AUTHORITY OF THE CITY OF DALTON

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any City may contract for any period not exceeding fifty (50) years with any other public agency, public corporation, or public authority for joint service, for the provisions of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, O.C.G.A. § 8-3-155 (b) provides in pertinent part that “[a]ny city or county located in whole or in part within the area of operation of a housing authority shall have the power from time to time to lend or donate money to the authority or to agree to take such action.”

WHEREAS, the Housing Authority of the City of Dalton, Georgia (“HACD”) is a public housing authority properly formed and existing pursuant to O.C.G.A. §8-3-1, et. seq., which owns and maintains rental housing units within the City for residents in need of low-income housing; and

WHEREAS, HACD has requested that the City of Dalton loan \$1,000,000.00 (the “Loan”) to it for use in connection with development or redevelopment of certain low-income public housing projects to be located on certain real property HACD owns at or near 405 Sequoyah Place, Dalton, Georgia 30721 (“Proposed Projects”) on such terms and conditions as are more particularly set forth in a certain promissory note (“Promissory Note”), which is attached hereto as Exhibit 1;

WHEREAS, HACD has agreed to provide security for the repayment of said Loan via a deed to secure debt for certain real property more particularly described in a certain deed to secure debt (“Security Deed”), which is attached hereto as Exhibit 2;

WHEREAS, the Mayor and Council of the City of Dalton have determined that the Proposed Projects provide a substantial benefit to the City of Dalton which likely would not occur without the Loan;

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interests of the City of Dalton to enter into the Promissory Note and Security Deed and to provide the Loan to HACD;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton is hereby authorized to enter into any and all contracts, agreements, or other documents necessary to consummate the Loan and the transactions described herein, including but not limited to the Promissory Note and Security Deed ; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and is hereby is, authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton those certain deeds, settlement statements, affidavits, and such other agreements, instruments, certificates, assignments, papers and documents which, may be necessary or desirable to effect the said Loan, Promissory Note, and Security Deed; and such agreements, instruments, certificates, assignments, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton, and the execution of such agreements, instruments, certificates, assignments, papers and documents by the Mayor on behalf of the City of Dalton as herein authorized 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 Conveyance which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

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

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City of Dalton or the City of Dalton's seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other document shall not affect its validity or the obligation of the Mayor and Council of the City of Dalton 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 ADOPTED this _____ day of _____, 2025.

City of Dalton, Georgia

By: _____
Mayor/ Mayor Pro Tempore

Attest: _____
Clerk

(SEAL)

EXHIBIT 1

PROMISSORY NOTE

\$1,000,000.00

October 1, 2025

1. **FOR VALUE RECEIVED**, the Housing Authority of the City of Dalton, a public body corporate and politic, duly created, organized and existing under the laws of the State of Georgia (the “Borrower”), whose address is 405 Sequoyah Place, Dalton, GA 30720, promises to pay to the order of the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the “Lender”), the principal amount of \$1,000,000.00, with interest from date at the rate of one percent per (1.0%) annum on said principal sum, or on so much thereof as may from time to time remain unpaid. Each installment, when paid, shall be applied first to the payment of interest accrued on unpaid principal, and the residue thereof to be credited on the principal of this promissory note (the “Note”). Both principal and interest payable in lawful money of the United States of America, at P.O. Box 1205, Dalton, GA 30722, or at such other place as Lender may designate, in writing. Interest shall be calculated on the basis of a 360 day year for the actual number of days elapsed. Interest shall be payable in annual installments. The first interest payment shall be due and payable in the amount of \$30,000.00 on October 1, 2028. Subsequent interest payments of the lesser of \$10,000.00 or one percent of the outstanding principal shall be due and payable on the first day of October each and every year, commencing on October 1, 2029, and continuing to and including October 1, 2045, on which day the entire balance of principal, interest and any other sums being due under the terms of this Note shall be due and payable. Borrower is also a party to a loan agreement entered into concurrently herewith or within a reasonable time thereafter with Walton Communities, LLC (“Walton Communities”) whereby Borrower has loaned \$2,000,000.00 to Walton Communities (“Walton Loan”). Within 10 days of Borrower’s receipt of any payment from Walton Communities on the Walton Loan, Borrower shall remit one half of said payment to Lender to be applied first to outstanding interest and then to reduction of principal on this Note.

2. If any payment of principal or interest, due hereunder is not paid within ten days of the date due, Borrower shall pay to Lender a late payment fee in the amount of five hundred dollars (\$500.00), in order to compensate Lender for its additional administrative costs of collection and loan processing, provided that such late payment charge shall be payable only once with respect to each payment due under this Note.

3. If from any circumstances whatsoever fulfillment of any provision of this Note at the time performance of such provision shall be due shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

4. Borrower, whether makers, endorsers, sureties, guarantors or otherwise, in consideration of the credit evidenced by this Note, hereby promise, agree and bind ourselves, jointly and severally, to pay in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, each and all of the payments hereinabove referred to promptly as and when they become due and payable, whether becoming due and payable in due course or by acceleration as hereinafter provided, and to pay all costs of collection, litigation and attorney's fees in the amount of fifteen percent of the amount due hereon, in case this Note or any part of the indebtedness evidenced hereby is collected by law, or through an attorney at law, or under advice thereof.

5. Borrower represents and warrants that it is a public housing authority properly formed and existing pursuant to O.C.G.A. §8-3-1, et. seq. and that it shall use all funds loaned pursuant to this Note in compliance with all applicable laws, regulations, and authorities.

6. It is hereby expressly agreed that should any default be made in the payment of principal or interest as in this Note provided, and if such default shall continue for a period of ten (10) days, or should any default be made in the performance of any of the covenants or conditions contained in any of the Loan Documents, as that term is hereinafter defined, then, in any of such events, the principal indebtedness evidenced hereby, and any other sums advanced hereunder or under the Loan Documents, together with all unpaid interest accrued thereon, shall, at the option of Lender, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. TIME IS OF THE ESSENCE OF THIS NOTE. Interest shall accrue on the outstanding principal balance of this Note from the date of any default hereunder and for so long as such default continues, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby as set forth herein, at the rate equal to four percent (4.0%) per annum in excess of the applicable interest rate at the time of such default. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default should Lender, at its sole option, allow such default to be cured. In the event this Note, or any part thereof, is collected by or through an attorney at law, Borrower agrees to pay all costs of collection including, but not limited to fifteen percent of the amount due under this Note as attorney's fees if any part of this Note is collected by law or through an attorney.

7. Borrower shall have the right of prepayment of the obligation in whole or in part, at any time without penalty.

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

9. Presentment for payment, demand, protest and notice of demand, notice of dishonor and notice of nonpayment and all other notices are hereby waived by Borrower. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (A) as a novation of this Note or as a restatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note, or (B) to prevent the exercise of such right of acceleration or any other right granted hereunder, under the Loan Documents, or by applicable law; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, or any renewal of the indebtedness evidenced hereby, made by agreement with any person now or hereafter liable for the payment of this Note, and no release, surrender, exchange, or substitution of any collateral security now held or which may hereafter be held as security for the payment of this Note, and no failure of Lender to perfect a

security interest in any collateral securing the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All rights and remedies of Lender under the terms of this Note, the Loan Documents, and under applicable statutes or rules of law, shall be cumulative and may be exercised successively or concurrently.

10. Borrower hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations, any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal and exemption now provided, or which may hereafter be provided, by the Constitution and laws of the United States of America and of any state thereof, against the enforcement and collection of the obligations evidenced by this Note. Borrower hereby transfers, conveys and assigns to Lender a sufficient amount of such homestead or exemption as may be set apart in bankruptcy, to pay this Note in full, with all costs of collection, and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Lender a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and does hereby appoint Lender the attorney in fact for Borrower to claim any and all homestead exemptions allowed by Law.

11. The indebtedness evidenced by this Note and the obligations created hereby are secured by that certain Deed to Secure Debt (together with all other documents now or hereafter evidencing or securing or in any way relating to the indebtedness evidenced hereby, herein referred to collectively as the "Loan Documents") made on even date herewith by Borrower as "Grantor" therein in favor of Lender as "Grantee" therein, concerning certain real or personal property, some of which Loan Documents are to be filed for record on or about the date hereof in the appropriate public records.

12. This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia. As used herein, the terms "Borrower" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, as the case may be, whether by voluntary action of the parties or involuntary by operation of law.

IN WITNESS WHEREOF, Borrower has executed this Note under seal on the date first above written.

BORROWER:

Housing Authority of the City of Dalton

By: _____

Title:

Attest: _____

Title:

{Seal}

EXHIBIT 2

[Space above this line for recording data.]

Please Record and Return To:

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

DEED TO SECURE DEBT AND SECURITY AGREEMENT

1. Date of the Security Deed: October 1, 2025
2. Signatories/Parties to the Security Deed:
 - Grantor: Housing Authority of the City of Dalton
 - Grantee: City of Dalton
3. Mailing Address of Grantee: P.O. Box 1205, Dalton, GA 30722
4. Map and Parcel ID Number(s): 12-217-15-019
5. Original Loan Amount: \$ 1,000,000.00
6. Initial Maturity Date: October 1, 2045
7. Intangible Recording Tax: Exempt
8. Intangible Recording Tax Exemption Authority: Grantee is exempt pursuant to O.C.G.A. § 48-6-2(a)(3). See also the Georgia Department of Revenue Rules and Regulations § 560-11-8-.14(a).

THIS INDENTURE (this “Security Deed”) is made this October 1, 2025, between **Housing Authority of the City of Dalton**, a public body corporate and politic, duly created, organized and existing under the laws of the State of Georgia, having a mailing address of 405 Sequoyah Place, Dalton, GA 30720, Grantor, and **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, having a mailing address of P.O. Box 1205, Dalton, GA 30722, Grantee.

WITNESSETH:

THAT, WHEREAS, Grantor is justly indebted to Grantee in the sum of \$1,000,000.00, in lawful money of the United States, and has agreed to pay the same with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on October 1, 2045, the Note, by reference, being made a part hereof.

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

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling and air-conditioning apparatus, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings in commercial, institutional and industrial buildings, together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein, together with all additions hereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Premises (as defined hereinafter), to the extent of all amounts which may be secured by this Security Deed at the date of receipt of any such award or payment by Grantee, and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such reward or payment.

TO HAVE AND TO HOLD all the aforesaid property, property rights, Equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE. Grantor warrants that Grantor has good and marketable title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

1. Grantor shall pay to Grantee the Secured Indebtedness (as defined hereinafter) with interest thereon as in the Note and this Security Deed provided.

2. Grantor shall pay, when due and payable: (a) all taxes, assessments, general or special, and other charges levied on, assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Paragraph 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this Security Deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents or other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate specified in the Note from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3.

(a) Grantor shall keep the Premises insured for the benefit of the Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, vandalism, and malicious mischief, and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value; all insurance herein provided for shall be in form and companies approved by Grantee; and, regardless of the types and amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than thirty (30) days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or

policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this Security Deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this Security Deed, pursuant to the provisions of this Article.

4. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Security Deed, which may be affected by any proceeding of the character referred to in Article 8 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this Security Deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Grantor agrees that Grantee shall be subrogated to all rights, title, lien, or equity of all persons to whom Grantor may have paid monies in settlement of liens, charges or in acquisition of title of or for Grantor's benefit hereinafter, or for the benefit and account of Grantor at the time of making the loan evidenced by this Security Deed.

6. This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loans of security deeds and security agreements and is not a mortgage; and is made and intended to secure not only the Note described above, but all renewals and extensions of that Note, and in addition, any other indebtedness of any amount that is now owed or may subsequently be owed by the Grantor, or by either Grantor if there is more than one, to the Grantee, whether individually or jointly with others not parties to this Security Deed and whether direct or indirect as maker, endorser, guarantor, surety, or otherwise, including 15 per cent of all such indebtedness as attorney's fees if any part of the indebtedness is collected by law or through an attorney (all of which are collectively referred to herein as the "Secured Indebtedness").

7. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Security Deed and extensions or modifications thereof. Grantor, upon Grantee's request made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this Security Deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

8. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such alterations, injury or decrease in value of the Premises, as

hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly, or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this Security Deed, Grantee shall have the right to receive said reward or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award of payment.

9. Grantor shall deliver to Grantee, at any time within thirty (30) days after notice and demand by Grantee but not more frequently than once per month (a) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (b) a statement in such reasonable detail as Grantee may request, certified by a certified public accountant or, at the option of Grantee, by the Grantor or an executive officer or treasurer of a corporate Grantor, of the income and expenses of any one or more of the following: (i) the conduct of any business on the Premises, (ii) the operation of the Premises, or (iii) the leasing of the Premises or any part thereof, for the last twelve (12) months calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases and provide convenient facilities for the audit and verification of any such statement.

10. Grantor shall be in default upon the occurrence of any of the following events, circumstances, or conditions (each event shall be individually or collectively referred to in this Security Deed as “Default(s)” or “Event(s) of Default”):

- (a) Failure by Grantor or any party obligated on the Note to make any payment of any portion of the principal, interest, or Secured Indebtedness, as and when such amounts are due and payable;
- (b) Breach (or failure to perform) by Grantor or any party obligated on the Note under any of the terms of this Security Deed, the Note, any assignment of leases, any loan agreement, or any other document or instrument evidencing, guarantying, securing, or otherwise relating to the Note or this Security Deed;
- (c) Should any warranty or representation of Grantor or any party obligated on the Note, herein contained or contained in any instrument, transfer, certificate, statement, conveyance, assignment, or loan agreement given with respect to this Security Deed or the Note, prove untrue or misleading in any material respect;
- (d) Failure by Grantor to obtain and maintain the insurance required by Grantee, or insurance as is customary and reasonable for the Premises;
- (e) Grantor shall default on any other obligation (other than the Note) of Grantor when due or in the performance of any obligation incurred for money borrowed, and the effect of such default is to accelerate the maturity of such indebtedness;
- (f) The filing by Grantor or any endorser or guarantor of the Note of a voluntary petition in bankruptcy or the filing by Grantor or any such endorser or guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Grantor's or any such endorser's or guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Grantor, such endorser or guarantor, or of all or any substantial part of the Premises or of any other property or assets of Grantor, such endorser or guarantor, or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Grantor, or any such endorser or guarantor, of any general assignment for the benefit of creditors, or the admission in writing by Grantor, or for any such endorser or guarantor, of its inability to pay its debts generally

as they become due or the commission by Grantor or any such endorser or guarantor of an act of bankruptcy;

(g) The filing of a petition against Grantor, or any endorser or guarantor of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Grantor, or of any such endorser or guarantor or of all or any substantial part of the Premises or of any or all of the income, rents, issues, profits or revenues thereof unless such petition shall be dismissed, or such trustee, receiver or liquidator shall be removed, within sixty (60) days after such filing, but in any event prior to the entry of a final order, judgment or decree approving such petition;

(h) Death of Grantor or any endorser or guarantor of the Note, if such Grantor, endorser, or guarantor is an individual;

(i) Grantor or any endorser or guarantor of the Note (if a corporation) is liquidated or dissolved or its charter expires or is revoked, or Grantor or such endorser or guarantor (if a partnership or business association) is dissolved or partitioned, or Grantor or such endorser or guarantor (if a trust) is terminated or expires;

(j) Final judgment for the payment of money in excess of \$25,000.00 shall be rendered against Grantor or a guarantor of the Note, and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed;

(k) Failure by Grantor to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow, or escrow deficiency on or before its due date;

(l) A material adverse change in Grantor's business, including ownership, management, and financial conditions, which in Grantee's opinion, impairs the Premises or repayment of the Note;

(m) A transfer of a substantial part of Grantor's money or property;

(n) Any sale, transfer, or conveyance by Grantor of any portion of its interest in the Premises (or if a beneficial interest in Grantor is sold or transferred if Grantor is not a natural person); provided however that Grantor may create a lien or encumbrance subordinate to this Security Deed and the Premises may be transferred by descent or operation of law;

(o) Any termination or discontinuance by any guarantor of the Note of any of such guarantor's future obligations or liabilities for any of the Secured Indebtedness;

(p) A good faith belief by Grantee at any time that Grantee is insecure with respect to Grantor's obligation on the Note or that the prospect of payment or other performance hereunder is impaired or that the Premises are impaired in any manner;

(q) Should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in Article 8 herein;

(r) Should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(s) Should any claim of priority to this Security Deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(t) Any failure by Grantor, either to pay any amount required to be paid or to observe or perform any agreement or obligation of Grantor under the terms of (i) any security deed which covers any portion of the Premises and has priority over this Security Deed (a "Prior Security Deed"); or (ii) any note or other evidence of indebtedness secured by such Prior Security Deed; or

(u) The occurrence of a Default or Event of Default under any loan agreement, assignment of leases, or any other agreement now or hereafter evidencing, securing, or otherwise relating to the Note.

11. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following:

(a) Enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(b) Pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate specified in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogating rights shall be additional and cumulative security to this instrument; or

(c) Declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee, or its assigns, agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, courtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all the amounts advanced by Grantee for taxes, assessments, fire insurance premiums, and other charges, with interest at the rate specified in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen percent (15%) of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee, pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith

deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity. Grantee, in any action to foreclose this Security Deed, or upon any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts. In case of any sale under this Security Deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee, the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

12. Grantor, for himself and family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

13. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both taxes, penalties, or any other sums required to be paid under the terms of this Security Deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

14. The rights of Grantee, granted and arising under the clauses and covenants contained in this Security Deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

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

does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be addressed to such party at the address indicated hereinabove.

16. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

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

18. The parties agree that the provisions of this Security Deed are severable, and in the event any clause, phrase or paragraph shall be declared by a court of competent jurisdiction to be invalid or unenforceable, then the parties declare that the remaining clauses, phrases and paragraphs of this Security Deed shall remain in full force and effect.

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

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

GRANTOR:

Housing Authority of the City of Dalton

By: _____
Title: _____

Attest: _____
Title: _____

{Seal}

[Notarial Seal]

EXHIBIT “A”

A tract or parcel of land lying and being in The City of Dalton, Whitfield County, Georgia, being designated by plat prepared by Peter L. Bakkum, Registered Surveyor, dated October 16, 1964, said property being a 8.658 acres, more particularly described as follows:

BEGINNING at an iron stake on the north right of way line of Dozier Street at a point south 88 degrees 43 minutes east 100 feet from the northeast corner of the intersection of Tarver Street and Dozier Street; running thence north 00 degrees 14 minutes 30 seconds west 591.9 feet; running thence north 86 degrees east 608.7 feet; running thence south 00 degrees 24 minutes east 648 feet to the north right of way line of Dozier Street; running thence with the north right of way line of Dozier Street north 88 degrees 44 minutes west 609.4 feet to POINT OF BEGINNING.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

Resolution 25-19 A Resolution to Authorize Participation in Opioid Settlement Agreements with Secondary Manufacturers

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

RESOLUTION 25-19 TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT AGREEMENTS WITH SECONDARY MANUFACTURERS

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-19

A RESOLUTION TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT AGREEMENTS WITH SECONDARY MANUFACTURERS

WHEREAS, Proposed nationwide settlement agreements (“Settlement Agreements”) have been reached with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Corp., Hikema Pharmaceuticals USA, Inc., Indivior, Inc., Viartis, Inc. (Mylan), Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA), Inc. concerning alleged misconduct related to opioids;

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

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

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

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

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

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

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

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

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

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

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

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

SO RESOLVED, this ____ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

RESOLUTION 25-20 AUTHORIZING EXCHANGE - WL&SF - PLANT WANSLEY

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

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

RESOLUTION 25-20 AUTHORIZING EXCHANGE - WL&SF - PLANT WANSLEY

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-20

RESOLUTION AUTHORIZING EXCHANGE

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”) along with Georgia Power Company (“GPC”), a Georgia corporation, Oglethorpe Power Corporation (“OPC”), a corporation organized and existing under the Georgia Electric Membership Corporation Act, and the Municipal Electric Authority of Georgia (“MEAG”), a Municipal Electrical Authority organized and existing under O.C.G.A. § 46-3-110, own certain real property located in Heard County, Georgia (the “Wansley Real Property”); and

WHEREAS, the City owns a 1.4% undivided interest in the Wansley Real Property; and

WHEREAS, Dalton Utilities, under the authority of O.C.G.A. § 36-37-7, and GPC mutually propose to exchange the 1.4% undivided interest in the Wansley Real Property owed by Dalton Utilities so that Dalton will acquire from Georgia Power a 1.5% interest in certain generation facilities to be constructed by GPC (the “GPC New Generation Project”); and

WHEREAS, , as part of the proposed transaction, Dalton Utilities and GPC propose enter an agreement wherein Dalton Utilities will become the owner of a 1.5% undivided interest in the GPC New Generation Project; and

WHEREAS, Dalton Utilities and GPC have previously agreed that the fair exchange value of the undivided interest of Dalton Utilities in the Wansley Real Property is approximately \$2,000,000 and the fair exchange value of the undivided interest of Dalton Utilities in the GPC New Generation Project is approximately \$2,000,000; and

WHEREAS, Dalton Utilities has determined that it is consistent with the best interests of Dalton Utilities that the City Utilities approve the exchange of the undivided interest of Dalton Utilities in the Wansley Real Property for the undivided interest of Dalton Utilities in the GPC New Generation Project (the “Exchange Transaction”); and

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has approved the Exchange Transaction and recommended approval of the Exchange Transaction to the Mayor and Council of the City of Dalton;

NOW, THEREFORE, BE IT RESOLVED, that Dalton Utilities or the City, as the case may be, is hereby authorized to enter into and perform the obligations required of it pursuant to the Exchange Transaction, 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 agreements, deeds, instruments, affidavits, certificates, assignments, papers and such other

documents, which, in the judgment of any of the Authorized Officers, may be necessary and desirable to effect the proposed transaction (the “Documents”); which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction, and such Documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City, and the execution of such 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 Documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such Documents on behalf of the City.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton’s seal appearing on any Document, 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 documents 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.

The City of Dalton, Georgia

By: _____
Annalee Sams, Mayor

Attest: _____
City Clerk

(Seal)



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

Adoption of Ground Leasing Policy at Airport

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The Airport Authority wishes to adopt a standardized ground leasing policy to govern the process of leasing airport property to prospective tenants. The policy includes rates and an application for users who wish to lease property at the Dalton Municipal Airport. This policy has been approved by the Dalton Airport Authority for recommended adoption by the Dalton City Council.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-21

A RESOLUTION TO ADOPT AIRPORT LEASING POLICY

WHEREAS, it is important to ensure fair, transparent, and consistent practices with respect to leasing of real property at the Dalton Municipal Airport;

WHEREAS, the City desires that all leases comply with the approved Airport Layout Plan;

WHEREAS, proposed leases, construction, and other development should not conflict with current or future Airport operations;

WHEREAS, the City desires that proposed leases, construction, and other development have a positive economic impact on the City and be in the best interests of the City;

WHEREAS, the City has determined that in order to meet the above stated goals, guidelines should be established for the review and evaluation of proposed leases of land at the Dalton Municipal Airport; and

WHEREAS, the City, in conjunction with the Dalton Municipal Airport Authority, has developed the Dalton Municipal Airport Ground Leasing Policy, which is attached hereto as Exhibit A (the “Policy”);

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby adopt the Policy;

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

Dalton Municipal Airport Ground Leasing Policy

1. Purpose

This policy (“Policy”) establishes guidelines for leasing land at Dalton Municipal Airport (DNN) (“Airport”) to ensure fair, transparent, and consistent practices that support the airport’s operational, safety, and economic objectives. The Policy includes a ground lease rate table, application process, and additional considerations for prospective lessees. While this Policy is intended to provide the standard method for considering prospective leases, the Mayor and Council (“Mayor and Council”) of the City of Dalton (“City”) have final authority for approval of all such leases, and the Dalton Municipal Airport Authority (“Authority”) has authority to recommend deviations from this Policy which are in the best interests of the Airport and City. Nothing in this Policy should be construed to limit or restrict the power of the Mayor and Council to enter into any lease which the Mayor and Council deem appropriate.

2. Scope

This Policy applies to all ground leases for non-aeronautical and aeronautical uses on airport property, including but not limited to hangar construction, commercial aviation facilities, and other approved developments.

3. Authority

The Authority oversees the application process for leasing at the Airport, subject to approval of the Mayor and Council. All leases must comply with Federal Aviation Administration (FAA) regulations, Georgia Department of Transportation (GDOT) guidelines, and local ordinances.

4. Ground Lease Rate Table

The following rates are standard rates for ground leases at the Airport, effective as of August 17, 2021, which shall be adjusted on a yearly basis pursuant to the Consumer Price Index (CPI) from August 17, 2021, to the present. All rates are subject to further adjustment based on market conditions, airport operational needs, or as may otherwise be determined by the City.

Land Lease Size (acre)	Rate per Square Foot per Year	Escalation Clause	Fuel Farm Allowed
<1	\$0.60	CPI-based annual increase	No
1-1.99	\$0.55	CPI-based annual increase	No
2-2.99	\$0.45	CPI-based annual increase	Yes
3-3.99	\$0.35	CPI-based annual increase	Yes
4-4.99	\$0.25	CPI-based annual increase	Yes
5+	\$0.15	CPI-based annual increase	Yes

Notes:

- Rates are exclusive of taxes, utilities, or maintenance fees, which are the lessee's responsibility.
- Discounts may be considered for large-scale developments benefiting airport operations, subject to approval of Mayor and Council.

5. Ground Leasing Application Process

Prospective lessees must submit a completed written application to the Authority for review. The application ensures that proposed developments align with airport goals, FAA regulations, and community interests. No applicant will be considered for a lease until all materials set forth herein and as otherwise requested by the Authority have been submitted.

Application Requirements

Applicants must provide the following:

1. **Completed Ground Leasing Application Form** (see Appendix A).
2. Detailed site plan, including proposed structures, access points, and utilities.
3. Business plan outlining the intended use, projected economic impact to the City, employees, management, and operational details.
4. Estimated cost of any structure proposed to be built and documents sufficient to show the method of financing the complete construction of any such structure.
5. A list of any assets intended to be stored or used on the leased premises.
6. Proof of financial capacity to complete construction, operate, and fulfill all obligations of the lease.
7. Personal and professional references (minimum of two personal and two professional references).
8. Any additional documentation as may be reasonably requested by the Authority in connection with the application.

Application Review Process

1. **Submission:** Applications are submitted to the Airport Manager's office.
2. **Initial Review:** The Airport Manager verifies completeness within 20 business days.
3. **Authority Review:** The Authority evaluates the application based on the criteria set forth in Evaluation Criteria listed in paragraph 6 below.
4. **Decision:** The Authority recommends approval denial, or requests modifications within 60 days of a complete submission unless the Authority determines additional time is needed to evaluate an application.
5. **Lease Negotiation:** Approved applicants negotiate lease terms with the Airport Manager, subject to the approval of the Mayor and Council.
6. **Execution:** Final lease agreements are executed upon approval of the Mayor and Council.

6. Minimum Standards and Considerations for Approval

6.1. FAA and GDOT Compliance

- The proposed use must comply with all applicable FAA and GDOT requirements.
- All leases must adhere to all FAA Grant Assurances, including but not limited to those related to non-discrimination, exclusive rights, and revenue use.
- Aeronautical uses take precedence over non-aeronautical uses.
- Non-aeronautical uses require FAA approval and must not interfere with Airport operations.

6.2. Compatibility with Airport Plan and Operations

- The proposed use must comply with the Airport Layout Plan (“ALP”) and all zoning regulations.
- The Authority shall assess whether the proposed use aligns with the long-term operational plans of the Airport. No proposed use should interfere with future expansion or other aeronautical activities.
- The Authority shall assess the impact of any proposed use on current and expected airport operations, including traffic, parking, and access. The proposed use shall not compromise the safety or efficiency of current or expected Airport operations.
- The authority shall also consider the assets which the applicant proposes to use at the Airport, which must be compatible with current and future Airport operations.

6.3. Safety and Security

- The Authority shall consider safety and security protocols of the applicant, including surveillance systems, fire suppression systems, access control systems, and such other items as the Authority determines necessary to ensure compliance and compatibility with the Airport’s current and future security requirements.

6.4. Environmental Requirements

- Lessees shall comply with all federal, state, and local environmental regulations, including stormwater management and hazardous materials handling.
- An environmental assessment may be required for developments impacting Airport grounds.

6.5. Experience and Financial Responsibility

- All applicants must sufficiently demonstrate the financial ability of the applicant to complete construction of all improvements and to comply with all terms and conditions of the proposed lease.
- The Authority shall consider the current and past financial conditions of the applicant and may request all documents which it deems reasonable and necessary to make a determination as to the applicant’s financial ability, including but not limited to credit reports, letters of credit, loan agreements, bank guarantees, certified financial statements, and other such documents as the Authority may determine to be reasonable and necessary.

- The Authority may require any applicant to provide an irrevocable letter of credit, bond, or other suitable guarantee to secure any and all obligations of the applicant prior to entering into a lease.
- All applicants shall also submit to a background check.
- The Authority may also consider the applicant's prior history with respect to airport property leasing, hangar construction, property management, and all other relevant background and experience of the developer, and the Authority may require the applicant to provide proof of the same.

6.6. Construction and Improvements

- Lessees are responsible for all construction costs, including utilities and infrastructure connections.
- All improvements must be pre-approved by the Authority and comply with the Airport Design Standards.
- Ownership of improvements shall revert to the City upon lease termination, unless otherwise specified.

6.7. Economic Benefit to the City

- The Authority shall consider the economic impact of the proposed use and all benefits to the City from the proposed use.
- Any request for commercial subleasing must be stated in the application. The Authority will evaluate whether the proposed commercial sublease is in the best interest of the Airport and the City.
- No lease should be approved which is likely to have a negative financial impact on the City as determined by the Authority in its review.

6.8. Oversight and Management

- All applicants must demonstrate to the satisfaction of the Authority that appropriate management and oversight will exist for the proposed use.
- The Authority may also require assurances of the applicant's ability to meet obligations for inspection, maintenance, and other requirements of the lease.

6.9. Credibility and References

- The Authority may consider references submitted in connection with the application.
- Any application which contains any statement which is false or misleading at the time of submission or which becomes false or misleading shall be grounds for denial of an application.

6.10. Subleasing

- All applicants shall consent that subleasing is prohibited without prior written approval from the Authority.

- The Authority shall require any prospective subtenant to complete an application and the review process described herein prior to consideration of a request for a sublease. If a sublease is approved, at a minimum, it shall require the sublessee to meet all original lease conditions.

6.11 Insurance and Liability

- If approved for a lease, lessees shall maintain adequate insurance coverage as described in the ground lease, including:
 - General liability: Minimum \$1,000,000 per occurrence.
 - Property insurance: Full replacement value of improvements.
 - Environmental liability (if applicable): As determined by the Authority.
- The City and the Authority shall be named as additional insureds.
- Lessees shall indemnify and hold harmless the City for all loss of any kind arising out of or in connection with the lease and use of the premises.

6.12 Termination

- Applicants must acknowledge that leases may be terminated for non-compliance, default, failure to maintain the leased premises, or any other lawful reason.
- Lessees are responsible for site restoration upon termination per Authority standards.

7. Action on Application

Any application conditionally approved by the Authority shall be submitted to Mayor and Council, which shall make the final determination on whether or not to enter into a lease in an open meeting.

Grounds for Denial of an Application include but are not limited to the following:

- 7.1. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.
- 7.2. The applicant's proposed operations or construction will create a safety hazard at the Airport.
- 7.3 The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation may result in a financial loss to the Airport.
- 7.4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
- 7.5. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.

7.6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing fixed base operator area, or will result in depriving, without the proper economic study, an existing fixed base operator of portions of its leased area in which it is operating.

7.7 The proposed use conflicts with the current or expected operations of the Airport.

7.8 The proposed use is likely to have a negative economic impact on the City.

7.9 The proposed use otherwise interferes with or conflicts with any interest of the City in the Airport or its operations.

7.10. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

7.11. Any party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other Rules and Regulations applicable to this or any other Airport.

7.12. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other airport.

7.13. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Authority to provide and maintain the business to which the application relates and to promptly pay amounts due under the lease or pursuant to any proposed construction.

7.14. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of one year.

7.15. The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct its proposed use in the judgment of the Authority.

8. Contact Information

For inquiries or to submit an application, contact: **Dalton Municipal Airport Manager**

Address: 4483 Airport Road SE, Dalton, GA 30721

Phone: (706) 259-2200

Email: airport@daltonga.gov

Appendix A: Ground Leasing Application Form

Dalton Municipal Airport Ground Leasing Application

1. Applicant Information

- Name: _____
- Business Entity (if applicable): _____
- If business entity, identify the name, address, and telephone number of all owners holding an interest of ten percent (10%) or more in the entity _____
- Address: _____
- Phone: _____
- Email: _____

2. Proposed Use

- Describe the intended use of the leased land:

- Aeronautical or Non-Aeronautical: _____

3. Lease Details

- Requested Commencement Date and Lease Term: _____
- Proposed Square Footage: _____
- Estimated Development Cost: _____
- Assets to be located or used at the proposed leased premises: _____

4. References

- **Personal References** (provide at least two):
 - Name: _____
Relationship: _____
Contact Information: _____
 - Name: _____
Relationship: _____
Contact Information: _____
- **Professional References** (provide at least two):
 - Name: _____
Organization: _____
Contact Information: _____
 - Name: _____
Organization: _____
Contact Information: _____

5. Attachments

- ☐ Site Plan
- ☐ Business Plan
- ☐ Costs and Details of Structure
- ☐ List of Assets to be Located at Premises
- ☐ Authorization for Background Check
- ☐ Proof of financial capacity
- ☐ Personal and Professional References
- ☐ Other: _____

6. Certification

I certify that the information provided is accurate and complete. I understand that submission does not guarantee approval and that all leases are subject to Dalton Airport Authority, City of Dalton, Georgia Department of Transportation and Federal Aviation Administration rules and regulations.

Signature: _____

Date: _____

Submit to: Dalton Municipal Airport Manager, 4483 Airport Road SE, Dalton, GA 30721 or airport@daltonga.gov

CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

Change Order #5 on Hangar Project at Airport

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

Click or tap here to enter text.

FUNDING SOURCE IF NOT IN BUDGET

Covered by project underrun

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

We changed the t-hangar building manufacturer from the original plans which resulted in \$100k savings; however, when we finally received the IFC foundation plans from the structural engineer, the new building foundation design resulted in a \$17,654 increase from the original foundation plan. The second item is to add an underdrain which became necessary due to previously undiscovered French drains that were unearthed during site excavation. These French drains were not part of the original site plans and a considerable amount of water coming from these drains must be captured and tied into the site drainage plan.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

CITY OF DALTON
CHANGE ORDER

AP023-9000-45(313) Whitfield

CONTRACT CHANGE ORDER NO.: 5 or SUPPLEMENTAL AGREEMENT NO.: -
 AIRPORT: Dalton Municipal Airport (DNN) DATE: September 12, 2025
 LOCATION: Dalton, GA GDOT IDENTIFIER PID: T008616
 CONTRACTOR: Integrated Builds, LLC Project: Hangar Development

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

Item No.	Description	Unit	Unit Price	Quantity Total	Amount Total
114	Foundation Revisions per IFC Drawings - Schedule C-2	LS	\$ 17,654.00	1	\$ 17,654.00
115	Underdrain Installation, Including Corrugated Pipe, Geotextile Filter Fabric, Cleanouts, and Connections	LS	\$ 4,000.00	1	\$ 4,000.00

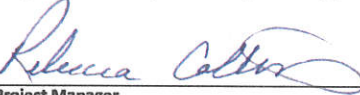
This Change Order Total (Base Bid)	\$ 21,654.00
Previous Change Order(s) Total (Base Bid)	\$ (87,892.15)
Original Contract Total	\$ 4,028,175.80
Revised Contract Total	\$ 3,961,937.65

Following change to a Modified PEMB T-Hangar design, approved in CO#1, and receipt of stamped shop drawings from Fulfab, Inc, the foundation drawings from issued for bid documents were revised by the structural engineer of record, Kornegay Engineering, Inc, to account for differences in the manufacturer's building loads versus the loads assumed during bidding, and subsequently issued for construction. Changes to the foundation plan per IFC plans are detailed below:

The square footage of the slab was reduced by 473 sf, but the overall concrete quantity was increased due to the twenty-six 3' x 3' x 2' and fourteen 4' x 4' x 2' spread footings being revised to thirty-six and four, respectively, and the addition of a recessed slab edge detail. This increased costs through the requirement of additional concrete, rebar materials, forming materials, and associated labor.

Contractor is also instructed to install underdrain parallel to edge of pavement by new T-Hangar building per RFI response dated 18 August 2025.

Recommended by:


Project Manager

9/12/2025
Date

Approved by:

Owner

Date

Accepted by:

Contractor

9-12-25
Date

T Hangar Quantity Comparison			
Item	Original Quantity	New Quantity	Notes
4" Slab Concrete	191 cubic yards	187 cubic yards	
3'x3'x2' Spread Footings Excavation	26 each or 12 cubic yards	4 each or 2 cubic yards	from subgrade
3'x3'x2' Spread Footings Concrete w/ waste	18 cubic yards	3 cubic yards	to 4" below FFE
4'x4'x2' Spread Footings Excavation	14 each or 11 cubic yards	36 each or 28 cubic yards	from subgrade
4'x4'x2' Spread Footings Concrete w/ waste	17 cubic yards	45 cubic yards	to 4" below FFE
1' wide x 2' deep Turndown Excavation	543' or 27 cubic yards	538' or 27 cubic yards	from subgrade
1' wide x 2' deep Turndown Concrete w/ waste	42 cubic yards	42 cubic yards	to 4" below FFE
Recessed Perimeter Ledge Forming & Finishing	n/a	622'	
Summary			
Concrete	268 cubic yards	277 cubic yards	
Excavation	50 cubic yards	57 cubic yards	
Recessed Ledge	0'	622'	



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

City Hall HVAC Project – Change Order #2

DEPARTMENT

Administration

REQUESTED BY

Todd Pangle

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$3,425.00

FUNDING SOURCE IF NOT IN BUDGET

Capital – Project Contingency

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

Two Isolation valves required for function of the two chillers to be installed. This was left inadvertently left off the original plans. This will include the labor and all parts.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

AIA® Document G701® – 2017

Change Order

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

CONTRACT INFORMATION:
Contract For: HVAC Replacement

Date: November 1, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: September 9, 2025

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

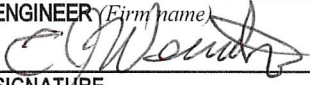
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 1,587,812.50
The net change by previously authorized Change Orders	\$ 36,000.00
The Contract Sum prior to this Change Order was	\$ 1,623,812.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,425.00
The new Contract Sum including this Change Order will be	\$ 1,627,237.50

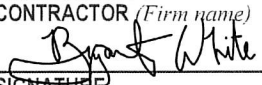
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

March Adams & Associates
ENGINEER *(Firm name)*

SIGNATURE

Jeff Westbrook, Project Manager
PRINTED NAME AND TITLE
9/10/2025
DATE

Cherokee Mechanical Inc.
CONTRACTOR *(Firm name)*

SIGNATURE

Bryant White, President
PRINTED NAME AND TITLE
9/10/25
DATE

City of Dalton
OWNER *(Firm name)*

SIGNATURE

Annalee Harlan Sams, Mayor
PRINTED NAME AND TITLE

DATE



Change Proposal

Date: 9/2/2025

To: City of Dalton
Address: City Hall
Project: Chiller Isolation Valves- Change Order
Engineer: March Adams and Associates

Scope of work:

Furnish and install (1) motorized chiller isolation valve per chiller (total of 2), control wiring, and control for automatic isolation of the standby chiller. This will allow for lead/lag and failover between the two chillers and optimize chiller efficiency and comfort control.

Material to be provided:

- ❖ Qty. 2- 4" 2-way butterfly valve with 120v Nema4 actuator (for Chiller 1)
- ❖ Qty. 2- 3" 2-way butterfly valve with 120v Nema4 actuator (for Chiller 2)
- ❖ Qty. 2- 3" class 150 slip-on weld flanges with bolt/gasket kit
- ❖ Qty. 2- 4" class 150 slip-on weld flanges with bolt/gasket kit
- ❖ Welding consumables

Labor to be provided:

- ❖ Weld flanges
- ❖ Install valves
- ❖ Conduit and wiring to valves

Total: \$3,425.00

By Bryant L. White Accepted _____ Date _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

Franklin St & Valley Dr Stormwater Bypass Project Contract Change Order No. 2

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

This request is for a contract deadline extension of 42 calendar days to October 31st, 2025 to enable Dalton Utilities to perform a waterline rehabilitation effort on Franklin Street prior to resurfacing taking place as under contract with Wright Brothers Construction Company, Inc..

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PROJECT:

Franklin & Valley Drive Stormwater Bypass Project

CHANGE ORDER NUMBER: 02

DATE: 9/15/2025

ARCHITECT'S PROJECT NO.: PW-2025-BD161-2

TO CONTRACTOR: Wright Brothers Construction Company, Inc.

CONTRACT DATE: 9/19/2025

CONTRACT FOR:

The Contract is changed as follows:

Contractor request time extension to achieve substantial completion by July 31st, 2025. The requested time extension is due to material procurement lead times, design issues resulting in layout changes and unforeseen issues with existing utilities.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$0
Net change by previously authorized Change orders	\$0
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$0
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$0
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$0
The Contract Time will be increased by	42 DAYS
The date of Substantial Completion as of the date of this Change Order therefore is	10/31/2025

NOTE:

This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONTRACTOR	OWNER
Wright Brothers Construction Company, Inc.	City of Dalton
Address	Address
1500 Lauderdale Memorial Hwy, Charleston Tn	300 West Waugh St. Dalton, GA 30720
BY	BY
DATE	DATE



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

9/15/2025

AGENDA ITEM

General Professional Services Agreement for GMC Heritage Point

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$48,700

FUNDING SOURCE IF NOT IN BUDGET

SPLOST 2024

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

Goodwyn Mills Cawood, LLC. (GMC) submitted this proposal for conceptual design services to develop a schematic plan with proposed improvements including a multi-use path/trail and/or roadway to connect

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Heritage Point Park baseball fields and soccer fields via the wooded area between the baseball complex and the soccer fields. Owner provided digital information related to boundary, topography, or environmental constraints will be utilized in developing the base file, otherwise we will use aerial images and property information available online to construct. The design team will need to make assumptions in regards to potential stream and wetland locations. Subsequent plans may need modification to better account for these features unless accurate information is provided by the owner. Please find below the understanding of project scope for the conceptual design and master planning services to be provided.

SCOPE OF SERVICES

The following is our understanding of the program elements that are to be provided in the master plan:

- o Trail connection connecting baseball complex with soccer complex
- o Heritage Point baseball complex shade improvements
- o Concession building renovation to provide umpire break room space
- o Budget estimates for SPLOST project items, trail, and future roadway
- o GOSP cost estimate worksheet
- o GOSP master plan
- o Concession Stand/Restroom refresh – ADA/arch. Improvements budget
- o Field Lighting (conversion to LED) budget



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

September 12, 2025

Andrew Parker
City Administrator
City of Dalton

REFERENCE: PROPOSAL FOR CONCEPTUAL DESIGN SERVICES

PROJECT: HERITAGE POINT SPLOST PROJECTS & GOSP GRANT APPLICATION

Andrew,

Goodwyn Mills Cawood, LLC. (GMC) is pleased to submit this proposal for conceptual design services to develop a schematic plan with proposed improvements including a multi-use path/trail and/or roadway to connect Heritage Point Park baseball fields and soccer fields via the wooded area between the baseball complex and the soccer fields. Owner provided digital information related to boundary, topography, or environmental constraints will be utilized in developing the base file, otherwise we will use aerial images and property information available online to construct. The design team will need to make assumptions in regards to potential stream and wetland locations. Subsequent plans may need modification to better account for these features unless accurate information is provided by the owner. Please find below the understanding of project scope for the conceptual design and master planning services to be provided.

SCOPE OF SERVICES

The following is our understanding of the program elements that are to be provided in the master plan:

- Trail connection connecting baseball complex with soccer complex
- Heritage Point baseball complex shade improvements
- Concession building renovation to provide umpire break room space
- Budget estimates for SPLOST project items, trail, and future roadway
- GOSP cost estimate worksheet
- GOSP master plan
- Concession Stand/Restroom refresh – ADA/arch. Improvements budget
- Field Lighting (conversion to LED) budget

Roadway Feasibility Study: GMC, with the Owner, will define Owner requirements for the Project, including design objectives and constraints, flexibility, expandability, and any budgetary limitations, and identify available data, information, reports, and site evaluations.

GMC will prepare a Preliminary Engineering Report (PER) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Architect/Engineer's recommended solution(s). Identify



alternative solutions potentially available to Owner. For the recommended solution Architect/Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Architect/Engineer and its Consultants; and a tabulation of Total Project Costs.

Conceptual Site Design:

We will produce an overall hand sketched masterplan incorporating proposed improvements with one or more options for your review. We will meet with you and others and obtain input for the proposed concepts.

Based on your comments and input we can finalize the master plan. All recommendations will be presented on a masterplan illustrating what the proposed conditions will look like. Deliverable will include the following:

- o Illustrated Color Master Plan
- o Baseball Shade Concept

We will provide you with a pdf/electronic version suitable for reproduction and use in GOSP grant applications.

Umpire Break Room:

We will prepare a preliminary floor plan, improvement narrative, and associated budget for a new umpire break room on the second floor of the existing concession building. The scope will also include budget estimates for bathroom renovations and preliminary measurements of the space. If the project moves forward with construction documents, additional measurements and/or as-built drawings will be required.

Cost Estimate:

We will provide a cost estimate for all proposed improvements in addition to completing the GOSP grant application cost estimate.

Exhibit B

COMPENSATION

Based on the scope of work listed above we are proposing a fee as provided below.

Phase	Fee Structure		Fee
Roadway Feasibility Study	Lump Sum	\$	16,000
Conceptual Site Design	Lump Sum	\$	18,800
Umpire Break Room	Lump Sum	\$	10,400
Cost Estimate	Lump Sum	\$	3,500
Total Fee	Lump Sum	\$	48,700

SCHEDULE

GMC is prepared to begin these services immediately upon notice. It is anticipated that these services will require 4 to 5 weeks to generate a Preliminary Master Plan Design prior to our first review meeting.



If this proposal meets your approval, please signify by adding your signature below and sending back to me. We look forward to working with you on this project.

Sincerely,

GOODWYN MILLS CAWOOD, LLC

Matt Mitchell, PLA, LEED AP
VP, Georgia Landscape Architecture

AGREED:

Signed

By

Date



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/15/2025

AGENDA ITEM

The request of J. Figueroa Construction to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia at Tax Parcel 12-255-03-029

DEPARTMENT

Planning and Zoning

REQUESTED BY Juan Figueroa

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. 25-20

To rezone property of J. Figueroa Construction, 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, J. Figueroa Construction, LLC, by and through its authorized agent, Juan Figueroa, has petitioned for rezoning of certain real property it owns from M-2 classification to R-5 classification;

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

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

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

NOW, THEREFORE, BE IT 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. 12-255-03-029 (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: August 25, 2025

A. SUBJECT: The request of J. Figueroa Construction to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia at Tax Parcel 12-255-03-029 (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 25, 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 Juan Figueroa.

Public Hearing Summary:

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

Juan Figueroa represented the petition and made no additional comments.

The public hearing closed at 6:57 pm.

Recommendation:

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

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Juan Figueroa is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-255-03-029) containing a total of 0.25 acres located at 911 Riverbend Rd. The subject property has contained the current single-family detached dwelling since 1958 according to Whitfield County Tax records: The petitioner's request was made to restore electric service to the dwelling for re-occupation.

The surrounding uses and zoning are a small vacant tract of land to the north zoned M-2. A larger tract of land to the east is zoned M-2 which contains a small commercial/industrial building. A comparably sized tract of land to the south that contains a single-family detached dwelling that is also zoned M-2. A larger tract of land to the west contains two single-family detached dwellings and is zoned M-2. Also to the west is a tract of land that contains a large manufacturing building.

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, along with other adjacent properties, has been developed for single-family detached use for over 50 years. The City's former pyramid-style zoning ordinance would have permitted residential uses in the M-2 zone district, which may explain the existence of the M-2 zone at this location despite the long-standing residential development pattern. This area is host to a number of varying developments from single-family detached, commercial, and industrial with the subject property appearing to be within a small "pocket neighborhood."

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

The proposed rezoning would likely have no negative impacts on any of the surrounding adjacent properties.

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

The M-2 zone district of the UZO is intended solely for high-intensity industrial and manufacturing developments.

(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 an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

This is an area with an abundance of public utility capacity for both water and sewer as well as proximity to one of the county's arterial corridors, so there would be no expectation for a burden in regard to public infrastructure if this rezoning is approved.

(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 reinvestment in aging residential neighborhoods where blight and high vacancy rates are notable. The proposed rezoning is an excellent fit based on the intent of the Comprehensive Plan and Town Neighborhood Revitalization character area.

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

No issues were identified here. The proposed rezoning would establish an island of R-5 zoning entirely surrounded by the M-2 zone district, but the majority of adjacent properties are developed for single-family detached use rather than manufacturing.

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

1. The requested R-5 zone district would allow for the use of the subject property in a manner that would not conflict with the established pattern of development in this area.

2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given the reduction in proposed land use intensity.
3. The requested R-5 zone district would allow for re-occupation of the subject property that would not conflict with the intent of the Town Neighborhood Revitalization character area based on the established development pattern and zoning of this area.

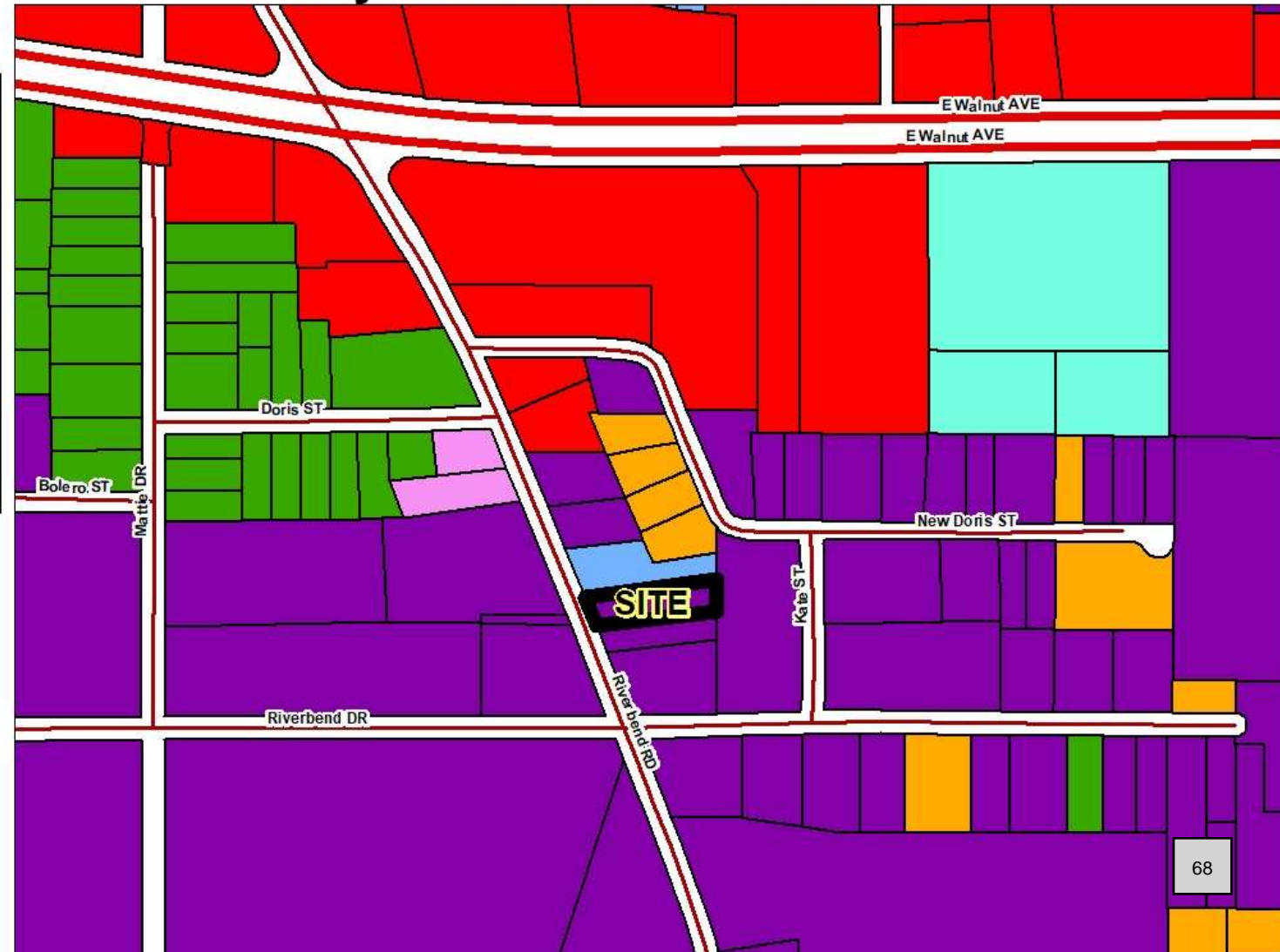
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



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)

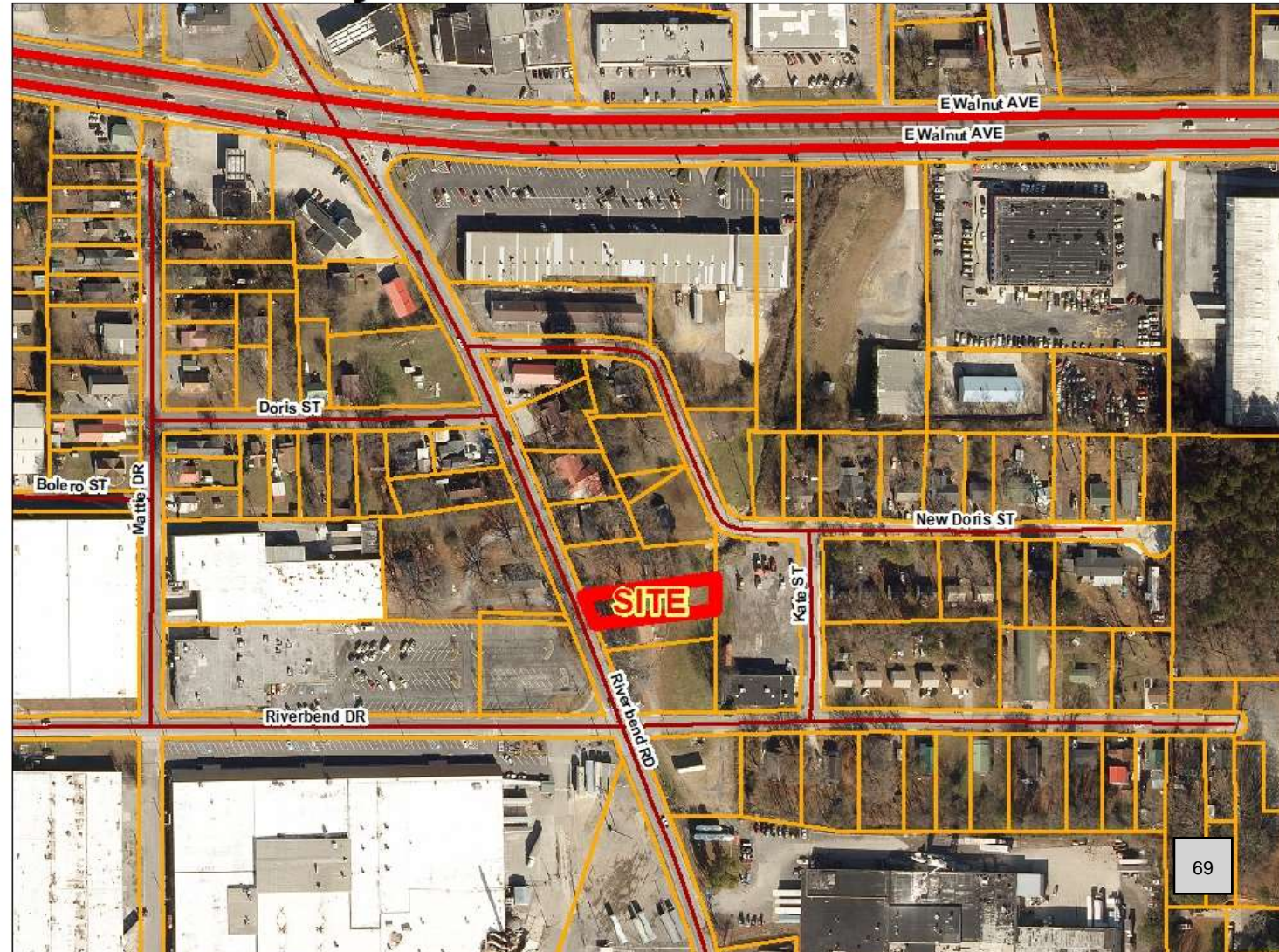
FEET
250



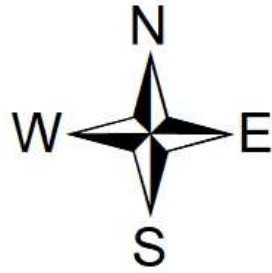
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



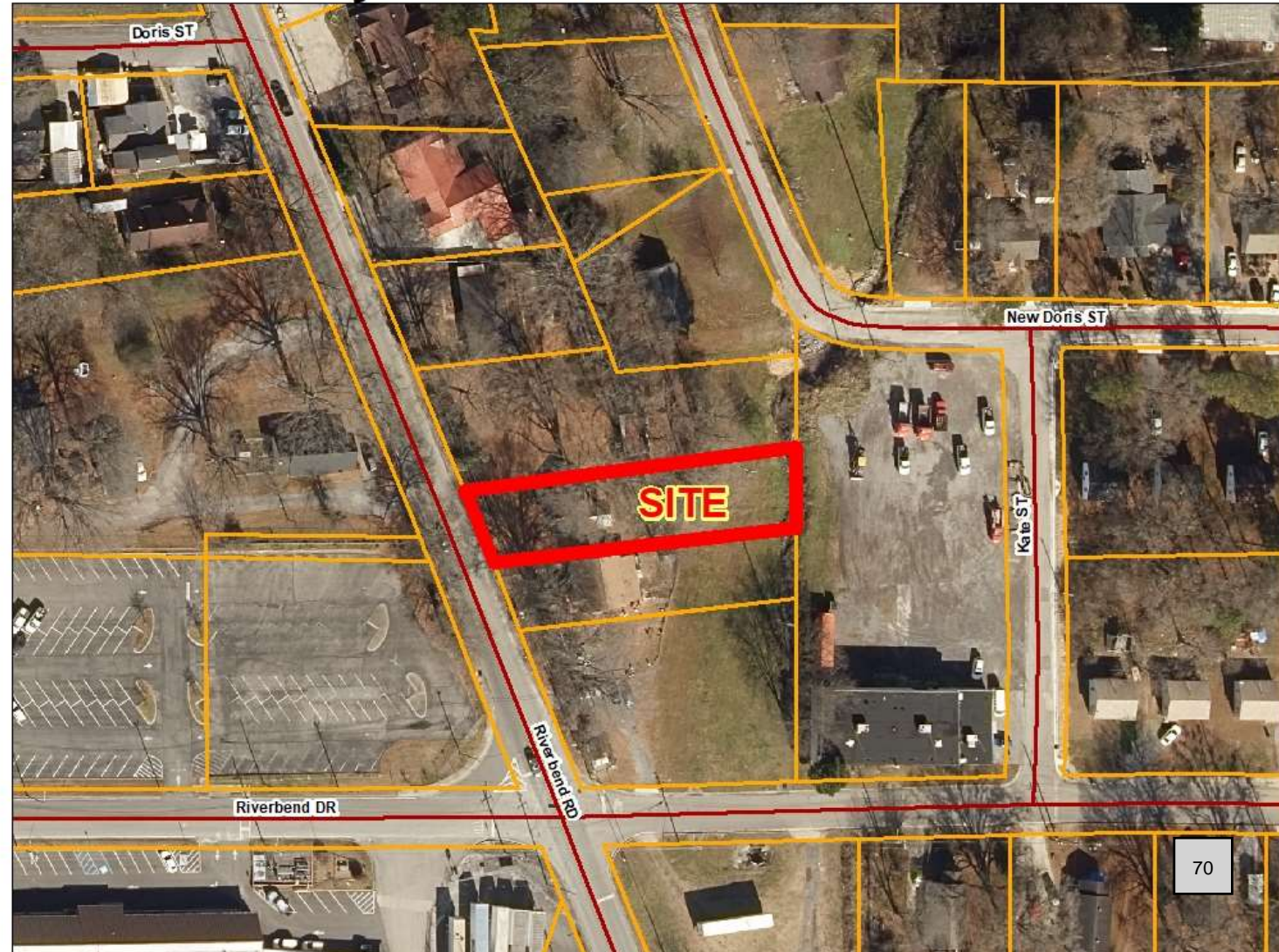
FEET
250



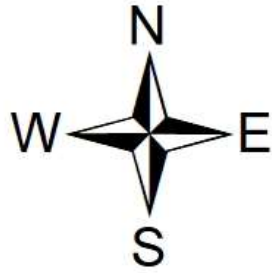
**Figueroa Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
100**



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



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

FEET
250





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/15/2025

AGENDA ITEM

The request of BC Acquisitions LLC to rezone from Rural Residential (R-5) and Light Manufacturing (M-1) to Zero Lot Line Residential (R-4) a tract of land totaling 13.0 acres located on American Drive, Conway Street and Threadmill Road, Dalton, Georgia. Parcels (12-275-05-060, 12-275-05-063, 12-275-05-064)

DEPARTMENT

Planning and Zoning

REQUESTED BY Mike Price

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. 25-21

To rezone certain real property under the authority of BC Acquisitions, LLC, from a Rural Residential (R-5) and Light Manufacturing (M-1) Classification to a Zero Lot Line Residential (R-4); to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Mill One Development, LLC (“Mill One Development”) has represented that it owns certain real property identified as Tax Parcel No. 12-275-05-060, which is currently zoned Rural Residential (R-5);

WHEREAS, Crutchfield Properties, LLLP (“Crutchfield Properties”) has represented that it owns certain real property identified as Tax Parcel No. 12-275-05-063, which is currently zoned Rural Residential (R-5);

WHEREAS, Drennon Crutchfield, Jr. and Daniel Allen Crutchfield have represented that they own certain real property identified as Tax Parcel No. 12-275-05-064, which is currently zoned Light Manufacturing (M-1);

WHEREAS, Mill One Development, Crutchfield Properties, Drennon Crutchfield, Jr., and Daniel Allen Crutchfield, have each appointed BC Acquisitions, LLC, to act as their authorized agent with respect to the proposed rezoning of the respective parcels of real property referenced herein;

WHEREAS, BC Acquisitions, LLC, has petitioned for rezoning of said parcels of real property from their current respective classifications to R-4 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. 12-275-05-060, is hereby rezoned from R-5 classification to R-4 classification.

Section 2.

The real property located within the city limits, which is identified as Tax Parcel No. 12-275-05-063 is hereby rezoned from R-5 classification to R-4 classification.

Section 3.

The real property located within the city limits, which is identified as Tax Parcel No. 12-275-05-064, is hereby rezoned from M-1 classification to R-4 classification.

Section 4.

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

Section 5.

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 6.

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

Section 7.

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

SO ORDAINED this _____ day of _____, 2025.

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

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

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

CITY CLERK, CITY OF DALTON

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: August 25, 2025

A. SUBJECT: The request of BC Acquisitions LLC to rezone from Rural Residential (R-5) and Light Manufacturing (M-1) to Zero Lot Line Residential (R-4) a tract of land totaling 13.0 acres located on American Drive, Conway Street and Threadmill Road, Dalton, Georgia. Parcels (12-275-05-060, 12-275-05-063, 12-275-05-064) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 25, 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 Mike Price.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis, which recommended approval of the R-4 rezoning. There were no further questions for Calhoun.

Mike Price represented the petition with power of attorney. Price notes the preliminary site plan showing stormwater and sidewalks. Octavio Perez confirmed with Price that a playground is planned for the green space area shown on the preliminary site plan. Chris Shiflett asked Price if their company had any other active projects in Whitfield County, to which Price stated they did not. Steve Laird inquired about the size of the proposed single-family detached dwellings, and Price stated that they plan to build dwellings ranging from 1,400 to 1,600 square feet in floor area.

James Darrel Long, a Whitfield County resident, did not oppose the rezoning, but Long noted his knowledge of potential soil contamination on the subject property from a former use.

Price stated they are aware of potential soil contamination and completed a phase one environmental study, which confirmed some soil contamination. Price stated that a phase two environmental study is in progress and that the findings of the environmental study will determine the feasibility of the proposed development.

The public hearing closed at 7:08 pm.

Recommendation:

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

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

ZONING CASE: BC Acquisitions, LLC is seeking to rezone from Rural Residential (R-5) and Light Manufacturing (M-1) to Zero Lot Line Residential (R-4) three adjacent tracts of land (parcels 12-275-05-063, 060, and 064) containing a combined total of 13 acres located along the south R/W of Conway Street and the north R/W of Threadmill Street. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to develop approximately 58 single-family detached dwellings as part of a major subdivision.

The surrounding uses and zoning are as follows: To the north of the subject property are two adjacent tracts of land zoned R-2 and R-7. The R-2 tract of land contains Threadmill Lake and the R-7 tract contains an 8-unit condominium development. To the east are six adjacent tracts of land zoned R-5 and M-2. Each of the five R-5 tracts contains a single-family detached dwelling, while the M-2 tract contains a manufacturing/industrial operation. To the south of the subject property four adjacent tracts of land zoned R-3 and M-2. Three of the southern tracts contain manufacturing operations while the fourth contains a city-maintained recreation park. To the west is a single adjacent tract of land zoned M-1 that contains a manufacturing operation.

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 six different zone districts, of which four of these adjacent zone districts are residential in character. The existing R-5 zoning of the subject property would permit single-family detached dwellings as well as duplex dwellings. The proposed F-4 rezoning would only permit single-family detached dwellings. Based on the attached preliminary site plan, the proposed development would create a similar unit per acre density as compared to that of the adjacent neighborhood. Considering the adjacent manufacturing zoning and operations, as well as the adjacent multi-family zoning and development, the proposed R-4 rezoning and neighborhood development is a reasonable fit for this location.

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

As previously stated, the proposed R-4 rezoning would limit the development potential of the subject property to single-family detached dwellings. The size, scale, and setbacks of the proposed development would be comparable to the adjacent neighborhood in both character and unit/acre lot density. It is unlikely that the proposed rezoning and development would have any negative impact on the values of the adjacent or nearby properties if this rezoning is approved.

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

There is no hardship observed regarding the subject property's existing R-5 and M-1 zoning. However, the proposed R-4 rezoning and development would better reflect the established adjacent neighborhood than the potential use of the subject property under its current zoning. The petitioner has completed notable due diligence in preparing a preliminary site plan, which includes new public roads as well as stormwater infrastructure.

(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-4) 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.

The proposed rezoning and development would create a new public street that would access American Drive and Birch Street. The new street would be required to be designed and constructed to current city standards as part of the plat review process if the rezoning is approved. Only three of the proposed lots will access Threadmill Road, which has exceptional ingress/egress visibility from the subject property. Considering that the proposed development will be required to pass both the preliminary and final plat review processes, the R-4 zoning would permit comparable development potential to the R-5 zone district regarding impact to public utilities and infrastructure. All new streets, stormwater infrastructure, and water and sewer improvements to serve this development will come at the expense of the developer.

(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 Joint Comprehensive Plan's future development map (FDM) shows this property to be within the Suburban character area. This character area is intended to protect the integrity of the established suburban residential neighborhoods from dissimilar development. The primary land use recommended for this character area is single-family detached dwellings. The recommendation for infill development within this character area should be reflective of the scale and type of the existing neighborhood. The R-4 zone district strictly prohibits any other development type than single-family residential dwellings. The adjacent R-5 neighborhood's existing lots average 7,000-8,000 square feet, while the proposed development's lots average 5,000 square feet. While the proposed development's lots are slightly smaller on average as compared to the adjacent neighborhood, the new development must comply with modern stormwater requirements

that the existing neighborhood did not. The unit per acre density of the proposed development compared to the overall unit/acre density of the existing neighborhood could be considered comparable when calculating the amount of greenspace and stormwater infrastructure. It is also notable that the R-4 zone district would limit dwelling types to single-family detached, which is notable as the existing R-5 zoning would permit duplex dwellings.

(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-4 rezoning will create an island of R-4 zoning at this location. However, the proposed island of R-4 zoning would be comparable in development character to that of the subject property’s existing R-5 zoning. One will also note the adjacent R-7 zone district.

(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.

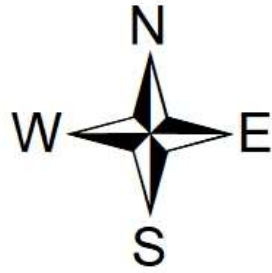
N/A

CONCLUSION:

The staff can provide a recommendation to approve the R-4 rezoning of the subject property based on the following factors:

1. The requested R-4 zone district would allow for the subject property to be zoned and utilized similarly to other adjacent properties, while restricting the development potential to single-family detached dwellings.
2. The Suburban character area in the comprehensive plan would not conflict with the proposed R-4 rezoning at this location based on the similarity in density and dwelling type to the adjacent residential development.
3. The R-4 zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the established single-family detached neighborhood.

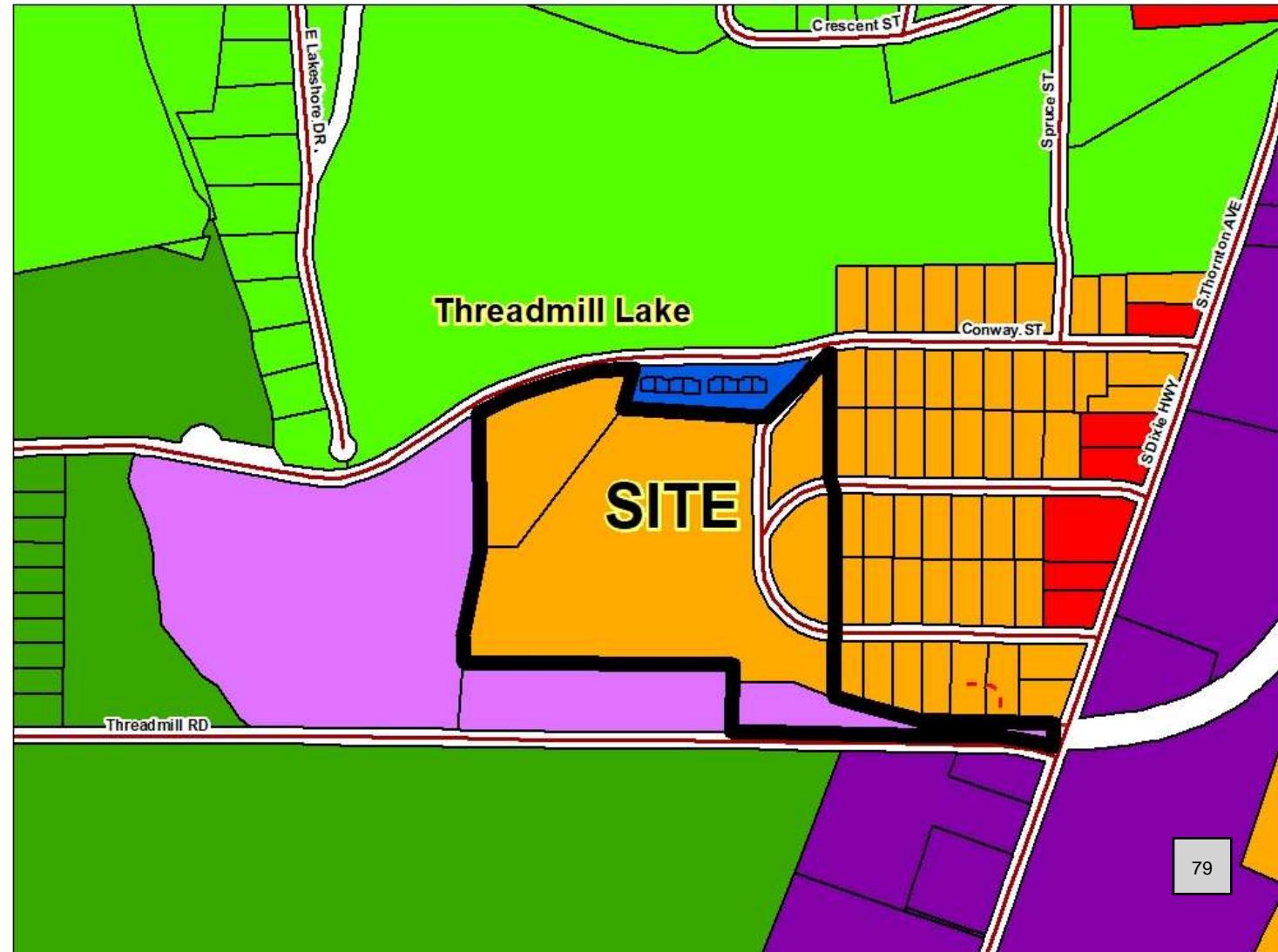
B C Acquisitions LLC Rezoning Request
R-5, Rural Residential/M-1,Light Manufacturing
to
R-4, Zero Lot Line Residential
CITY OF DALTON JURISDICTION



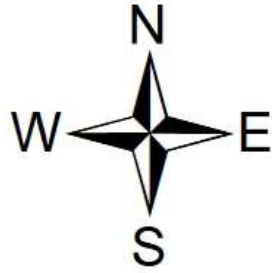
ZONING

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

FEET
500



B C Acquisitions LLC Rezoning Request
R-5, Rural Residential/M-1, Light Manufacturing
to
R-4, Zero Lot Line Residential
CITY OF DALTON JURISDICTION



FEET
500



B C Acquisitions LLC Rezoning Request
R-5, Rural Residential/M-1, Light Manufacturing
to
R-4, Zero Lot Line Residential
CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Preserve
-  Suburban Neighborhood

FEET
500

