



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 04, 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 for the Record Prior to Speaking - Limit of 3 Minutes/Person)*

Proclamations:

- [1.](#) National Travel and Tourism Week 2026 - Margaret Thigpen, Director of Tourism

Presentations:

2. Staff Reports

Minutes:

- [3.](#) Mayor and Council Work Session Minutes of April 15, 2026
- [4.](#) Mayor & Council Minutes of April 20, 2026
- [5.](#) Mayor & Council Special Called Work Session Minutes of April 21, 2026

New Business:

- [6.](#) Review of Public Safety Commission Hearing Decision Regarding Dejavu Club LLC
- [7.](#) Resolution 26-14 Adopting Application of Kinetic ABS GA LLC to Construct and Maintain Certain Telecommunications Lines and Facilities
- [8.](#) Storm Drainage Easement - First United Methodist Church of Dalton
- [9.](#) Amendment to Tax Commissioner Agreement
- [10.](#) Review of (4) New 2026 Alcohol Beverage Applications
- [11.](#) First Reading Ordinance 26-06 To hear the request of Enrique Mendez Gomez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located on Dogwood Drive, Dalton, Georgia. Parcel (12-216-01-008).

Supplemental Business

Announcements

Adjournment

PROCLAMATION



NATIONAL TRAVEL AND TOURISM WEEK 2026

WHEREAS, the travel industry is essential to the success of every industry and will continue to be a critical part of the Dalton-Whitfield County economy, development, and workforce; and

WHEREAS, travel is an economic powerhouse for every state and destination across the country, with an economic output of \$3 trillion, supporting 15 million American jobs; and

WHEREAS, travel spending supports vibrant and safe communities in Dalton-Whitfield County and across the United States by generating \$92 billion in state and local tax revenue in 2025 to support essential services, such as education, emergency response, public safety and more; and

WHEREAS, travel enables success for all industries—including manufacturing, agriculture, defense, healthcare and more—by driving sales growth, innovation, education, and operations that power our economy, our nation, and Dalton-Whitfield County; and

WHEREAS, travel generated \$168.2 million a year in visitor spending in Dalton-Whitfield County, supporting 1,415 jobs and generating \$23 million in local, state, and federal taxes; and

WHEREAS, one in every 11 U.S. jobs depend on travel, making it a critical driver of America's economy and a force for connection and opportunity; and

WHEREAS, travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, fosters mutual understanding, and connects the nation.

NOW THEREFORE BE IT RESOLVED, I, Annalee Sams, Mayor of the City Dalton, Georgia hereby proclaim May 3-9, 2026 as "National Travel and Tourism Week" and urge our citizens to join me in recognizing the essential role this industry plays in our community.

IN WITNESS WHEREOF, I have hereunto set my hand on this 4th day of May, 2026.

Mayor _____

Date May 4, 2026

THE CITY OF DALTON
MAYOR AND COUNCIL
SPECIAL CALLED WORK SESSION MINUTES
APRIL 15, 2026

The Mayor and Council held a Special Called Work Session which coincided with the regularly scheduled Public Works Committee meeting at 4:00 p.m. in the conference room at the Public Works Department. Present were Council members Dennis Mock, Julie Locke, and Tyree Goodlett, City Administrator Andrew Parker, Public Works Director Chad Townsend, and other City staff.

No official action was taken during the Special Called Work Session. Councilmember Locke attended as she continues to familiarize herself with the City Departments, Committees, and ongoing projects. Because two members of the City Council are already members of the Public Works Committee, her presence at the meeting created a quorum thus the meeting was advertised as a Special Called City Council Work Session.

The Public Works Committee reviewed the business items included in the published agenda and the meeting was adjourned at approximately 5:10 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 20, 2026

The Mayor and Council held a meeting this evening at 6:05 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Julie Locke and Tyree Goodlett, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Steve Farrow 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 Mock, second Councilmember Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Nicole Perez addressed the Mayor and Council to request an update on when the moratorium affecting her event venue near the new Talpa supermarket may be lifted. She explained that her business provides full event décor for celebrations such as quinceañeras and weddings, and that the venue had become a valued gathering space for the community.

Perez noted that she and her business partners have returned several times seeking clarity on the timeline. She stated that they continue to pay rent on the space and have invested in improvements, including painting and upgrades, to prepare the venue for future events. She reiterated their desire to resume operations as soon as possible and requested clearer guidance on next steps.

Mayor Sams clarified that the event-center ordinance is currently under development and is the next item being worked on by the City Attorney's Office and directed Perez to speak with Code Enforcement after the meeting.

STAFF REPORTS

Special Events & Community Engagement Coordinator Candace Eaton provided an update on activities for Georgia Cities Week, which officially kicked off April 20th. Eaton highlighted the purpose of the statewide celebration organized by the Georgia Municipal Association, noting that it recognizes the important work cities do for their communities.

STAFF REPORTS

Continued

Eaton announced the winners of the City's student coloring contest, sharing that approximately 300 students participated and that the schools selected the top entries. Eaton recognized (2) of the winning students Lukas Cameron and Atley Coker that were present at the meeting.

Eaton also presented the winning entry from the "*If I Were Mayor*" essay contest, written by Raelynn Brookshire of Beavertown Elementary. The essay focused on increasing teacher pay and expressed appreciation for the work teachers do. Brookshire and her teacher Ms. Bacon were recognized during the meeting.

Eaton reminded the public that Georgia Cities Week events will conclude on Friday with the community Beach Bash at Burr Park, featuring sand, department displays, and family-friendly activities. Council members expressed enthusiasm for the upcoming event.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of March 30, 2026. On the motion of Councilmember Mock, second Councilmember Goodlett, the minutes were approved unanimously.

REINHARDT DRIVE - TRAFFIC CONTROL CHANGE

Project Manager Jackson Sheppard presented a request for a Traffic Control Change on Reinhardt Drive to establish a 7 a.m.–7 p.m. no-parking zone on both sides of Reinhardt Drive between Citadel Drive and Davidson Drive to address access issues for fire apparatus and Public Works trucks caused by frequent double-parking.

Sheppard noted that both residents and the Public Works Committee expressed support during the April 15 meeting. He also clarified that temporary parking would remain permitted for deliveries and home-maintenance services. If approved, Public Works would install MUTCD-compliant signage using in-house crews. On the motion of Council member Mock, second Council member Locke, the Traffic Control Change was approved unanimously.

E. MORRIS STREET & S. FREDRICK STREET - TRAFFIC CONTROL CHANGE

Project Manager Jackson Sheppard presented a Traffic Control Change for the intersection of E. Morris Street and S. Frederick Street, recommending implementation of a No Right Turn on red restriction for westbound traffic turning onto Frederick Street. Sheppard explained that a review of the intersection found inadequate sight distance under current conditions, and prohibiting right turns on red is the recommended safety improvement.

He further noted that the Public Works Committee issued a positive recommendation for the change. If approved, Public Works would install the necessary traffic control devices using in-house crews. On a motion by Councilmember Mock, seconded by Councilmember Goodlett, the Traffic Control Change was approved unanimously.

TRAFFIC CONTROL CHANGE

Continued

FORT HILL CIRCLE - TRAFFIC CONTROL CHANGE

Project Manager Jackson Sheppard presented a Traffic Control Change for Fort Hill Circle, recommending conversion of the one-way approach to a two-way street at its intersection with Spencer Street. Sheppard explained the change would allow the stop bar to be shifted closer to the intersection, improving sight distance and overall safety at the all-way stop. He further noted that the adjustment would provide direct access to homes on Fort Hill Terrace without requiring residents to travel through the adjacent school's parking lot. Note:

If approved, Public Works would implement the changes using in-house crews and in compliance with AASHTO and MUTCD standards. On a motion by Councilmember Mock, seconded by Councilmember Goodlett, the Traffic Control Change was approved unanimously.

GEO-HYDRO ENGINEERS PROPOSAL FOR CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION SERVICES FOR THE TEMPLE BETH EL MEMORIAL PARK PROJECT

Project Manager Jackson Sheppard presented a proposal to contract with Geohydro Engineers to provide geotechnical engineering services for the Temple Beth-El Memorial Park project. Sheppard stated the scope includes construction materials testing and special inspections for structural components, such as foundation bearing evaluations, concrete and grout strength testing, steel reinforcement inspections, and soil density/subgrade assessments. Sheppard stated the Public Works Committee issued a positive recommendation and the contract cost is \$14,400, to be funded through the BD-162 project account. On the motion of Council member Mock, second Council member Locke, the Proposal was approved unanimously.

INTERGOVERNMENTAL RENTAL AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA FOR THE DALTON FREIGHT DEPOT AT 305 SOUTH DEPOT STREET FOR THE BANDY HERITAGE CENTER

City Administrator Andrew Parker presented an Intergovernmental Rental Agreement with the Board of Regents of the University System of Georgia for the Dalton Freight Depot at 305 South Depot Street for the Bandy Heritage Center. Parker stated the proposed intergovernmental rental agreement with the University System of Georgia Board of Regents is to renew the lease for the Bandy Heritage Center, which has occupied space in the Freight Depot since 2015. Parker continued stating the Board of Regents will continue leasing 2,253 square feet for Heritage Center operations and exhibits.

Key updates to the lease include:

- Rent set at \$1,000 per month.
- Initial term through June 30, 2026, with four one-year renewal options to comply with statutory limits on lease length.
- The City will cover water and wastewater costs, while the tenant will continue paying for electric service.
- The City will assume responsibility for facility maintenance, except for routine non-capital items (e.g., light bulbs, air filters), which remain the tenant's responsibility.

INTERGOVERNMENTAL RENTAL AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA FOR THE DALTON FREIGHT DEPOT AT 305 SOUTH DEPOT STREET FOR THE BANDY HERITAGE CENTER

Continued

On the motion of Council member Goodlett, second Council member Locke, the Agreement was unanimously approved.

AIA AGREEMENT WITH KRH ARCHITECTS INC. FOR THE CITY HALL WINDOW REPLACEMENT PROJECT

Assistant City Administrator Todd Pangle presented AIA Agreement with KRH Architects Inc. for the City Hall Window Replacement Project for the design and replacement of the deteriorated first-floor windows at City Hall. Pangle stated the architect will prepare design documents and oversee the replacement of the existing rotted wooden windows with aluminum-clad exterior/wood-interior units. Pangle further stated the architectural fee is 6% of the final project cost, estimated at approximately \$24,000. Note: The project is funded through the approved multi-year CIP budget, with completion anticipated in late summer to early fall 2026. On the motion of Council member Mock, second Council member Goodlett, the Agreement was approved unanimously.

CONTRACT WITH INTEGRATED BUILDS LLC FOR THE CITY HALL WINDOW REPLACEMENT PROJECT

Assistant City Administrator Todd Pangle presented a contract with Integrated Builds LLC for the first-floor window replacement project at City Hall. Pangle stated the project includes replacing approximately 34 deteriorated wood windows, excluding the large council chamber windows, which do not require replacement. Further stating that all installation work will be performed from the exterior, and the existing interior woodwork will remain unchanged. Pangle continued stating that the bid also includes replacement of any rotted nailers discovered during construction. Note: Integrated Builds submitted the lowest responsive bid at \$393,475. Substantial completion is expected by mid-September 2026. The project is funded through the multi-year CIP budget. On the motion of Council member Mock, second Council member Goodlett, the Contract was approved unanimously.

RESOLUTION 26-11 AUTHORIZING MUNICIPAL PROPERTY PURCHASE

Airport Manager Andrew Wiersma presented Resolution 26-11 authorizing the purchase of a 0.06-acre parcel located at the end of Runway 14 at the municipal airport. Wiersma stated the City previously acquired all surrounding property in 2014 through a federal grant; however, the remaining parcel's owner was unaware they still held title and recently approached the City to sell it. Further, Wiersma stated because the parcel lies within the runway protection zone, staff recommended proceeding with the purchase. Note: The agreed purchase price is \$510. On the motion of Council member Mock, second Council member Locke, the Resolution was approved unanimously.

RESOLUTION 26-12 AUTHORIZING ACCEPTANCE OF BID FOR SALE OF 1216 E. MORRIS STREET PROPERTY

Assistant City Administrator Todd Pangle presented Resolution 26-12 authorizing acceptance of a sealed bid for surplus property located at 1216 East Morris Street. Pangle stated the site, formerly used as a temporary fire station in the 1940s, was declared surplus last year after staff determined it no longer served a municipal purpose.

Pangle further stated the City opened sealed bids on April 6, receiving one bid in the amount of \$15,002. The property totals 0.127 acres and includes a building that would require substantial repairs if retained. On the motion of Council member Mock, second Council member Locke, the Resolution was approved and the bid was accepted unanimously.

RESOLUTION 26-13 RESOLUTION AUTHORIZING TRANSFER OF REAL PROPERTY TO DALTON-WHITFIELD COUNTY LAND BANK AUTHORITY, INC.

City Administrator Andrew Parker presented Resolution 26-13 authorizing the transfer of a 1.3-acre vacant, undeveloped City-owned tract at the corner of Underwood Street and Dantzler Street to the Dalton-Whitfield County Land Bank Authority. Parker stated the property currently generates no tax revenue and requires ongoing City maintenance.

Continuing, Parker stated the transfer is intended to support development of a UPUD affordable housing pilot project, utilizing the recently adopted green space courtyard subdivision option in the Unified Zoning Ordinance—often referred to as a cottage court model. Further Parker stated this would mirror the approach used in the South Hamilton urban infill project and provide a demonstration of how the new zoning tool can be applied.

Parker informed the Mayor and Council that the Land Bank Authority, authorized under OCGA 48-4-60, is tasked with returning non-revenue-producing property to productive use for housing, jobs, or industry and this resolution authorizes the Mayor to execute all necessary deeds, including a reversionary clause: if the Land Bank does not initiate development or convey the property for the intended UPUD affordable housing project within six months, ownership reverts to the City. On the motion of Council member Mock, second Council member Goodlett, the Resolution was approved and the bid was accepted unanimously.

ANNOUNCEMENT

Mayor Sams invited everyone to attend the upcoming of the Georgia Cities Week events on Friday April 24th with City departments on display, family-friendly activities and the Beach Bash at Burr Park, featuring sand.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Mock, second Councilmember Goodlett the meeting was adjourned at approximately 6:32 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL
SPECIAL CALLED WORK SESSION MINUTES
APRIL 21, 2026

The Mayor and Council held a Special Called Work Session which coincided with the regularly scheduled Water Light and Sinking Fund Commission meeting at 2:00 p.m. in the auditorium of the Dalton Utilities office building. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, and Julie Locke, City Administrator Andrew Parker, City Attorney representative Dawson Welsh, all Water Light and Sinking Fund Commission members, Dalton Utilities CEO John Thomas, Dalton Utilities legal counsel representatives, and other Dalton Utilities staff. The meeting was called to order jointly with the Water Light and Sinking Fund Commission meeting.

APPROVAL OF AGENDA

On the motion of Councilmember Mock, second Councilmember Locke, the Mayor and Council approved the agenda. The vote was unanimous in favor. Mayor Sams voted in the affirmative to constitute a quorum.

EXECUTIVE SESSION – LITIGATION MATTERS

On the motion of Councilmember Mock, second Councilmember Locke, the Mayor and Council voted to enter executive session for litigation matters at approximately 2:06 p.m. The vote was unanimous in favor. Mayor Sams voted in the affirmative to constitute a quorum.

On the motion of Councilmember Mock, Second Councilmember Locke, the Mayor and Council voted to exit the executive session at approximately 3:33 p.m. The vote was unanimous in favor. Mayor Sams voted in the affirmative to constitute a quorum.

ADJOURNMENT

There being no further business to come before the Mayor and Council during the Special Called Work Session, on the motion of Councilmember Mock, second Councilmember Locke, the meeting was Adjourned at approximately 3:34 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Approved: _____

Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/4/2026

AGENDA ITEM

Review of Alcohol Violation

DEPARTMENT

City Clerk’s Office

REQUESTED BY

Public Safety Commission

REVIEWED/APPROVED BY CITY ATTORNEY?

yes

COST

n/a

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Review of Public Safety Commission hearing decision regarding Dejavu Club LLC. d/b/a Dejavu

PHONE
706-278-9500

WEBSITE
www.daltonga.gov

ADDRESS
300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/4/2026

AGENDA ITEM

Resolution 26-14 Adopting Application of Kinetic ABS GA LLC to Construct and Maintain Certain Telecommunications Lines and Facilities

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 26-14 Adopting Application of Kinetic ABS GA LLC to Construct and Maintain Certain Telecommunications Lines and Facilities along public roads or rights of way within the City of Dalton and to pay the City the maximum due compensation allowed by Georgia law.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 26-14

RESOLUTION ADOPTING APPLICATION OF KINETIC ABS GA LLC TO CONSTRUCT AND MAINTAIN CERTAIN TELECOMMUNICATIONS LINES AND FACILITIES

WHEREAS, Windstream Georgia Communications, LLC (“Windstream”) currently owns and operates certain telecommunications infrastructure, including fiber optic and copper facilities (“Assets”), located in public rights of way in the City of Dalton (“City”);

WHEREAS, Windstream is an indirect subsidiary of Uniti Group, Inc. (“Uniti”);

WHEREAS, Uniti is in the process of transferring certain of the Assets of Windstream to Kinetic ABS GA LLC (“Kinetic”);

WHEREAS, Kinetic is a telecommunications provider authorized to do business in the state of Georgia and certified by the Georgia Public Service Commission; and

WHEREAS, O.C.G.A. §46-5-1(a) provides that a telecommunications provider shall be authorized to construct, maintain, or operate telecommunications lines and facilities along public roads or rights of way with the approval of the governing authority and upon compliance with the requirements set forth in O.C.G.A. §46-5-1; and

WHEREAS, O.C.G.A. §46-5-1 provides that any telecommunications provider seeking permission to construct, maintain, or operate certain telecommunications lines and facilities along public roads or rights of way shall pay due compensation to the municipality as specified in O.C.G.A. §46-5-1(b)(9) and O.C.G.A. §46-5-1(b)(19); and

WHEREAS, O.C.G.A. §46-5-1 provides that any telecommunications provider seeking permission to construct, maintain, or operate certain telecommunications lines and facilities along public roads or rights of way shall affirm that it will comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of its lines and facilities; and

WHEREAS, Kinetic has applied pursuant to O.C.G.A. §46-5-1 to construct, maintain, or operate certain telecommunications lines and facilities along public roads or rights of way within the City of Dalton; and

WHEREAS, Kinetic’s application details its proposed service area within the City of Dalton and the services to be provided; and

WHEREAS, Kinetic’s application affirms that Kinetic will comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of its lines and facilities; and

WHEREAS, said application appears to otherwise meet the requirements of O.C.G.A. §46-5-1;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton adopts the application of Kinetic as set forth in O.C.G.A. §46-5-1(b)(3); and

BE IT FURTHER RESOLVED, that Kinetic shall pay to the City of Dalton due compensation in the amount of the maximum amount allowed by Georgia law including as set forth in O.C.G.A. §46-5-1(b)(9) and O.C.G.A. §46-5-1(b)(19); and

BE IT FURTHER RESOLVED, that Kinetic shall comply with all applicable federal, state, and local laws and regulations in the placement of any lines and facilities, including any local permitting requirements; and

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

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



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/4/2026

AGENDA ITEM

Storm Drainage Easement – First United Methodist Church

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

This request is to execute the storm drainage easement needed to construct the Temple Beth-El project. Given the scope of the work on the project, the easement is needed to tie-in the storm drain line to the detention pond.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this “Agreement”) made this _____ day of _____, 2026, between **Doug Renz, Steven Usry, Tim Baucom, Elizabeth Hutchins, Joe Martin, Bob Kinard, Nathan Lock, Sally Poehlman, Billy Chappell, Charles Maret, and Kathy Fiest, as Trustees of the First United Methodist Church of Dalton**, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit “A,” attached hereto and made a part hereof by reference (the “Servient Property”); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described in Exhibit “B” attached hereto and made a part hereof (the “City Property”); and

WHEREAS, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the “Municipal Storm Sewer”) and being located on that certain portion of the Servient Property more particularly described as the “20-Ft Permanent Drainage Easement, TYP” on the drawing attached hereto as Exhibit “C,” attached hereto and made a part hereof by reference (the “Permanent Storm Drainage Easement”); and

WHEREAS, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement,

and being located on either side thereof (collectively the “Construction Easement”) and being located on that certain portion of the Servient Property more particularly described as the “Temporary Construction Easement, TYP” on the drawing attached hereto as Exhibit “D,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

WHEREAS, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all water and flooding of the Servient Property; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the Servient Property into the City Property and from the City Property to the Servient Property;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Underground Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive underground easement in, under, across and through the Storm Drainage Easement . The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the underground Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location. Although

this easement is limited to underground use, an accompanying permanent access easement is granted aboveground such that grantee may maintain and repair underground structures as specified in more detail herein.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. 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 to said jurisdiction and venue.

8. *Severability.* The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

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

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

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

Signed, sealed and delivered
In the presence of:

GRANTOR:

Unofficial Witness

(Seal)
Doug Renz, as trustee of the
First United Methodist Church of Dalton

Notary Public

My commission expires:
[Notarial Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

Steven Usry, as trustee of the
First United Methodist Church of Dalton

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

Tim Baucom, as trustee of the
First United Methodist Church of Dalton

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

Elizabeth Hutchins, trustee of the
First United Methodist Church of Dalton

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

Joe Martin, as trustee of the
First United Methodist Church of Dalton

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

(Seal)
Bob Kinard, as trustee of the
First United Methodist Church of Dalton

GRANTOR:

(Seal)
Nathan Lock, as trustee of the
First United Methodist Church of Dalton

GRANTOR:

(Seal)
Sally Poehlman, as trustee of the
First United Methodist Church of Dalton

GRANTOR:

(Seal)
Billy Chappell, as trustee of the
First United Methodist Church of Dalton

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:
[Notarial Seal]

GRANTOR:

Charles Maret, as trustee of the
First United Methodist Church of Dalton

GRANTOR:

Kathy Fiest, as trustee of the
First United Methodist Church of Dalton

RECEIPT ACKNOWLEDGED BY:

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

File No. 20260083

GRANTEE:

City of Dalton, Georgia

By _____
Title:

EXHIBIT “A”

Tract No. 1:

Tract No. 1A:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

BEGINNING on the line between the lands now or formerly owned by Emery B. Kirby and Lulu W. Westcott at an iron pin which is located a distance of 248.5 feet west from the west side of the sidewalk on the west side of Thornton Avenue and a distance of 270.75 feet south from the south curb of Bishop Street; thence south 68 feet to an iron pin on the north line of the lands of now or formerly owned by Looper; thence west a distance of 351.5 feet, more or less, to the east line of the curb of Valley Drive; thence north a distance of 68 feet to the land now or formerly owned by Lulu S. Westcott; thence east a distance of 351.5 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 165 Page 554, Whitfield County, Georgia Land Records.

Tract No. 1B:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

BEGINNING at a point on the line between the lands now or formerly owned by The First Methodist Church and now or formerly owned by Lulu S. Westcott, which point is located a distance of 248.5 feet west from the west edge of the sidewalk on the west side of Thornton Avenue and a distance of 200.75 feet south from the south line of the curb of Bishop Street; thence south 70 feet to the northwest corner of the lands now or formerly owned by Kirby; thence west a distance of 364 feet, more or less, to the east line of the curb of Valley Drive; thence north along the east curb of Valley Drive, a distance of 70 feet to the lands of property now or formerly owned by Temple Beth-El; thence east a distance of 364 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 171 Page 397, Whitfield County, Georgia Land Records.

Tract No. 1C:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

All that tract or parcel of land lying and being in a certain City Lot in The City of Dalton, Whitfield County, and fronting 100 feet on the west side of South Thornton Avenue and running back west 450 feet, more or less. Bounded on the south by the property now or formerly owned by Mrs. G.L. Westcott, on the west by the property now or formerly owned by the Congregation of Temple Beth-El, on the north by the property now or formerly owned by F.T. Hardwick, and on the east by South Thornton Avenue.

For prior title, see Deed Book 40 Page 523, Whitfield County, Georgia Land Records.

Tract No. 1D:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

Located on the west side of South Thornton Avenue in the City of Dalton, Whitfield County, Georgia, and being all of City Lot No. 50 and 34 feet off of the north side of Lot No. 48 1/2 South Thornton Avenue, making a tract fronting 130 feet on the west side of said South Thornton Avenue and running back west 450 feet, more or less.

For prior title, see Deed Book 40 Page 523, Whitfield County, Georgia Land Records.

Tract No. 2:

Tract No. 2A:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

BEGINNING on the east right of way line of Valley Drive, formerly Jones Street, at a point located north 80 feet from the northeast intersection of Valley Drive and Church Street; thence south 88 degrees 46 minutes 49 seconds east a distance of 369.66 feet to a point; thence north 05 degrees 31 minutes east a distance of 86.83 feet to a point; thence north 88 degrees 46 minutes 49 seconds west a distance of 378 feet to Valley Drive; thence south with the west line of Valley Drive a distance of 86.5 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 868 Page 52, Whitfield County, Georgia Land Records.

Tract No. 2B:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

BEGINNING at the northeast corner of the intersection of Valley Drive, formerly Jones Street, and Church Street; thence north 80 feet with the east right of way line of Valley Drive; thence south 88 degrees 46 minutes 49 seconds east a distance of 369.66 feet to a point; thence south 05 degrees 31 minutes west a distance of 80.10 feet to Church Street; thence north 88 degrees 46 minutes 49 seconds west a distance of 361.66 feet with the north right of way line of Church Street, to Valley Drive and THE POINT OF BEGINNING.

For prior title, see Deed Book 868 Page 50, Whitfield County, Georgia Land Records.

Tract No. 3

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

BEGINNING at the northwest corner of the intersection of Thornton Avenue and Church Street; thence north 88 degrees 46 minutes 49 seconds west a distance of 238.1 feet; thence north 05 degrees 31 minutes 00 seconds east a distance of 166.93 feet; thence south 36 degrees 27 minutes 04 seconds east a distance of 17.49 feet; thence south 44 degrees 30 minutes 58 seconds east a distance of 85 feet; thence south 15 degrees

29 minutes 02 seconds west a distance of 7.40 feet; thence south 44 degrees 30 minutes 58 seconds east a distance of 29.96 feet; thence south 89 degrees 44 minutes 15 seconds east a distance of 132.99 feet to the west right of way line of Thornton Avenue; thence south a distance of 67.46 feet to Church Street and THE POINT OF BEGINNING.

For prior title, see Deed Book 2262 Page 201, Whitfield County, Georgia Land Records.

Tract No. 4:

Tract No. 4A:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being a strip of land 5 feet in width off the south part of City Lot No. 52 Thornton Avenue as shown on the map of said City, and being more particularly described as follows:

BEGINNING at a point on the east side of Valley Drive, formerly Jones Street, where the south line of City Lot No. 52 intersects said street; thence north along the east side of Valley Drive 5 feet; thence east 150 feet, more or less, to a point at the lands now or formerly owned by W. H. Bartenfeld; thence south 05 feet to the south line of City Lot No. 52; thence west 150: feet, more or less, to the POINT OF BEGINNING.

For prior title see Deed Book 2355 Page 305, Whitfield County, Georgia Land Records.

Tract No. 4B:

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, and being more particularly described as follows:

A strip of land 50 feet in width being those lands conveyed to the City of Dalton by the Trustees of the First Methodist Church on June 17, 1949 by deed recorded in Deed Book 53 Page 301, Whitfield County, Georgia Land Records and by W.H. Bartenfeld on March 28, 1949 by deed recorded in Deed Book 53 Page 302, Whitfield County, Georgia Land Records.

For prior title see Deed Book 2355 Page 305, Whitfield County, Georgia Land Records.

EXHIBIT “B”

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Temple Beth-El by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated June 8, 2009, revised June 18, 2009, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the east right of way line of Valley Drive (50' R/W), said point being located in a northerly direction, as measured along said right of way line, a distance of 353.93 feet from the point of intersection of said right of way line and the north right of way line of Emery Street; thence north 00 degrees 03 minutes 13 seconds east, along the east right of way line of Valley Drive, a distance of 238.87 feet; thence north 89 degrees 29 minutes 37 seconds east a distance of 150.0 feet; thence south 00 degrees 03 minutes 13 seconds west a distance of 241.89 feet to an iron pin; thence north 89 degrees 21 minutes 12 seconds west a distance of 150.0 feet to an iron pin, which marks the POINT OF BEGINNING.

{Permanent Drainage Easement}

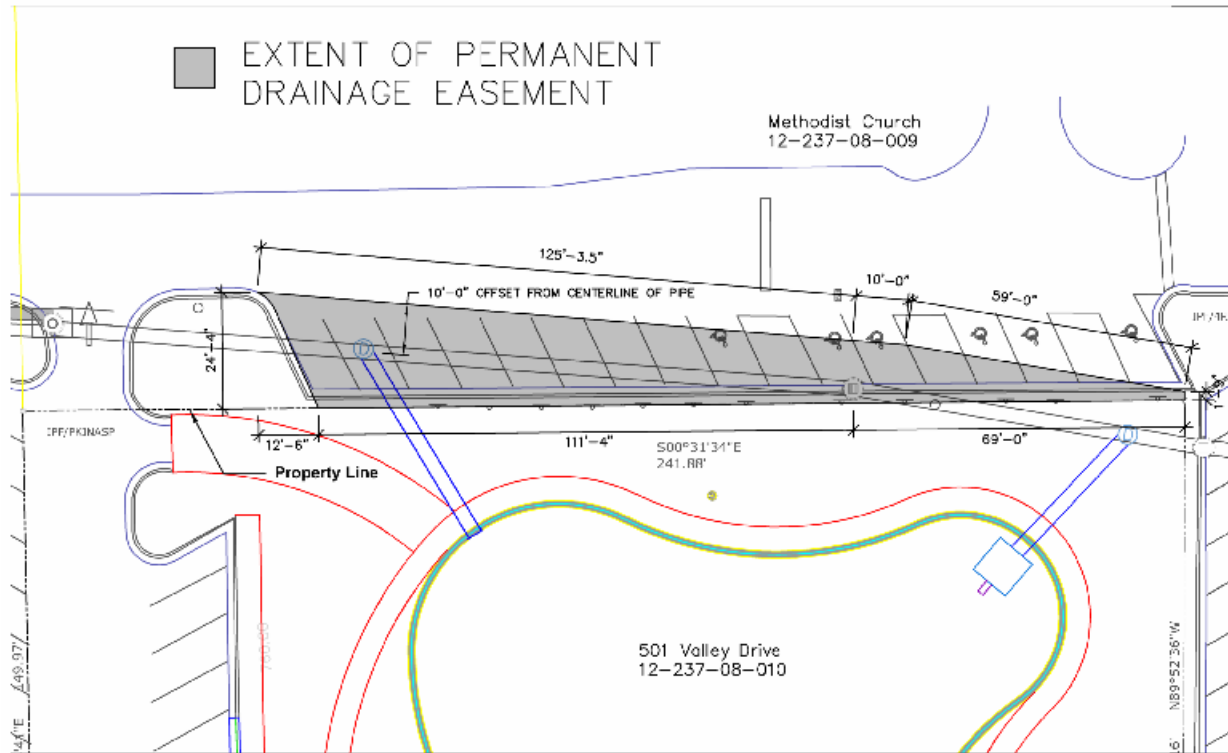
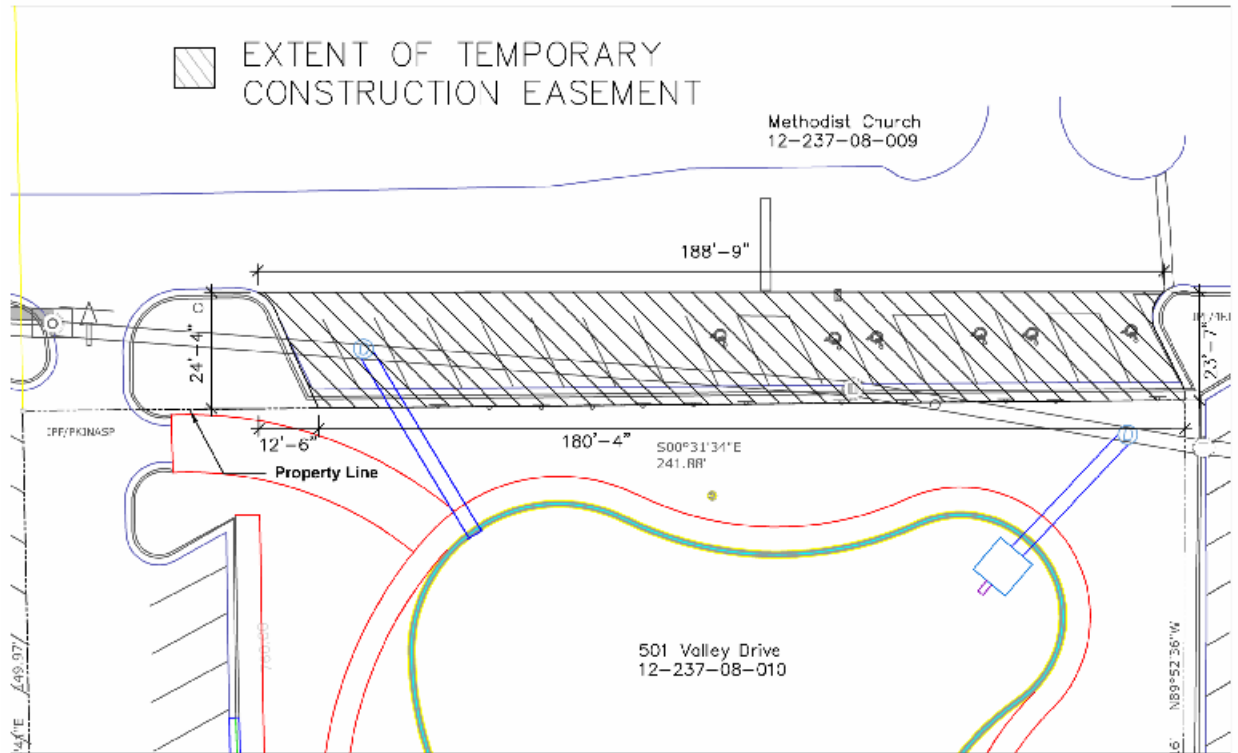


EXHIBIT "D"
{Temporary Drainage Easement}





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/4/2026

AGENDA ITEM

Amendment to Whitfield County Tax Commissioner Agreement

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$3,750/Month

FUNDING SOURCE IF NOT IN BUDGET

City Administration Official Contracted Services

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

Amended Agreement with Tax Commissioner Danny Sane pursuant to O.C.G.A. §48-5-351.1(a).

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

AMENDMENT TO AGREEMENT

This Amendment to Agreement (“Amendment”) is effective the 1st day of May, 2026, between the City of Dalton, Georgia (“City”) and Danny Sane, the duly elected and qualified Tax Commissioner of Whitfield County, Georgia (“Commissioner”) as follows:

WITNESSETH:

WHEREAS, the Mayor and Council of the City entered into an agreement with Commissioner for the provision of services of the Commissioner pursuant to the authority of O.C.G.A. §48-5-351.1(a) on or about October 1, 1996 (“Agreement”); and

WHEREAS, the parties have from time to time modified the compensation paid under the Agreement and now desire to update said compensation to the current rate set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. The parties hereto acknowledge that the above recitals to this Amendment are true and correct, and agree that the same are incorporated by reference into the body of this Amendment.

2. Paragraph 2 of the Agreement is struck in its entirety and replaced with the following:

The City shall pay the Commissioner for his performance of such duties and services the annual sum of \$45,000 in monthly installments of \$3,750.00 due on the first day of each calendar month and payable no later than the 10th day of each calendar month. The parties acknowledge and agree that the Commissioner is performing such services as an independent contractor of the City and not as an employee. As such, the sums payable hereunder shall not be subject to federal or state withholding, and the City shall issue a Form 1099 evidencing its payment to the Commissioner. The Commissioner shall be liable to pay all federal and state taxes due on any sums paid by the City hereunder and shall indemnify and hold the City harmless for any failure to otherwise report or pay over any such tax due to federal or state governments.

3. All previous payments to Commissioner pursuant to said Agreement are hereby ratified.

4. Except as herein specifically modified, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above set forth.

City of Dalton, Georgia

By: _____
Mayor/Mayor Pro Tempore

Danny Sane, Tax Commissioner

Attest: _____
City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/4/2026

AGENDA ITEM

Review of (4) New 2026 New Alcohol Applications

DEPARTMENT

City 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 (4) five new 2026 Alcohol Beverage license application recommendations by the Public Safety Commission at its April 21, 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 APRIL 21, 2026

M&C MEETING – MAY 4, 2026

(4) 2026 ALCOHOL APPLICATION(S)

1. Business Owner: CJPJ Pizza 2, LLC
d/b/a: Vocelli Pizza
Applicant: Justin Thompson
Business Address: 825 Chattanooga Ave. Suite 1 & 2
License Type: Pouring Beer, Wine, Retail Delivery (Restaurant)
Disposition: New
PSC Recommendation: ☒ Approve

2. Business Owner: Glenwoodrapids Inc.
d/b/a: Rapids
Applicant: Asif Ali
Business Address: 1016 N. Glenwood Ave
License Type: Package Beer, Wine (Retail Store / Gas Station)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and
PSC Recommendation: ☒ Approve

3. Business Owner: Glenwood324 Inc.
d/b/a: Corner Express 2
Applicant: Asif Ali
Business Address: 324 N. Glenwood Ave
License Type: Package Beer, Wine (Retail Store / Gas Station)
Disposition: New
PSC Recommendation: ☒ Approve

4. Business Owner: Glenwood 2025 Inc.
d/b/a: Smiles Fuel
Applicant: Courtney Velasquez
Business Address: 400 N. Glenwood Ave
License Type: Package Beer, Wine (Retail Store / Gas Station)
Disposition: New
PSC Recommendation: ☒ Approve



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

5/5/2025

AGENDA ITEM

The request of Enrique Mendez Gomez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located on Dogwood Drive, Dalton, Georgia. Parcel (12-216-01-008)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Enrique Gomez

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:

Staff recommend approval and Planning Commission unanimously recommended approval with no public opposition.

PHONE
706-278-9500

WEBSITE
www.daltonga.gov

ADDRESS
300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 26-06

To rezone certain property of Enrique Mendez Gomez and Enrique Mendez Rodriguez from a Heavy Manufacturing (M-2) Classification to a Medium Density Single Family Residential (R-3) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Enrique Mendez Gomez and Enrique Mendez Rodriguez have petitioned for rezoning of certain real Property they own from M-2 classification to R-3 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. 12-216-01-008 (the "Property"), is hereby rezoned from M-2 classification to R-3 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 _____, 2026.

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: April 28, 2026

A. To hear the request of Enrique Mendez Gomez to rezone from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located on Dogwood Drive, Dalton, Georgia. Parcel (12-216-01-008)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on January 20, 2026, 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 Enrique Mendez Gomez.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the R-3 rezoning. There were no further questions for White.

Janet Paredes spoke on behalf of the petitioner. Steve Laird asked how they planned to develop on the property given the difficult topography. Paredes stated that they have heavy equipment that they plan to use to grade the land to make it suitable to build a dwelling. There were no further questions for Paredes.

With no other comments heard for or against, the public hearing closed at 6:36 pm.

Recommendation:

Chairman Lidderdale sought a motion on the R-3 rezoning. Octavio Perez made a motion to approve the R-3 rezoning, and Brad Ramsey seconded the motion. The motion to recommend the R-3 zoning be approved then passed unanimously (4-0).

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

ZONING CASE: Enrique Gomez is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium-Density Single-Family Residential (R-3) (parcel 12-216-01-008), containing a total of 0.6 acres located at along the east R/W of Dogwood Drive. The subject property is undeveloped. The petitioner's request was made in order to develop the subject property for residential use.

The surrounding uses and zoning are as follows: The subject property is flanked along its north, south, and west boundaries by the R-3 zone district. The M-2 zone district abuts the subject property to the east and south. However, one of the southern adjacent tracts is developed with a single-family detached dwelling that is owned by the petitioner.

The subject property is partly 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 undeveloped but is within a large single-family neighborhood community. The R-3 zone district is the dominant zone district in this area. With the exception of the M-2 island adjacent to the subject property, the R-3 zone district represents the character of the majority of adjacent and nearby properties. One of the adjacent M-2 zoned tracts of land contains a single-family detached dwelling owned by the petitioner.

(B) Whether the proposed R-3 amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

Based on the established pattern of development, the proposed R-3 rezoning would have no expectation of harming the values of the adjacent properties. In fact, the R-3 rezoning would better protect the values of the adjacent and nearby residential properties in this area.

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

The subject property could be a poor candidate for industrial/manufacturing development based on its limited size. The proposed R-3 rezoning would be an excellent fit for the subject property based on the consistency with other adjacent and nearby properties.

(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-3 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.

The limited development potential of the subject property due its limited size and location to not raise concern regarding public infrastructure. This area is well-served in terms of public water and sewer. The proposed single-family dwellings would generate less vehicle trips than any potential manufacturing use.

(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 subject property is within the Suburban character area of the Joint Comprehensive Plan. This character area is intended to protect the low-density single-family neighborhoods in the county. The proposed R-3 rezoning of the subject property would better reflect the intent of the Suburban Neighborhood character area than the current M-2 zoning of the subject property.

(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 rezoning would help shrink an island of M-2 zoning within this residential community.

(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-3 rezoning of the subject property based on the following factors:

1. The requested rezoning would not change the character of the area based on the amount of adjacent single-family detached development and identical R-3 zoning.
2. The R-3 rezoning would better protect the values of the adjacent and nearby residential community than the existing M-2 zoning.
3. The subject property is within the Suburban character area in the Joint Comprehensive Plan and the proposed R-3 rezoning would be a perfect implementation of the Suburban Neighborhood character area at this location.

Gomez Rezoning Request M-2, Heavy Manufacturing to

R-3, Medium Density Single Family 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)
-  Heavy Manufacturing (M-2)

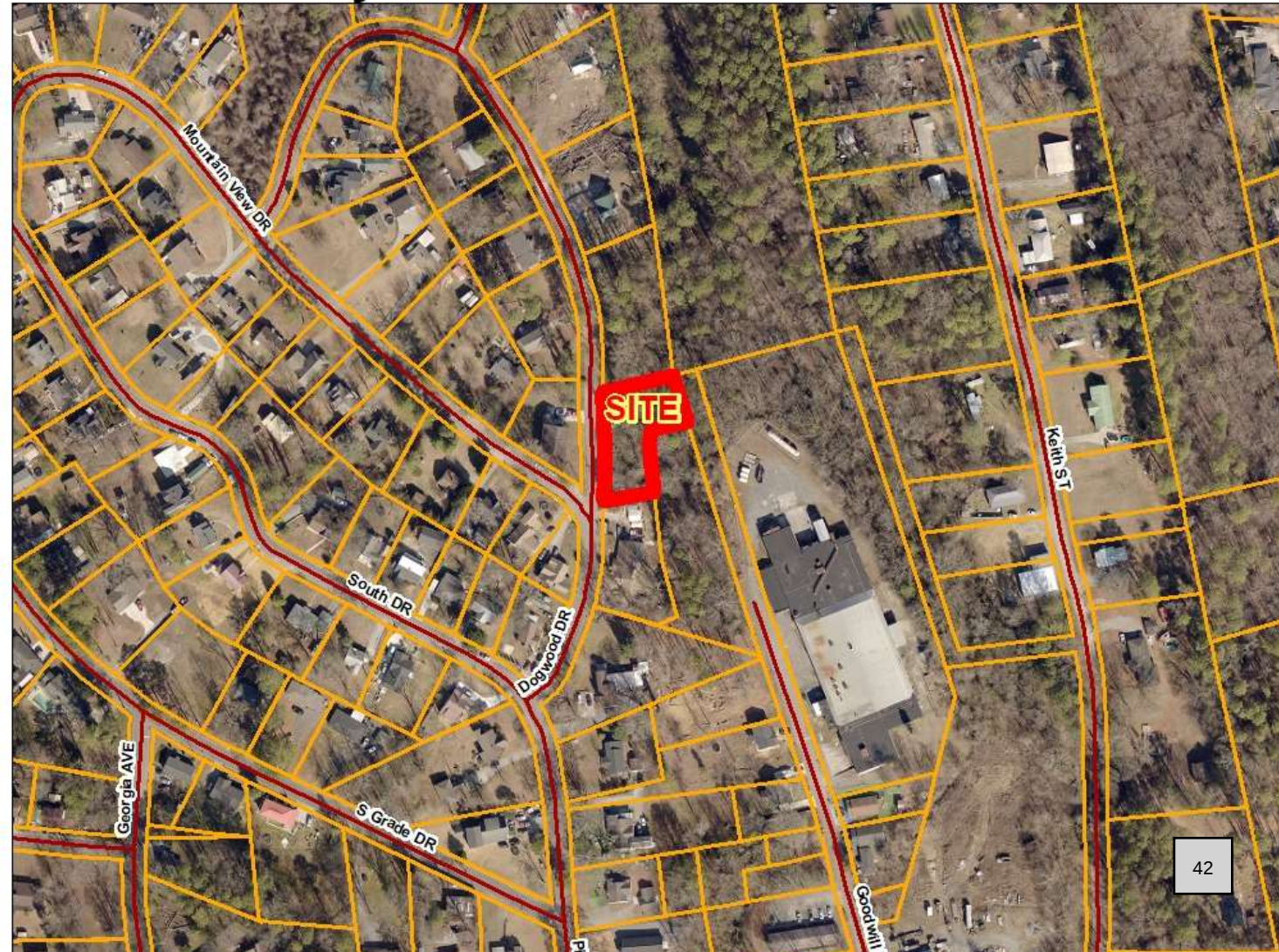
FEET
200





**Gomez Rezoning Request
M-2, Heavy Manufacturing
to
R-3, Medium Density Single Family Residential
City of Dalton Jurisdiction**

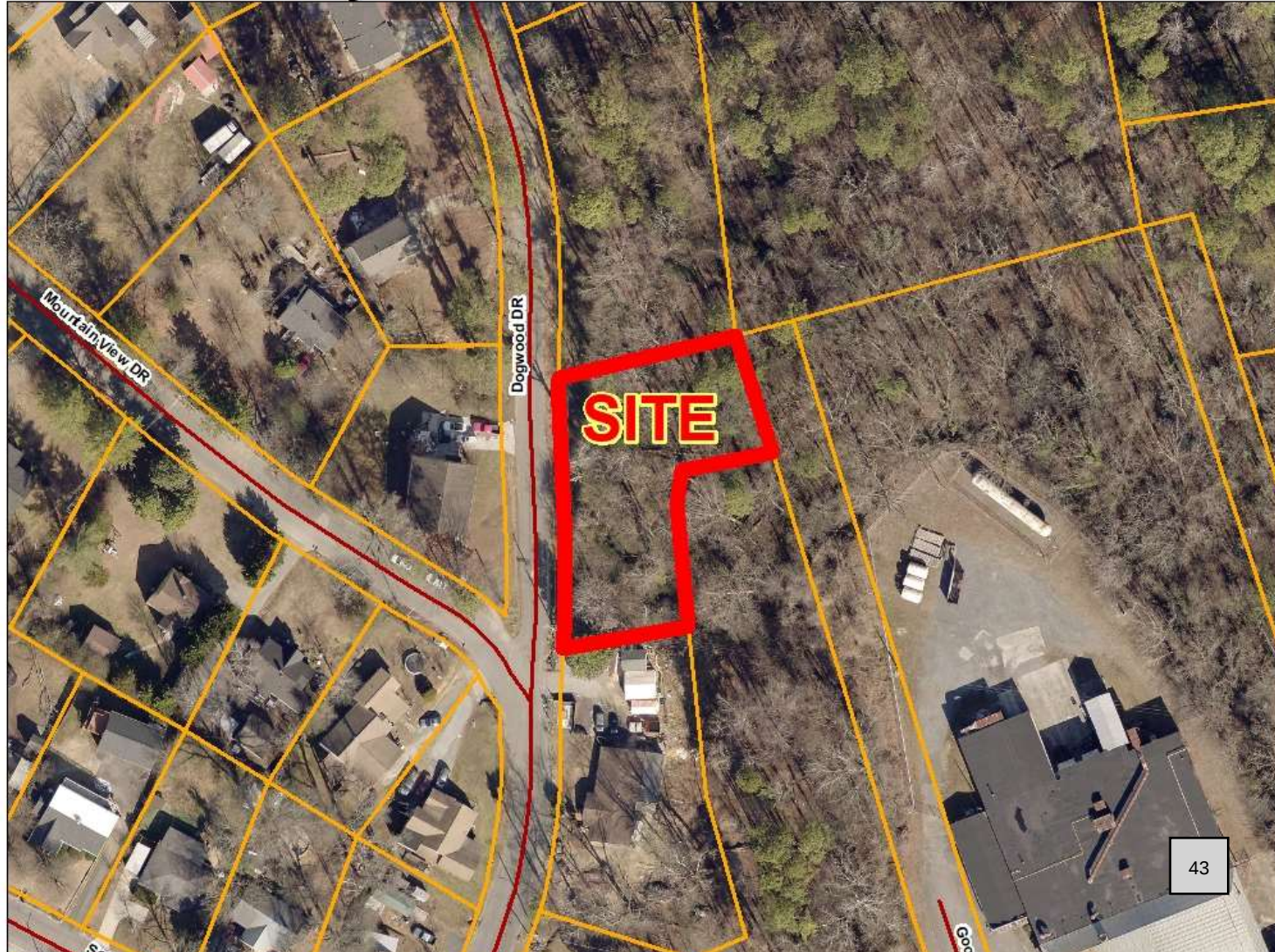
**FEET
200**





**Gomez Rezoning Request
M-2, Heavy Manufacturing
to
R-3, Medium Density Single Family Residential
City of Dalton Jurisdiction**

**FEET
150**





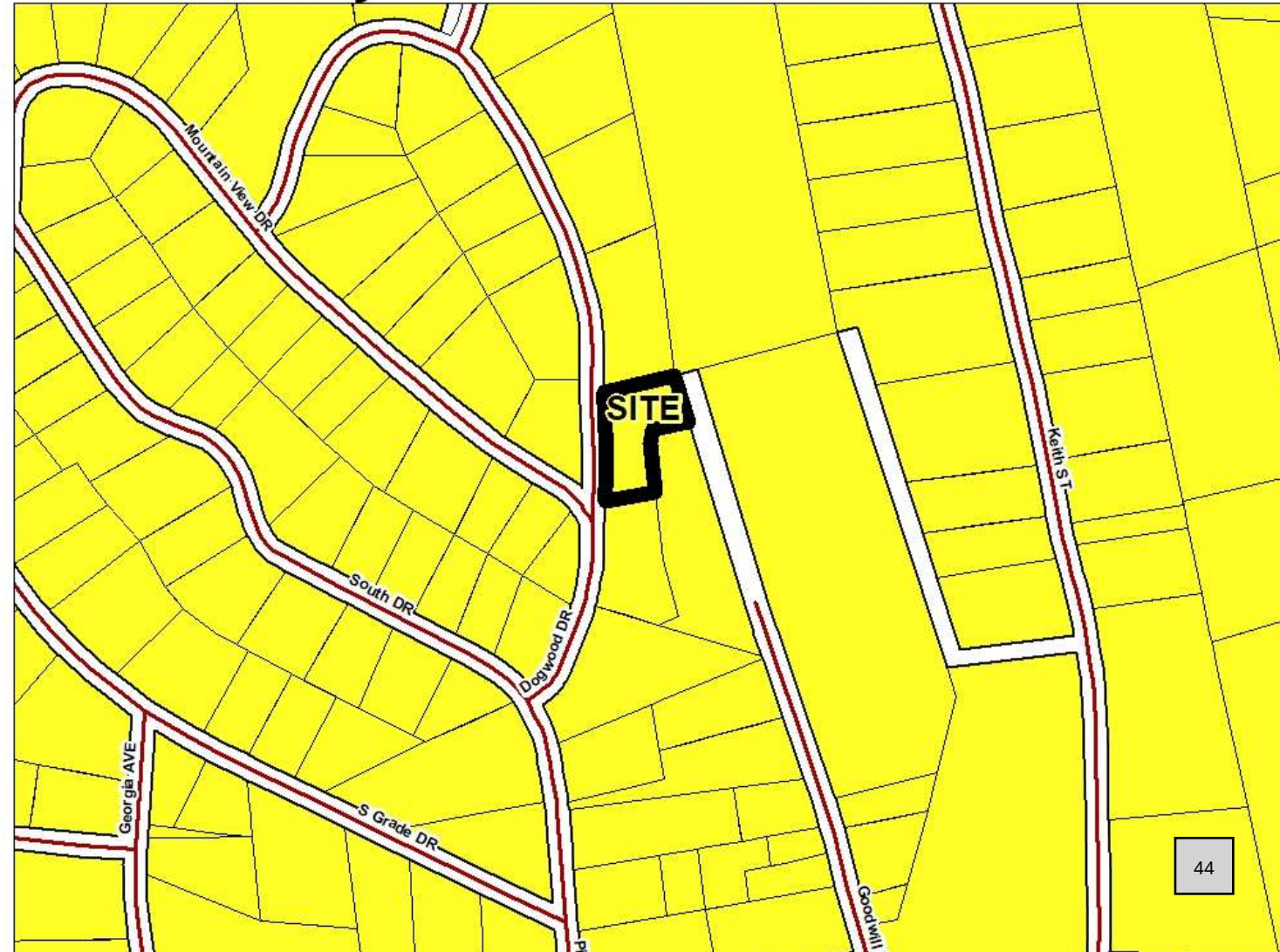
Gomez Rezoning Request M-2, Heavy Manufacturing to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction

FUTURE DEVELOPMENT MAP

 Suburban Neighborhood

**FEET
200**



12-216-01-008

FOR OFFICE USE ONLY: 2/19/2026
DATE RECEIVED: _____

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: *
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: ENRIQUE MENDEZ GOMEZ Telephone: 706 581-2883

Mailing Address: 1103 PINE HILL RD DALTON 30721

Email: _____

Address of Property to be Rezoned: DOGWOOD DRIVE

Amendment to: Zoning Map * Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 0.66 acres; _____ square feet

Existing Zone Classification: M-2

Proposed Zone Classification: R-3

Present Use of Property: VACANT

Proposed Use of Property: RESIDENTIAL

If multi-family, total number of units: _____

Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: ENRIQUE MENDEZ GOMEZ Date: 2/19/2026

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

100% ENRIQUE MENDEZ GOMEZ

ENRIQUE MENDEZ RODRIGUEZ

I appoint

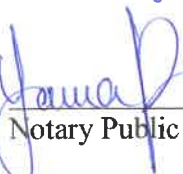
ENRIQUE MENDEZ GOMEZ

my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

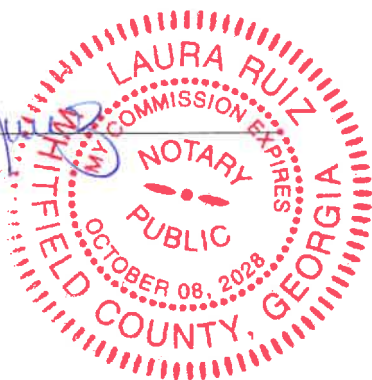
Owner

Enrique Mendez Rodriguez

Sworn to and subscribed
before me, this 19 day
of February, 2006


Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 2/19/2026

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) no

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) no

If so, describe the nature and extent of such interest:

1
If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) no

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19 day of FEB, 2026.

Enrique Mendez Gomez
Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT*
(Required by Title 36, Chapter 67A, O.C.G.A.)**

Date of Rezoning Application: 2/19/2026

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 19 day of Feb, 2026

Enrique Mendez Gomez
x Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

After Recording Return To:
Purcell Law Firm, PC
2959 Cherokee St NW, #202
Kennesaw, GA 30144

Order No.: Gomez-Rodriguez-25-12-31

E-Filed By:
Whitfield County Clerks Office
Clerk of Courts Babs Bailey
12/30/2025 02:21 PM
Deed Book: 07153
Page: 0153-0155
\$25.00 FILING FEES
\$15.00 TRANSFER TAX
PT 61: 155-2025-003522

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WHITFIELD

THIS INDENTURE, made this 23rd day of December, 2025, between Cameron B. Eleton, as party or parties of the first part, hereinafter called Grantor, and Enrique Mendez Gomez and Enrique Mendez Rodriguez as party or parties of the second part, as joint tenants with survivorship and not as tenants in common, hereinafter called 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.

W I T N E S S E T H that: Grantor, for and in consideration of the sum of No Dollars And No/100 Dollars (\$0.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

EXHIBIT "A"
Legal Description

A certain tract or parcel of land lying and being in Land Lot No 216 in the 12th District and 3rd Section of Whitfield County, Georgia, and being known as Lots Nos 1-16 inclusive of the Underwood Acres Subdivision, Plat No 2, revised as per plat recorded in Plat Book 4, Page 46, reference to which is herein made for a more fully and complete description. Less and Except: All that tract or parcel of land as conveyed by Quitclaim Deed from Janice Elaine Eleton to George Michael Redwine, more particularly described in Deed Book 3116, Page 273, Whitfield County Deed Records. This conveyance is made subject to all zoning ordinances, easements, restrictions, of record, insofar as the same may lawfully affect the above-described property.