



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 22, 2026
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Presentations:

1. Staff Reports

Minutes:

2. Mayor & Council Minutes 06-15-2026

Unfinished Business:

3. Second Reading Ordinance 26-10 To hear the request of Debo's Diner Investments, LLC to rezone from General Commercial (C-2) Cond to General Commercial (C-2) Cond conforming to Dalton Gateway Corridor Overlay District, a tract of land totaling 3.42 acres located at 525 and 527 S. Tibbs Road, Dalton, Georgia. Parcels (12-260-16-000 and 12-260-03-000).
4. Second Reading Ordinance 26-12 To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages" By Striking, Repealing, And Deleting the definition of "Event center" Set Forth In Section 6-1 and Replacing It With A New Definition of "Event Facility"; By Striking, Repealing, And Deleting the definition of "Restaurant" in 6-1 And Replacing It With A New Definition; By Striking, Repealing, And Deleting Only Subsection (a) of Section 6-10 Captioned Possession in Public Places" And Replacing It With A New Subsection (a); By Striking, Repealing, And Deleting Only Subsection (e) of Section 6-110 Captioned "Local Caterer or Concessionaire; Preferred Caterer and Concessionaire"; By Striking, Repealing, And Deleting Section 6-70 Captioned "Eligibility for Pouring License" And Replacing It With A New Section 6-70; By Striking, Repealing, And Deleting Section 6-107 Captioned "Disqualification, Generally" And Replacing It With A New Section 6-107; To Amend Chapter 26 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Businesses" By The Addition Of A New Article XI Captioned "Event Facilities"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
5. Second Reading Ordinance 26-13 To Amend Chapter 54 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Fire Prevention and Protection" By Deleting Article II Captioned "Fire Prevention Code" In Its Entirety; By The Addition Of A New Article II; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

New Business:

6. Resolution 26-18 Adoption of Language Access Plan (LAP)
7. Empower Retirement Plan - Fee Reduction Contract Amendment
8. Lease Termination Agreement between the City of Dalton and Dalton Whitfield Community Development Corporation (DWCDC)
9. Dalton Police Department 2026-2027 SRO Contract
10. Memorandum of Understanding With North Georgia Tennis Association

Supplemental Business:

Announcements:

11. City Government Offices Will Be Closed Friday, July 3, 2026, In Observance of Independence Day and The City Council Will Not Hold A Meeting on Monday, July 6, 2026. The Next Mayor and Council Meeting Will Be Held on Monday, July 20, 2026.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 15, 2026

The Mayor and Council held a meeting this evening at 6:04 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 Locke, the Mayor and Council approved the agenda unanimously.

PUBLIC COMMENTARY

There were no Public Comments.

STAFF REPORTS

Mayor Sams read a thank you card from former Mayor Jim Middleton's wife Joann, thanking the City for honoring and renaming Heritage Park fields as Jim Middleton Fields at Heritage Point Park.

Mayor Sams informed everyone that Councilmember Tyree Goodlett has been selected by the Georgia Municipal Association (GMA) and the University of Georgia's Carl Vinson Institute of Government to serve on the Municipal Training Board as the District 1 representative. Sams stated Goodlett will be formally sworn in during the upcoming GMA Annual Meeting in Savannah, with his term beginning July 1. The Mayor and Council expressed appreciation and noted the significance of this honor, thanking him for his continued service.

MINUTES

The Mayor and Council reviewed the Work Session Meeting Minutes of June 1, 2026. On the motion of Councilmember Mock, second Councilmember Goodlett, the minutes were approved unanimously.

The Mayor and Council reviewed the Regular Meeting Minutes of June 1, 2026. On the motion of Councilmember Mock, second Councilmember Locke, the minutes were approved unanimously.

The Mayor and Council reviewed the Work Session Meeting Minutes of June 9, 2026. On the motion of Councilmember Locke, second Councilmember Mock, the minutes were approved unanimously.

SECOND READING ORDINANCE 26-07 TO AMEND CHAPTER 30 OF THE 2001 REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED "CEMETERIES"

Public Works Director Chad Townsend reported the ordinance revision clarifies what items are permissible on grave sites and places greater emphasis on the West Hill Cemetery Policies and Procedures, which will now be provided directly to individuals purchasing grave sites. Townsend stated the update is intended to ensure clearer expectations for families and support consistent cemetery maintenance. On the motion of Councilmember Mock, second Councilmember Goodlett, the Ordinance was approved unanimously.

SECOND READING ORDINANCE 26-08 – DEANNEXION REQUEST OF M.C.W., INC.

City Administrator Andrew Parker reviewed the Second Reading of Ordinance 26-08 to hear the request of M.C.W., Inc. to de-annex 0.3 acres located at 2209 Chattanooga, Dalton, Georgia at Tax Parcel 12-158-01-032 out of the City of Dalton into Whitfield County as General Commercial (C-2). Parcel (12-158-01-032).

Parker explained the petitioner is requesting de-annexation of a 0.3-acre portion of a property at Chattanooga Road and King Road, which is currently part of a car lot whose main building already lies in unincorporated Whitfield County. Parker stated Staff confirmed the change will not create a city island and both Planning Commission and staff recommended approval. Note: The petitioner plans to develop the full site as an RV park.

On the motion of Councilmember Goodlett, second Councilmember Mock, the request was approved unanimously.

SECOND READING ORDINANCE 26-09 - REZONING REQUEST OF JOHN S. SUTTLES

City Administrator Andrew Parker reviewed the Second Reading of Ordinance 26-09 To hear the request of John S. Suttles to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25 acres located on Dozier Street, Dalton, Georgia. Parcel (12-217-07-006).

Parker stated the request is to rezone a tract from R3 to R5 to allow construction of one duplex, which is not permitted under R3. Parker continued stating that while R5 zoning does not exist in the immediate area, both Planning Commission and staff recommended approval, noting the rezoning would not alter the area's character and that the small parcel size and R5 limitations would mitigate any development impacts. On the motion of Councilmember Mock, second Councilmember Goodlett, the request was approved unanimously.

SECOND READING ORDINANCE 26-10 - REZONING REQUEST OF DEBO'S DINER INVESTMENTS, LLC

City Administrator Andrew Parker reviewed the Second Reading of Ordinance 26-10 To hear the request of Debo's Diner Investments, LLC to rezone from General Commercial (C-2) Cond to General Commercial (C-2) Cond conforming to Dalton Gateway Corridor Overlay District, a tract of land totaling 3.42 acres located at 525 and 527 S. Tibbs Road, Dalton, Georgia. Parcels (12-260-16-000 and 12-260-03-000).

Parker reported that additional traffic engineering information has been requested based on questions that arose by Elected Officials and the staff is still completing the necessary review. On the motion of Councilmember Goodlett, second Councilmember Mock, the request was tabled unanimously.

SECOND READING ORDINANCE 26-11 – REZONING REQUEST OF LOVE FUNERAL HOME

City Administrator Andrew Parker reviewed the Second Reading Ordinance 26-11 to hear the request of Love Funeral Home to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) a tract of land totaling 3.21 acres located at 1402 N. Thornton Avenue, Dalton, Georgia. Parcel (12-160-10-000).

Parker reiterated that the adjacent Hamilton Medical Center property was previously rezoned to C2, and Love Funeral Home is seeking the same zoning to allow installation of a crematorium.

Parker continued stating that Council's earlier questions regarding proximity to residential areas were reviewed; the site is approximately 300 feet from the nearest homes, and it was also confirmed that crematorium operations are regulated by EPD, which enforces applicable environmental standards. Note: Both Planning Commission and staff issued unanimous favorable recommendations for rezoning to C2. On the motion of Councilmember Mock, second Councilmember Goodlett, the request was approved unanimously.

SECOND READING ORDINANCE 26-12 TO AMEND CHAPTER 6 OF THE 2001 REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED "ALCOHOLIC BEVERAGES" – EVENT CENTERS

City Administrator Andrew Parker noted that several questions, comments, and requested edits from the June 1 work session are still being reviewed. Parker stated that because additional time is needed, he is requesting the Council table the ordinance for the evening. On the motion of Council member Mock, second Council member Locke, the Ordinance was tabled unanimously.

SECOND READING ORDINANCE 26-13 TO AMEND CHAPTER 54 OF THE 2001 REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED "FIRE PREVENTION AND PROTECTION" BY DELETING ARTICLE II CAPTIONED "FIRE PREVENTION CODE"

City Administrator Amdrew Parker noted that this ordinance is linked to the Event Center ordinance, and it shares several of the same definitions. Parker stated that because the primary ordinance was just tabled, this related item also needs to be tabled to maintain consistency. On the motion of Council member Mock, second Council member Locke, the Ordinance was tabled unanimously.

SECOND READING ORDINANCE 26-14 TO AMEND CHAPTER 10 OF THE 2001 REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED “AMUSEMENTS AND ENTERTAINMENTS” – “COAM “ COIN OPERATED AMUSEMENT MACHINES

City Attorney Jonathan Bledsoe stated the Ordinance was reviewed previously at the June 1st Work session, noting that the updates primarily align the City’s language with current state code. Bledsoe further stated the ordinance also establishes a local licensing requirement and sets a six-machine limit per location for COAM operations. On the motion of Council member Mock, second Council member Locke, the Ordinance was approved unanimously. A copy of this Ordinance is a part of these minutes.

RESOLUTION 26-17 TO APPLY FOR AND ACCEPT GRANT BETWEEN THE ARC AND THE CITY OF DALTON FOR THE SOUTH THORNTON CORRIDOR IMPROVEMENTS PROJECT

Public Works Director Chad Townsend reviewed Resolution 26-17, Townsend stated the resolution authorizes the City to apply for a \$2 million ARC grant, which requires a 100% City match for the South Thornton Corridor improvement project. Further stating that based on current estimates, the City’s portion will likely exceed \$2 million, with funding not anticipated until Q2 2027, consistent with the 2026 CIP timeline. Townsend continued stating that the resolution also authorizes the City Administrator to execute all necessary grant documents, mirroring prior ARC grant actions. Note: The City Attorney has reviewed the item, and the Public Works Committee issued a positive recommendation. On the motion of Council member Mock, second Council member Goodlett, the Resolution was approved unanimously.

TEMPLE BETH EL MEMORIAL PARK CONTRACT CHANGE ORDER NO. 001

Public Works Director Chad Townsend presented the Temple Beth El Memorial Park Contract Change Order No. 001 which is requesting an increase of \$67,200 due to unforeseen unsuitable soils encountered during retaining wall construction. Townsend stated the wall’s appearance will remain the same, but the construction method must change, resulting in longer material lead times and a 61-day contract extension, moving the completion date to September 4, 2026. Note: The item received a positive recommendation from the Public Works Committee. On the motion of Council member Locke, second Council member Goodlett, the Change Order was approved unanimously.

ANNOUNCEMENTS

Mayor Sams announced City government offices will be closed Friday July 3rd 2026 in observance of Independence Day. The city council will not hold a meeting on Monday July 6th 2026. The next mayor and council meeting will be held Monday June 22nd 2026.

EXECUTIVE SESSION - PERSONNEL

On the motion of Councilmember Goodlett, second Councilmember Mock, the Mayor and Council adjourned into Executive Session at 6:27 to discuss personnel matters. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Goodlett, second Councilmember Mock the meeting was adjourned at 6:59 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

The request of Debo’s Diner Investments, LLC to rezone from General Commercial (C-2) Cond to General Commercial (C-2) Cond conforming to Dalton Gateway Corridor Overlay District, a tract of land totaling 3.42 acres located at 525 and 527 S. Tibbs Road, Dalton, Georgia. Parcels (12-260-16-000 and 12-260-03-000)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Jake Bearden

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. 26-10

To rezone certain property of Debo's Diners Investments, LLC from a General Commercial (C-2) Conditional Classification to a General Commercial (C-2) Conditional Classification removing only certain conditions stated on Ordinance 08-11; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, Debo's Diners Investments, LLC, has petitioned for rezoning of certain real Property it owns from C-2 conditional classification to C-2 conditional classification with the removal of the following condition stated in Ordinance 08-11 requiring that the Property: "shall include, contemporaneously with the development of the property, the relocation of the property's access to Tibbs Road to a location directly across from the second western right-of-way curb cut on Tibbs Road north of Walnut Avenue and the permanent closure of the original access";

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 Nos. 12-260-16-000 and 12-260-03-000 (collectively the "Property"), is hereby rezoned from C-2 conditional classification to C-2 conditional classification, with the condition set forth in item (b)(iv) in Section 4 of Ordinance 08-11, which stated the Property "shall include, contemporaneously with the development of the property, the relocation of the property's access to Tibbs Road to a location directly across from the second western right-of-way curb cut on Tibbs Road north of Walnut Avenue and the permanent closure of the original access," being hereby repealed and deleted.

Section 2.

All other conditions for zoning of the Property as C-2 stated in Ordinance 08-11 remain in full force and effect such that the Property:

- (1) shall not be developed for use or used as a convenience store;

- (2) shall not be developed for use or used as a retail gas or service station;
- (3) shall not be developed for use or used as a quick service restaurant or a business that offers a drive through service; and
- (4) shall not have any signage that exceeds in height the lesser of thirty-five (35) feet and the maximum sign height allowed under the city's zoning and sign ordinances.

Section 3.

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

Section 4.

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 5.

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

Section 6.

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: May 27, 2026

A. To hear the request of Debo's Diner Investments, LLC to rezone from General Commercial (C-2) Cond to General Commercial (C-2) Cond conforming to Dalton Gateway Corridor Overlay District, a tract of land totaling 3.42 acres located at 525 and 527 S. Tibbs Road, Dalton, Georgia. Parcels (12-260-16-000 and 12-260-03-000) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 26, 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 Jake Bearden.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis, which recommended approval of the requested C-2 conditional rezoning of the subject property by summarizing the staff analysis. There were no further questions for Calhoun.

Jake Bearden represented the petition by noting the original condition from the subject property's annexation and zoning in 2008. Bearden noted the significant redevelopment of the former K-Mart property across Tibbs Road that prompted the need to alter the condition limiting access to the subject property. Bearden stated that the plans for the subject property will include one new commercial building as well as connecting the parking lot of Ateak and Shake in order to limit that entrance to right-in and right-out with an additional access on the northern portion of the subject property.

With no other comments heard for or against, Chairman Lidderdale closed the public hearing at approximately 6:17 PM.

Recommendation:

Chairman Lidderdale sought a motion for the C-2 Conditional rezoning. Octavio Perez made a motion to approve the C-2 Conditional rezoning. Steve Laird seconded the motion. There was a unanimous recommendation to approve the C-2 Conditional rezoning (5-0).

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

ZONING CASE: Debo's Diners is seeking to amend rezoning conditions on two adjacent tracts of land zoned General Commercial- Conditional (C-2 Cond.) (parcel 12-260-16-000 and 12-260-03-000), containing a total of 3.42 acres located at 525 and 527 Tibbs Road. The subject property is undeveloped. The petitioner's request was made in order to amend one condition regarding the subject property's driveway access.

The surrounding uses and zoning are as follows: The subject property is flanked along its north and east by an undeveloped tracts of land zoned R-2 that is owned by the City of Dalton. To the south, the subject property is adjacent to a tract of land zoned C-2 that contains a restaurant. To the west is a tract of land zoned C-2 that contains a commercial building across Tibbs Road.

The subject property lies in the convergence of the C-2 and R-2 zone districts.

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 on the boundary of the commercial and residential zone districts. The proposed zoning action would not alter the C-2 zoning of the subject property. The subject property was annexed into the City of Dalton and zoned C-2 with the following conditions: 1. The subject property shall not be developed for use or used as a convenience store; 2. The subject property shall not be developed or used as a retail gas or service station; 3. Shall not be developed for use or used as a quick service restaurant or business that offers drive through service; 4. Shall include contemporaneously with the development of the property, the relocation of the property's access to Tibbs Road to a location directly across from the second western right-of-way curb cut on Tibbs Road north of Walnut Avenue and the permanent closure of the original access; 5. Shall not have any signage that exceeds in height the lesser of thirty-five (35) feet and the maximum sign height allowed under the city's zoning and sign ordinances. The petitioner's request to remove condition 4 stems from a recommendation from the City of Dalton Public Works Department due to existing congestion associated with the existing condition. City public works staff recommend a driveway access further north than the current condition specifies.

(B) Whether the proposed C-2 Conditional amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The proposed rezoning condition alteration will have no effect on any of the adjacent and nearby properties as the underlying zoning and all other conditions will remain in effect.

(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's potential for development will be unchanged in terms of land use if the proposed condition amendment is approved. The proposed condition amendment will simply allow the discretion of driveway placement to be determined by the City of Dalton Public Works Department.

(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 C-2 Conditional 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 proposed rezoning condition amendment will allow for the City of Dalton Public Works Department to determine the location of the subject property's driveway access in order to improve traffic safety as compared to the existing condition.

(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 Regional Activity Center character area of the Joint Comprehensive Plan. This character area is intended to promote commercial and high-density residential land use. The proposed C-2 Conditional rezoning will have no impact on the type of development permitted on the subject property. The existing C-2 zone district is a good fit for the subject property based on the Regional Activity Center,

(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 subject property will remain zoned C-2 Conditional, if approved.

(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 C-2 Conditional rezoning of the subject property based on the following factors:

1. The requested rezoning condition amendment will not change the character of the area based on the existing zoning and four additional conditions that will remain in effect on the subject property.
2. The subject property is within the Regional Activity Center character area in the Joint Comprehensive Plan. This rezoning will remain a good fit for the subject property based on the Future Development Map.

Motion Recommendation: Remove condition iv., *Shall include contemporaneously with the development of the property, the relocation of the property's access to Tibbs Road to a location directly across from the second western right-of-way curb cut on Tibbs Road north of Walnut Avenue and the permanent closure of the original access,* from the subject property's zoning. Replace condition iv. with the following condition, "Driveway access shall be determined by the City of Dalton Public Works Department."

12-260-16-000 + 12-260-03-000

FOR OFFICE USE ONLY:
DATE RECEIVED: 4/10/2026

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: DEBO'S DINERS INVESTMENTS, LLC Telephone: 423.400.2777

Mailing Address: P.O. BOX 489, SIGNAL MOUNTAIN, TN 37377

Email: debbie.sns@debosdiners.com

Address of Property to be Rezoned: 525 & 527 S TIBBS ROAD

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: 3.42 acres; 148,815.46 square feet

Existing Zone Classification: GENERAL COMMERCIAL (C-2) COND.

Proposed Zone Classification: GENERAL COMMERCIAL (C-2) COND.

Present Use of Property: VACANT

Proposed Use of Property: COMMERCIAL OFFICE SPACE CONFORMING TO DALTON GATEWAY CORRIDOR OVERLAY DISTRICT REQUIREMENTS

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:  Date: 4/7/2026

This rezoning request is submitted for the purpose of removing the zoning condition identified in Section 4, Item IV, of Ordinance 08-11, as adopted by the City of Dalton, Georgia.

Approval of this request would allow for increased sight distance and improved vehicular and pedestrian safety associated with access to the subject property.

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)

DEBO'S DINERS INVESTMENTS, LLC OWNS ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN ORIGINAL LAND LOT 260, 12TH DISTRICT, AND 3RD SECTION

THESE TRACTS ARE BETTER IDENTIFIED AS PARCEL #s: 12-260-16-000 AND 12-260-03-000.

I appoint JACOB BEARDEN

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

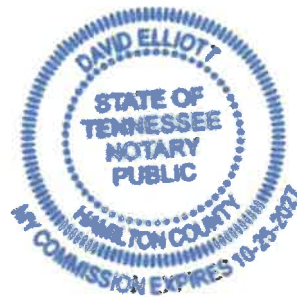
Owner



Sworn to and subscribed
before me, this 7 day
of April, 2026


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: 4/10/2026

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.

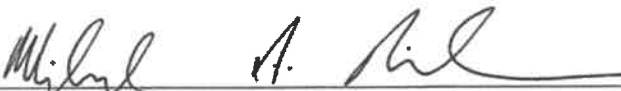
2
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

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 7 day of April, 2026.


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: 4/10/2026

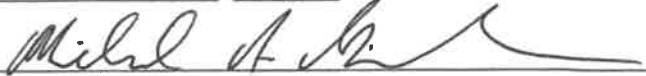
Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the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

(Yes or No) 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 7 day of April, 2026.


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.

All that tract or parcel of land lying and being in Land Lot 260 of the 12th District and 3rd Section of Whitfield County, Georgia and designated as Lot 1 per plat of survey prepared by Paul Christopher Farris of Hopkins Surveying Group, Georgia Registered Land Surveyor No. 2957, dated October 6, 2022, and recorded in Plat Book F, Page 930, in the office of the Clerk of the Whitfield County Superior Court. Said Lot contains 3.42 acres, more or less.

DATE: 4/11/2024
TIME: 4:16 PM
PLAT BOOK: 00000F
PAGE: 00930
RECORDING FEES: \$10.00
PARTICIPANT ID: 4875650624
CLERK: Babs Bailey
Whitfield County, GA

eFiled & eRecorded
DATE: 4/11/2024
TIME: 4:16 PM
PLAT BOOK: 00000F
PAGE: 00930
RECORDING FEES: \$10.00
PARTICIPANT ID: 4875650624
CLERK: Babs Bailey
Whitfield County, GA



SURVEYOR'S STATEMENT
THIS SURVEY MEETS OR EXCEEDS "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 7:10,000 AND AN ANGULAR ERROR OF LESS THAN 0.5 SECONDS PER ANGLE POINT, USING A TOPCON EDM INSTRUMENT.

DWG. NO: 2022-96-3

GRAPHIC SCALE

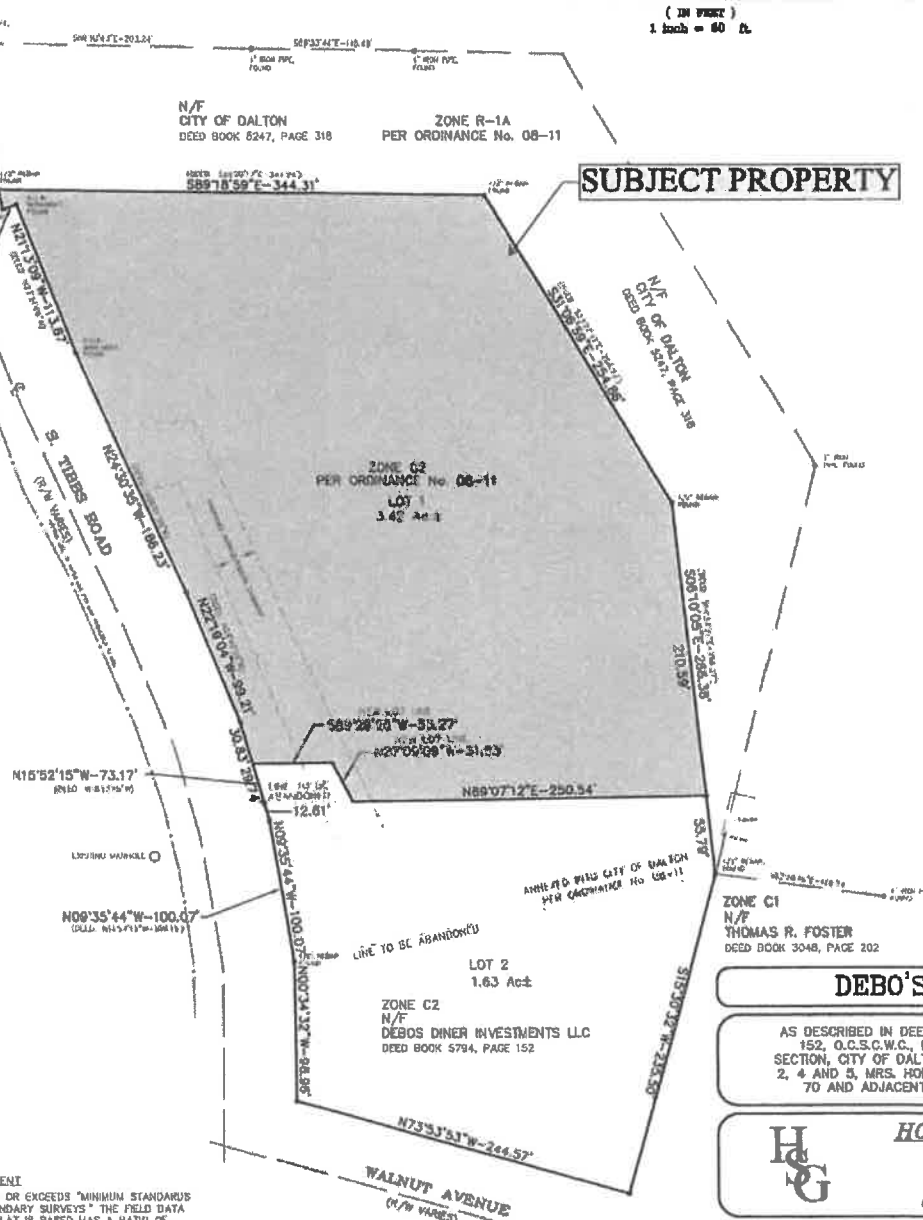


(IN FEET)
1 inch = 60 ft.



LOCATION MAP
N.T.S.

SUBJECT PROPERTY



NOTES:

- 1) PRESENT ZONING C-2 "GENERAL COMMERCIAL WITH CONDITIONS" SETBACKS: FRONT 25'; SIDE 15'; AND REAR 20' MAX. BUILDING HEIGHT. SEE CONDITIONS FOR ADDITIONAL INFORMATION AND INTERPRETATION. PLEASE CONTACT THE CITY OF DALTON.
- 2) AREA SUBDIVIDED BY THIS PLAT IS 5.05 ACRES.
- 3) TAX MAP NUMBER (2-298-03-000, 18-000, & 12-000).
- 4) THIS PLAT SUBDIVIDES THE PROPERTY DESCRIBED IN DEED BOOK 5792, PAGE 112 & DEED BOOK 5794, PAGE 152.
- 5) THIS SUBDIVISION HAS BEEN DEVELOPED ACCORDING TO THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON.
- 6) THE PURPOSE OF THIS PLAT IS TO REVISE INTERIOR LOT LINES.
- 7) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE.
- 8) WATER AND GAS BY DALTON UTILITIES.
- 9) STREET ADDRESSES 525, 527, 529 TIDBS ROAD & 1250 W WALNUT AVE.
- 10) ALL CORNERS ARE 1/2" REBAR W/CAP UNLESS NOTED OTHERWISE.
- 11) DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT.
- 12) BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS LOCATED IN ZONE "X" AND IS NOT IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13313C0136D, DATED SEPTEMBER 19, 2007.

ZONE C1
N/F
THOMAS R. FOSTER
DEED BOOK 3048, PAGE 202

DEBO'S DINER SUBDIVISION

AS DESCRIBED IN DEED BOOK 5792, PAGE 112, AND DEED BOOK 5794, PAGE 152, O.C.S.C.W.C., IN THE ORIGINAL LAND LOT 260, 12TH DISTRICT, 3RD SECTION, CITY OF DALTON, WHITFIELD COUNTY, GEORGIA, AND BEING TRACTS 1, 2, 4 AND 5, MRS. HOMER J. LONGLEY BY E.M. SMITH, IN PLAT BOOK 7, PAGE 70 AND ADJACENT TRACTS 2 AND 3 PER DEED BOOK 5181, PAGE 53.



HOPKINS SURVEYING GROUP

175 Hamm Road - P.O. Box 4368
Chattanooga, Tennessee 37405
(423) 287-3751 Office
Copyright - By Hopkins Surveying Group

DRAWN BY: ZA	SHEET NO. 1 OF 1	DWG. NO. 2022-96-3
SCALE: 1"=60'	DATE: 10/14/2022	REF. DWG. 0019-315-3
PROPERTY ADDRESS: 525, 527 TIDBS ROAD & 1250 W WALNUT AVENUE	TAX MAP NO. 12-242-03, 16, 17	

ORDINANCE 08-11

To Annex Property of RFC Properties, LLC Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Rezone A Portion Of Said Property To A C-2 Classification; To Provide An Effective Date; And For Other Purposes

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 area contiguous to the City of Dalton as described in Exhibit "A" (the "Property"), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

Section 2.

This Ordinance shall be effective on the 1st day of September, 2008.

Section 3.

Subject to the conditions set forth in Section 4 of this ordinance, that portion of the Property described in Exhibit "C", attached hereto and made a part hereof, is rezoned to a C-2 classification. That portion of the Property described in Exhibit "B" is rezoned to a R-1A classification.

Section 4.

The C-2 zoning of that portion of the Property described in Exhibit "C" is conditioned upon the following:

- (a) The conveyance to the city of that certain parcel described in the quitclaim deed attached to this ordinance as Exhibit "B" and made a part hereof;
- (b) The property described in Exhibit "C":
 - (i) shall not be developed for use or used as a convenience store;
 - (ii) shall not be developed for use or used as a retail gas or service station;

- (iii) shall not be developed for use or used as a quick service restaurant or a business that offers a drive through service;
- (iv) shall include, contemporaneously with the development of the property, the relocation of the property's access to Tibbs Road to a location directly across from the second western right-of-way curb cut on Tibbs Road north of Walnut Avenue and the permanent closure of the original access.
- (v) shall not have any signage that exceeds in height the lesser of thirty-five (35) feet and the maximum sign height allowed under the city's zoning and sign ordinances.

Section 5.

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

Section 6.

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

Section 7.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if

any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2008.

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 Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

MAYOR

ATTEST:

CITY CLERK

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**

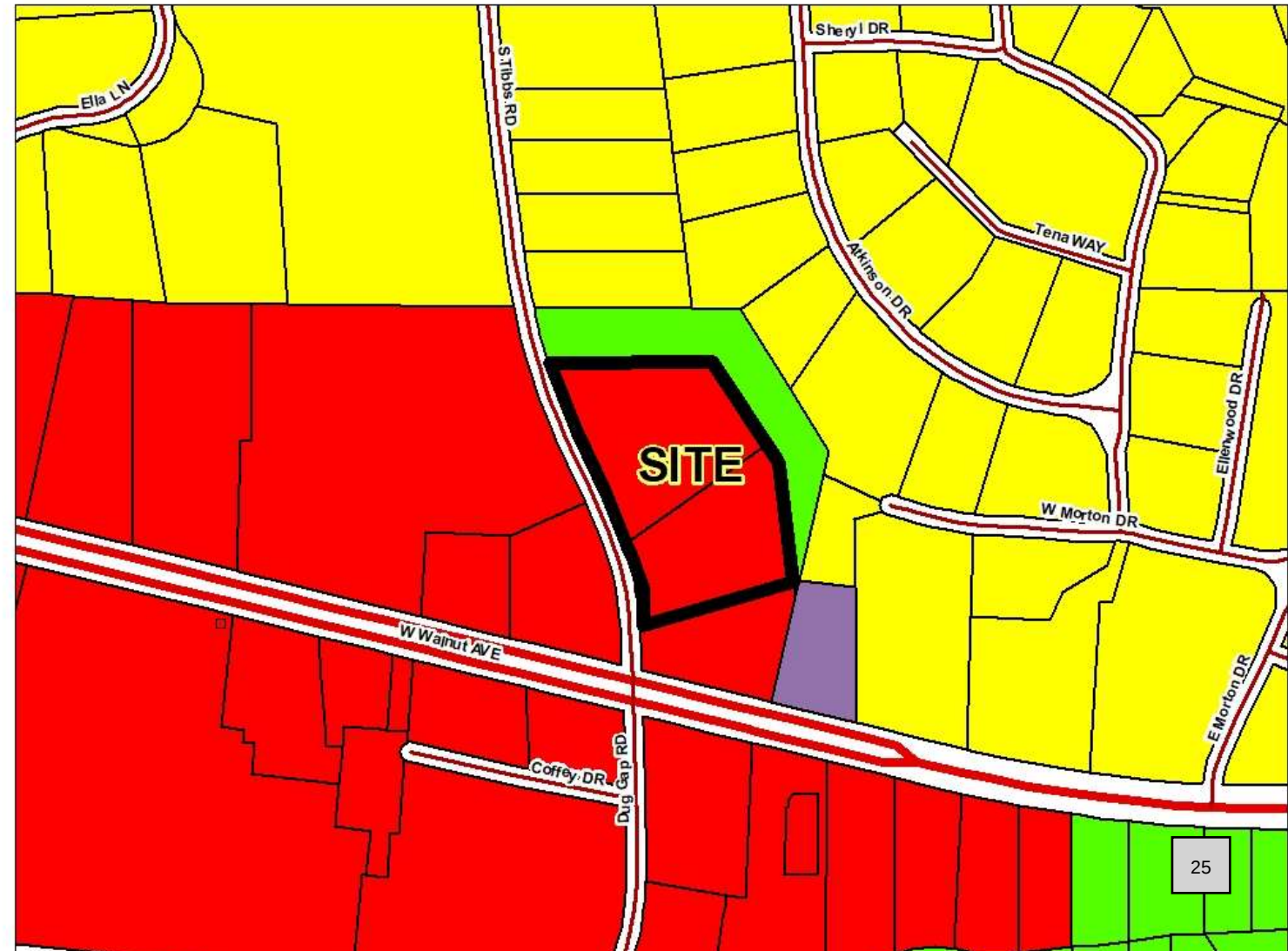
Debo's Diners Investments Rezoning Request To Revise Condition For Tibbs Road Access Zoning to Remain C-2, General Commercial COND City of Dalton Jurisdiction



ZONING

-  Estate Residential (R-1)
-  Low Density Single Family Residential (R-2)
-  Low Density Single Family Residential (R-2) Cond
-  Limited Commercial (C-1A) Cond
-  General Commercial (C-2) Cond
-  General Commercial (C-2)

FEET
300



Debo's Diners Investments Rezoning Request To Revise Condition For Tibbs Road Access Zoning to Remain C-2, General Commercial COND City of Dalton Jurisdiction



**FEET
300**



Debo's Diners Investments Rezoning Request To Revise Condition For Tibbs Road Access Zoning to Remain C-2, General Commercial COND City of Dalton Jurisdiction



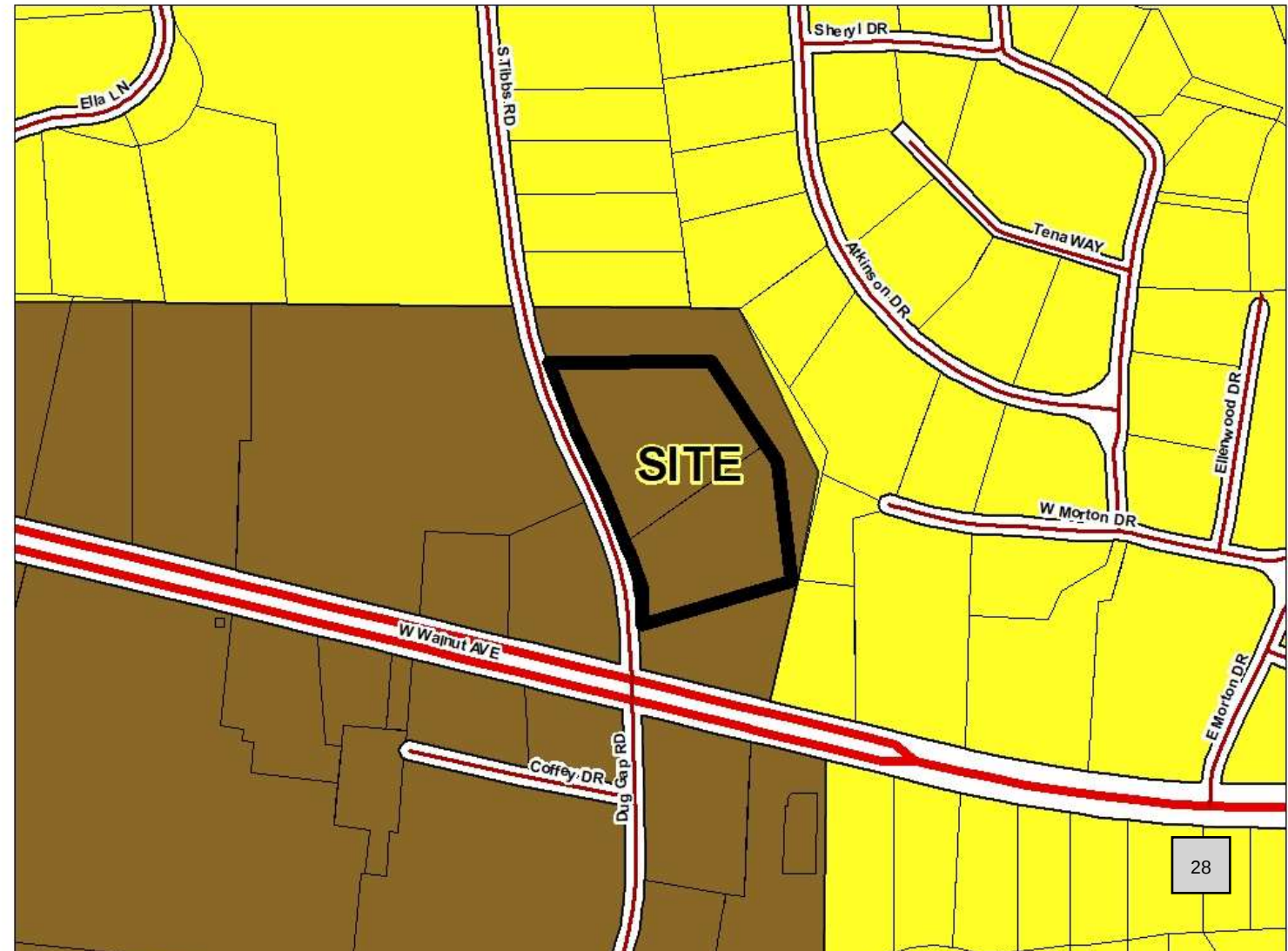
**FEET
200**



Debo's Diners Investments Rezoning Request To Revise Condition For Tibbs Road Access Zoning to Remain C-2, General Commercial COND City of Dalton Jurisdiction



**FEET
300**





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

Ordinance 26-12 Alcohol & Event 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:

Second Reading Ordinance 26-12 To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages" By Striking, Repealing, And Deleting the definition of "Event center" Set Forth In Section 6-1 and Replacing It With A New Definition of "Event Facility"; By Striking, Repealing, And Deleting the definition of "Restaurant" in 6-1 And Replacing It With A New Definition; By Striking, Repealing, And Deleting Only Subsection (a) of Section 6-10 Captioned Possession in Public Places" And Replacing It With A New Subsection (a); By Striking, Repealing, And Deleting Only Subsection (e) of Section 6-110 Captioned "Local Caterer or Concessionaire; Preferred Caterer and Concessionaire"; By Striking, Repealing, And Deleting Section 6-70 Captioned "Eligibility for Pouring License" And Replacing It With A New Section 6-70; By Striking, Repealing, And Deleting Section 6-107 Captioned "Disqualification, Generally" And Replacing It With A New Section 6-107; To Amend Chapter 26 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Businesses" By The Addition Of A New Article XI Captioned "Event Facilities"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Ordinance 26-12

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages” By Striking, Repealing, And Deleting the definition of “Event center” Set Forth In Section 6-1 and Replacing It With A New Definition of “Event Facility”; By Striking, Repealing, And Deleting the definition of “Restaurant” in 6-1 And Replacing It With A New Definition; By Striking, Repealing, And Deleting Only Subsection (a) of Section 6-10 Captioned Possession in Public Places” And Replacing It With A New Subsection (a); By Striking, Repealing, And Deleting Only Subsection (e) of Section 6-110 Captioned “Local Caterer or Concessionaire; Preferred Caterer and Concessionaire”; By Striking, Repealing, And Deleting Section 6-70 Captioned “Eligibility for Pouring License” And Replacing It With A New Section 6-70; By Striking, Repealing, And Deleting Section 6-107 Captioned “Disqualification, Generally” And Replacing It With A New Section 6-107; To Amend Chapter 26 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Businesses” By The Addition Of A New Article XI Captioned “Event Facilities”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton, and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Chapter 6 of the 2001 Revised Code Of The City Of Dalton, Georgia captioned “Alcoholic Beverages” is hereby amended by striking, repealing, and deleting the definition of “Event center” set forth in Section 6-1 and replacing it with the following definition of Event facility: Event facility shall have the meaning ascribed to that term in Article XI of Chapter 26 of this Code.

Section 2.

Chapter 6 of the 2001 Revised Code Of The City Of Dalton, Georgia captioned “Alcoholic Beverages” is hereby amended by striking, repealing, and deleting the definition of “Restaurant” set forth in Section 6-1 and replacing it with the following:

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly prepared and served, without sleeping accommodations. A restaurant shall at all times maintain tables at least 30 inches high and seating in a designated public dining area sufficient to accommodate a minimum of 40 people, and it shall at all times hold a certificate of approval from the county health department. A restaurant shall maintain a fully functioning, permanent commercial-grade kitchen, which is equipped for full-service meal preparation. It shall consist of permanently

installed heavy-duty commercial-grade appliances designed for cooking complete meals from raw ingredients. The kitchen shall include, at a minimum, a permanently plumbed three-compartment pot sink, a commercial-grade refrigerator, and a permanently installed commercial-grade stove, range, or grill. Light duty, portable, or plug-in countertop appliances designed for residential use or limited convenience heating do not satisfy the requirements of this definition. A restaurant serves meals every hour that it is open and the serving of such meals shall be the principal business conducted, with the serving of distilled spirits, beer and/or wine to be consumed on the premises as only incidental thereto. A restaurant shall be open not less than 4 hours per day and not less than 4 days per week. In order to be classified as a restaurant under this chapter, the licensee must derive a minimum of 50 percent of its total annual gross sales, over any 12-month period of time, from the sale of prepared meals or food, and it shall maintain invoices, receipts, and other business records created and kept in the ordinary course of its business which are sufficient to verify its purchase and sale of food items, non-alcoholic beverages, and alcoholic beverages. In the case of an audit, the relevant time period shall be the 12 months immediately preceding the commencement of the audit. If the restaurant being audited has been in operation as a restaurant for less than 12 months, the audit period shall be the period of time the entity has operated as a restaurant, and the restaurant must derive a minimum of 50 percent of its total annual gross food and beverage sales for that audit period from the sale of prepared meals or food.

Section 3.

Chapter 6 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Alcoholic Beverages”, By Striking, Repealing, And Deleting Only Subsection (a) of Section 6-10 Captioned “Possession in public places” and replacing it with a new Subsection (a) which reads as follows:

- (a) Except as provided in subsection (b) of this section, section 6-11, and O.C.G.A. §3-3-11, it shall be unlawful for any person to drink, consume, transport, or carry alcoholic beverages (except in the original package and with the seal unbroken), on any public street, sidewalk, or in any city park, city-maintained recreation facility, public parking lot or semi-public parking lot located within the city limits. The term "semi-public parking lot" shall include any area wherein motor vehicles are parked by the public in conjunction with any business, enterprise, commercial establishment, office building or apartment building.

Section 4.

Chapter 6 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Alcoholic Beverages”, By Striking, Repealing, And Deleting Only Subsection (e) of Section 6-110 Captioned “Local caterer or concessionaire; preferred caterer and concessionaire”

Section 5.

Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” Section 6-70 captioned “Eligibility for pouring license” is hereby amended by

striking, repealing and deleting Section 6-70 in its entirety and substituting in lieu thereof a new Section 6-70 which shall read as follows:

Sec. 6-70. - Eligibility for pouring license.

Except as otherwise provided in this chapter, no application shall be considered from and no license granted to an applicant whose business location for alcoholic beverages is anything other than a bar, café, restaurant, hotel, private club, micro-brewery, brewpub, local caterer, preferred caterer and concessionaire, micro-distillery, hotel lounge, mall lounge, restaurant lounge, or event facility. Neither a micro-brewery nor a brewpub shall be eligible for a license to sell distilled spirits.

Section 6.

Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” Section 6-107 captioned “Disqualification generally” is hereby amended by striking, repealing and deleting Section 6-107 in its entirety and substituting in lieu thereof a new Section 6-107 which shall read as follows:

Sec. 6-107. - Disqualification generally.

No application for any license required under this article shall be granted where the application, investigation or the evidence presented at a hearing before the public safety commission or mayor and council shows any of the following conditions to exist:

- (1) The applicant, designated agent, manager, employee, agent, stockholder, partner, or member of applicant, or any person holding any other legal, financial, or beneficial interest in applicant has a conviction, as defined in [section 6-108](#), or does not have sufficient mental capacity to conduct the business for which application is made or who has been dishonorably discharged from the armed services of the United States.
- (2) The applicant, designated agent, manager, employee, agent, stockholder, partner, or member of applicant, or any person holding any other legal, financial, or beneficial interest in applicant has had any license issued by the city or any other municipality previously revoked.
- (3) The applicant or his designated agent, as a previous holder of a license to sell alcoholic beverages, has violated any law, regulation or ordinance relating to such business, or has surrendered its license with a charge pending regarding the violation of any law, regulation or ordinance relating to such business, within a 36-month period immediately preceding the date of the application. In the event of a renewal application, offenses prosecuted and resolved pursuant to this chapter shall not be considered.
- (4) The applicant's business is not properly zoned for the license applied for or does not otherwise meet the requirements of this chapter.

Section 7.

Chapter 26 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Businesses”, is hereby amended by the addition of a new Article XI captioned “Event Facilities” which shall read as follows:

ARTICLE XI. EVENT FACILITIES

Sec. 26-400. Definitions.

For purposes of this article, the following terms, phrases, words, and their derivatives shall have the meaning set forth in this section.

Applicant means any person required to sign an application for an event facility license as set forth herein.

Authorized city official means an individual appointed by the Mayor and Council or City Administrator to perform certain duties or services.

Authorized agent of alcohol licensee means an employee or agent with actual authority to bind a person or entity holding an alcohol beverage license.

Event means any one or more of the following:

- (1) A gathering where alcoholic beverages are provided at a location that does not hold a license to sell alcoholic beverages and there is any monetary exchange or transfer of funds in any way connected to the provision of alcoholic beverages, entry to the premises where such gathering is held, or use of the premises for such gathering.
- (2) A gathering where alcoholic beverages are provided at a location that holds a license to sell alcoholic beverages as an event facility or otherwise holds an event facility license.
- (3) A gathering of 100 or more people at a location that is advertised or otherwise held out to the public as a location for conferences, banquets, weddings, receptions, birthday parties, retirement celebrations, parties, or similar gatherings and for which there is any monetary exchange for use of said location. Religious assemblies shall be exempt from this definition. Restaurants and bars, as those terms are defined in Chapter 6 of this Code, shall also be excluded from this definition.

Event facility means a building, facility, or structure where an event, as defined in this section, is held. This definition shall not apply to any location owned or operated by the city, the Downtown Dalton Development Authority, or any other governmental entity.

Microevent means any one or more of the following:

- (1) A gathering of less than 100 people where alcoholic beverages are provided at a location that does not hold a license to sell alcoholic beverages and there is any monetary exchange or transfer of funds in any way connected to the provision of alcoholic beverages, entry to the premises where such gathering is held, or use of the premises for such gathering.
- (2) A gathering of less than 100 people at a location that is advertised or otherwise held out to the public as a location for conferences, banquets, weddings, receptions,

birthday parties, retirement celebrations, parties, or similar gatherings and for which there is any monetary exchange for use of said location. Religious assemblies shall be exempt from this definition. Restaurants and bars, as those terms are defined in Chapter 6 of this Code, shall also be excluded from this definition.

Micro-event facility means a building, facility, or structure where a micro-event, as defined in this section, is held. This definition shall not apply to any location owned or operated by the city, the Downtown Dalton Development Authority, or any other governmental entity.

Sec. 26-401. Purposes of article.

This article has been enacted in accordance with a plan designed for the following purposes, among others:

- (1) Promoting the health and general welfare of the community;
- (2) Establishing reasonable and ascertainable standards for the regulation and control of event facilities and the sale of alcohol at event facilities; and
- (3) Giving effect to existing land use and preserving certain residential areas, with reasonable considerations, among others, to the character of the area and the peculiar suitability for particular uses, the congestion in the roads and streets, concerns over unreasonable noise, and with a general view of promoting desirable living conditions and sustaining the stability of neighborhoods and property values.

Sec. 26-402. License required.

- (1) It shall be unlawful for any person to operate an event facility without having first complied with this chapter including, but not limited to, obtaining the appropriate license from the city.
- (2) Any person who desires to operate an event facility shall apply in the office of the city clerk for an event facility license and shall remit with said application the application fee in such an amount as may be set by the mayor and council from time to time.
- (3) If a license is granted, said licensee shall also pay the annual license fee on or before January 1st of each year so licensed. The annual license fee shall be no less than five hundred dollars (\$500.00) and may be modified from time to time by the mayor and council. The current application and license fee schedule shall be kept in the city clerk's office and made available to any licensee or prospective licensee upon request.
- (4) All applications shall be fully completed by the applicant, signed, and sworn to by the applicant in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of an entity, including, but not limited to, a partnership, corporation, nonprofit tax exempt civic, patriotic, or social club or corporation, a private club, a limited liability company, then the applicant must be an agent or officer of the entity with actual authority to execute the application.

- (5) An approved annual license shall be valid for the date issued and shall expire on December 31 of each year. Each licensee shall complete a renewal application consisting of the same information required for an application and pay the annual fee for renewal of said license prior to expiration of the license.

Sec. 26-403. Application requirements.

All applications for event facility licenses shall include the following:

- (1) A survey (dated no more than 180 days prior to submission of the application to the city), certified by a registered surveyor of this state, showing a scaled drawing of the premises and the distance in linear feet measured from the property line of the tract upon which the event facility is located, to the property line of the tract upon which is located the nearest residential building, church building, school building, educational building, school grounds or college grounds, or college campus building.
- (2) Plans for the event facility that show the square footage, all rooms, all exits for said event facility, and a life safety plan that demonstrates the maximum potential occupancy load.
- (3) A fully dimensional parking plan.
- (4) The application fee.
- (5) A statement identifying the full legal name and all trade names of the business for which the license is to be used and a statement identifying the name, address, and telephone number of all persons with an ownership interest of five percent (5%) or more in said business.
- (6) A statement identifying the full legal name and all trade names of the owner of the real property to be used as an event facility and a statement identifying the name, address, and telephone number of all persons with an ownership interest of five percent (5%) or more in said business.
- (7) A copy of any current lease agreement for the premises upon which the event facility is located.
- (8) A copy of the certificate of insurance which complies with the requirements of this article.
- (9) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints for all persons required to sign the application to be forwarded to the Georgia Bureau of Investigation, as specified under state law. Each person required to sign the application for an original license and/or renewal license, must authorize the city or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency such person's criminal history and civil history and further authorize the city, its officers and employees to use such information in determining whether or not a license will be issued to the applicant. Further, the applicant must authorize the city, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled, or revoked.

Each applicant waives any right or rights the applicant may have under state or federal law, statute or court ruling to preclude the city from securing such criminal or civil history from any source and waives any right the applicant may have to preclude the city from using such information publicly in determining whether the license will be issued to such applicant.

- (10) Each applicant shall certify that the applicant has read, understands, and will comply with this article and if the license is granted, each licensee shall maintain a copy of this article on the premises and shall require each of the licensee's employees to be familiar with this article. Furthermore, applicant agrees, by signing and filing the application, that applicant will maintain sales receipts and records and allow any authorized public official to inspect said records to ensure compliance with this article.

Any application which is not complete or does not comply with the requirements of this section shall be rejected by the clerk's office and stand automatically denied. Notwithstanding any other provision in this article, grandfathered establishments shall not be required to provide a survey or parking plan with an application for an event facility.

Sec. 26-404. Public safety commission powers and duties under this article.

For the purposes of this article, the public safety commission is vested with the following duties and powers:

- (1) *Initial applications.* To screen, verify, investigate and review all initial applications for licenses for event facilities, to consider whether the applicant meets the applicable qualifications and requirements, and to make a recommendation to mayor and council to grant or to deny licenses for event facilities.
- (2) *Renewals.* To investigate and hear reports and charges constituting probable cause not to renew licenses for event facilities, to consider whether the applicant meets the applicable qualifications and requirements, and to make a recommendation to mayor and council to grant or to deny renewals of licenses for event facilities.
- (3) *Determinations of conduct or offenses requiring penalty, suspension, revocation or combination thereof.* To conduct hearings upon charges of the city to licensee as to the occurrence of conduct or an offense for which penalty, suspension, revocation, adjustment of operating hours, or a combination thereof is provided under this article; to cause a record and transcript of such hearing to be made and kept; and to recommend fines, suspension, or revocation, or any combination thereof, pursuant to the requirements of this article.
- (4) *Modifications.* To recommend to the mayor and council modifications to any city ordinances and policies pertaining to the regulation of event facilities.

Sec. 26-405. Applications and Renewals.

For the purposes of this chapter, the mayor and council are vested with the following duties and powers:

- (1) To grant or deny initial applications for licenses for event facilities, and to consider all recommendations of the public safety commission regarding the same.
- (2) To grant or deny all renewal applications for event facilities, and to consider all recommendations of the public safety commission regarding the same.
- (3) The initial review of all such licenses shall occur in the public safety commission; however, to the extent the public safety commission does not consider and issue a recommendation on an initial application or renewal application within 60 days of filing said application with the clerk, the mayor and council shall be authorized to grant or deny such license without a recommendation from the public safety commission.

No event facility license shall be issued or renewed until all applicable requirements of this article have been met and said license has been approved by the mayor and council.

Sec. 26-406. Inspection of licensed establishments.

Sworn officers of the police department, code enforcement officers, fire department, and any other authorized city official shall have the authority to inspect event facilities and microevent facilities during the hours in which the premises are open for business. The city attorney or any authorized city official may also require an event facility licensee to produce books and records and may conduct or oversee an audit of the books and records of a licensed establishment at any time. Such investigations may occur from time to time to determine compliance with the requirements of this article and state law.

Sec. 26-407. Location requirements.

- (a) It shall be unlawful to establish or add an event facility to an existing business that is:
 - (1) Within 1,000 feet of any parcel upon which a religious facility, public or private elementary or secondary school, college campus, day care facility, library, public building, fitness facility, public park, or any residence is located; or
 - (2) Within 3,000 feet of any parcel upon which another event facility is located; or
 - (3) Within the overlay district;
 - (4) Within the central business district (Zoning classification C-3); or
 - (5) Within any zoning classification in which an event center, as defined by the uniform zoning ordinance, is prohibited.
- (b) For the purpose of this section, measurements shall be made in a straight line from the closest part of the property line of any tract where any structure occupied by the event facility is located to the closest property line of a parcel containing a use listed in subsection (a), above.

Sec. 26-408. Disqualification generally.

No event facility license may be issued to an applicant if any one or more of the following circumstances apply:

- (1) An applicant is not at least 21 years old.
- (2) An applicant has been convicted under any federal or state law of a felony or any misdemeanor involving the usage, distribution, or possession of controlled substances, alcohol, or offenses involving moral turpitude within a five-year period immediately preceding application. For purposes of this subsection, a "conviction" shall include any plea of guilty or admission of guilt and subsequent sentence under the First Offender Act of O.C.G.A. §§ 42-8-60, 16-13-2 or 3-3-23.1(c), or any similar sentencing provision for first time offenders of any other state or of the United States. A plea of nolo contendere for any felony or misdemeanor of any state or of the United States, or any municipal ordinance, except traffic violations, or the forfeiture of a bond (except traffic offenses) when charged with a crime is also considered a conviction under this article.
- (3) An applicant has been held in civil or criminal contempt by any federal, state or local court if such citation indicates to the mayor and city council that the applicant will not maintain the outlet for which the applicant is seeking a license in conformity with federal, state or local laws, rules, and regulations.
- (4) An applicant is not an officer, director, owner, or manager of the business for which the license is held.
- (5) The public safety commission or the mayor and city council determine, based upon an investigation into the applicant or the applicant's prior businesses or entities, (whether operating under the same establishment name or not) in the city or in other jurisdictions, has directly, or indirectly through employees or agents, sold alcohol in violation of state law or local ordinances, including but not limited to sales to minors.
- (6) The city has suspended or revoked a business license, event facility license, or any other license issued under this code at the location where the applicant desires to operate an event facility or any other previous license of the applicant, within the previous 12 months for a suspension or within the previous 36 months for a revocation.
- (7) The applicant's business does not meet the requirements of this article.

Sec. 26-409. False information.

Any material omission or untrue or misleading information contained in or left out of an original or renewal application for a license shall be cause for the denial thereof. If any license has previously been granted on the basis of such misleading statements or material omissions, such shall constitute cause for the revocation of the license.

Sec. 26-410. Licenses non-transferable.

No event facility license shall be transferable, except upon the death of a licensee, at which time such license may be transferred to the administrator, executor, or lawful adult heir or heirs

of such deceased person provided that such person meets the requirements of this article. If the legal representatives of such deceased licensee cannot meet all the requirements of this article, said license shall be revoked.

Sec. 26-411. General regulation of business operations.

- (a) No event facility or microevent facility, employee or agent of any event facility or microevent facility, or other person shall sell or permit to be sold any alcoholic beverage to any person under the age of 21 years.
- (b) Any event facility license shall be posted conspicuously in the place of business for which such license is issued.
- (c) All alcohol served at an event must be served by either a licensed caterer or an event facility which holds an alcohol license for the type of alcohol distributed at said event facility. All alcohol served at a microevent shall be served by a licensed caterer. It shall be unlawful for guests or invitees of an event facility or microevent facility to bring alcoholic beverages for consumption onto the premises of such establishment, and no owner, manager, agent, or employee of an event facility or microevent facility may permit guests or invitees to bring alcoholic beverages for consumption onto the premises of an event facility.
- (d) It shall be unlawful for noise emanating from an event facility or microevent facility or the real property upon which the event facility or microevent facility is located to be plainly audible more than 100 feet from such event facility or microevent facility or to be heard at a measurement of 50 decibels or more anywhere outside of an event facility or microevent facility.
- (e) No alcohol shall be served at an event or microevent after 12:00 a.m.
- (f) Event facilities and micro event facilities shall close and be vacated by 1:00 a.m.
- (g) At all times during an event, an authorized agent of the licensee must be present on the premises of the event facility. At all times during a microevent an authorized agent of the microevent facility must be on the premises of the microevent facility.
- (h) At all times during an event or microevent, the event facility or microevent facility shall maintain at least one security personnel per 50 attendees of an event. Such security personnel shall meet all requirements of security personnel set forth in chapter 6 of this code.
- (i) The building or structure in which the event facility and in which a microevent facility is located shall meet all applicable building, electrical, plumbing, sanitary, zoning, and fire codes, statutes, and regulations of both the city and the state.
- (j) Every event facility and microevent facility shall comply with the occupancy load, sprinkler, life safety, and all other applicable requirements set forth in the current edition of the International Fire Code and the current standards published by the National Fire Protection Association.
- (k) In addition to all requirements regarding parking in the unified zoning ordinance, every event facility shall have at least ten (10) designated parking spaces per 1,000 square

feet of floor space in each such event facility, which parking spaces shall comply with the requirements of the uniform zoning ordinance.

- (l) Every event facility shall maintain commercial general liability insurance to include liquor liability insurance in the aggregate amount of at least \$1,000,000.00 with a minimum \$500,000.00 sublimit on assault and battery claims, which shall be in effect at all times during the license period. Said insurance shall be issued by an insurer licensed in the State of Georgia, and all licensees shall provide to the city a certificate of insurance verifying coverage set forth in this subparagraph at the time of application and upon any renewal of said license. The city shall be designated as a certificate holder of such policy, and a 30-day notice of cancellation in favor of the city must be endorsed to the policy and attached to the certificate.

Sec. 26-412. Suspension, revocation, or forfeiture of license.

- (a) Any suspension, revocation, or forfeiture of an event facility license by the mayor and city council shall occur after notice and opportunity for a hearing and upon the following occurrences:
 - (1) Any licensed outlet that is found to be in violation of this article.
 - (2) In the case of bankruptcy, receivership, or levy of legal process. In such event, the license shall be revoked.
 - (3) Except as otherwise provided in this article, any change in the ownership of any entity owning a licensed event facility shall result in revocation of the license.
 - (5) If any licensee shall for a period of three consecutive months cease to operate the business, this shall result in revocation of the license.
 - (6) A license may be immediately suspended or revoked by the mayor and city council upon learning that a licensee furnished fraudulent or untruthful information in the application for a license, or omits information required in the application for a license, or fails to pay all fees, taxes, or other charges imposed under the provisions of this code.
 - (7) If any alcohol license of an event facility is suspended or revoked, the event facility license shall be suspended or revoked immediately for the same period of time as the alcohol license has been suspended or revoked.
 - (8) Failure to provide books and records requested as a part of any investigation or audit into compliance with this chapter shall result in revocation of the license.
 - (9) Any operation of an event facility during the time of a suspension shall result in revocation of all licenses or permits issued by the city to the event facility.
 - (10) It shall be a violation of this article for any licensee or any employee or agent of the licensee or licensed establishment to permit any person to engage in any activity on the premises for which the license is issued or within the place of business, which is in violation of the laws or regulations of any federal, state, county, or municipal governing authority or regulatory agency. A violation of this subsection shall subject the license to immediate suspension or revocation.

- (11) An act or omission of a licensee which constitutes a violation of federal or state law or regulation, relating to the sale of alcoholic beverages, taxes, gambling, violation of the Georgia Controlled Substances Act, or constitutes a crime of moral turpitude, shall subject the license to immediate suspension or revocation.
- (b) The city clerk shall notify the licensee of any charge of conduct or offense subject to penalty, suspension or revocation or any combination thereof. If the potential sanction is suspension or revocation the notice shall also state the place and time the public safety commission will hear the charges against the licensee. The notice may also contain such additional information, as the city clerk may deem appropriate. The notice shall be delivered to the licensee at least five days prior to the hearing date by personal delivery, first class mail addressed to licensee at the address contained in licensee's license application, or by posting the notice on the front door of the licensed premises. In the case of delivery by first class mail the notice shall be deemed delivered two days after being deposited into the US mail properly addressed and with adequate postage.
- (c) Unless waived by the licensee, the public safety commission shall conduct a hearing on any charge against a licensee alleging conduct or offense that is subject to a suspension or revocation, at its next regularly scheduled meeting, but not later than 60 days from the date of notice to the licensee unless a continuance is granted at the request of the city or the licensee. The public safety commission shall have the discretion to call a special meeting to conduct a meeting or to reschedule or continue any hearing upon the request of the city or the licensee. The licensee shall be allowed to appear at said hearing and to present evidence and cross-examine witnesses. Upon hearing evidence from the city and licensee, if the licensee shall present any evidence, the public safety commission shall, no later than 30 days after the hearing, either dismiss all or some the charges against the licensee and/or, make a finding that a violation has occurred as to all or any one of the charges. If a violation is found to have occurred, the public safety commission shall make a recommendation to the mayor and council consistent with the provisions of this article. The city attorney, or the city attorney's designee, shall represent the city in all such public safety commission hearings.
- (d) The mayor and council shall perform an on-record review of the hearing record before the public safety commission unless the licensee waives said review. The mayor and council shall determine from the hearing record whether there is sufficient evidence to support the finding of the public safety commission. The licensee shall not be permitted to present additional evidence or arguments before the mayor and council. If the on-record review concerns a revocation recommendation, then upon a finding by the mayor and council that sufficient evidence exists to support the recommendation, the mayor and council shall revoke the license of the licensee for 60 months. Any decision of mayor and council pursuant to this subsection shall be in writing and filed with the city clerk.

Sec. 26-413. Enforcement.

- (a) Without limiting the ability to suspend or revoke a license pursuant to any other provision in this article, any violation of this article shall also subject the licensee to the following actions upon notice and hearing:
 - (1) The first violation shall result in fine of up to \$1,000 and/or a license suspension for a period of up to 60 days.
 - (2) The second violation within a consecutive 24-month period shall result in a fine of up to \$2,500 and a license suspension for a period of not less than 60 days nor more than 90 days.
 - (3) The third violation within a consecutive 24-month period shall result in license revocation.
- (b) For any licensee who is also licensed to sell alcohol in the city, any violation of this article which results in a license suspension or license revocation shall result in an equivalent suspension or revocation of licensee's alcohol license in addition to any other penalty which may be levied pursuant to this Code.
- (c) Microevent facilities shall be subject to the same monetary penalties for violations of this article as set forth in subsection (a) of this section except that for any violation beyond the second violation in a 24-month period, a fine of \$2,500 shall be levied against said facility.

Sec. 26-414. Exceptions and grandfathering.

Notwithstanding any other provision in this article, event facilities operating at the time of the adoption of this article that do not comply with the distance or parking requirements of this article, or are otherwise operating in a legal nonconforming status with respect to any zoning, land use, building code, or fire code requirements, shall be grandfathered and exempt from such requirements in this article while in a grandfathered status, provided that such grandfathered event facilities shall comply with all other requirements of this article. Upon the sale of a grandfathered business, the revocation of its license, or the failure to renew its license, such grandfathered status shall be forfeited.

Secs. 26-415 – 26-449. Reserved.

Section 8.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it. Notwithstanding any other provision in this Ordinance, however, owners and operators of event facilities and microevent facilities currently operating in the city shall have until September 15, 2026 to come into compliance with the provisions of this Ordinance.

Section 9.

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

Section 10.

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 _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

MAYOR/MAYOR PRO TEM

ATTEST:

CITY CLERK



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

Second Reading Fire Sprinkler Ordinance 26-13

DEPARTMENT

Fire

REQUESTED BY

Chief Daniel

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 update the Fire Sprinkler Ordinance to improve definitions, clarify language, and ensure consistency and uniformity with the language used in the City’s “Alcoholic Beverages” Ordinance.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Ordinance 26-13

To Amend Chapter 54 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Fire Prevention and Protection" By Deleting Article II Captioned "Fire Prevention Code" In Its Entirety; By The Addition Of A New Article II; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton, and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Chapter 54 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Fire Prevention and Protection" is hereby amended by striking, repealing and deleting Article II, captioned "Fire Prevention Code," in its entirety and substituting in lieu thereof a new Article II which shall read as follows:

ARTICLE II. - FIRE PREVENTION CODE

Sec. 54-31. Adopted.

The current edition of the International Fire Code, as amended and as supplemented by the department of community affairs, and the current edition of the National Fire Protection Association (NFPA) 101 Life Safety Code, as amended and supplemented, are adopted, and a true and complete copy thereof shall be maintained in the business offices of the city fire department for public inspection and copying. In the event a conflict arises among the International Fire Code, as amended and supplemented, the NFPA 101 Life Safety Code, as amended and supplemented, or the rules and regulations promulgated by the Georgia Safety Fire Commissioner, the more restrictive document shall be enforced.

Sec. 54-32. Conflicts with other ordinances.

If any publication or portion thereof adopted in [section 54-31](#) is contrary to city ordinances, the city ordinances shall prevail.

Sec. 54-33. Definitions.

For purposes of this article, the following terms, phrases, words, and their derivatives shall have the meaning set forth in this section.

Assembly occupancy means an occupancy (1) used for a gathering of 50 or more persons for deliberation, worship, entertainment, eating, drinking, amusement, awaiting transportation, or similar uses; or (2) used as a special amusement building, regardless of occupant load.

Examples of assembly occupancies include, but are not limited to restaurants, bars, dance halls, night clubs, discotheques, event facilities, and microevent facilities.

Authority having jurisdiction (AHJ) refers to the Dalton Fire Department, or its designated representative, responsible for enforcing this ordinance and other adopted fire safety codes and standards.

Automatic fire sprinkler system means an integrated system of piping connected to a water supply that will automatically discharge water over a fire area when activated by heat from a fire, and that is designed in accordance with recognized fire protection engineering practices.

Bar shall have the same definition set forth in chapter 6 of this code.

Existing structure means any structure constructed or occupied prior to the effective date of this ordinance.

New construction means any structure for which a building permit is issued after the effective date of this ordinance, or any existing structure undergoing renovation or alteration that requires a building permit and meets the criteria for new construction as defined by the NFPA 101 Life Safety Code, as amended and supplemented.

Restaurant shall have the same definition as set forth in chapter 6 of this code.

Sec. 54-34. References to duties of officials.

Within the fire prevention code adopted in [section 54-31](#), where references are made to the duties of a certain official named therein, that designated city official who has duties corresponding to those of the named official in such code shall be deemed to be the responsible official insofar as enforcing the provisions of such code are concerned.

Sec. 54-35. General requirements for implementation of automatic fire sprinkler systems.

(a) New Construction Requirements:

1. An approved automatic fire sprinkler system shall be installed throughout all new buildings classified as assembly occupancies where required by the current edition of the NFPA 101 Life Safety Code, as amended and supplemented, with the exception of restaurants, microevent facilities, and bars that have an occupant load of less than 100.

2. An approved automatic fire sprinkler system shall be installed throughout all other new buildings to the extent required by the authorities referenced in Section 54-31, or as determined by the AHJ based on hazard analysis, building height, floor area, or other relevant factors.

(b) Requirements for Existing Structures:

1. Existing structures undergoing renovation, alteration, or change of occupancy shall install an approved automatic fire sprinkler system if the scope of work or change of occupancy triggers such a requirement pursuant to the authorities referenced in Section 54-31.

2. Any existing structure classified as an assembly occupancy that is renovated or altered in any way which increases the occupant load or changes the use to a higher hazard classification (as determined by the AHJ), shall have an approved automatic fire sprinkler system installed throughout the building or affected area, as determined by the AHJ.

3. The AHJ may require the installation of an approved automatic fire sprinkler system in any existing structure where, in the opinion of the Fire Chief, an imminent life safety hazard exists due to the lack of such a system.

(c) System Design and Installation:

1. All automatic fire sprinkler systems shall be designed by a Georgia-licensed professional engineer or a National Institute for Certification in Engineering Technologies (NICET) Level III or IV certified fire sprinkler system designer and shall be installed by a Georgia-licensed fire sprinkler contractor.

2. Plans and specifications for all automatic fire sprinkler systems shall be submitted to the Dalton Fire Department for review and approval prior to installation.

3. All systems shall be installed in accordance with the approved plans and applicable NFPA standards.

(d) Inspection, Testing, and Maintenance:

1. All automatic fire sprinkler systems shall be inspected, tested, and maintained in accordance with NFPA 25 and as required by the AHJ.

2. Records of all inspections, tests, and maintenance shall be maintained on site and made available to the AHJ upon request.

3. Any deficiencies found during inspection, testing, or maintenance shall be corrected promptly.

Sec. 54-36. Permits and Fees.

1. A fire sprinkler system permit shall be required from the Dalton Fire Department prior to the installation or modification of any automatic fire sprinkler system. Applications for permits shall be maintained at the administrative office of the Dalton Fire Department.

2. The Mayor and Council shall establish a fee schedule by resolution which shall be maintained by the Dalton Fire Department. All required fees shall be paid prior to the issuance of any permit.

Sec. 54-37. Enforcement and Fees.

1. The Dalton Fire Department is hereby authorized and directed to enforce the provisions of this ordinance.
2. Any person, firm, or corporation violating any provision of this ordinance shall be subject to penalties as set forth in the City of Dalton Code of Ordinances, including but not limited to fines, civil penalties, and/or stop-work orders. Each day that a violation continues shall constitute a separate offense.
3. In addition to any fines or penalties referenced above, the AHJ may take actions necessary to abate a hazard or bring a property into compliance with this ordinance, including but not limited to requiring immediate installation or repair of fire sprinkler systems.

Sec. 54-38. Loft/urban dwelling.

A loft/urban dwelling, as defined in the city zoning ordinance shall:

1. Be equipped with a National Fire Protection Association (NFPA) Standard 13R sprinkler system, and all other floors of the same building, including the basement, shall be equipped with a fire-suppression sprinkler system complying with the National Fire Protection Association (NFPA) Standard 13;
2. Have no doorway or window interconnection between loft/urban dwellings;
3. Be located in the rear of the building if a commercial use is carried on in any portion of a floor above the ground level of the building;
4. Have an approved secondary means of escape in all sleeping rooms;
5. Have hard wired single-station smoke alarms in all sleeping rooms;
6. Have smoke alarms installed outside all sleeping rooms and interconnected;
7. Have an audio/visual warning device interconnected to the sprinkler system water-flow device in each corridor, with pull station at each exterior exit that will activate the warning device in corridor to dwelling units and the warning device in the area used as business;
8. Have emergency lighting and smoke detection in place in all corridors, smoke alarms shall be connected to audio/visual device;

9. Have a fire extinguisher in dwelling-unit food-prep areas;
10. Have no commercial cooking equipment installed in loft/urban dwelling without meeting the requirements of National Fire Protection Association (NFPA) Standard 96; and
11. The building containing the loft/urban dwelling shall be equipped with smoke and heat-detection devices in the business areas which shall activate local alarm and audio/visual device in corridors of dwelling units.

Secs. 54-39—54-60. Reserved.

Section 8.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 9.

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

Section 10.

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 _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

MAYOR/MAYOR PRO TEM

ATTEST:

CITY CLERK



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

Resolution 26-18 - Adoption of Language Access Plan

DEPARTMENT

City Administration

REQUESTED BY

Andrew Parker

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 City receives federal funding for certain programs awarded by and administered through DCA and is therefore a DCA sub-recipient of federal funding and therefore required to prepare and submit a Language Access Plan (LAP) applicable to such Federally Funded Programs.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 26-18

A RESOLUTION TO ADOPT LANGUAGE ACCESS PLAN

WHEREAS, the Georgia Department of Community Affairs (“DCA”) receives and administers funding for certain programs from the United States government;

WHEREAS, pursuant to Title IV of the Civil Rights Act of 1964, all sub-recipients of such federal funding through the Georgia Department of Community Affairs are required to take certain actions to provide Limited English Proficient (“LEP”) persons meaningful access to programs and activities funded by the federal government and awarded by DCA (“Federally Funded Programs”);

WHEREAS, such sub-recipients are required to prepare and submit to DCA a Language Access Plan (“LAP”), which applies only to such Federally Funded Programs;

WHEREAS, the City of Dalton receives federal funding for certain activities and programs awarded by and administered through DCA and is therefore a DCA sub-recipient of federal funding required to prepare and submit an LAP applicable to such Federally Funded Programs;

WHEREAS, the City, in conjunction with its Community Development Block Grant Consultant, has engaged in a detailed analysis of the requirements for creation of the LAP, including the number or proportion of LEP persons served or encountered in the eligible service population; the frequency with which LEP persons come into contact with the program; the nature and importance of the program, activity, or service provided by the program; and the resources available and costs to the recipient;

WHEREAS, the LAP attached hereto as Exhibit A (“Dalton LAP”) was created following said detailed analysis and is in compliance with the DCA guidance the requirements for LAPs;

WHEREAS, the Dalton LAP applies only to Federally Funded Programs referenced herein;

WHEREAS, the Dalton LAP may be updated from time to time based on changes in the number of LEP persons, changes in eligible programs, changes in funding, or other factors;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby adopt the Dalton LAP for applicable Federally Funded Programs and authorize its submission to DCA;

BE IT FURTHER RESOLVED, that the City Administrator and Chief Financial Officer of the City of Dalton are hereby authorized and empowered to amend the Dalton LAP from time to time as may be necessary in their judgment based on the above stated analysis;

BE IT FURTHER RESOLVED, that the City Administrator and Chief Financial Officer of the City of Dalton are hereby authorized to authorized and empowered to take other such actions and to execute for and on behalf of the City any other such documents in connection with the Dalton LAP as needed, including the filing of any required reports, along with such other documents, instruments, certificates, assignments, and papers which, in the judgment of the City

Administrator or Chief Financial Officer, may be necessary and desirable to effect the purposes and intents of these Resolutions.

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

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

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

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

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

SO RESOLVED, this ____ day of _____, 2026.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

EXHIBIT A



CITY OF DALTON CITYWIDE LANGUAGE ACCESS PLAN (LAP) 2026

I. PURPOSE

The City of Dalton is committed to ensuring meaningful access to all municipal programs, services, activities, public participation opportunities, and communications for individuals with Limited English Proficiency (LEP), in accordance with Title VI of the Civil Rights Act of 1964, Executive Order 13166, and applicable federal and state nondiscrimination requirements.

This Language Access Plan (LAP) establishes citywide policies and procedures to assist LEP individuals in accessing services and benefits administered by the City of Dalton without discrimination based on national origin. The Plan applies to all City departments, boards, commissions, offices, employees, contractors, and subrecipients receiving federal financial assistance through the City.

II. APPLICABILITY

This Language Access Plan applies to all City of Dalton departments, programs, services, activities, public meetings, outreach efforts, notices, and communications, including but not limited to:

- Community Development Block Grant (CDBG) programs;
- Housing and neighborhood services;
- Public safety services;
- Planning and zoning activities;
- Public works and infrastructure projects;
- Parks and recreation programs;
- Code enforcement activities;
- Utility and customer service operations;
- Public hearings and citizen participation processes; and
- Any other City-administered program or activity receiving federal financial assistance.

This Plan also applies to subrecipients, contractors, consultants, and partner organizations carrying out City-funded activities on behalf of the City of Dalton.

III. LEGAL AUTHORITY

This Language Access Plan is adopted pursuant to the following authorities:

- Title VI of the Civil Rights Act of 1964;
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency";
- HUD Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons;
- 24 CFR Part 1;
- Section 109 of the Housing and Community Development Act of 1974;



CITY OF DALTON CITYWIDE LANGUAGE ACCESS PLAN (LAP) 2026

- The Americans with Disabilities Act (ADA), as applicable to communication access; and
- Other applicable federal and state civil rights laws and regulations.

IV. DEFINITION OF LIMITED ENGLISH PROFICIENCY (LEP)

A person with Limited English Proficiency (LEP) is an individual who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

LEP individuals may be entitled to language assistance with respect to a particular type of service, benefit, program, or encounter.

V. FOUR-FACTOR ANALYSIS

The City of Dalton will periodically conduct a Four-Factor Analysis consistent with federal guidance to determine appropriate language assistance measures.

Factor 1: Number or Proportion of LEP Persons Served

The City will evaluate demographic data, U.S. Census information, American Community Survey (ACS) data, school enrollment information, community surveys, and program participation data to determine the number and proportion of LEP individuals eligible to be served or likely to encounter City programs and services.

Factor 2: Frequency of Contact with LEP Persons

The City will assess the frequency with which LEP individuals interact with City departments, including public meetings, permit applications, utility services, code enforcement matters, housing programs, emergency response services, recreational activities, and requests for information or assistance.

Factor 3: Nature and Importance of the Program

The City recognizes that municipal services, including public safety, housing, infrastructure improvements, code enforcement, public health information, emergency communications, and public participation opportunities, are important services affecting residents' health, safety, housing stability, and access to government benefits and services.

Factor 4: Resources Available and Costs

The City will evaluate available staffing, financial resources, technological resources, contracts, and community partnerships when determining reasonable language assistance measures.

VI. LANGUAGE ASSISTANCE SERVICES

The City of Dalton will take reasonable steps to provide meaningful access to LEP individuals through the following measures:



CITY OF DALTON CITYWIDE LANGUAGE ACCESS PLAN (LAP) 2026

A. Interpretation Services

The City may provide oral interpretation services through:

- Qualified bilingual staff;
- Contracted interpreters;
- Telephonic interpretation services;
- Virtual interpretation platforms;
- Translation applications or technologies, when appropriate; and/or
- Community organizations or agencies capable of providing interpretation assistance.

Family members, minor children, or friends of LEP individuals should not be used as interpreters except in emergency situations or at the specific request of the LEP individual.

B. Translation of Vital Documents

The City will identify and translate vital documents when appropriate and feasible. Vital documents may include:

- Public hearing notices;
- Citizen participation notices;
- Emergency notifications;
- Fair housing information;
- Program applications;
- Complaint forms;
- Eligibility notices;
- Environmental notices;
- Displacement and relocation notices;
- CDBG applications, flyers, and ads;
- Municipal Court rights and window waivers;
- Certain public safety materials such as fire safety information, victim's bill of rights notification, criminal history record information consent form
- Other documents critical to accessing City services or benefits.

C. Public Meetings and Hearings

The City will make reasonable efforts to provide interpretation services for public meetings, hearings, workshops, and community engagement activities upon request. Public notices will include information regarding the availability of free language assistance services and instructions for requesting accommodations.

D. Website and Digital Accessibility

The City will post notices regarding the availability of free language assistance services on its website and in public-facing locations, including City facilities and service counters, when feasible. The City will also work to improve accessibility of digital communications and online information for

LEP individuals.

VII. IDENTIFICATION OF LEP NEEDS

City staff will take reasonable steps to identify LEP individuals who may require language assistance. Methods may include:

- “I Speak” language identification cards;
- Multilingual signage;
- Staff observations;
- Requests from community organizations;
- Census and demographic data;
- Program participation information; and
- Prior interactions with LEP individuals.

VIII. STAFF TRAINING

City staff will receive periodic training regarding:

- LEP requirements and Title VI obligations;
- Procedures for obtaining interpreters and translation services;
- Identification of LEP individuals;
- Use of language identification tools;
- Documentation requirements; and
- Cultural competency and effective communication practices.

Training will be conducted periodically and incorporated into onboarding or departmental training processes as appropriate.

IX. DEPARTMENTAL RESPONSIBILITIES

Each City department is responsible for implementing this Language Access Plan within its area of operations and ensuring compliance with applicable nondiscrimination requirements. Departments shall:

- Inform the public of available language assistance services;
- Utilize available interpretation and translation resources;
- Maintain records of language assistance requests when appropriate;
- Coordinate with designated City staff regarding LEP compliance; and
- Ensure contractors and partners comply with applicable language access obligations.

X. SUBRECIPIENT AND CONTRACTOR RESPONSIBILITIES

All subrecipients, contractors, consultants, and organizations receiving federal or City funding through the City of Dalton must comply with applicable federal civil rights requirements related to language access and nondiscrimination.

CITY OF DALTON CITYWIDE LANGUAGE ACCESS PLAN (LAP) 2026

The City may provide technical assistance, monitoring, and compliance reviews to ensure adherence to LEP requirements.

XI. DOCUMENTATION AND RECORDKEEPING

The City of Dalton will maintain records regarding:

- Requests for interpretation or translation services;
- Languages requested;
- Services provided;
- Complaints related to language access;
- Outreach efforts; and
- Staff training activities.

Documentation will be maintained in accordance with applicable federal, state, and local record retention requirements.

XII. COMPLAINT PROCEDURE

Any person who believes they have been denied meaningful access to City services based on Limited English Proficiency may file a complaint with the City of Dalton.

Complaints should include:

- Name and contact information;
- Description of the incident;
- Date of occurrence; and
- Requested resolution.

The City will review complaints promptly and take appropriate corrective action when necessary.

Complaints may also be filed with the appropriate federal agency, including the U.S. Department of Housing and Urban Development (HUD), where applicable.

XIII. MONITORING AND PLAN UPDATES

The City of Dalton will periodically review this Language Access Plan and update it as necessary based on:

- Changes in demographics;
- Frequency of LEP interactions;
- Availability of resources;
- Changes in federal or state regulations and guidance;
- Technological advancements; and



CITY OF DALTON CITYWIDE LANGUAGE ACCESS PLAN (LAP) 2026

- Programmatic changes affecting service delivery.

The City reserves the right to revise this Plan at any time to maintain compliance with applicable laws and regulations.

XIV. PUBLIC NOTICE OF LANGUAGE ASSISTANCE

The City of Dalton will take reasonable steps to inform LEP individuals that language assistance services are available free of charge. Notification methods may include:

- Website notices;
- Multilingual signage;
- Public notices and outreach materials;
- Meeting announcements;
- Social media communications; and
- Information distributed through community partners and organizations.

XV. CONTACT INFORMATION

For additional information regarding this Language Access Plan or to request language assistance services, contact:

City of Dalton
300 West Waugh Street
Dalton, Georgia 30720
Phone: (706) 278-6000
Website: <https://www.daltonga.gov>
Email: info@daltonga.gov

Primary Contacts: City Administrator, Chief Financial Officer, or Human Resources Director



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

Empower Retirement Plan - Fee reduction contract amendment

DEPARTMENT

Human Resources

REQUESTED BY

Haliyma Jones

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Cost saving from .27% to .23%

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Human Resources requesting approval to execute the attached retirement plan fee reduction amendment negotiated with Empower. The amendment reduces

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

recordkeeping fees for both plans from 27 basis points (0.27%) to 23 basis points (0.23%) for a three-year commitment period. This reduction lowers administrative costs for plan participants with no change to the services currently provided.



PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.

AMENDMENT
to the
ADMINISTRATIVE SERVICES AGREEMENT
for
City of Dalton
Group No. 100147
Effective Date June 31, 2026

THIS AMENDMENT is entered into by and between City of Dalton ("Plan Sponsor") and the affiliate that provides recordkeeping services to Plan Sponsor (which is one of Empower Retirement, LLC, Empower Annuity Insurance Company of America or Empower Annuity Insurance Company "Empower") and;

WHEREAS, Empower and Plan Sponsor have entered into an agreement for recordkeeping and communication services ("Agreement") under which Empower provides certain recordkeeping and communication services for the Plan Sponsor with respect to the City of Dalton 457b Employee Retirement Plan and the City of Dalton 401a Employee Retirement Plan (hereinafter referred to as the "Plan" or "Plans");

WHEREAS, Empower and Plan Sponsor agree to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, and for other good and valuable consideration as herein provided, the parties amend the Agreement as follows:

1. The amount of the annual administrative fee payable to Empower under the Agreement is hereby changed to 0.23% (23 basis points), payable on a quarterly basis. Participants taking a full withdrawal before a processing date will be charged the quarterly Basic Plan Administration Fee for the applicable quarter at the time of withdrawal.

Empower's fees remain in effect for three (3) years from the Amendment Effective Date ("Guarantee Period"). Notwithstanding anything to the contrary, Empower may adjust fees at any time on notice to Plan Sponsor if: (i) Plan Sponsor elects to use different or additional services; (ii) Plan Sponsor changes any Investment Options used by the Plan that provide service fees or other compensation to Empower, if applicable; (iii) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff resulting in a material decrease in Empower's revenue or requiring Empower to perform additional services; (iv) legislative, regulatory or US postal rate changes impact the Services; or (v) there is a material change in the service fees received by Empower from any Investment Options used by the Plan, if applicable. Empower may adjust fees at any time after the Guarantee Period expires on notice to Plan Sponsor.

2. In all other respects, the Agreement shall remain in full force and effect.

3. This Amendment shall take effect on the Effective Date written above.
4. Each party agrees that this Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By signing this Amendment, the parties certify that they have read and understood it, that they agree to be bound by its terms and that they have the authority to sign it.

[Signature Page Follows]

For: City of Dalton

Signature: _____

Date _____

Name: _____

Title: _____

For: Empower

Signature: _____

Date _____

Name: _____

Title: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

Lease Termination Agreement - Dalton Whitfield Community Development Corporation (DWCDC)

DEPARTMENT

Human Resources & Administration

REQUESTED BY

Haliyma Jones

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:

Enclosed is the Lease Termination Agreement between the City of Dalton and Dalton Whitfield Community Development Corporation (DWCDC)

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement") is made and entered into this the ____ day of _____, 2026, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as "the City") and the DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION, a Georgia Nonprofit Corporation (hereinafter referred to as "the DWCDC") (the City and DWCDC may hereinafter be referred to individually as "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, the City entered into an Employee Lease Agreement on or about December 7, 2020 ("Lease") for the purpose of staffing the office of the DWCDC, which said Lease has been renewed and is currently in effect;

WHEREAS, the DWCDC is a nonprofit corporation which may directly employ, manage, supervise, and fund such employees which may be needed for the operation of the DWCDC;

WHEREAS, the City currently leases to the DWCDC three full-time employees and one part-time employee ("Employees") pursuant to the Lease;

WHEREAS, said Lease may be terminated by agreement of the Parties;

WHEREAS, the DWCDC desires to terminate the Lease in order to employ the Employees directly and to have more control over the terms of their employment, compensation, and related matters;

WHEREAS, it is anticipated that operations of both Parties may be streamlined by termination of the Lease;

WHEREAS, the City and the DWCDC have determined that it is in the best interests of each entity to terminate the Lease;

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

1. **Recitals.** The above recitals are incorporated herein by reference and made a part of this Agreement.
2. **Lease Termination.** The Lease is hereby terminated effective August 15, 2026 ("Termination Date").
3. **Notification and Transition.** Within two business days of the execution of this Agreement, DWCDC shall notify all leased Employees working at the DWCDC of the termination of the Lease and of their transition to employment directly with the DWCDC. DWCDC shall cooperate with the City and take all actions necessary to transition such Employees from the City to the DWCDC.

4. **Vacation Pay.** The City shall pay all accrued vacation pay to the Employees, which would be owed to such Employees until the Termination Date, consistent with the policies and procedures of the City, and subject to any limitations or restrictions on vacation pay provided in said policies and procedures.
5. **Indemnification.** The DWCDC shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of or in any way related to the City's employment of the Employees or the termination of the Lease, including, but not limited to, claims pertaining to discrimination, harassment, wages, worker's compensation, retirement, and employee benefits other than vacation pay as set forth in Paragraph 4 of this Agreement.
6. **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of Georgia. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
7. **Enforceability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement. The remainder of this Agreement shall be valid and enforceable to the fullest extent provided by law.
8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.
9. **Warranties and Representations.** Each of the Parties to this Agreement and each of the undersigned represent and warrant that they have read and completely understand this Agreement, they have had the opportunity to seek the advice of counsel with regard to the terms of this Agreement, and they are duly authorized to enter into and execute this Agreement.
10. **Notices.** Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail addressed as follows:

As to the City: City Administrator
 City of Dalton
 P.O. Box 1205
 Dalton, GA 30722-1205

As to the DWCDC: DWCDC Board Chair
 710 South Thornton Avenue, Suite F
 Dalton, GA 30720

or such other address as shall be furnished by notice to the other party.

11. **No Waiver.** No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

12. **Interpretation, and Construction.** The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

City of Dalton

By: _____
Mayor/Mayor Pro Tempore

Date: _____

Attest: _____
Clerk

Dalton Whitfield Community Development Corporation

By: 

Date: 06/19/26

Print Name: Reed Fincher

Title: Executive Director



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

2026-2027 SRO Contract

DEPARTMENT

Dalton Police Department

REQUESTED BY

Chief Cliff Cason

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Click or tap here to enter text.

FUNDING SOURCE IF NOT IN BUDGET

Dalton Public Schools

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

The Dalton Police Department provides SRO services to Dalton Public Schools. The attached contract is for the 2026-27 school year. It covers the SRO services the PD will

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

provide to DPS during the upcoming school year. Unlike previous agreements this is set amount and not based on the previous 75-25 split used for previous contracts.



PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of
Education For
The School Resource Officer
Program**

This Agreement made and entered into this ____day of_____, 2026 by and between THE CITY OF DALTON, GEORGIA (the “City”) and THE DALTON BOARD OF EDUCATION (the “Board”) pursuant to O.C.G.A. §20-2-1183.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure learning environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the role of law enforcement in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide School Resource Officers (“SROs” or “SRO,”), to Dalton Public Schools. These officers shall primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs’ chain of command shall be the Department’s supervisory system on all law enforcement matters. The Department shall retain the responsibility for hiring, training, assigning, disciplining, and dismissing SRO personnel, as required. For non-law enforcement issues, SROs shall work with their assigned school principal and the Dalton Public School System Safety and Transportation Director for the school system, but the SROs’ supervisor shall be the supervisor assigned to the SROs by the Department (the “SRO Supervisor”).
3. In the event an SRO is absent from work, the SRO shall notify the SRO Supervisor and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records, along with each reimbursement request submitted, to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs shall be assigned as follows: Officers will be assigned to serve Dalton High School, Dalton Junior High School\The Dalton Academy, Hammond Creek Middle School, the elementary schools with one assigned to each school. The SRO Sergeant will be based at Dalton High School and serve as a floater for all city schools and will respond to assist SROs, as needed. The SROs shall coordinate schedules with their school principals, the Safety and Transportation Director, and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to the start of school and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs shall notify their school principals and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for non-law enforcement duties such as coaching duties, after school programs, athletic events, or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school, unless authorized otherwise by the SRO Supervisor.
5. Upon the request of a school principal or designee, SROs may attend after-school activities involving Dalton Public Schools students and staff, including but not limited to dances, graduations, gatherings, home and away sporting events within Whitfield County, and Board of Education meetings. SRO's are not permitted to travel on duty outside of Whitfield County. The Department may decline such a request if sufficient resources are not available to fulfill the request or if such request is otherwise not appropriate or advisable in the sole discretion of the Chief of Police.

C. DUTIES OF THE SCHOOL RESOURCE OFFICERS

1. The SROs may assist their principals and the Safety and Transportation Director in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. Principals and the Safety and Transportation Director shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SROs may advise school officials in declaring an emergency or lockdown situation. Principals and the Safety and Transportation Director shall have ultimate responsibility for declaring an emergency or lockdown situation, pursuant to Board policy.
2. The SROs may present programs on various topics to students and faculty. Subjects may include, but are not limited to, a basic understanding of the law, role of law enforcement, drug awareness, anger

management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.

3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents, and faculty, upon request by school officials.
5. Upon the request of a school principal or the Safety and Transportation Director, the SROs, using their discretion and applicable law enforcement standards, shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.
6. Upon request of a school principal or the Safety and Transportation Director, the SROs shall conduct investigations of crimes which occur at their assigned schools, and use other resources, if needed, for follow-up investigations. When requested by the Safety and Transportation Director, SROs may conduct investigations at other sites, with the approval of the Department.
7. After a principal has conducted a search, locates contraband, and requests assistance, the SROs shall follow the Board's policy for the confiscation of any items or substances that, while not illegal, are not allowed on school property. The SROs shall follow the Department's policy for the seizure of any illegal items, drugs, or substances from students on school property.
8. The SROs shall follow the guidelines of state law, Board policy, and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. School principals may limit access to areas of buildings and grounds, if good reasons exist.
10. Upon the request of a school principal or the Safety and Transportation Director, the SROs may observe any questioning by school staff of students suspected of violating Board policy and/or local or state law.
11. The SROs shall execute an acknowledgment form, prepared by the Board, of SROs' responsibilities for safeguarding student information under FERPA.
12. The SROs shall enforce criminal law and protect students, staff, and the public against criminal activity. The SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct, or school rules that are not violations of criminal law.
13. The SROs shall routinely submit an activity report to school principals and the SRO Supervisor. Said

report shall include a description of the activities engaged in by the SROs, number of student-related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principals and the SRO Supervisor.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to pay the City the fixed amount of \$625,000 (“Costs”) for personnel cost associated with providing school resource officers to Dalton Public Schools. The Board shall be billed annually for such Costs, in February during the term. The invoice shall be due and payable within 30 days of the Board’s receipt thereof. The city reserves the right to terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the Department with a written assessment of the assigned SRO’s performance in May and December during the term. The metrics for assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.
3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:
 - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and internet access, as well as limited access to the Board’s Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall cooperate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his/her duties, as set forth herein.
5. The Board shall cause all schools under its authority (“Dalton Public Schools”) to take the following actions:
 - a. Release student education records to appropriate parties, such as law enforcement and other first responders, in an emergency in order to protect the health and safety of a student or other individuals, in accordance with 34 C.F.R. § 99.36.
 - b. Designate certain types of student information as “Student Directory Information” each year. Dalton Public Schools will immediately provide directory information regarding a student, without the written consent of the student’s parent or the eligible student, to law enforcement,

judicial or court personnel, or another state or local agency or officer with a legal interest in such information, provided that the parent or eligible student has not opted out of directory information disclosure.

- c. Designate Dalton Police Department Officers who are School Resource Officers as school officials under FERPA. Therefore, a student's education record, data, and PII may be disclosed to the School Resource Officer ("SRO") if the SRO has a legitimate educational interest to review the records, data, or PII in order to promote school safety or secure the physical safety of students, staff, or the school campus.
- d. Designate Dalton Police Department representatives, Georgia Emergency Management and Homeland Security representatives, Dalton Fire Department representatives, and Whitfield County Juvenile Court representatives, who are responsible for working with Dalton Public Schools to implement the school safety plan in accordance with O.C.G.A. § 20-2-1185, as school officials under FERPA during emergency situations, and to provide them with necessary student records, data, and PII for the duration of such events.
- e. Maintain a record of each request for access to, and each disclosure of, PII from a student's education record, in accordance with 34 C.F.R. § 99.32.
- f. Review its annual FERPA notification and directory information designation following the execution of any collective written agreement to determine if any updates to the FERPA notification or directory information designation are necessary.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICERS

- 1. The Department shall supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
- 2. In the event the Board determines that a particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and the Safety and Transportation Director, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
- 3. The Chief of Police for the City may dismiss or reassign SROs, in accordance with the Department's rules, regulations, and general orders.
- 4. The City acting through the Dalton Police Department should take the following actions:
 - a. Limit access to student education records, data, and PII to officers of the Dalton Police Department only as necessary during an investigation intended to protect the health and safety of students, staff, or other individuals, or to ensure the physical safety of the school campus.

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

F. MUTUAL AGREEMENTS BY THE PARTIES

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

- e. The parties hereto acknowledge and agree that any student education records provided under this Agreement are protected under FERPA and may only be disclosed as permitted by FERPA or under the terms of this Agreement. Education records do not lose their protected status once Dalton Public Schools has transferred them to a party under the terms of this Agreement.

G. TERM

1. The City and the Board expressly agree that they have previously executed an agreement between the City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated June 16, 2025, as amended, (“Prior Agreement”). The parties expressly acknowledge that the Board owes the sum of \$350,554.42 to the City as a result of unbilled services previously provided under the Prior Agreement, which sum shall be paid by the Board to the City on or before August 1, 2026 (“Remaining Payment”). This Agreement supersedes and replaces the Prior Agreement in all respects except that the Board shall pay the Remaining Payment on or before August 1, 2026, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement except for the Board’s obligation to pay the Remaining Payment which shall continue as stated herein. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2026, and expire on June 30, 2027 (the “Term”). Provided, however, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party. In the event of such termination, the Board shall pay on or before the date of termination all Costs set forth in Section D (1) of this Agreement, which Costs shall be prorated through the date of termination.
2. In the event either party determines that a modification of this Agreement is necessary, such party shall request in writing the other party to enter into discussions regarding the modification of this Agreement. Within five (5) business days of such request, the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party’s concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term, unless sooner terminated, as provided herein.

H. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: _____

Attest: _____

Title: _____

Secretary

THE CITY OF DALTON, GEORGIA

By: _____

Attest: _____

Title: Mayor, City of Dalton

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

6/22/2026

AGENDA ITEM

MOU with North Georgia Tennis Association

DEPARTMENT

Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Click or tap here to enter text.

FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

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

MOU agreement between North Georgia Tennis Association and Dalton Parks and Recreation for the use of the Lakeshore Tennis Facility

PHONE
706-278-9500

WEBSITE
www.daltonga.gov

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

Memorandum of Understanding
Between
The City of Dalton, Georgia
Parks and Recreation Department
And
North Georgia Tennis Association

This Agreement made and entered into this _____ day of _____, 2026 by and between PARKS AND RECREATION DEPARTMENT OF THE CITY OF DALTON, GEORGIA (the “CITY”) and THE NORTH GEORGIA TENNIS ASSOCIATION (the “NOGTA”).

GOALS AND OBJECTIVES

1. To establish a community program partnership between CITY and NOGTA.
2. To establish tennis facility protocols.
3. To advance and promote tennis in the Dalton area and surrounding communities.

A. RESPONSIBILITIES OF THE CITY

1. The CITY shall maintain the Lakeshore Tennis facility and surrounding grounds. Any maintenance that may disrupt scheduled play will be notified to NOGTA Board through the Tennis Director.
2. Concerns of maintenance issues and needs will be brought to the attention of the Superintendent of Facilities. The Superintendent shall delegate the maintenance operations.
3. Scheduling of the facility use for youth camps, youth clinics, adult clinics and special events will be a cooperative effort among the CITY and NOGTA with a priority given to CITY programs.
4. CITY shall promote NOGTA on the recreation department’s website, social media, and printed programs.
5. The CITY will allow NOGTA to have access to the CITY tennis house for NOGTA to conduct official association business.

B. RESPONSIBILITIES OF PARTNER

1. Yearly financial statement/budget will be provided to the Recreation Commission by April 1, of the current year.

2. Association By-laws and a yearly meeting calendar will be provided to the CITY by April 1, of the current year. Along with the meeting calendar, the Association shall provide a list of current Board Members and their roles.
3. NOGTA will provide Certificate of Liability Insurance with the CITY and Dalton Parks and Recreation Department listed as additional insured with a minimum coverage of \$1,000,000.00 per occurrence and general aggregate.
4. Support for CITY regarding publicity, promotion and cooperation whenever possible and feasible.
5. Park signage recognizing NOTA is permissible with permission from the CITY Recreation Superintendent and Recreation Director. Signage must be purchased by NOGTA.
6. NOTGA is encouraged to recruit tennis tournaments to use CITY facilities; however, NOTGA may not enter into a tournament contract without approval through the Recreation Commission, City Council and Mayor through a facility Agreement letter signed by all parties.
7. Work directly with CITY Tennis Director in relation to scheduling all NOGTA leagues. NOGTA will understand any and all mixers, socials, and league make-ups will be subject to court availability. Tennis Director will work with the NOGTA application to view daily schedules; however NOGTA will provide the CITY with updated information and requests in a timely manner.

C. ADDITIONAL AGREEMENTS:

1. Each party to this agreement is an independent entity with no indemnification to the other regarding liability.
2. Except as provided above, each party will maintain its own insurance for its program(s).
3. Activities initiated by NOGTA outside of leagues and tournaments that were previously agreed to will be considered on a case by case basis. Such activities must be presented to CITY Recreation Director and Recreation Commission in writing. This to include all camps, clinics, lessons, etc.
4. CITY designated staff member may attend NOGTA meetings to address any needs and/or concerns with the NOGTA executive board.
5. CITY staff will keep NOGTA up to date on partnership with Dalton Public Schools, Whitfield County Schools, and Christian Heritage regarding scheduling and facility needs. The CITY will prioritize school system facility use request(s). NOGTA will work with the CITY Tennis Director during the months of February, March, and April

with scheduling of courts regarding the needs of the CITY school partnerships and competitions. NOGTA will schedule any league play after 6:00pm in those months to allow for school matches to finish. In the event of a delay in school play NOGTA will not be allowed access to courts until completion of school matches.

6. This agreement constitutes the entire agreement between the parties and anything not in this agreement shall be approved by the current year Recreation Commission.

D. TERM

1. The term of this agreement shall be for one (1) year and shall commence on the date entered herein above.
2. This Agreement shall renew for additional terms of one (1) year. Provided, however, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

E. SEVERABILITY

Each provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE NORTH GEORGIA TENNIS ASSOCIATION

By: _____

Title: _____

THE CITY OF DALTON, GEORGIA

By: _____

Title: _____