



**MAYOR AND COUNCIL MEETING
MONDAY, MARCH 02, 2026
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Presentations:

1. Staff Reports

Minutes:

2. Mayor & Council Minutes of February 16, 2026

New Business:

3. Review of (3) three New 2026 Alcohol Beverage License Applications
4. Resolution 26-05 Authorizing Release of Lien - Masonic Lodge at 600 S. Hamilton Street
5. Airport Grazing/Hay Harvesting Lease Agreement with Mr. Kenneth Robertson
6. Airport Grazing/Hay Harvesting Lease Agreement with Mr. Luis Magana

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 16, 2026

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmembers led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Luis Gomez reported that he applied for a liquor license, but the application was denied due to a cap on the number of licenses allowed. Gomez stated that he has been working on this issue for approximately eight months and expressed concern about his investment being idle.

Mayor Sams invited Mr. Gomez to remain after the meeting to discuss the matter further.

Melissa Williams expressed concerns about excessive noise from a downtown social club Dejavu. Williams shared a personal anecdote about loud car stereos and past city restrictions on cruising to illustrate how noise issues have historically required enforcement. Further Williams stated that recently, the club hosted a 12-member band playing late at night (around 12:10–12:30 AM), with sound carrying over 300 feet, disturbing residents' sleep. Williams requested proactive police patrols to prevent such disturbances rather than relying on residents to repeatedly call and enforce ordinances themselves. Lastly Williams stated tenants and residents are exhausted and need better enforcement of existing noise ordinances. Mayor Sams encouraged Williams to follow up with the staff.

Umar Sheikh, a vape shop owner expressed concerns about a proposed ordinance that may cap the number of vape shops and raise licensing fees to \$5,000. Sheikh stated he has been in business for over five years, while emphasizing compliance with all regulations and praised Dalton for being business-friendly. Sheikh further noted that increased fees would add to existing financial burdens from state and federal taxes, making it harder for small businesses to operate. and requested the Council reconsider the proposed fee structure, citing that other cities with similar regulations have lower fees. Mayor Sams stated the vape ordinance had its first reading but was not on the current agenda, and they appreciated the timely comments as Staff continues to shape the ordinance. Further noting the agenda is published online prior to each meeting as required by law.

PRESENTATION

Margaret Thigpen, Director of Tourism, presented a promotional video highlighting how visitors contribute significantly to Dalton through dining, shopping, and attending events, even if they often go unnoticed. The video emphasized in the previous year, visitors spent \$168.2 million in the community, generating tax revenue and supporting growth. Thigpen further shared a summary of 2025 figures, with details about both the CVB and the Convention Center, to illustrate their economic impact.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of February 2, 2026. On the motion of Councilmember Goodlett, second Councilmember Farrow, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 26-03 - THE REQUEST OF WHITFIELD COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DALTON MAYOR AND COUNCIL TO MAKE PROPOSED AMENDMENTS TO THE UNIFIED ZONING ORDINANCE TEXT

City Administrator Andrew Parker submitted the Second Reading of Ordinance 26-03 a request from Whitfield County Board of Commissioners and the City of Dalton Mayor and Council to make proposed amendments to the Unified Zoning Ordinance text to add the definition for “Biohazard Waste” “Biological Waste” and “Hazardous Waste” and to update the Permitted Use Table to add a new line item for “Biohazard Waste”, “Biological Waste” and “Hazardous Waste”, delete Section 4-6-13 and replace, amend the requirements for the UPUD zoning district, and for other purposes. (County & City).

Parker reviewed the proposed text amendments to the UZO, previously introduced on February 2 in which Ethan Calhoun provided an overview during that meeting which included New Definitions Added for Biohazard waste, Biological waste, Hazardous waste and Data center. Parker further stated facilities handling biological, biohazard, and hazardous waste would be permitted only in M1 and M2 districts and with a special use permit plus facilities must comply with all local, state, and federal regulations.

Parker continued stating that Data Centers will be permitted in M2 districts without a special use permit, consistent with Planning Commission approval from December/January.

Parker went on to discussed a new Section 5A-6 to establish a Greenspace Courtyard Subdivision option within the UPUD District. Parker stated this concept, inspired by initiatives like the South Hamilton infill project and other communities’ practices, aims to allow subdivision of lots around a shared common green space instead of requiring each lot to have 50 feet of public road frontage and individual driveways. Parker stated the amendment would enable shared parking and innovative design techniques to reduce costs while maintaining high-quality, affordable housing. Parker stated the Planning Commission gave a unanimous positive recommendation for this amendment and it will require approval from both Whitfield County and the City of Varnell.

On the motion of Councilmember Farrow, second Councilmember Goodlett, the Ordinance was adopted. The vote was unanimous in favor. Mayor Sams, Councilmembers Goodlett, and Farrow voted aye.

SECOND READING ORDINANCE 26-04 – REZONING REQUEST OF VIVIANA RAMIREZ

City Administrator Andrew Parker submitted the Second Reading of Ordinance 26-04 a request of Viviana Ramirez to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.33 acres located at 409 S. Spencer Street, Dalton, Georgia. Parcel (12-238-19-002). Parker stated the Planning Commission unanimously recommended rezoning the tract at 409 South Spencer from C2 (commercial) to R3 (medium-density single-family residential). Parker further stated the area already includes several residential properties, some zoned R5, making the proposed R3 rezoning consistent with surrounding development. Both staff and the Planning Commission supported the change, and the petitioner expressed agreement with the proposal. On the motion of Councilmember Farrow, second Councilmember Goodlett, the Ordinance was adopted. The vote was unanimous in favor. Mayor Sams, Councilmembers Goodlett, and Farrow voted aye.

SERVICE AGREEMENT AMENDMENT BETWEEN DALTON POLICE DEPARTMENT AND FLOCK GROUP, INC.

Police Chief Cliff Cason presented an amendment to a service agreement between Dalton police department and Flock Group, Inc. to add an additional (3) Flock cameras at a cost of \$1950.00. On the motion of Council member Farrow, second Council member Goodlett, the amendment was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Goodlett, and Farrow voted aye.

AIRPORT HANGAR CONTRACT EXTENSION FOR INTEGRATED BUILDS, LLC.

Airport Director Andrew Wiersma presented a Contract Extension for Integrated Builds, LLC. Wiersma stated the extension of the contract is for an additional 53 calendar days due to additional work added to the project scope and weather delays. Wiersma stated the project achieved substantial completion on February 6, 2026 and is currently nearing final completion of corrective action items for final acceptance. On the motion of Council member Goodlett, second Council member Farrow, the contract extension was approved. The vote was unanimous in favor. Mayor Sams, Councilmembers Goodlett, and Farrow voted aye.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Goodlett, second Councilmember Farrow the meeting was adjourned at approximately 6:30 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

3/2/2026

AGENDA ITEM

Review of (3) New 2026 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 (3) three New 2026 Alcohol Beverage license application recommendations by the Public Safety Commission at its February 17, 2026, meeting.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2026 ALCOHOL BEVERAGE APPLICATION REVIEW/APPROVAL

PSC MEETING – TUESDAY FEBRUARY 17, 2026

M&C MEETING – MARCH 2, 2026

(3) 2026 ALCOHOL APPLICATION(S)

1. Business Owner: Neelkanth 0612, LLC
d/b/a: Marathon (Gas Station)
Applicant: Ami Gamoth
Business Address: 2201 Chattanooga Rd.
License Type: Package Beer, Wine (Retail Store / Gas Station)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: Approve

2. Business Owner: El Costeno Hardware Inc.
d/b/a: El Costeno Hardware Inc.
Applicant: Rosa E. Moreno
Business Address: 1101 New Doris St. Suite 1
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: Shakti 1, LLC
d/b/a: Dalton Food & Tobacco
Applicant: Hirenkumar B. Patel
Business Address: 601 N. Glenwood Ave
License Type: Package Beer, Wine (Retail Store)
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

3/2/2026

AGENDA ITEM

Resolution 26-05 Authorizing Release of Lien for 600 S. Hamilton Street

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Resolution 26-05 Authorizing Release of Lien for Masonic Lodge at 600 S. Hamilton Street

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 26-05

**RESOLUTION AUTHORIZING
RELEASE OF LIEN**

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), entered into a certain Demolition Agreement and Easement (“Agreement”) on or about July 21, 2025, which is recorded at Deed Book 07125 Pages 0151-0161 in the Whitfield County Land Records; and

WHEREAS, the purpose of the Agreement is to facilitate removal of a deteriorated structure and remedy related code violations on certain real property commonly known as 600 S. Hamilton Street, Dalton, Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall).

(hereinafter the “Premises”)

WHEREAS, pursuant to the Agreement, the City removed the structure and performed certain work to remedy code violations as set forth in the Agreement;

WHEREAS, the Agreement required the owner of the Premises to receive an invoice from the City for all work contemplated by the Agreement and to pay the same within the time specified in the Agreement;

WHEREAS, the obligation of the owner to pay said invoice was secured by a deed to secure debt recorded at Deed Book 07125 Page 0162-0166 (“Security Deed”) of the Whitfield County Land Records;

WHEREAS, all work contemplated by the Agreement has been completed;

WHEREAS, the owner of the Premises has paid the City in full for the work performed pursuant to the Agreement;

WHEREAS, it is now appropriate and necessary for the City to release the security interest in the Premises shown in the Security Deed;

NOW, THEREFORE, BE IT RESOLVED, the City is hereby authorized to release any interest it has in the Premises.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a quit claim deed, which conforms to the terms set forth in Exhibit 1, and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, 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 Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

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

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and 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 _____, 2026.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

EXHIBIT “1”

[Space above this line for recording data.]

Please Record and Return To:

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

Cross Reference:

Deed Book 7125 Page 162, and Deed Book
7125 Page 151, Whitfield County, Georgia
Land Records

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, _____, between the **City of Dalton, Georgia**, a municipal corporation of the state of Georgia, Grantor, and **Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

IT IS THE PURPOSE of this Quit Claim Deed to release and reconvey the property herein described from that certain Demolition Agreement and Easement dated July 21, 2025 and recorded in in Deed Book 07125 Page 0151-0161, Whitfield County, Georgia Land Records, and to release the property herein described from that certain Security Deed dated July 21, 2025 and recorded in in Deed Book 07125

Page 0162-0166, Whitfield County, Georgia Land Records, as well as to release any claim which Grantor might have on the above property from whatever source derived.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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

Signed, sealed and delivered
in the presence of:

City of Dalton, Georgia

Unofficial Witness

Notary Public

By _____ (Seal)
Title:

My commission expires:

[Notarial Seal]

EXHIBIT “A”

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall).

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

3/2/2026

AGENDA ITEM

Property Maintenance Lease with Mr. Kenneth Robertson

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

None

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The Airport has had an ongoing agreement with Mr. Robertson to lease certain areas of airport property in exchange for keeping these areas mowed and maintained. This lease will replace the existing lease and remove approximately 50 acres of previously leased land on the northern end of the airport and add approximately 60 acres of land on the southern end of the airport.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

GRAZING/HAY HARVESTING LEASE AGREEMENT

THIS LEASE agreement is made and entered into on this 2 day of March by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Kenneth Robertson, hereinafter referred to as "LESSEE".

WHEREAS, CITY owns certain real property upon which the Dalton Airport Authority operates the City of Dalton Municipal Airport; and

WHEREAS, LESSOR desires to harvest hay and graze cattle on certain areas adjacent to the airport; and

WHEREAS, CITY desires to keep the airport runway area free of tall grass and brush and to relieve the CITY from the cost and burden of maintaining said grass areas; and

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

1. PREMISES: CITY hereby leases to LESSEE that certain area identified in blue on the attached aerial map identified as Exhibit "A" located at the Dalton Municipal Airport, Dalton, Georgia (the "Premises").

2. USE OF PREMISES: LESSEE shall use and occupy the Premises in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used only for the grazing of cattle and/or the harvesting (but not including storage) of hay by LESSEE and for no other purposes.

3. TERM: This Lease shall be for one (1) year commencing on the 2 day of March, 2026 unless otherwise terminated as provided for herein. This Lease shall automatically extend for additional terms of one year each unless terminated by thirty (30) days written notice from either party.

4. RENT: In lieu of the payment of cash proceeds, LESSEE shall, at his own expense, keep the grass, brush and undergrowth on the Premises cut to a reasonable level as determined by the CITY using machine equipment and/or grazing of cattle and/or harvesting of hay during the term of this Lease.

5. SURRENDER OF PROPERTY: LESSEE shall, not later than the last day of this Lease Agreement, or if sooner terminated by CITY or LESSEE, surrender possession of the Premises and remove all equipment and cattle and all other personal

property from said Premises, and repair all damage done by or in connection with the LESSEE's use of the Premises. The Premises shall be surrendered in at least as good condition as it was at the beginning of the lease term. All property of LESSEE remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by the CITY and LESSEE reimburse CITY for the cost of such removal. CITY may have any such property stored at LESSEE'S risk and expense. All permanent improvements to the Premises shall become the property of the CITY upon the termination of this Lease.

6. LESSEE COVENANTS: LESSEE covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to the CITY any defective condition known to LESSEE which the CITY is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of LESSEE, its employees, agents, patrons or invitees. Provided, however, at its option, the CITY may elect to make such repairs and LESSEE shall promptly reimburse CITY for such cost of repair (including CITY's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit CITY and its employees and agents access to the Premises at all reasonable times for the purposes of operation of the airport and for inspecting the Premises and making agreed upon alterations.

7. INDEMNITY: LESSEE 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 the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of LESSEE, its agents, officers, employees, invitees or licensees 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.

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

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, CITY shall not be required to maintain the Premises in such a condition to permit LESSEE's use of the Premises. CITY shall be under no obligation to inspect the Premises and LESSEE shall promptly report to CITY in writing any defective condition known to LESSEE which CITY is required under this paragraph to repair. Failure by the LESSEE to report such condition shall relieve CITY from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: LESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the CITY. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, only upon the advance written permission of the CITY. Upon request of the CITY, LESSEE shall remove from Premises all temporary alterations or improvement prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction. CITY shall have no obligation to restore the Premises to the same condition as before such damage.

11. **SUBLEASE OR ASSIGNMENT:** LESSEE may not sublease all or any portion of the Premises without the prior written permission of CITY.

12. **LESSEE'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by LESSEE: (a) LESSEE fails to maintain the Premises as required by the Lease as determined by the CITY and does not remedy such default within five (5) days of written notice thereof, (b) LESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) LESSEE breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may re-enter the Premises and cure any default of LESSEE, in which event LESSEE shall reimburse CITY as additional rent for any cost and expenses that CITY may incur to cure such default. CITY shall not be liable to LESSEE for any loss or damage that LESSEE may sustain by reason of CITY's action, regardless of whether caused by CITY's negligence or otherwise.

(b) CITY may terminate this Lease or LESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither SUBLESSEE nor any person claiming under or through LESSEE shall thereafter be entitled to possession of the Premises; and LESSEE shall immediately thereafter surrender the Premises to CITY; (2) CITY may re-enter the Premises and remove LESSEE or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which CITY may have for possession; or (3) continue this Lease in full force and effect. LESSEE shall remain liable for payment of all charges and costs imposed on LESSEE herein, in the amounts, and at the times and upon the conditions as.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by

certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

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

Such notice to LESSEE shall be mailed to: 431 MAINCS
RD DALTON
GA 30721

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

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease 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 venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease 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. LESSEE shall not assign its rights or obligations under this Lease without the prior written consent of the CITY.

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

(d) Quiet Enjoyment. If and so long as LESSEE performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, LESSEE shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by CITY of its right to re-enter the Premises without terminating this Lease, LESSEE shall immediately surrender the Premises to CITY, together with all alterations, improvements and other property as provided elsewhere herein.

(f) Complete Agreement; Amendments. This Lease 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.

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

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any provision of this agreement must be enforced by CITY against LESSEE, then CITY shall be entitled collect reasonable attorney's fees against LESSEE in addition to any other damages.

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

LESSEE:

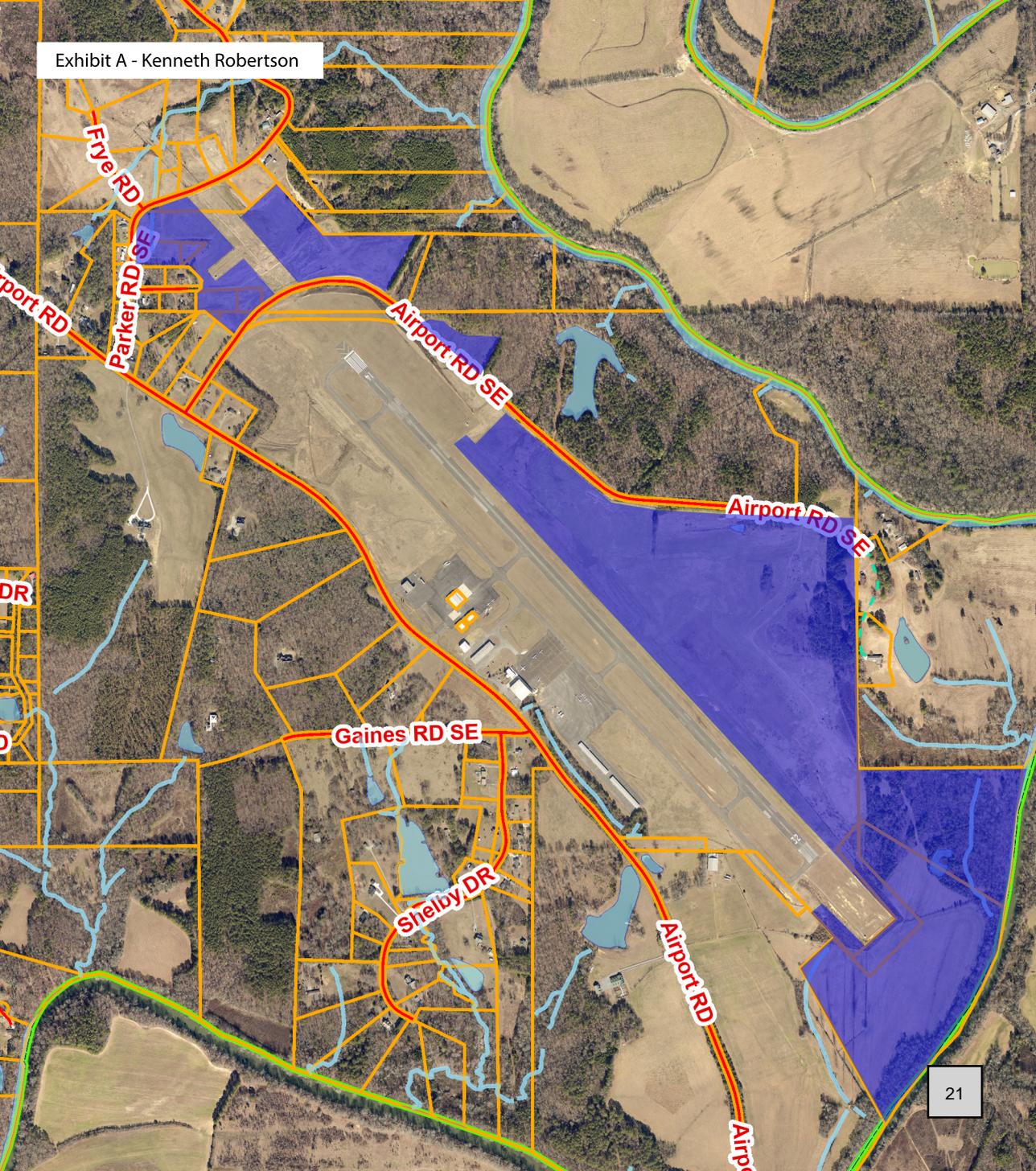


By: Kenneth Robertson

CITY OF DALTON, GEORGIA

By: _____
MAYOR/MAYOR PRO TEMPORE

EXHIBIT A





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

3/2/2026

AGENDA ITEM

Property Maintenance Lease with Mr. Luis Magana

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

None

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

The Airport has had an ongoing agreement with Mr. Kenneth Robertson to lease certain areas of airport property in exchange for keeping these areas mowed and maintained. Mr. Robertson has released approximately 50 acres of airport land which he previously leased in order to allow Mr. Magana to lease this same property moving forward.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

GRAZING/HAY HARVESTING LEASE AGREEMENT

THIS LEASE agreement is made and entered into on this ____ day of _____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Luis Magana, hereinafter referred to as "LESSEE".

WHEREAS, CITY owns certain real property upon which the Dalton Airport Authority operates the City of Dalton Municipal Airport; and

WHEREAS, LESSOR desires to harvest hay and graze cattle on certain areas adjacent to the airport; and

WHEREAS, CITY desires to keep the airport runway area free of tall grass and brush and to relieve the CITY from the cost and burden of maintaining said grass areas; and

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

1. PREMISES: CITY hereby leases to LESSEE that certain area identified in blue on the attached aerial map identified as Exhibit "A" located at the Dalton Municipal Airport, Dalton, Georgia (the "Premises").

2. USE OF PREMISES: LESSEE shall use and occupy the Premises in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used only for the grazing of cattle and/or the harvesting (but not including storage) of hay by LESSEE and for no other purposes.

3. TERM: This Lease shall be for one (1) year commencing on the _____ day of _____, 20__ unless otherwise terminated as provided for herein. This Lease shall automatically extend for additional terms of one year each unless terminated by thirty (30) days written notice from either party.

4. RENT: In lieu of the payment of cash proceeds, LESSEE shall, at his own expense, keep the grass, brush and undergrowth on the Premises cut to a reasonable level as determined by the CITY using machine equipment and/or grazing of cattle and/or harvesting of hay during the term of this Lease.

5. SURRENDER OF PROPERTY: LESSEE shall, not later than the last day of this Lease Agreement, or if sooner terminated by CITY or LESSEE, surrender possession of the Premises and remove all equipment and cattle and all other personal

property from said Premises, and repair all damage done by or in connection with the LESSEE's use of the Premises. The Premises shall be surrendered in at least as good condition as it was at the beginning of the lease term. All property of LESSEE remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by the CITY and LESSEE reimburse CITY for the cost of such removal. CITY may have any such property stored at LESSEE'S risk and expense. All permanent improvements to the Premises shall become the property of the CITY upon the termination of this Lease.

6. LESSEE COVENANTS: LESSEE covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to the CITY any defective condition known to LESSEE which the CITY is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of LESSEE, its employees, agents, patrons or invitees. Provided, however, at its option, the CITY may elect to make such repairs and LESSEE shall promptly reimburse CITY for such cost of repair (including CITY's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit CITY and its employees and agents access to the Premises at all reasonable times for the purposes of operation of the airport and for inspecting the Premises and making agreed upon alterations.

7. INDEMNITY: LESSEE 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 the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of LESSEE, its agents, officers, employees, invitees or licensees 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.

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

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, CITY shall not be required to maintain the Premises in such a condition to permit LESSEE's use of the Premises. CITY shall be under no obligation to inspect the Premises and LESSEE shall promptly report to CITY in writing any defective condition known to LESSEE which CITY is required under this paragraph to repair. Failure by the LESSEE to report such condition shall relieve CITY from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: LESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the CITY. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, only upon the advance written permission of the CITY. Upon request of the CITY, LESSEE shall remove from Premises all temporary alterations or improvement prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction. CITY shall have no obligation to restore the Premises to the same condition as before such damage.

11. **SUBLEASE OR ASSIGNMENT:** LESSEE may not sublease all or any portion of the Premises without the prior written permission of CITY.

12. **LESSEE'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by LESSEE: (a) LESSEE fails to maintain the Premises as required by the Lease as determined by the CITY and does not remedy such default within five (5) days of written notice thereof, (b) LESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) LESSEE breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may re-enter the Premises and cure any default of LESSEE, in which event LESSEE shall reimburse CITY as additional rent for any cost and expenses that CITY may incur to cure such default. CITY shall not be liable to LESSEE for any loss or damage that LESSEE may sustain by reason of CITY's action, regardless of whether caused by CITY's negligence or otherwise.

(b) CITY may terminate this Lease or LESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither SUBLESSEE nor any person claiming under or through LESSEE shall thereafter be entitled to possession of the Premises; and LESSEE shall immediately thereafter surrender the Premises to CITY; (2) CITY may re-enter the Premises and remove LESSEE or any other occupants of the Premises by force, summary proceedings, ejection or otherwise, and may remove their effects, without prejudice to any other remedy which CITY may have for possession; or (3) continue this Lease in full force and effect. LESSEE shall remain liable for payment of all charges and costs imposed on LESSEE herein, in the amounts, and at the times and upon the conditions as.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by

may not be amended except by written instrument executed by both parties hereto.

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

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any provision of this agreement must be enforced by CITY against LESSEE, then CITY shall be entitled collect reasonable attorney's fees against LESSEE in addition to any other damages.

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

LESSEE:

By: Luis Magana

CITY OF DALTON, GEORGIA

By: _____
MAYOR/MAYOR PRO TEMPORE

EXHIBIT A

