



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 06, 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 Per Person)*

Presentations:

1. Staff Reports

Proclamations:

- [2.](#) Cybersecurity Awareness Month - October 2025 - City IT Department

Minutes:

- [3.](#) Mayor & Council Minutes of September 15, 2025

Unfinished Business:

- [4.](#) Second 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.
- [5.](#) Second 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).

New Business:

- [6.](#) Review of (5) New 2025 Alcohol Beverage Applications
- [7.](#) Amendment to School Resource Officer Contract for 2025-2026 School Year
- [8.](#) Contract Renewal with CLC Photography for Professional Sports Photography Services for Youth Sports Programs

- [9.](#) Resolution 25-22 To Apply for The Georgia Outdoor Stewardship Program
- [10.](#) Resolution 25-23 To Ratify the Grant Agreement Between the Appalachian Regional Commission and The City of Dalton
- [11.](#) Lease Agreement with the Latin American Association, Inc.
- [12.](#) Franklin Street & Valley Drive Stormwater Bypass Project Contract Change Order No. 003
- [13.](#) First Reading Ordinance 25-22 The request of David Armstrong to rezone from High Density Residential (R-7) Cond to Rural Residential (R-5) a tract of land totaling 1.9 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038).

Supplemental Business

Announcements

Adjournment

PROCLAMATION



CYBERSECURITY AWARENESS MONTH OCTOBER 2025

WHEREAS, during Cybersecurity Awareness Month, we highlight the importance of safeguarding our Nation’s critical infrastructure from malicious cyber activity and protecting citizens and businesses from ransomware and other attacks. We also raise awareness about the simple steps Americans can take to secure their sensitive data and stay safe online; and

WHEREAS, cyberattacks affect our day-to-day lives, our economy, and our national security. By destroying, corrupting, or stealing information from our computer systems and networks, they can impact electric grids and fuel pipelines, hospitals and police departments, businesses and schools, and many other critical services that Americans trust and rely on every day. That is why it is important to continuously improve our cybersecurity and focus on these main points of cybersecurity:

- **Use strong passwords and a password manager:** Strong passwords are critical to protecting data. Password managers are a powerful tool to help you create long, random, and unique passwords for each of your accounts.
- **Turn on multifactor authentication (MFA):** You need more than a password to protect your online accounts and enabling MFA makes you significantly less likely to get hacked.
- **Recognize & report phishing:** Phishing emails, texts, and calls are the number one way data gets compromised. Be cautious of unsolicited emails, texts or calls asking for personal information. Avoid sharing sensitive information or credentials over the phone or email unless necessary and don’t click on links or open attachments sent from unknown sources.
- **Update software:** Ensuring your software is up to date is the best way to make sure you have the latest security patches and updates on your devices.

NOW, THEREFORE BE IT RESOLVED, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim October 2025 as “**Cybersecurity Awareness Month**” and I encourage all citizens and residents to share helpful tips and resources with friends and family, especially vulnerable groups like seniors.

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

Mayor _____

Date _____ October 6, 2025

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 15, 2025

The Mayor and Council held a meeting this evening at 6:06 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Nicky Lama, Tyree Goodlett, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Steve Farrow attended a short portion of the meeting via zoom to comment on the Life and legacy of Mayor James A. Middleton but did not officially take part in the meeting.

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 Mock, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Speaker: John Lugthart, Biology Professor at Dalton State College addressed the Mayor and Council on the proposed bridge project at Heritage Point Park which may be in conflict with ongoing conservation and restoration efforts in the area. Lugthart stated that he and colleagues are involved in a multi-year floodplain restoration project in the same area.

Dr. Wilms a Retired elementary and middle school science teacher and partner in a US Fish and Wildlife grant for pollinator garden and forest rehabilitation spoke on the proposed bridge project at Heritage Point Park. Wilms stated the bridge project could potentially expand green space restoration around the bridge, enhance Mill Creek's health for wildlife and people, could potentially connect with existing greenways in Dalton and envisions a larger Mill Creek Greenway similar in spirit to Central Park. Wilms asked about the following: the traffic impact on Hale Bowen Drive since it's not a major roadway, how will increased traffic be handled, about safety concerns for Park Creek Elementary students during pickup/drop-off and further asked will there be speed bumps, sidewalks, or bike lanes?

Mayor Sams stated to both commenters that City Administrator Andrew Parker or another City representative will be in touch with them.

PROCLAMATIONS/RECOGNITIONS

Constitution Week - September 17-23, 2025 - Dell Bailey & Bitsy McFarland, DAR

Mayor Sams proclaimed September 17–23, 2025 as Constitution Week in Dalton, Georgia. Sams stated the week marks the 238th anniversary of the drafting of the U.S. Constitution and encouraged all citizens to reflect on the rights and responsibilities of American citizenship, recognize the importance of the Constitution and participate in patriotic celebrations honoring this historic document.

Nancy Trejo - 30 Years of Service - Dalton Housing Authority

Mayor Sams presented a Certificate of Recognition dated September 15, 2025 to Nany Trejo for 30 years of dedicated service to the Dalton Housing Authority (now Well-Housed Dalton). Sams stated Trejo has a Long-standing commitment to the community with trustworthiness and strong relationships with residents.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of August 18, 2025. On the motion of Councilmember Mock, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

On the motion of Councilmember Mock, second Councilmember Lama, the Special Called Mayor & Council Minutes of August 21, 2025 were approved. The vote was unanimous in favor.

RESOLUTION 25-16 TO HONOR THE LIFE AND LEGACY OF MAYOR JAMES A. MIDDLETON

Mayor Sams read Resolution 25-16 to honor the life and legacy of Mayor James A. Middleton. Sams stated in recognition of his distinguished service and lasting legacy, the Mayor and City Council of Dalton have officially dedicated the baseball and softball fields at Heritage Point Park in his memory. Sams continued stating these fields will now be known as the Jim Middleton Fields at Heritage Point Park and upon adoption of the Resolution this change will take effect immediately. On the motion of Councilmember Mock, second Councilmember Lama, the Resolution was adopted. The vote was unanimous in favor.

RESOLUTION 25-18 TO LOAN FUNDS TO THE HOUSING AUTHORITY OF THE CITY OF DALTON

City Administrator Andrew Parker presented 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. Parker stated the Resolution formalizes a request from the Housing Authority of the City of Dalton for a \$1 million loan to support the development of Walton Fields Phase One, an income-based public housing project. Parker stated the City of Dalton will issue a promissory note for \$1 million to the Housing Authority. Further stating the loan will carry an interest rate of 1% per annum and a deed to secure debt will be granted by the Housing Authority, tied to an 8.6-acre tract at the northeast corner of Fields Avenue. Parker stated the first interest payment of \$30,000 will be due on October 1, 2028, allowing time for project completion and annual interest payments of \$10,000 will follow each year on October 1st through 2045, at which time the entire principal balance will be due. On the motion of Councilmember Mock, second Councilmember Lama, the Resolution was adopted. The vote was unanimous in favor.

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

City Administrator Andrew Parker presented Resolution 25-19 to authorize participation in Opioid Settlement Agreements with Secondary Manufacturers. Parker stated the Resolution authorizes the City of Dalton to participate in a new national opioid settlement involving secondary manufacturers. Parker stated this marks the fifth opioid-related settlement the city has joined. Continuing, Parker stated the resolution affirms that it is in the best interest of the City of Dalton to join the agreement and receive funds to help mitigate the effects of opioid abuse in the community. Parker noted the city has previously worked with local nonprofits to provide opioid-related services and support. Summarizing Parker stated the resolution additionally authorizes the City Administrator and Chief Financial Officer to execute all necessary documents to opt into the settlement. On the motion of Councilmember Mock, second Councilmember Goodlett, the Resolution was adopted. The vote was unanimous in favor.

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

City Attorney Jonathan Bledsoe presented Resolution 25-20, which authorizes Dalton Utilities to participate in a property exchange involving Plant Wansley, a now-closed coal-fired power plant. Bledsoe stated Dalton Utilities owns a 1.4% interest in Plant Wansley and the plant's co-owners (including Georgia Power, MAG, and Oglethorpe Power) have identified a portion of the property for the construction of new gas-fired generation facilities. Bledsoe stated Dalton Utilities' share of the site amounts to 3.3 acres and under the Resolution, Dalton Utilities would exchange its ownership interest in the land for participation in the new generation project being developed by Georgia Power. On the motion of Councilmember Mock, second Councilmember Lama, the Resolution was adopted. The vote was unanimous in favor.

RESOLUTION 25-21 A RESOLUTION TO ADOPT AIRPORT GROUND LEASING POLICY

Airport Director Andrew Wiersma presented Resolution 25-21 a Resolution to adopt an Airport Ground Leasing Policy. Wiersma stated the Resolution aims to streamline and standardize the leasing process for airport property. Wiersma added it includes a standard application process, lease rates, background check requirements and other procedural guidelines. On the motion of Councilmember Lama, second Councilmember Mock, the Resolution was adopted. The vote was unanimous in favor.

AIRPORT HANGAR PROJECT CHANGE ORDER #5

Airport Director Andrew Wiersma presented Airport Hangar Project Change Order #5. Wiersma stated the change order includes a \$17,654 increase due to a foundation adjustment required after switching hangar manufacturers (originally addressed in Change Order No. 1, which saved approximately \$100,000). Wiersma went on to say the drainage issues required the installation of an underdrain system and that the additional cost will be fully covered by the project underrun from Change Order No. 1. On the motion of Councilmember Lama, second Councilmember Mock, the Change Order was approved. The vote was unanimous in favor.

CITY HALL HVAC PROJECT - CHANGE ORDER #2

City Administrator Andrew Parker presented Change Order #2 regarding City Hall's HVAC reconstruction Project. Parker stated the change involves replacing manual isolation valves with automated motorized isolation valves to allow the system to function automatically. Adding Parker stated the cost of the change order is \$3,425 and will be covered by the project contingency fund already included in the project budget. On the motion of Councilmember Mock, second Councilmember Lama, the Change Order was approved. The vote was unanimous in favor.

FRANKLIN STREET & VALLEY DRIVE STORMWATER BYPASS PROJECT CHANGE ORDER NO. 002

Public Works Director Chad Townsend presented Change Order No. 002 for the Franklin Street and Valley Drive Stormwater Bypass Project. Townsend stated the Change Order is requesting a 42-calendar-day extension to the contract with Wright Brothers Construction Company. Townsend added the extension is needed to allow Dalton Utilities to complete a waterline upgrade within the construction zone and there is no change to the contract value, only the project timeline is affected. On the motion of Councilmember Lama, second Councilmember Goodlett, the Change Order was approved. The vote was unanimous in favor.

GENERAL PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS
CAWOOD, LLC FOR HERITAGE POINT PARK IMPROVEMENTS

Recreation Director Steve Roberts presented a professional services agreement with Goodwyn Mills Cawood (GMC) to develop a conceptual master plan for improvements at Heritage Point which includes feasibility, a schematic design and cost estimate in support of a Georgia Outdoor Stewardship Program (GOSP) grant application. Roberts went on to say the conceptual design is for a multi-use path and trail, a roadway connection between the baseball and soccer complexes through the wooded area, shade structures, concession stand and restroom renovations, LED field lighting upgrades and budgeting for a potential splash pad. Roberts added it also includes preparation of a cost estimate worksheet for the GOSP grant, and a road feasibility study (not a commitment to build the road) Roberts further added these improvements were part of the 2024 SPLOST voter-approved projects adding that the pre-application deadline for the GOSP grant is mid-next month, making this step time-sensitive. Roberts noted the project will involve stakeholder engagement, including schools, environmental groups, and community partners like Limestone Valley RC&D. On the motion of Councilmember Mock, second Councilmember Goodlett, the Agreement was approved. The vote was unanimous in favor.

FIRST READING ORDINANCE 25-20 - REZONING REQUEST OF J. FIGUEROA
CONSTRUCTION

Assistant Planning Director Ethan Calhoun presented the First Reading Ordinance 25-20 a 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. Calhoun stated Staff and the Planning Commission recommended approval.

FIRST READING ORDINANCE 25-21 REZONING REQUEST OF BC ACQUISITIONS LLC

Assistant Planning Director Ethan Calhoun presented the First Reading Ordinance 25-21 a 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). Calhoun stated Staff and the Planning Commission recommended approval.

EXECUTIVE SESSION

On the motion of Council member Mock, second Council member Lama, the Mayor and Council adjourned into executive session to discuss personnel at 6:56 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: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

10/6/2025

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.

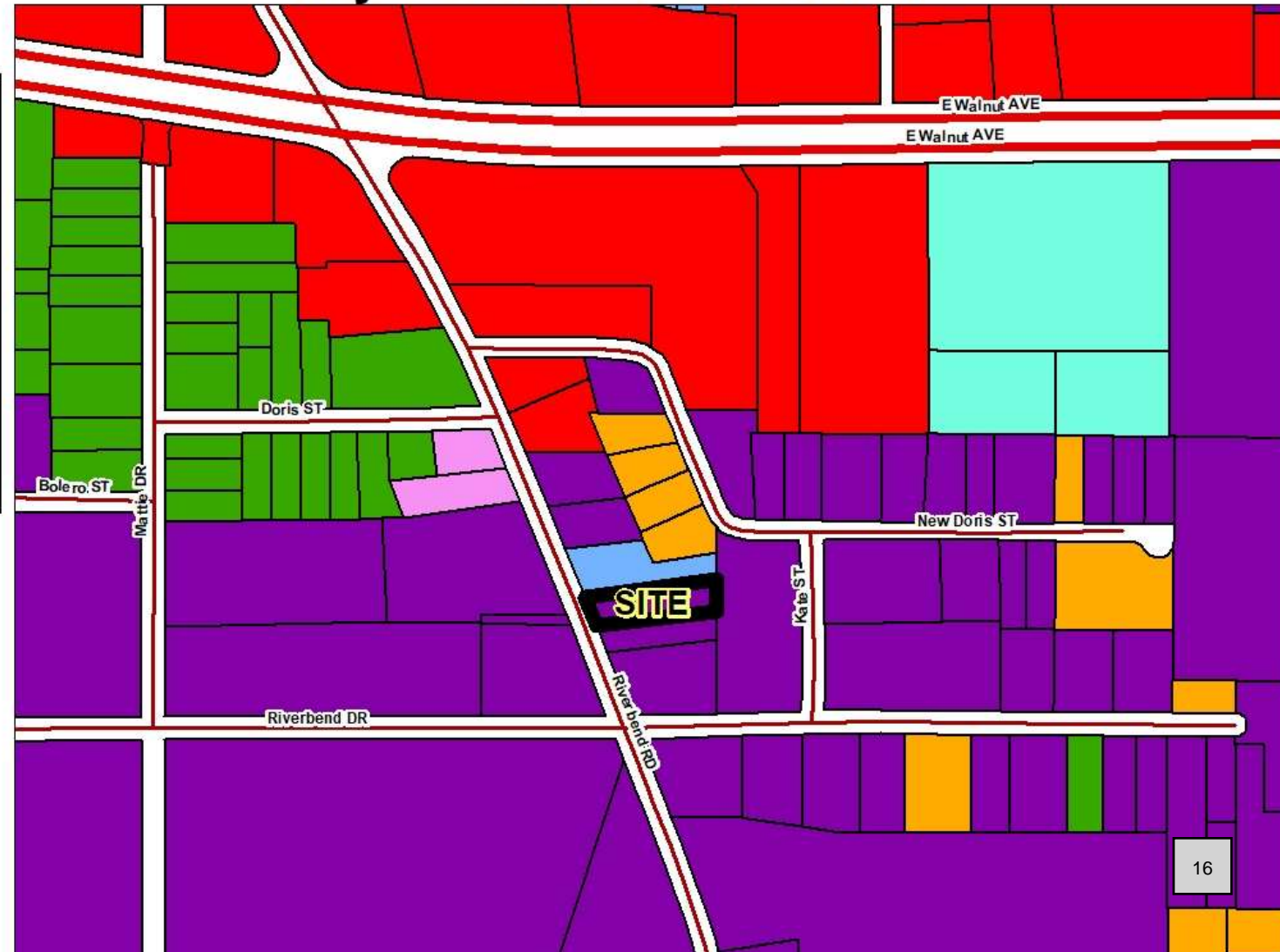
Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



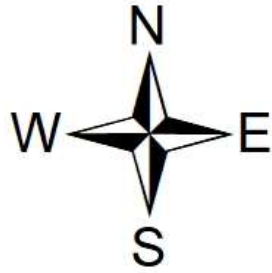
ZONING

-  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)

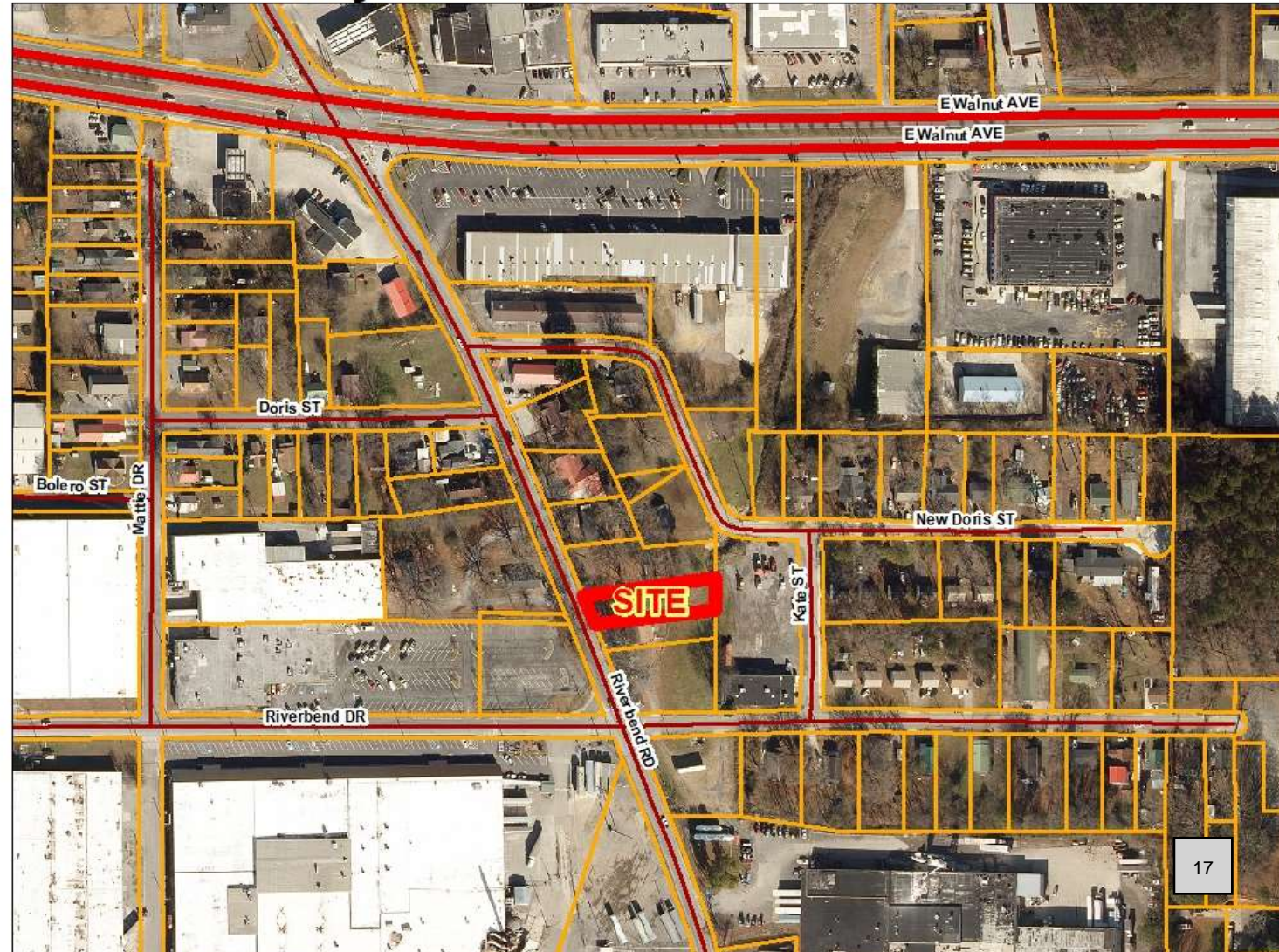
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Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



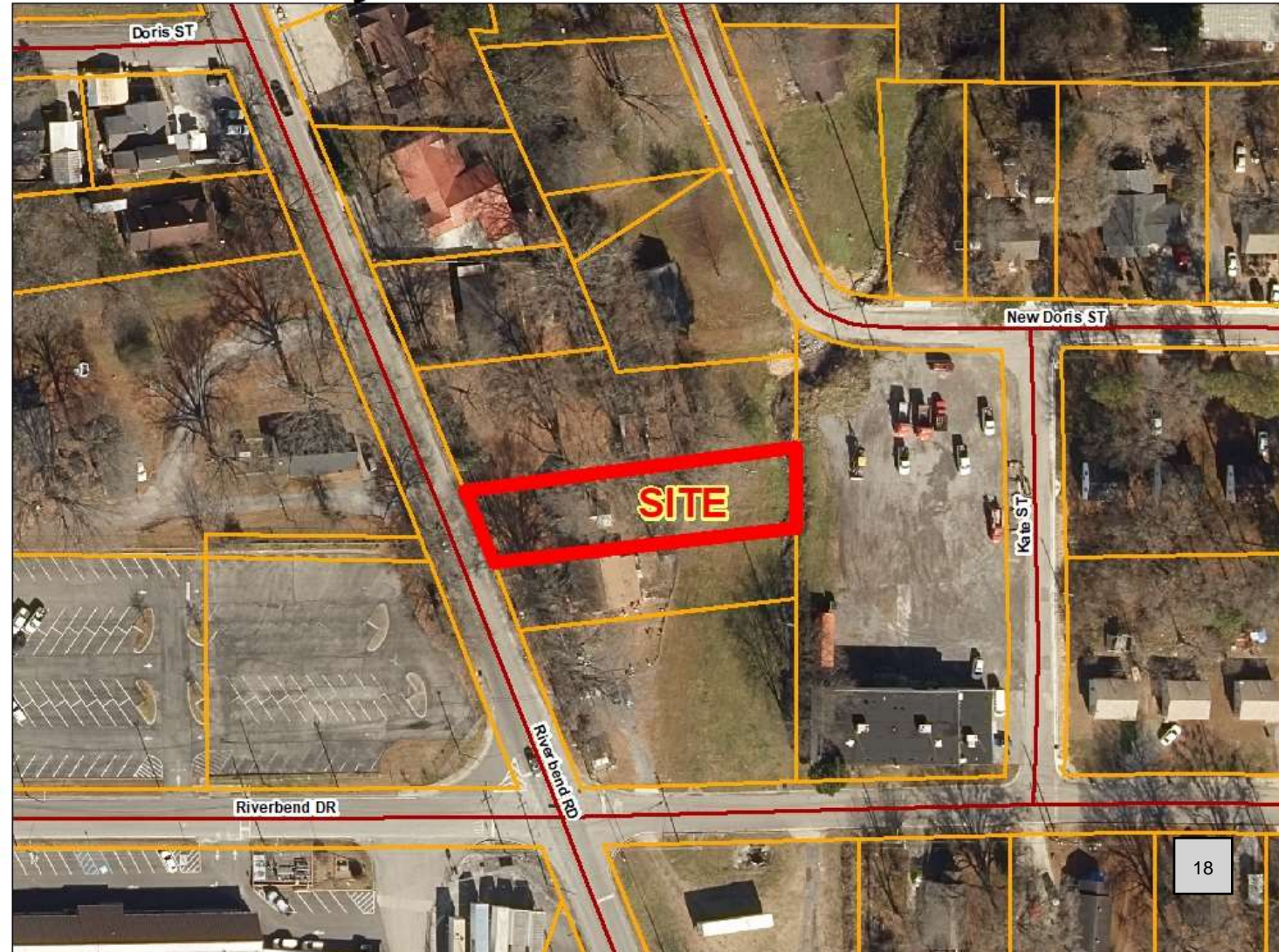
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**Figueroa Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**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

10/6/2025

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.

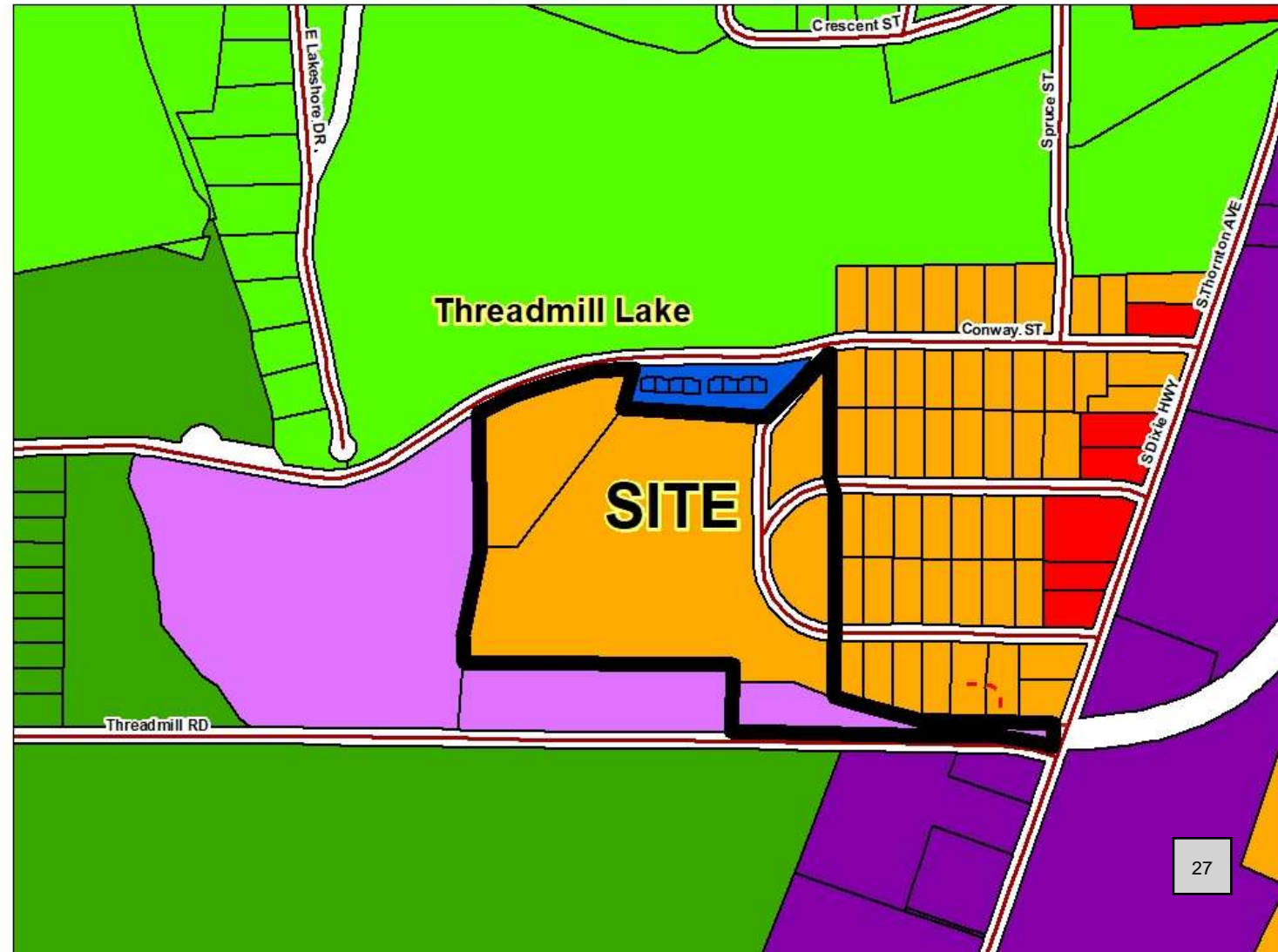
B C Acquisitions LLC Rezoning Request
R-5, Rural Residential/M-1,Light Manufacturing
to
R-4, Zero Lot Line Residential
CITY OF DALTON JURISDICTION



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



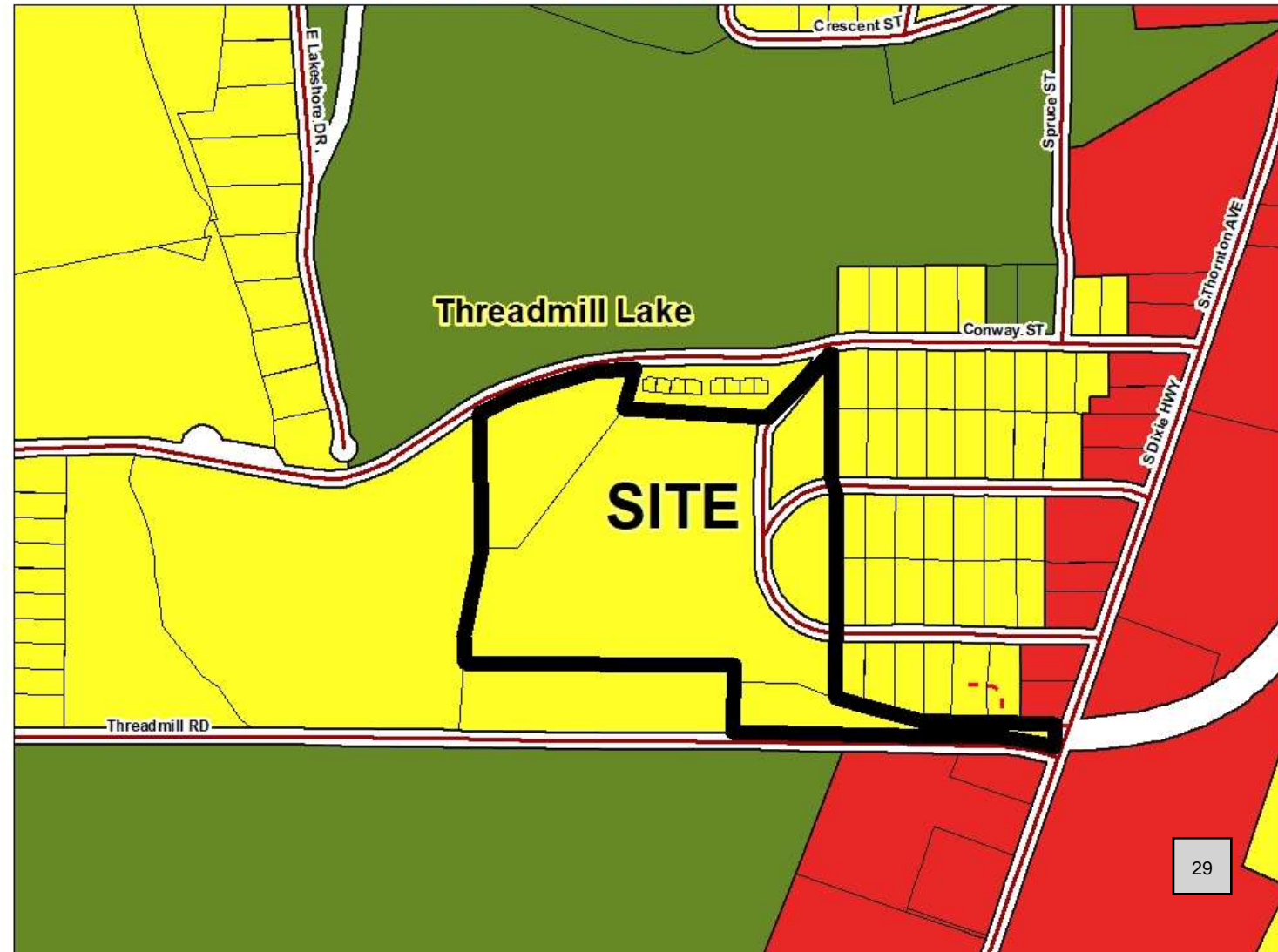
FEET
500



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



FEET
500





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

10/6/2025

AGENDA ITEM

Review of (5) New 2025 Alcohol Beverage Applications

DEPARTMENT

Clerk's Office

REQUESTED BY

Deputy Clerk - Gesse Cabrera

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Review of (5) New 2025 Alcohol Beverage application recommendations by the Public Safety Commission at the September 16, 2025 meeting.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 ALCOHOL BEVERAGE APPLICATION REVIEW/APPROVAL

PSC MEETING – TUESDAY SEPTEMBER 16, 2025

M&C MEETING – OCTOBER 6, 2025

(5) 2025 ALCOHOL APPLICATION(S)

1. Business Owner: Sugar & Fire, LLC
d/b/a: Sugar & Fire, LLC
Applicant: Eden Gomez Fernandez
Business Address: 319 N. Hamilton St.
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

2. Business Owner: Supermercado Talpa 17, LLC
d/b/a: Supermercado Talpa 17, LLC
Applicant: Louis Cardenas
Business Address: 2518 E. Walnut Ave.
License Type: Package Beer (Retail Store)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

3. Business Owner: Table 43, LLC
d/b/a: Table 43
Applicant: Heather Young
Business Address: 263 N. Hamilton St. Ste 101
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

4. Business Owner: Taco Roble Dalton, LLC
d/b/a: Taco Roble
Applicant: Alejandro Mejia Chavez
Business Address: 352 Northgate Dr.
License Type: Pouring Beer, Liquor (Restaurant)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

5. Business Owner: Tipsy Vibe, LLC
d/b/a: The Topsy Vibe
Applicant: Naomi Martinez
Business Address: 323 N. Hamilton St.
License Type: Pouring Beer, Liquor (Bar)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

10/6/2025

AGENDA ITEM

Amendment to School Resource Officer Contract for 2025-2026 School Year

DEPARTMENT

Police Department

REQUESTED BY

Chief Cliff Cason

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

The amendment will not cause any changes in the funding for the original agreement

FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

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

Approval of the Amendment to the 2025-2026 School Resource Officer Contract. Amendment is a result of changes made by recent legislation.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

AMENDMENT TO SCHOOL RESOURCE OFFICER CONTRACT BETWEEN THE DALTON BOARD OF EDUCATION AND THE CITY OF DALTON

This Amendment is entered into as of the ____ day of _____, 2025 by and between the Dalton Board of Education (“Board”) and the City of Dalton (“City”) for the purpose of amending that certain School Resource Officer Contract dated June 16, 2025 (the “Contract”).

WHEREAS, the parties hereto desire to amend the Contract as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

The Contract is hereby amended by the addition of the following terms and conditions:

Dalton Public Schools Responsibilities

The Board shall cause all schools under its authority (“Dalton Public Schools”) to take the following actions:

- Release student education records to appropriate parties, such as law enforcement and other first responders, in an emergency in order to protect the health and safety of a student or other individuals, in accordance with 34 C.F.R. § 99.36.
- Designate certain types of student information as “Student Directory Information” each year. Dalton Public Schools will immediately provide directory information regarding a student, without the written consent of the student’s parent or the eligible student, to law enforcement, judicial or court personnel, or another state or local agency or officer with a legal interest in such information, provided that the parent or eligible student has not opted out of directory information disclosure.
- Designate Dalton Police Department Officers who are School Resource Officers as school officials under FERPA. Therefore, a student’s education record, data, and PII may be disclosed to the School Resource Officer (“SRO”) if the SRO has a legitimate educational interest to review the records, data, or PII in order to promote school safety or secure the physical safety of students, staff, or the school campus.
- Designate Dalton Police Department representatives, Georgia Emergency Management and Homeland Security representatives, Dalton Fire Department representatives, and Whitfield County Juvenile Court representatives, who are responsible for working with Dalton Public Schools to implement the school safety plan in accordance with O.C.G.A. § 20-2-1185, as school officials under FERPA during emergency situations, and to provide them with necessary student records, data, and PII for the duration of such events.
- Maintain a record of each request for access to, and each disclosure of, PII from a student’s education record, in accordance with 34 C.F.R. § 99.32.
- Review its annual FERPA notification and directory information designation following the execution of any collective written agreement to determine if any updates to the FERPA notification or directory information designation are necessary.

Dalton Police Department Responsibilities

The City acting through the Dalton Police Department should take the following actions:

- Limit access to student education records, data, and PII to officers of the Dalton Police Department only as necessary during an investigation intended to protect the health and safety of students, staff, or other individuals, or to ensure the physical safety of the school campus.
- Provide Dalton Public Schools with written reports relating to an official encounter with a school-aged youth enrolled or potentially enrolled in Dalton Public Schools (by virtue of the youth's primary address) when the interaction is directly related to a credible report or other credible information that the youth has threatened the death of, or serious injury to, one or more individuals at or within a Dalton Public Schools facility. Reports should be provided to a designated school official as soon as possible, but no later than five (5) days from the date of the official encounter.
- Notify school officials and the Director of Safety if a school-aged youth is charged with a Class A or Class B designated felony act, as defined by O.C.G.A. § 15-11-2, and provide updates on any court dispositions that may occur during related criminal proceedings.
- Notify Dalton Public Schools if law enforcement receives a records request under federal or state law regarding any documents provided to law enforcement under this Agreement. Such notification shall occur prior to the Dalton Police Department responding to any records request.
- However, notwithstanding anything to the contrary herein, this Agreement shall not be construed to require the Dalton Police Department to provide any record which might compromise any ongoing investigation or the identity of any confidential informant, or require revelation of any other information which would violate any rule, ordinance, regulation, law, or policy or procedure of the Dalton Police Department.

Mutual Agreements by the Parties

The parties hereto agree as follows:

- Dalton Public Schools and the Dalton Police Department shall comply with the terms and conditions of O.C.G.A. § 20-2-662 regarding student educational records, student data, and personally identifiable information (PII).
- The Dalton Police Department acknowledges and agrees that Dalton Public Schools must maintain direct control over an SRO's maintenance and use of any student's education record, data, or PII that is disclosed.
- The parties hereto acknowledge and agree that the Dalton Police Department constitutes a "law enforcement unit" as defined by FERPA at 34 C.F.R. § 99.8(a).
- The parties hereto acknowledge and agree that documents created and maintained by the Dalton Police Department in conducting its duties and responsibilities as a law enforcement unit shall remain law enforcement unit records and are not protected under FERPA, in accordance with 34 C.F.R. § 99.8(b)(1).
- The parties hereto acknowledge and agree that any student education records provided under this Agreement are protected under FERPA and may only be disclosed as permitted by

FERPA or under the terms of this Agreement. Education records do not lose their protected status once Dalton Public Schools has transferred them to a party under the terms of this Agreement.

All of the other terms of the Contract not otherwise amended by the foregoing shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO SCHOOL RESOURCE OFFICER CONTRACT on the date first indicated above.

The Dalton Board of Education, Dalton Georgia

By: W. H. H. H. H.

Title: BOE Chair

Attest: S. Y.

Title: Secretary

The City of Dalton, Georgia

By: _____

Title: _____

Attest: _____

Title: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

10/6/2025

AGENDA ITEM

Contract Renewal with CLC Photography

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Click or tap here to enter text.

FUNDING SOURCE IF NOT IN BUDGET

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

This is a contract renewal with CLC Photography. CLC will provide professional sports photography services to our youth sports programs and will pay the City a \$4 per package sold.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**DALTON PARKS & RECREATION DEPARTMENT
GENERAL PROFESSIONAL SERVICES
AGREEMENT**

This agreement ("Agreement") is made this ____ day of ____ 2025 between the following:

THE CITY OF DALTON, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 300 West Waugh Street Dalton, GA 30720, hereinafter referred to as the "CITY" and

CURTIS L. COX D/B/A CLC PHOTOGRAPHY hereinafter referred to as "PROVIDER." CITY and PROVIDER may hereinafter collectively be referred to as the "Parties."

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

WITNESSETH:

WHEREAS, the CITY provides youth sports programming through the Dalton Parks & Recreation Department;

WHEREAS, the CITY has determined that the most feasible method of providing photography services for youth sports is by contracting the service to one provider under the terms and conditions hereinafter defined;

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

- 1. Description of Services.** During the term of this Agreement, PROVIDER will be the provider of all professional photography services for youth sports programs provided through the Dalton Parks and Recreation Department.
- 2. Term.** Agreement shall begin on the date provided above and shall continue through 31st day of December, 2025 ("Original Term"). This Agreement shall automatically renew for additional consecutive one (1) year terms beginning on January 1, 2026 ("Renewal Term(s)") unless and until a party provides written notice to the other party of termination. "Term" shall mean the Original Term or Renewal Term.

3. Contract Amount. PROVIDER shall pay to the CITY **\$4.00 per photography package sold.** PROVIDER shall maintain and provide to CITY all supporting documentation on the total sales to the CITY to the attention of the Parks & Recreation Director, 904 Civic Drive, Dalton, GA, 30720. PROVIDER shall prepare and submit to the CITY a report of all sales within thirty (30) days of any photography session and shall pay the sums stated in this paragraph to the CITY concurrently with said report.

4. General Terms and Conditions.

PROVIDER shall do the following in connection with the services contemplated by this Agreement:

- a. Submit prices of photography packages or updates to pricing, to the Parks & Recreation Director for approval in advance of any sales affected thereby.
 - b. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner.
 - c. Deliver picture day information forms to the Recreation Department for each individual player no later than fourteen (14) days prior to picture day. Hard copy or email forms are both acceptable.
 - d. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
 - e. Return all photos to the Recreation Department for distribution or mail purchased photographs directly to players. Photographs must be delivered within 2 weeks after the scheduled picture day.
 - f. Provide all customers with clear, properly formatted, professional-quality color prints.
 - g. Resolve any problems associated with photo sessions or with the delivered products.
 - h. Provide prompt and courteous service at all times.
- 5. Successors and Assigns.** This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. PROVIDER shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- 6. Termination.** Should PROVIDER violate any term or provision of this Agreement and fail to remedy the same within ten (10) days' notice after default, CITY may immediately terminate the Agreement. This Agreement may be terminated by either party with a thirty (30) day written notice to the other party.

7. **E-Verify.** PROVIDER shall register for and comply with all Federal E- Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. “E-Verify” is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services.
8. **Insurance.** PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

PROVIDER shall obtain and maintain the following Insurance:

Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit - each occurrence
\$2,000,000	Combined Single Limit- general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- a. Worker's Compensation: Statutory
- b. Employer's Liability: \$100,000 each accident
 \$500,000 Disease-policy limit
 \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

The CITY shall be named as an additional insured and loss payee on all insurance policies required by this Agreement.

9. Indemnity:

PROVIDER shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of PROVIDER'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of PROVIDER, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

10. Governing Law; Venue.

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

11. Severability of Invalid Provisions.

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

12. Complete Agreement; Amendments.

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

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

By: _____(SEAL)
Curtis L. Cox d/b/a CLC Photography

CITY OF DALTON, GEORGIA:

By: _____
MAYOR/MAYOR PRO TEMPORE

Attest: _____
CITY CLERK



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

10/6/2025

AGENDA ITEM

Resolution to commit funding to the Georgia Outdoor Stewardship Program Grant for Heritage Park Trail Connection Project.

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

25% Match of total cost

FUNDING SOURCE IF NOT IN BUDGET

SPLOST

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

Resolution to authorize a 25% matching funds to the Heritage Park Trail Connection project. The City is applying for the Georgia Outdoor Stewardship Program Grant and a minimum of 25% matching funds is required. The max grant request total is \$3,000,000.00.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-22

A RESOLUTION TO APPLY FOR THE GEORGIA OUTDOOR STEWARDSHIP PROGRAM

WHEREAS, the Georgia Outdoor Stewardship Program (“GOSP”) supports parks and trails and protects lands critical to wildlife, clean water and outdoor recreation across the state of Georgia;

WHEREAS, applicants may apply for grants through GOSP by completing an online application;

WHEREAS, the City has determined that it is in the best interest of the City of apply for a grant with GOSP to assist with Heritage Point Park;

WHEREAS, a formal affirmation of the City’s commitment to GOSP and the contents of this resolution must be provided as a part of said application;

WHEREAS, the Mayor and Council of the City of Dalton are committed to allocating funds for the long-term maintenance of Heritage Park with securing of available funding from GOSP.

WHEREAS, the Mayor and Council of the City of Dalton support the application for the Georgia Outdoor Stewardship Program through the Georgia Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton approve of the City’s application for a GOSP grant and that the City Administrator, Director of Parks and Recreation, or their respective designees, are hereby authorized and directed to execute and deliver the requisite documents in support of the same to the Georgia Department of Natural Resources;

BE IT THEREFORE RESOLVED that the City of Dalton will set aside 25% of the required funds for the project referenced in the grant application.

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

10/6/2025

AGENDA ITEM

RESOLUTION 25-23 A RESOLUTION TO RATIFY THE GRANT AGREEMENT BETWEEN THE APPALACHIAN REGIONAL COMMISSION AND THE CITY OF DALTON

DEPARTMENT

Administration

REQUESTED BY:

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

FUNDING SOURCE IF NOT IN BUDGET

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

Resolution 25-23 A Resolution to Ratify the Grant Agreement between the Appalachian Regional Commission and the City of Dalton

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-23

A RESOLUTION TO RATIFY THE GRANT AGREEMENT BETWEEN THE APPALACHIAN REGIONAL COMMISSION AND THE CITY OF DALTON

WHEREAS, Section 302 of the Appalachian Regional Development Act of 1965, as amended, (“ARDA”) (40 U.S.C. 14321) authorizes the Appalachian Regional Commission (“ARC”) to make certain grants;

WHEREAS, the City has applied for a grant (“Grant”) to construct improvements to the City of Dalton’s East Morris Street corridor to improve pedestrian mobility, to improve storm water infrastructure, and to provide other related improvements to said area (the “Project”);

WHEREAS, ARC has approved of the City’s proposal requesting said Grant and shall pay to the City funds not to exceed \$1,998,665 for which the City shall match said grant funds through 2024 SPLOST funds;

WHEREAS, the ARC funds are made available for the Project through the Georgia Department of Community Affairs (“GA DCA”), which acts as the administrative and fiscal agent for ARC for said grant;

WHEREAS, the Grant shall be administered through a certain Grant Agreement between the ARC and the City dated September 30, 2025 (“Grant Agreement”);

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby authorize the City of Dalton to accept the Grant and enter into the Grant Agreement, and the Mayor and Council of the City of Dalton hereby ratify the same;

BE IT FURTHER RESOLVED, that the City Administrator of the City of Dalton is hereby authorized to execute all documents as may be required to accept or administer said Grant including but not limited to the Grant Agreement;

BE IT FURTHER RESOLVED, that the City Administrator of the City of Dalton be, and hereby is, authorized and empowered to take other such actions and to execute for and on behalf of the City any other such documents in connection with said transaction, including the filing of any required reports, along with such other documents, instruments, certificates, assignments, and papers which, in the judgment of the City Administrator, 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 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 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 on 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

10/6/2025

AGENDA ITEM

Lease Agreement with the Latin American Association, Inc.

DEPARTMENT

Administration

REQUESTED BY:

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$1.00/year plus utilities

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Lease Agreement with the Latin American Association, Inc. for office space at the Mack Gaston Community Center.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

LEASE AGREEMENT

GEORGIA, WHITFIELD COUNTY

This Lease Agreement made and entered into this _____ day of _____, 2025 by and between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, hereinafter referred to as “Lessor” and **Latin American Association, Inc.**, a Georgia non-profit corporation, hereinafter referred to as “Lessee.”

WITNESSETH:

WHEREAS, Lessor is the owner of that certain tract or parcel of land more particularly described in Paragraph 1 of this Lease; and

WHEREAS, Lessee desires to lease said parcel and facility for use in its nonprofit work to benefit the Dalton community; and

WHEREAS, Lessee serves the needs of the residents of the Lessor; and

WHEREAS, it is the desire of the Lessor and Lessee to enter into a lease agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. THE PREMISES LEASED

Lessor does hereby lease, rent, and grant unto Lessee the exclusive use of that portion of the Mack Gaston Community Center located at 218 N. Frederick Street, Dalton, Georgia as more particularly described and highlighted in pink on Exhibit “A” attached hereto and made a part hereof (the “Premises”).

2. PURPOSE

The Premises shall be used and occupied by Lessee in connection with the Lessee's operation of its non-profit work in providing services including direct intervention, financial assistance, coaching, prevention, and education to the community with an emphasis on those with limited income, limited English proficiency, and a risk of homelessness.

2.1. Lessee agrees that for five consecutive days per week, it will hold itself open to perform all duties and responsibilities of as are necessary to achieve the above stated purpose for at least eight regularly scheduled hours per day. Lessee will not reduce or otherwise change its hours of operation without the consent of Lessor.

2.2. Lessee further agrees to provide Lessor at least quarterly during the Lease term a report showing the number of residents provided service by the Lessee on the Premises

during the quarter. This report should include the number of referrals and the number of different services provided.

2.3 Lessee shall perform at least the following services at the Premises:

- **Public benefits enrollment - Monday through Friday from 8:30 am to 5:00 pm.**
- **Tutoring Program:**
 - For 1st-3rd grade students.
 - Monday through Friday, 4:00 PM-6:00 PM.
 - Lessee will manage the program directly.
- **Reading Club:**
 - Tuesdays and Thursdays, 4:00 PM-6:00 PM.
 - Sessions will use bilingual books, and volunteers will read with students and encourage student reading aloud.
 - Open to elementary-age children.
- **Art Classes:**
 - Weekly art sessions for 4th-5th grade students.
- **Monthly Parent Workshops/Meetings:**
 - Designed to review student progress (academic and personal).
 - Inform parents about Latin American Association opportunities, support systems, and community resources.
- **Community Events** (to be scheduled separately with City approval):
 - *Soccer for Success* youth engagement events.
 - *Back-to-School Bash*.
 - *Erwin Mitchell Community Health Fair*.
 - Other family-oriented events, as mutually agreed upon.

3. **TERM**

The term of this Lease shall be for three years, commencing on the date above written and terminating at midnight on the third anniversary of the date above written, unless sooner terminated or extended as hereinafter specifically provided by this Lease.

4. **RENT**

Lessee shall pay Lessor, rent of \$1.00 per year.

5. ADDITIONAL RENT

Lessee shall pay as additional rent the following sums:

5.1 Lessee shall pay a sum of two hundred and fifty dollars (\$250.00) per month as its share of utilities.

5.2 Lessee shall pay to Lessor any and all sums that may become due by reason of the failure of Lessee to comply with any covenant of this Lease. Lessee agrees to pay any and all damages, costs or expenses which Landlord may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of Lessee or Lessee's agents or invitees.

6. IMPROVEMENTS

Lessee agrees that it will not alter or remove the permanent improvements during the term of the Lease nor during any extension thereof, without the prior written consent of Lessor. All improvements located upon the Premises after the termination of this Lease shall remain on and shall not be removed from the Premises. At the expiration of this Lease, all such improvements shall become the property of Lessor.

7. INSURANCE

Lessee agrees to indemnify and hold harmless Lessor against all liability claims for damages to persons or property by reason of or in any way connected to Lessee's use or occupancy of the Premises, and all expenses reasonably incurred by Lessor as a result thereof, including reasonable attorney's fees and court costs.

Lessee shall at all times during the Lease term maintain in full force and effect comprehensive public liability insurance in the amount of at least one million dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising therefrom, and in the amount of at least three million dollars (\$3,000,000.00) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom. Lessee shall furnish to Lessor copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement naming Lessor as an additional named insured and providing that the insurer will not cancel or amend the policy or policies without first giving at least thirty (30) days' prior written notice thereof to Lessor.

Lessor shall maintain comprehensive property damage insurance covering damage to all property in the amount of at least the fair market value of said property.

8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE

Lessee covenants and agrees that Lessee will, without demand:

- 8.1 Keep the entire Premises reasonably clean and free from all rubbish, dirt and other matter;
- 8.2 Maintain the entire Premises including routine maintenance and janitorial services.
- 8.3 Comply with any requirements of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to and Lessee's use of the Premises.
- 8.4 Give Lessor prompt written notice of any accident, fire, or damage occurring on or to the Premises.
- 8.5 Lessee as well as any sub-lessee shall obtain and maintain during the term of the Lease its status as a Georgia non-profit corporation and its tax-exempt status under the Internal Revenue Code.
- 8.6 At the expiration of the Lease term, surrender the Premises in as good condition and repair as the Premises shall be at the time possession thereof is taken by Lessee, normal wear and tear excepted.
- 8.7 Only allow its employees or agents or individuals accompanied by its employees or agents into the Premises.

9. NEGATIVE COVENANTS OF LESSEE

Lessee covenants and agrees that it will do none of the following things without the prior written consent of Lessor:

- 9.1 Occupy the Premises in any other manner or for any other purpose than as set forth herein;
- 9.2 Assign this Lease or sublet any portion of the Premises.
- 9.3 Permit any mechanic's lien or security interest to be filed against the Premises as a result of any actions or conduct of the Lessee at or with respect to the Premises.
- 9.4 Do or knowingly allow any other person to do anything on the Premises, or any part thereof, or bring or knowingly permit anything to be brought or kept in the Premises, or knowingly permit the use of the Premises for any business or purpose that would cause a violation of any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee or Lessee's use of the Premises.

10. ADDITIONAL COVENANTS

10.1 Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the interruption of the use of the Premises.

10.2. It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from doing so at any time or times, and further, that the failure of the Lessor at any time or times to enforce its right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

10.3. Lessee shall grant Lessor reasonable access to the Premises during normal business hours.

11. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default:

11.1 Any part, portion, or component of the rent, or any other sums payable under this Lease are not received when due;

11.2 The Premises is deserted, vacated, or not used as regularly or consistently for the purposes set forth in Paragraph 2 hereof, or the services set forth in Paragraph 2 hereof are not provided.

11.3 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days of such filing;

11.4 Lessee becomes insolvent or transfers property in fraud of creditors;

11.5 Lessee makes an assignment for the benefit of creditors;

11.6 A receiver is appointed for any of Lessee's assets; or

11.7 Lessee breaches or fails to comply with any term, provision, condition, or covenant of this Lease, or Lessee permits a sublessee to breach or fail to comply with any such term, provision, or covenant of this Lease.

12. REMEDIES

Upon the occurrence of an event of default, Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease, enter upon the Premises and expel or move Lessee and any sub-lessee, and Lessee's and any sub-lessee's personal property, with or without force and without being liable to Lessee and any sub-lessee in any manner whatsoever for damages thereof. Lessee shall be liable to Lessor for, and shall indemnify and hold Lessor harmless from and against, all costs, or damage which Lessor may suffer by reason of such termination of this Lease, whether through inability to relet the Premises, by damage to the Premises or otherwise.

13. LEASE CONTAINS ALL AGREEMENTS

This Lease supersedes and replaces all prior agreements between the parties related to the subject matter hereof. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

14. PARTIES BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of the parties.

15. NOTICES

Except for legal process which may also be served as provided by law, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or 3 days after deposited, postage prepaid, with United State Postal Service, certified, return receipt requested, and properly addressed as follows:

TO LESSOR: City of Dalton
 P. O. Box 1205
 Dalton, Georgia 30722-1205
 Attn: City Administrator

TO LESSEE: Latin American Association, Inc.
 2750 Buford Hwy, NE
 Atlanta, Georgia 30324

Such addresses may be changed from time to time by either party by notice to the other.

16. NO ESTATE IN LAND

This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only usufruct which is not subject to levy and sale.

17. HOLDING OVER

In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance).

18. SEVERABILITY

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

19. SUCCESSORS AND ASSIGNS

The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.

20. STATE LAW

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

21. TIME IS OF THE ESSENCE

Except as otherwise noted specifically provided herein, time is of the essence of this Lease.

22. EARLY TERMINATION

The Lessor may for any reason, including convenience, terminate this Lease prior to the expiration of the Term by providing notice of termination to Lessee sixty (60) days prior to termination.

23. EXECUTION

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

24. PEACEABLE POSSESSION

So long as Lessee observes and performs the covenants and agreement contained herein, it shall at all times during the Lease term peacefully and quietly enjoy possession of the Premises, but always subject to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the date and year first above written.

LESSOR:

The City of Dalton

BY: _____
Mayor

ATTEST: _____
City Clerk

LESSEE:

Latin American Association, Inc.

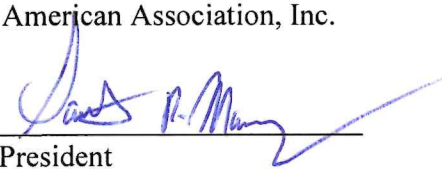
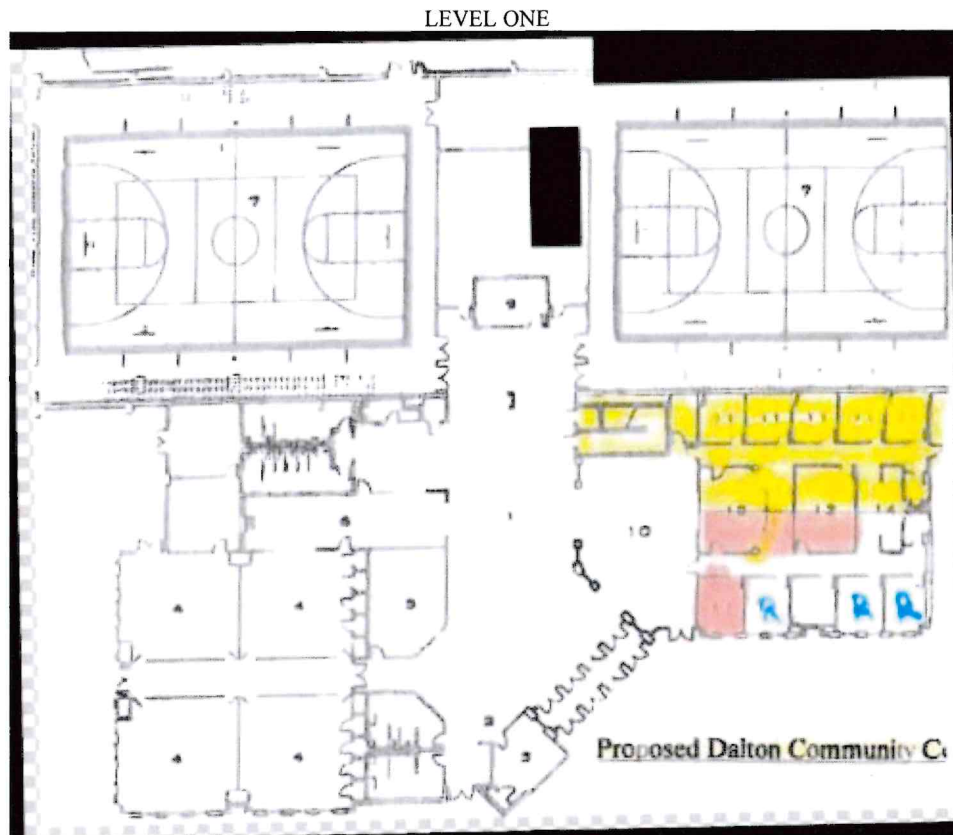
BY:  _____
President

EXHIBIT A





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor and Council

MEETING DATE

10/6/2025

AGENDA ITEM

Franklin Street & Valley Drive Stormwater Bypass Project Contract Change
Order No. 003

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$84,905.65

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The proposed change order from Wright Brothers Construction is to enable new curb & gutter installation along the entirety of Franklin St from Valley Drive to the western dead end, and for a contract extension of 31 days to enable this additional work to be completed by December 1st, 2025.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



October 1, 2025

Mr. Jackson Sheppard
Public Works Department – City of Dalton
PO Box 1205 535 Elm St.
Dalton, GA 30722

Reference: City of Dalton Stormwater Bypass Project
West Franklin St. Curb and Gutter

Mr. Sheppard,

Wright Brothers Construction is requesting a change order in the amount of \$84,905.64 for the installation of 1,100 LF of curb and gutter along West Franklin St. This price includes all work associated with the installation of the curb and gutter, and the repair or relocation as needed of existing irrigation lines.

In addition to this Wright Brothers Is also asking that 4 weeks be added to the project schedule to allow for material lead times and installation of work.

If you have any questions, please do not hesitate to contact me at 423.414.1332

A handwritten signature in black ink, appearing to read 'Josh Perry', is positioned above the printed name.

Josh Perry
Project Manager

Wright Brothers Construction Company, Inc.

West Franklin Stormwater Bypass
Project 01-0830



Cost Analysis: **Additional Curb and Gutter On West Franklin st**

Explanation of Work: **Installation of 1,100 Lf of curb and gutter on West Franklin St.**

Scope	Quantity	Unit	Rate	Amount
Curb&Gutter	1,100.00	LF	\$51.00	\$56,100.00
Surveying	1.00	LS	\$4,000.00	4,000.00
Mob	1.00	LS	\$3,000.00	3,000.00
Irrigation Repair (as needed)	1.00	LS	\$10,000.00	10,000.00

Total Materials..... \$73,100.00

Materials.....	\$73,100.00
Subtotal.....	\$73,100.00
Profit (10%).....	\$7,310.00
Overhead (5%).....	\$3,655.00
Bond Premium (1%).....	\$840.65

Total..... \$84,905.65

PROJECT:

Franklin & Valley Drive Stormwater Bypass Project

CHANGE ORDER NUMBER: 03

DATE: 10/6/2025

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 November 30th, 2025. The requested time extension is due to the City's additional request for installing curb and gutter along all of Franklin St.

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	31 DAYS
The date of Substantial Completion as of the date of this Change Order therefore is	12/1/2025

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

10/6/2025

AGENDA ITEM

The request of David Armstrong to rezone from High Density Residential (R-7) Cond to Rural Residential (R-5) a tract of land totaling 1.9 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038)

DEPARTMENT

Planning and Zoning

REQUESTED BY DAVID ARMSTRONG

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. 25-22

To rezone property of David Armstrong from a High-Density Residential (R-7) 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, David Armstrong has petitioned for rezoning of certain real Property he has represented that he owns from R-7 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. 12-197-01-038 (the "Property"), is hereby rezoned from R-7 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: Whitfield County Board of Commissioners
Robert Sivick
Robert Smalley
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: September 23, 2025

A. SUBJECT: The request of David Armstrong to rezone from High Density Residential (R-7) Cond. to Rural Residential (R-5) a tract of land totaling 1.9 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on September 22, 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 David Armstrong.

Public Hearing Summary:

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

David Armstrong stated that he recently purchased the subject property with plans to develop single-family detached dwellings and duplexes. Armstrong stated that he did not have a conceptual site plan at this time.

The public hearing closed at 7:09 pm.

Recommendation:

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

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: David Armstrong is seeking to rezone from High-Density Residential (R-7) to Rural Residential (R-5) a tract of land (parcel 12-197-01-038) containing a total of 1.9 acres located along Walston Avenue. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to develop the subject property with single-family detached and/or duplex dwellings.

The surrounding uses and zoning are as follows: To the north are two adjacent tracts of land zoned R-2 that are part of a combined property containing a single-family detached dwelling. To the east, across Walston Ave., is a single tract of land zoned R-7 that contains an apartment complex. To the south and west is a tract of land zoned R-7 owned by the petitioner.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property is adjacent to a large multi-family apartment development. This area is home to multiple multi-family developments. The high-density and low-density convergence of land use here creates an opportunity for transition. The proposed R-5 zone district would permit both single-family detached dwellings and duplex dwellings. The proposed rezoning would create the opportunity for intermediate-density at this location between the R-2 and R-7 zone districts.

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

The proposed R-5 rezoning would reduce the potential land use intensity of the subject property that is currently permitted in R-7. There is no expectation that the proposed rezoning would have a negative impact on the values of the adjacent or nearby 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 subject property could be developed for high-density residential use; however, the proposed R-5 rezoning and development would provide for a reasonable use at this location.

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

N/A

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

The proposed rezoning and development would have a comparable or reduced effect on public utilities and infrastructure under the current R-7 zoning.

(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-5 zone district would be appropriate at this location based on the adjacent R-7 zone district. The proposed R-5 rezoning would better transition from the high-density to the low-density.

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

The proposed R-5 rezoning will create an island of R-5 zoning at this location. However, the proposed island of R-5 zoning would be of lesser intensity than the subject property's existing R-7 zoning.

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

N/A

CONCLUSION:

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

1. The requested R-5 zone district would allow for the subject property to be zoned and utilized in a manner that suits the location as a transitional property.

2. The Suburban character area in the comprehensive plan would not conflict with the proposed R-5 rezoning based on the adjacent zoning and development.
3. The R-5 zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the reduction in land use intensity compared to the existing R-7 zoning.

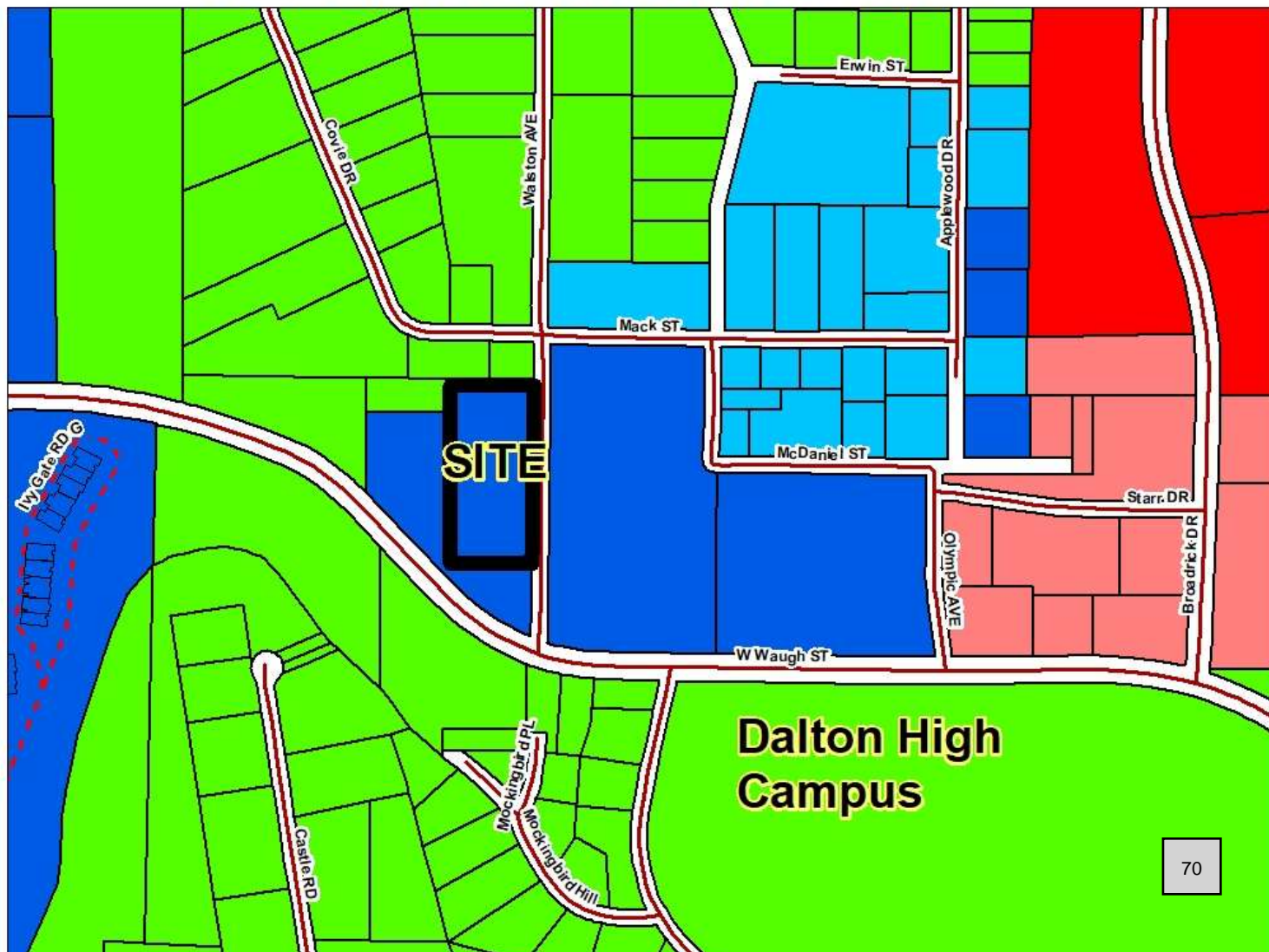
Armstrong Rezoning Request
R-7, High Density Residential COND
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION



ZONING

-  Low Density Single Family Residential (R-2)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  High Density Residential (R-7) Cond
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)

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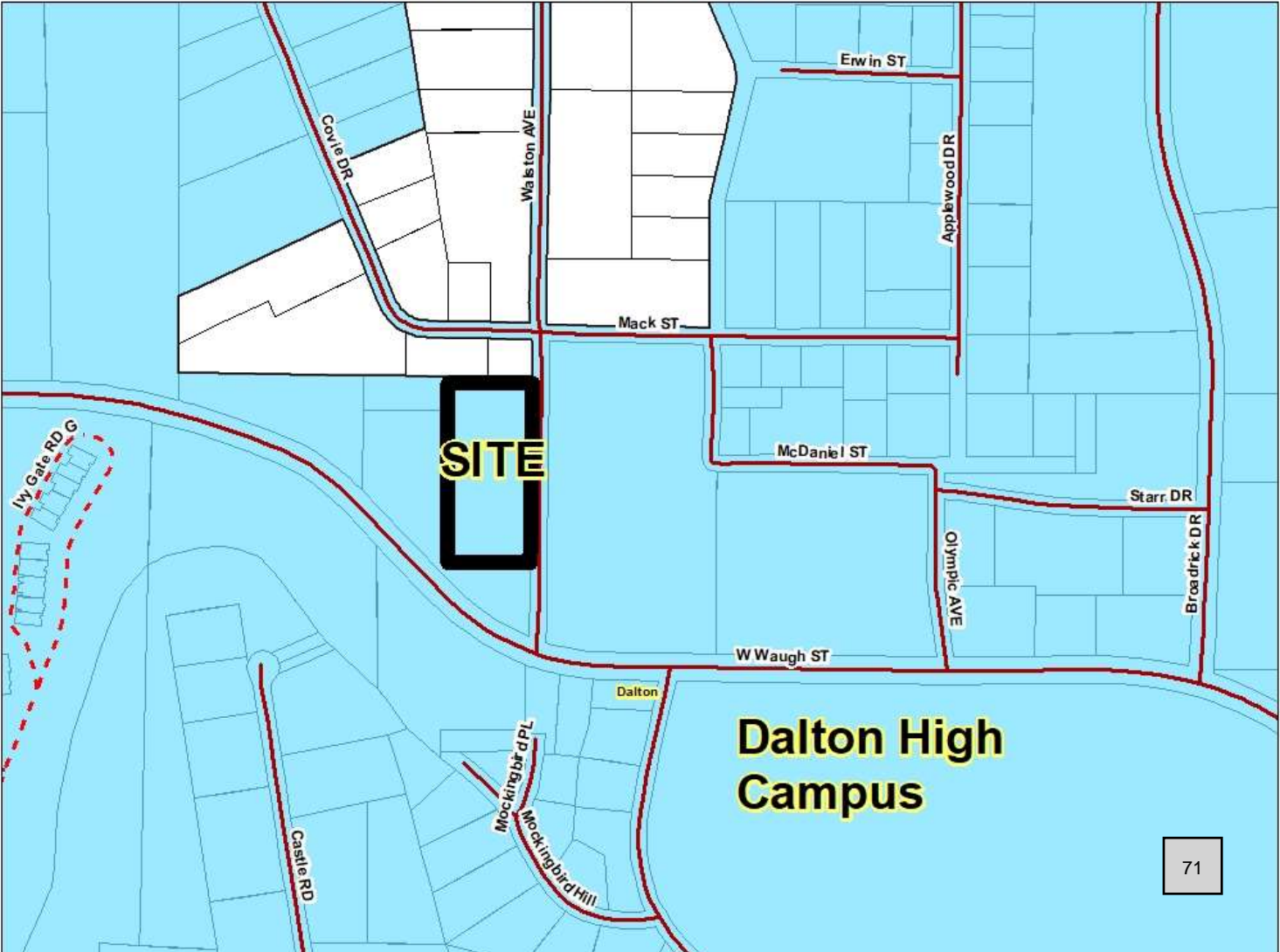
**Armstrong Rezoning Request
R-7, High Density Residential COND
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



DALTON CITY LIMITS

Town_Boundaries

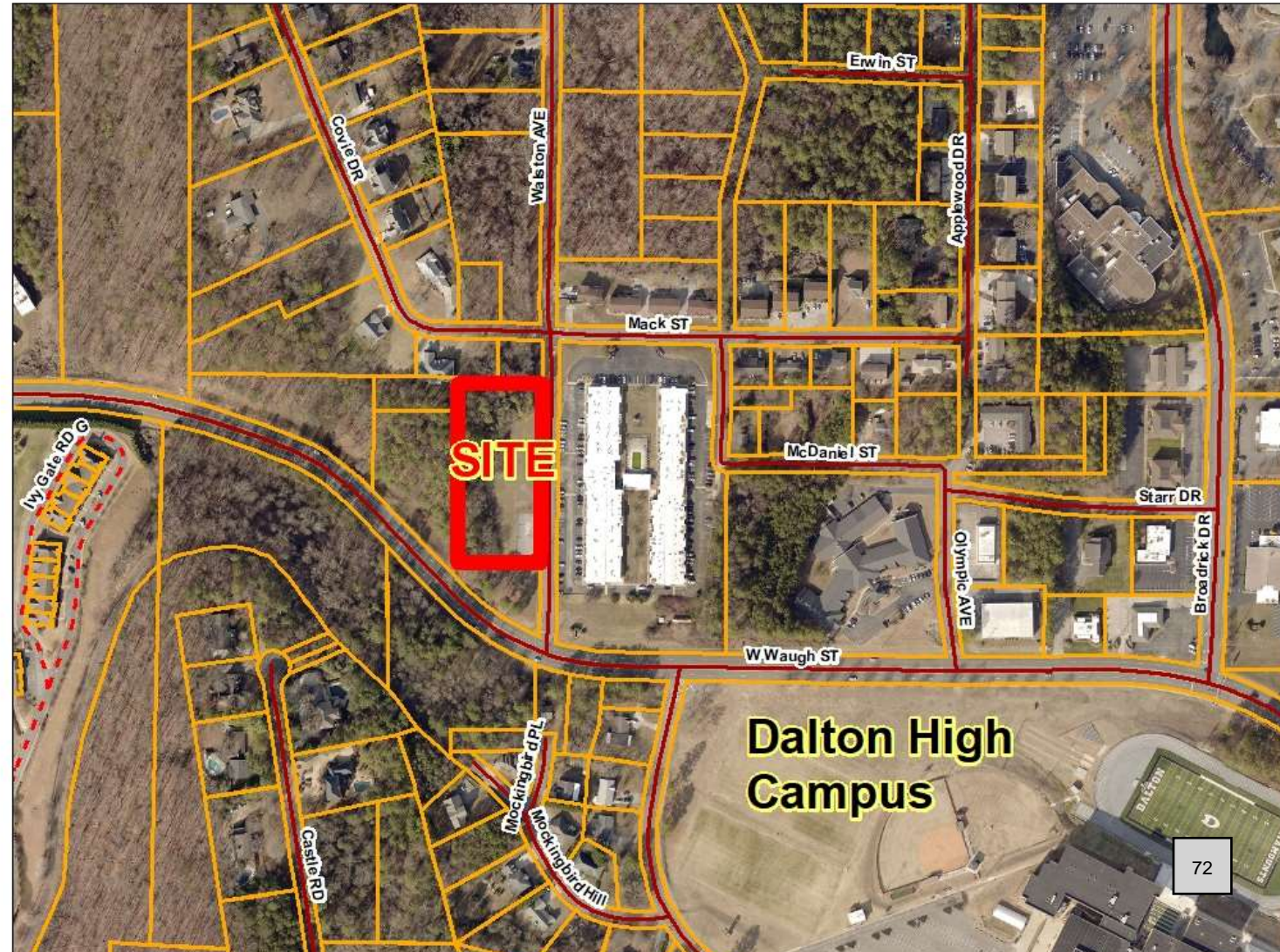
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**Armstrong Rezoning Request
R-7, High Density Residential COND
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**

**FEET
425**



**Armstrong Rezoning Request
R-7, High Density Residential COND
to
R-5, Rural Residential
CITY OF DALTON JURISDICTION**



FUTURE DEVELOPMENT MAP

-  Medical District
-  Preserve
-  Regional Activity Center
-  Suburban Neighborhood

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