



**MAYOR AND COUNCIL MEETING  
MONDAY, JUNE 16, 2025  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Presentations:**

1. Staff Reports

**Minutes:**

- [2.](#) Mayor and Council Minutes of June 2, 2025

**Unfinished Business:**

- [3.](#) Second Reading Ordinance 25-13 The Request of Alex Vital and John Davis Battle Ridge Land Company to Rezone from Transitional Commercial (C-4) To General Commercial (C-2) A Tract of Land Totaling 1.4 Acres Located At 323 N. Hamilton Street, Dalton, Georgia. Parcel (12-219-40-017).
- [4.](#) Second Reading Ordinance 25-14 The Request of Kelly Roy To Rezone from Transitional Commercial (C-4) To Limited Commercial (C-1A) A Tract of Land Totaling 0.07 Acres Located At 632 Oxford Street, Dalton, Georgia. Parcel (12-238-03-031).

**New Business:**

- [5.](#) License Agreement between the City of Dalton and North Georgia Fair Association
- [6.](#) License Agreement between the City of Dalton and the American Legion Post 112
- [7.](#) Agreement between the City of Dalton and the Dalton Board of Education for the School Resource Officer Program for 2025-2026
- [8.](#) FY2025 Budget Amendment #3.

9. First Reading Ordinance 25-15 - To Amend Chapter 50 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.
10. Executive Session - Real Estate

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JUNE 2, 2025

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Council member Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the agenda and moved item (3) Resolution to Honor the Life and Contributions of Raymond A. Elrod to the beginning of the agenda. The vote was unanimous in favor.

RESOLUTION 25-06 TO HONOR THE LIFE AND CONTRIBUTIONS OF RAYMOND A. ELROD, SR., TO THE CITY OF DALTON

Mayor Sams presented Resolution 25-06 to Honor the Life and Contributions of the late Mayor Raymond A. Elrod, Sr. to the family reading in part the Mayor and Council of the City of Dalton have determined the late Mayor Elrod and the legacy he left the community are worthy of high honor and recognition and hereby designate the City Hall Council Chambers as “Raymond A. Elrod, Sr. Council Chambers”. The designation was unveiled.

PUBLIC COMMENTARY

Virginia Countryman invited the Mayor and Council to her condominium regarding a complaint of items being kept at her residence verses others.

STAFF REPORTS

- Recreation Director Steve Roberts gave an update on John Davis swimming pool. Roberts stated the pool has now been open and he thanked several employees and departments for their work in helping to achieve the opening.
- City Administrator Andrew Parker thanked the City team for their contributions regarding the re-opening of the pool.
- Recreation Director Roberts also reported the firework show will be held on July 4<sup>th</sup> at Fairgrounds on Legion Drive.
- Municipal Court Clerk Jason James was presented a Proclamation from the Governor Office honoring Municipal Court Clerks Week in Georgia, specifically for the week of June 9-13, 2025, highlighting the vital role of Municipal Courts and their clerks in providing access to justice, ensuring public safety, and improving quality of life in Georgia. James thanked his staff for their hard work.

### MINUTES

The Mayor and Council reviewed the Regular meeting minutes of May 19, 2025. On the motion of Council member Goodlett, second Council member Lama, the minutes were approved. The vote was unanimous in favor.

### RESOLUTION 25-05 ADOPTING APPLICATION OF ACCELECOM GA, LLC.

City Administrator Andrew Parker presented Resolution 25-05 to adopt the application of Accelecom GA, LLC to construct and maintain certain Telecommunications Lines and Facilities in the City of Dalton. Parker stated that Accelecom Ga. LLC is a telecommunication provided and will comply with all applicable federal, state, and local laws and regulations in the placement of any lines and facilities including any local permitting requirements and pay to the City of Dalton due compensation in the amount of the maximum amount allowed by law as set forth in O.C.G.A. 46-5-1(b)(9) and O.C.G.A. 46-5-1(b) (19). On the motion of Council member Mock, second Council member Goodlett, the application was adopted. The vote was unanimous in favor.

### RESOLUTION 25-08 TO ACCEPT RIGHT OF WAY DEED FOR TOWNSHIP DRIVE

Public Works Director Chad Townsend presented Resolution 25-08 to accept a Right of Way Deed for Township Drive. Townsend stated the request is to accept the right of way for the newly constructed Township Drive located off Pleasant Grove Drive that currently serves as the access road to The Township at Hammond Creek. On the motion of Council member Goodlett, second Council member Mock, the Resolution was adopted. The vote was unanimous in favor.

### FRANKLIN STREET & VALLEY DRIVE STORMWATER BYPASS PROJECT CONTRACT CHANGE ORDER NO. 1

Public Works Director Chad Townsend presented Franklin Street & Valley Drive Stormwater Bypass Project Contract Change Order No. 1. Townsend stated with several items that were deleted or revised, the City will have a net saving of \$21,855.62. On the motion of Council member Farrow, second Council member Goodlett, the Change Order was adopted. The vote was unanimous in favor.

### PENTZ & CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT CONTRACT CHANGE ORDER NO. 1

Public Works Director Chad Townsend presented the Pentz & Cuyler Street Corridor Improvements Project Contract Change Order No. 1. Townsend stated the contract change order request is to extend the substantial construction completion deadline to July 31<sup>st</sup> 2025 in part due to the substantial amount of rain delays. On the motion of Council member Goodlett, second Council member Lama, the Change Order was adopted. The vote was unanimous in favor.

### ARCADIS TASK ORDER #014 - HAIGMILL LAKE TRAIL E&S PLANS

Public Works Director Chad Townsend presented Arcadis Task Order #014 - Haigmill Lake Trail E&S Plans. Townsend stated the Task Order is to produce a set of erosion control plans necessary to move forward with the paving of the Haigmill Lake Trail. On the motion of Council member Mock, second Council member Lama, the Task Order was adopted. The vote was unanimous in favor.

SPENCER STREET AND HAGEN STREET INTERSECTION TRAFFIC CONTROL  
CHANGE REQUEST

Public Works Director Chad Townsend presented a Traffic Control Change request for Spencer Street and Hagen Street Intersection. Townsend stated this request is to convert the existing two-way stop for Hagen Street traffic approaching the Spencer Street intersection into an all-way stop to mitigate the existing sight distance constraints. On the motion of Council member Lama, second Council member Goodlett, the Traffic Control Change request was approved. The vote was unanimous in favor.

CHANGE ORDER #1 WITH TCA CONTRACTORS ON ELECTRICAL REHAB PROJECT  
AT AIRPORT

Airport Director Andrew Wiersma presented Change Order #1 with TCA Contractors on the Electrical Rehab Project at Airport. Wiersma stated the Change Order will correct the Precision Approach Path Indicator (PAPI) from 2 light box units to 4 light box units. On the motion of Council member Lama, second Council member Farrow, the Change Order was approved. The vote was unanimous in favor.

KIMLEY-HORN IPO #6 FOR CONSTRUCTION PHASE SERVICES ON ELECTRICAL  
REHAB PROJECT AT AIRPORT

Airport Director Andrew Wiersma presented an agreement with Kimley-Horn IPO #6 For construction administration and inspection services during work on the electrical rehab contract with TCA Contractors, Inc. in the amount of \$99,997.38. On the motion of Council member Lama, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

KIMLEY-HORN IPO #7 FOR CONSTRUCTION PHASE SERVICES ON TAXIWAY  
REHAB PROJECT AT AIRPORT

Airport Director Andrew Wiersma presented an agreement with Kimley-Horn IPO #7 For Construction administration and inspection services during work on the airport taxiway rehab contract with C.W. Matthews Contracting Company, Inc. On the motion of Council member Lama, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

CONTRACT FOR TAXIWAY REHABILITATION CONSTRUCTION WITH C.W.  
MATTHEWS CONTRACTING COMPANY

Airport Director Andrew Wiersma presented a contract with C.W. Matthews Contracting Company Inc. for Taxiway Rehabilitation Construction in the amount of \$1,737,574.63. On the motion of Council member Lama, second Council member Mock, the Contract was approved. The vote was unanimous in favor.

REVIEW OF (2) NEW 2025 ALCOHOL BEVERAGE APPLICATIONS

Eleazar Arreguin from the City Clerks Office presented the following (2) 2025 Alcohol Applications:

1. Business Owner: The Bargain Barn, Inc.  
d/b/a: United Grocery Outlet #9  
Applicant: Salma Cuna  
Business Address: 918 Glenwood Ave.  
License Type: Package Beer, Package Wine (Retail Store)  
Disposition: New  
Staff Comments: None.

Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

On the motion of Council member Lama, second Council member Goodlett, the Application was approved. The vote was unanimous in favor.

2. Business Owner: Dejavu Club, LLC  
d/b/a: Dejavu  
Applicant: Maria Vargas Esquivel  
Business Address: 224 N. Hamilton St.  
License Type: Pouring Beer, Pouring Liquor (Bar)  
Disposition: New  
Staff Comments: None.

Have approvals from Fire Department, Code Enforcement and City Attorney's Office

PSC Recommendation: ☒ Approve

On the motion of Council member Mock, second Council member Farrow, the Application was approved. The vote was unanimous in favor.

CIVICPLUS CODIFICATION CONTRACT

City Administrator Andrew Parker presented a contract with Civicplus for Codification services. Parker stated the amended contract provides online supplements quarterly with one annual print and will allow for all adopted ordinances to be visible prior to codification. Parker stated the total cost is \$1375.00 annually. On the motion of Council member Goodlett, second Council member Farrow, the contract was approved. The vote was unanimous in favor.

FIRST READING ORDINANCE 25-13 - REZONING REQUEST OF ALEX VITAL AND JOHN DAVIS BATTLE RIDGE LAND COMPANY

The Mayor and Council held a First Reading of Ordinance 25-13 a request from Alex Vital and John Davis Battle Ridge Land Company to Rezone from Transitional Commercial (C-4) To General Commercial (C-2) A Tract of Land Totaling 1.4 Acres Located At 323 N. Hamilton Street, Dalton, Georgia. Parcel (12-219-40-017). Northwest Georgia Regional Commission's Assistant Planning Director Ethan Calhoun stated the request received a positive recommendation from the Planning Commission.

FIRST READING ORDINANCE 25-14 – REZONING REQUEST OF KELLY ROY

The Mayor and Council held a First Reading of Ordinance 25-14 The Request of Kelly Roy To Rezone from Transitional Commercial (C-4) To Limited Commercial (C-1A) A Tract of Land Totaling 0.07 Acres Located At 632 Oxford Street, Dalton, Georgia. Parcel (12-238-03-031). Northwest Georgia Regional Commission's Assistant Planning Director Ethan Calhoun stated the request received a positive recommendation from the Planning Commission.

DALTON POLICE DEPARTMENT FIRE ALARM MONITORING AGREEMENT WITH JOHNSON CONTROLS

Police Chief Cliff Cason presented an agreement with Johnson Controls for Fire Alarm Monitoring at the new police property and evidence building. On the motion of Council member Mock, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Mock, second Council member Farrow the meeting was adjourned at 6:48 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



# CITY COUNCIL AGENDA REQUEST

## MEETING TYPE

Mayor & Council Meeting

## MEETING DATE

6/16/2025

## AGENDA ITEM

Second Reading Ordinance 25-13 - The request of Alex Vital and John Davis Battle Ridge Land Company to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 1.4 acres located at 323 N. Hamilton Street, Dalton, Georgia. Parcel (12-219-40-017)

## DEPARTMENT

Planning and Zoning

## REQUESTED BY

Alex Vital and John Davis

## REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

## COST

N/A

## FUNDING SOURCE IF NOT IN BUDGET

N/A

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

See the attached staff analysis and Planning Commission recommendation to approve.

### PHONE

706-278-9500

### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722



## **ORDINANCE NO. 25-13**

To rezone property of Battle Ridge Land Company, LLLP from a Transitional Commercial (C-4) Classification to a General Commercial (C-2) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Alex Vital and John Davis, as authorized agents of Battle Ridge Land Company, LLLP, have petitioned for rezoning of certain real property owned by Battle Ridge Land Company, LLLP from C-4 classification to C-2 classification;

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

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

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

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

### **Section 1.**

The real property located within the city limits, which is identified as Tax Parcel No. 12-219-40-017 (the “Property”), is hereby rezoned from C-4 classification to C-2 classification.

### **Section 2.**

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

### **Section 3.**

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

### **Section 4.**

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

**Section 5.**

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

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

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

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 20, 2025

**A. SUBJECT: The request of Alex Vital and John Davis Battle Ridge Land Company to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 1.4 acres located at 323 N. Hamilton Street, Dalton, Georgia. Parcel (12-219-40-017)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 19, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Alex Vital.

**Public Hearing Summary:**

Tyler White summarized the staff analysis which recommended approval for the request C-2 rezoning. There were no further questions for White.

Alex Vital stated he was using the property as an event center, but the city shut it down due to incorrect zoning of the property. Chairman Lidderdale asked what the property was before Vital attempted to make it an event center. Vital stated that it was a bar and restaurant.

There were no further comments and Chairman Lidderdale closed the public hearing at 6:50 pm.

**Recommendation:**

**Chairman Lidderdale sought a motion for the rezoning. Octavio Perez made a motion to approve the C-2 rezoning, and Eric Barr seconded. There was a unanimous recommendation to approve the C-2 rezoning 3-0.**

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

**ZONING CASE:** John Davis and Alex Vital are seeking to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land (parcel 12-249-40-017) containing a total of 1.4 acres located at 323 North Hamilton Street. **The subject property is currently developed with a commercial building:** The petitioner's request to rezone was made in order to use the property as a child care learning center and event center.

The surrounding uses and zoning are as follows: The subject property is entirely surrounded by commercial zoning and development, with the exception of the adjacent manufacturing district. The C-2 zone district is adjacent to the subject property to the north across the railway.

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

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The subject property has been developed for commercial use for several decades. All adjacent zoning and development is commercial or manufacturing. The C-3 zone district can be seen near the subject property to the south, but the C-3 zone district is not adjacent to the subject property. Based on the location of the subject property at the point of convergence of the C-4 and C-2 zone districts, the proposed rezoning and use of the subject property would not be out of character with this area. The proposed use of the subject property would occur in the existing structures, totaling 4,000 square feet.

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

Based on the limiting factors of the subject property's size and existing structures, there is little expectation for land uses that would have a negative impact on the adjacent and nearby properties. The entire area surrounding the subject property is zoned and developed for commercial and manufacturing. The structures on the subject property are non-conforming in the current C-4 zone district and will remain non-conforming in the proposed C-2 zone district, meaning that the existing building cannot be enlarged in either zone district.

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

There are many uses for the subject property within the existing C-4 zone district, but the proposed use of the subject property may be a good fit based on its location and abundance of off-street parking.

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

There are no expectations for a burden on public utilities based on the existing commercial character of the area and the limited size of the subject property. Improvements have been made to create significant off-street parking on this property of approximately 54 spaces, including aisles. With the subject property near the downtown historic district, there are additional on-street parking spaces adjacent to the subject property. Based on the proposed use of the subject property compared to the gross floor area of the existing structures, there should be ample parking area.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Downtown Town Center character area. This character area is intended to promote the expansion of the central business district zone as the historic downtown grows. The subject property lies on the periphery of the C-4 zone district and abuts the C-2 zone district, which indicates this area is transitional. While the C-2 zone district does allow for a broader list of permitted uses, the limited size and existing development of the subject property lead this planner to believe the character of the subject property will remain the same.

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

The proposed C-2 rezoning would, if approved, enlarge the adjacent C-2 zone district.

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

N/A

**CONCLUSION:**

The staff can provide a recommendation to approve the C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the subject property to be zoned similarly to neighboring properties in this area and allow for a reasonable use of the subject property at this location.
2. The proposed C-2 rezoning would not conflict with the intent of the Downtown character area in the Comprehensive Plan based on the established zoning and development pattern of this area and the adjacent C-2 zone district.
3. The C-2 zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the adjacent commercial and manufacturing zone districts.

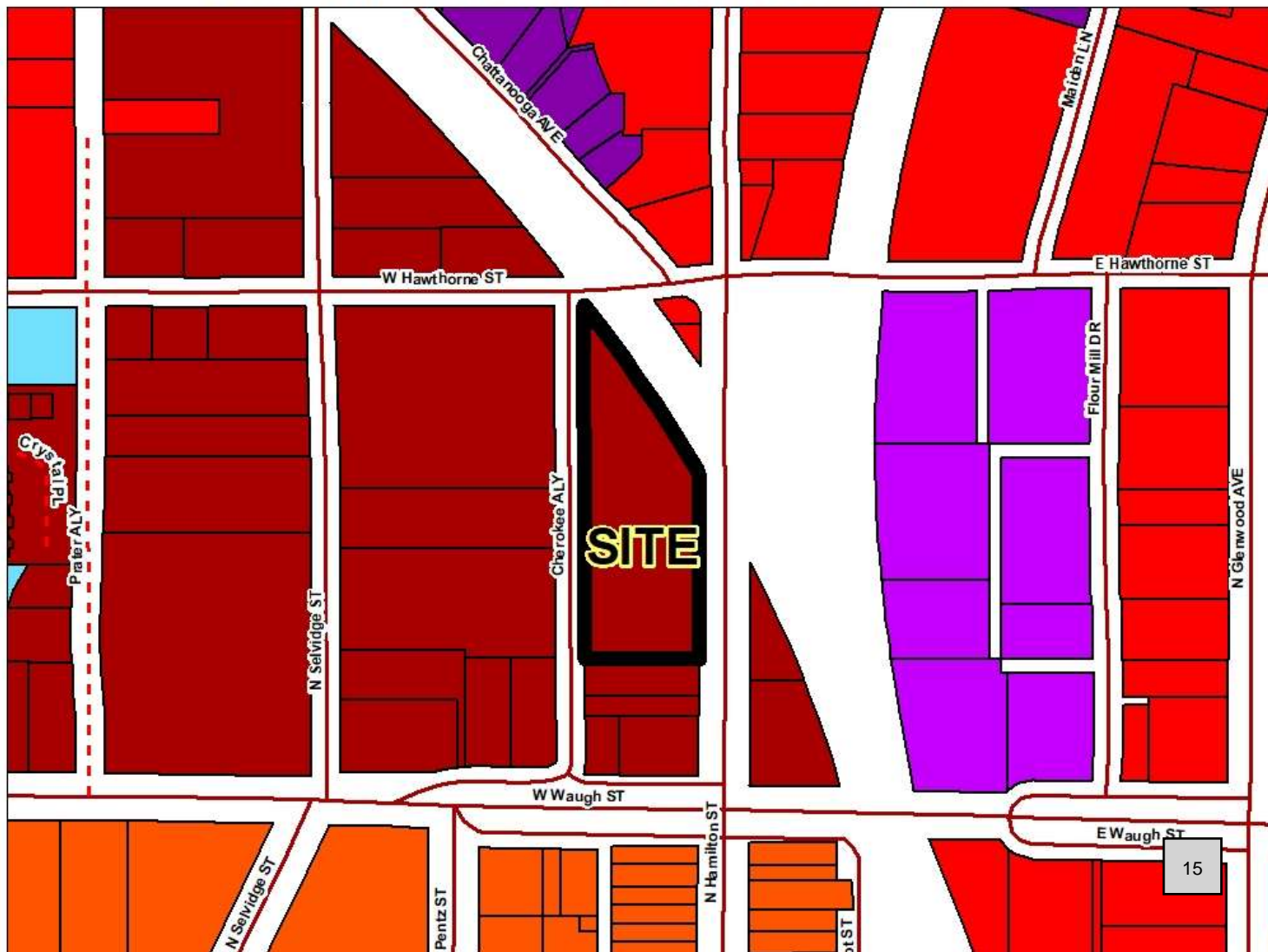
Davis-Vital Rezoning Request  
C-4, Transitional Commercial  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION



**ZONING**

-  General Commercial (C-2)
-  General Commercial (C-2) Cond
-  Central Business District (C-3)
-  Transitional Commercial (C-4)
-  Mixed Use (MU)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

**FEET**  
**250**

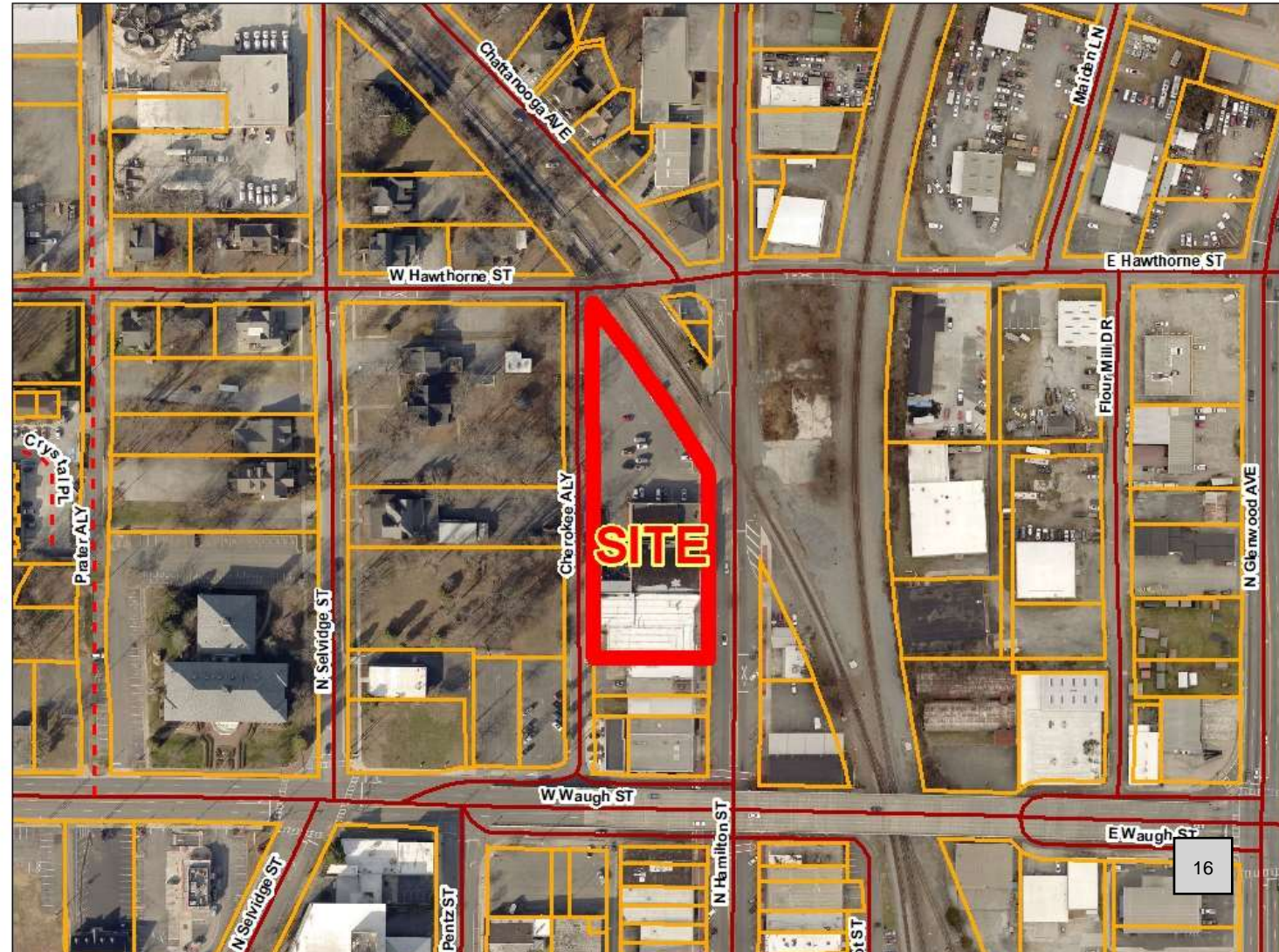






**Davis-Vital Rezoning Request  
C-4, Transitional Commercial  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION**

**FEET  
250**







**Davis-Vital Rezoning Request  
C-4, Transitional Commercial  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION**

**FEET  
125**



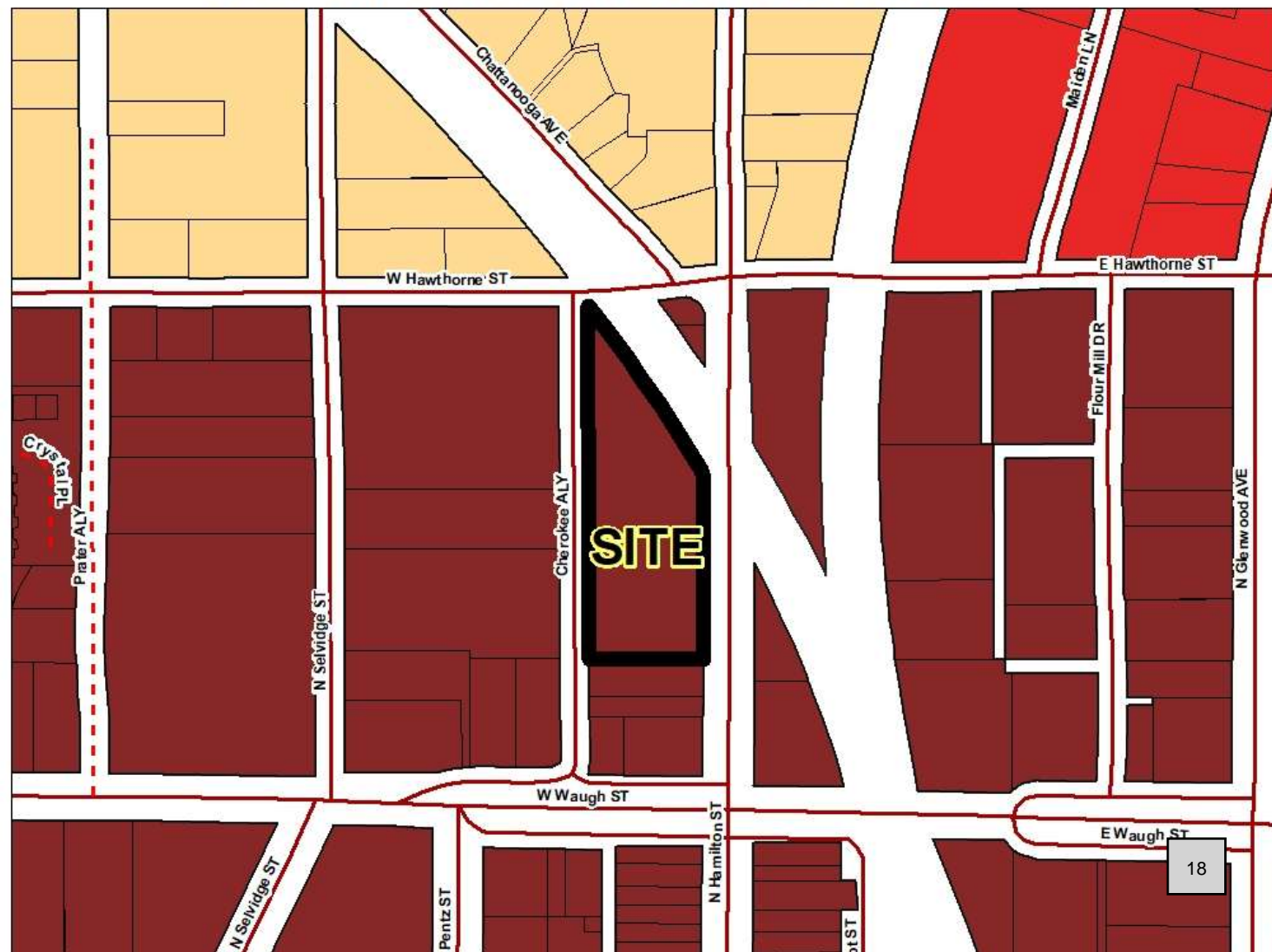
Davis-Vital Rezoning Request  
C-4, Transitional Commercial  
to  
C-2, General Commercial  
CITY OF DALTON JURISDICTION



**FUTURE DEVELOPMENT MAP**

-  Commercial Corridor
-  Downtown/Town Center
-  Town Neighborhood Revitalization

**FEET  
250**





## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

6/16/2025

### AGENDA ITEM

Second Reading Ordinance 25-14 - The request of Kelly Roy to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.07 acres located at 632 Oxford Street, Dalton, Georgia. Parcel (12-238-03-031)

### DEPARTMENT

Planning and Zoning

### REQUESTED BY

Kelly Roy

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

N/A

### FUNDING SOURCE IF NOT IN BUDGET

N/A

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

See the attached staff analysis and Planning Commission recommendation to approve.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## **ORDINANCE NO. 25-14**

To rezone property of Kelly Roy from a Transitional Commercial (C-4) Classification to a Limited Commercial (C-1A) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Kelly Roy has petitioned for rezoning of certain real property he owns from C-4 classification to C-1A classification;

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

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

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

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

### **Section 1.**

The real property located within the city limits, which is identified as Tax Parcel No. 12-238-03-031 (the "Property"), is hereby rezoned from C-4 classification to C-1A classification.

### **Section 2.**

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

### **Section 3.**

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

### **Section 4.**

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



**Section 5.**

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

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

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

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION**  
**503 WEST WAUGH STREET**  
**DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 20, 2025

**A. SUBJECT: The request of Kelly Roy to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.07 acres located at 632 Oxford Street, Dalton, Georgia. Parcel (12-238-03-031)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 19, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Kelly Roy.

**Public Hearing Summary:**

Tyler White summarized the staff analysis which recommended approval for the C-1A rezoning. There were no further questions for White.

Kelly Roy stated that he may want to place a short-term rental property on the lot. Roy mentioned that he would like to reach out to the neighboring church to see if he can purchase some land to help with set-backs. Jody McClurg asked if Roy owned any of the neighboring properties. Roy stated that he did not.

There were no further comments and Chairman Lidderdale closed the public hearing at 6:53 pm.

**Recommendation:**

**Chairman Lidderdale sought a motion for the rezoning. Octavio Perez made a motion to approve the C-1A rezoning, and Jody McClurg seconded. There was a unanimous recommendation to approve the C-1A rezoning 3-0.**

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

**ZONING CASE:** Kelly Roy is seeking to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land (parcel 12-238-03-031) containing a total of 0.07 acres located along the west R/W of Oxford Street. The subject property is currently undeveloped. The petitioner's request to rezone was made in order to develop the subject property for either commercial or residential use.

The surrounding uses and zoning are as follows: The subject property is entirely surrounded by the C-4 zone district and commercial development.

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

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The subject property is an undeveloped lot. While the subject property is greatly limited by its size, there are no minimum lot sizes in either the C-4 or C-1A zone districts. The setbacks in both C-4 and C-1A are identical, so the buildable area of the subject property would remain the same if it were rezoned. The only notable opportunity offered to the subject property in the C-1A zone district, which is not allowed in the C-4 district, is the option for residential development. Development of the subject property will be challenging regardless of the zone district due to the size and shape of the subject property. With a lot width of only 30' and two 10' side setbacks, the maximum building width for any structure would be 10'.

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

The area surrounding the subject property is entirely commercial in zoning and development, with the exception of three non-conforming single-family detached dwellings. There is no expectation that the proposed rezoning would have any negative impact on any adjacent or nearby properties. Even if the subject property were rezoned C-1A and developed for residential use, there would be no buffer imposed on the adjacent commercial properties due to the commercial zoning of the subject property.

**(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 hardship affecting the subject property can be attributed to its size and shape, regardless of its zoning classification. The only benefit of the C-1A zone district at this location would be the opportunity for residential development, as the setbacks are identical to the current C-4 zone district. Ideally, the subject property should be combined with an adjacent property or enlarged by the purchase of additional land from an adjoining lot to create a more functional property.

**(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-1A) amendment, if adopted or approved, would result in**

**a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

There are no expectations for a burden on public utilities based on the existing commercial character of the area and the limited size of the subject property. Any new development would be required to adhere to setbacks and off-street parking requirements. However, it is unlikely that the subject property could provide more than three parking spaces due to the narrow lot size and limited buildable area.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Downtown Town Center character area. This character area is intended to promote the expansion of the central business district zone as the historic downtown grows. The subject property lies within the C-4 zone district, which is intended to serve as a transition from the downtown district to more conventional commercial districts such as C-2. Based on a lack of pedestrian infrastructure and a notable distance to the C-3 zone district, either the C-4 or C-1A zone district would be a reasonable use of the subject property, when considering the intent of the Joint Comprehensive Plan and Future Development Map.

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

The proposed C-1A rezoning would create an island of C-1A, but the C-1A and C-4 zone districts are highly compatible and share a number of permitted uses. There is no concern for spot zoning or an entering wedge at this location based upon the established zoning and development pattern.

**(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-1A rezoning of the subject property based on the following factors:

1. The requested C-1A zone district would allow for the subject property to be zoned similarly to nearby properties in this area and allow for a reasonable use of the subject property at this location.
2. The proposed C-1A rezoning would not conflict with the intent of the Downtown character area in the Comprehensive Plan based on the established zoning and development pattern of this area and the nearby C-1A zone district.



3. The C-1A zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the adjacent commercial and nearby residential development.

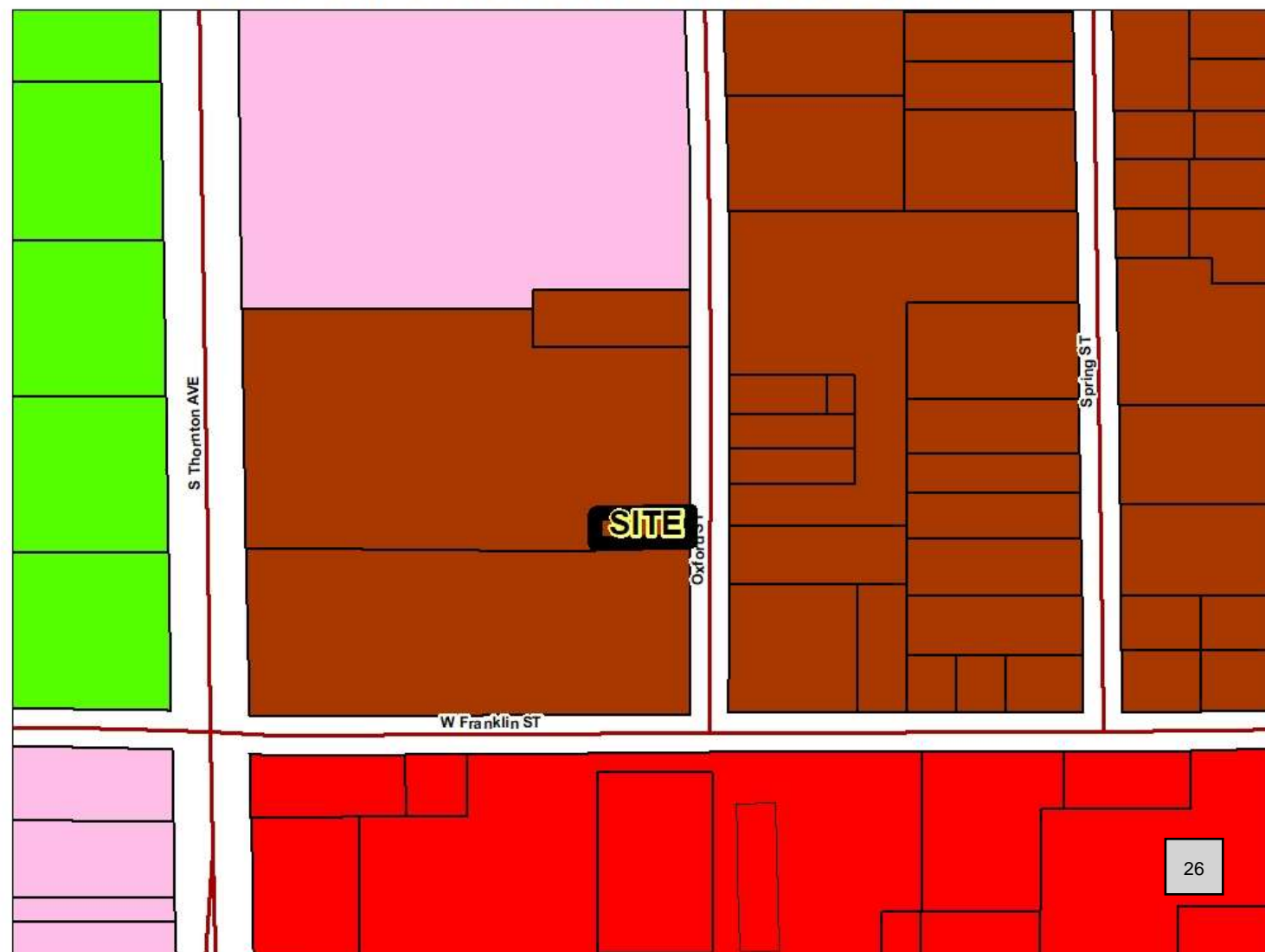
**Roy Rezoning Request**  
**C-4, Transitional Commercial**  
**to**  
**C-1A, Limited Commercial**  
**CITY OF DALTON JURISDICTION**



**ZONING**

-  Low Density Single Family Residential (R-2)
-  High Density Residential (R-7)
-  Limited Commercial (C-1A)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)

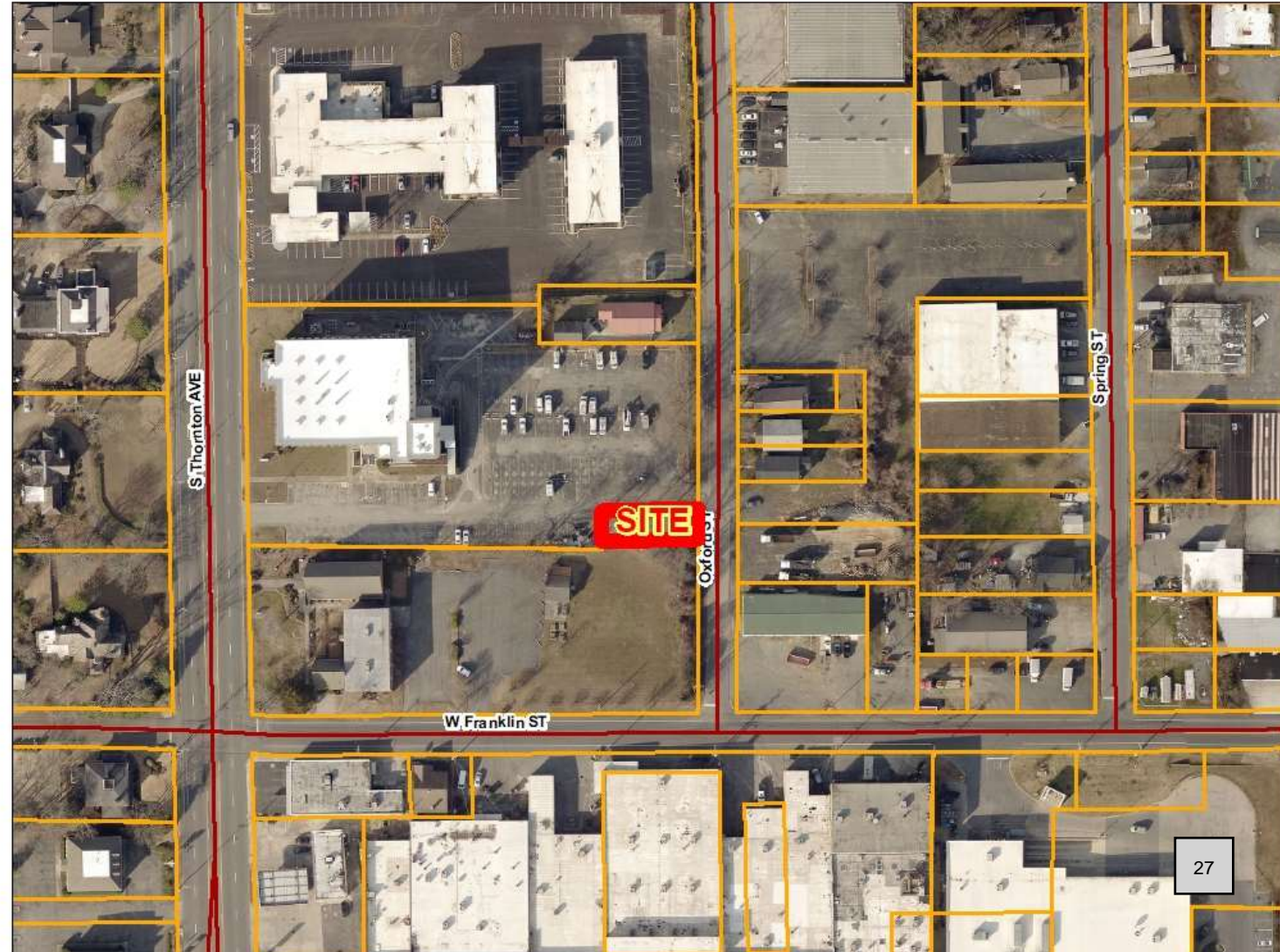
**FEET**  
**150**



**Roy Rezoning Request  
C-4, Transitional Commercial  
to  
C-1A, Limited Commercial  
CITY OF DALTON JURISDICTION**



**FEET  
150**





**Roy Rezoning Request  
C-4, Transitional Commercial  
to  
C-1A, Limited Commercial  
CITY OF DALTON JURISDICTION**



**FEET  
50**



Roy Rezoning Request  
C-4, Transitional Commercial  
to  
C-1A, Limited Commercial  
CITY OF DALTON JURISDICTION



**ZONING**

	Commercial
	Downtown/Town Center
	Town Neighborhood

**FEET**  
**150**





## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

6/16/2025

### AGENDA ITEM

License Agreement-North Georgia Fairground Association

### DEPARTMENT

Administration

### REQUESTED BY

Todd Pangle

### 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:

Agreement between City and North Georgia Fairground Association for use of the fairgrounds to host the July 4th activities and fireworks display.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **The North Georgia Fair Association, Inc.**, a Georgia non-profit corporation, (the “NGFA”) and the **City of Dalton, Georgia** (the “City”) (the City and NGFA may be hereinafter each referenced as “Party” or collectively as the “Parties”);

**WHEREAS**, NGFA is the owner of certain real property located at 500 Legion Drive, Dalton, Georgia, which consists of approximately 32.14 Acres and is also referenced as Tax Parcel 12-180-02-000 (the “Premises”);

**WHEREAS**, NGFA and the City desire that the City hold its annual 4<sup>th</sup> of July celebration and fireworks display on the Premises;

**WHEREAS**, NGFA is willing to grant the City a license to use the Premises pursuant to the terms of this Agreement;

**NOW THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals above are hereby incorporated herein by reference and made a part of this Agreement.
2. License Grant. Subject to the terms and conditions of this Agreement, NGFA hereby grants the City an irrevocable, exclusive, and transferable license to use the Premises from 12:00a.m. on July 3, 2025 to 11:59pm. on July 5, 2025 (“Term”), and a nonexclusive license for seven business days following the Term in order to complete any cleaning or debris removal.
3. Use. NGFA acknowledges that the City will use the Premises for its Independence Day Celebration and uses incidental thereto, including but not limited to access to and use by members of the public and a fireworks display.
4. Parking. The City shall prohibit public parking on the Premises during the Term.
5. Obligations of the City. The City shall remove all trash and debris from the Premises within seven (7) business days following expiration of the Term.
6. Representations and Covenants of NGFA. In addition to the other covenants and obligations set forth herein, NGFA shall: grant peaceable possession of the Premises to the City during the Term and indemnify and hold harmless the City from and against all costs, losses, expenses, liabilities and claims of any kind, including reasonable attorney's fees, arising out of failure of NGFA to perform any term or condition of this Agreement; failure to make the Premises safe; failure to warn of any dangerous or defective condition on the Premises; and any other claim of whatsoever kind or nature which arises or accrues



during the Term.

7. No Other Agreements. It is expressly understood and agreed by the Parties hereto that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties with respect to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that no amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all Parties.
8. Severability. If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement shall not be affected thereby.
9. Captions. The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
10. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement.

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

**City of Dalton, Georgia**

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**North Georgia Fair Association, Inc.**

By: Rick P. Pippin

Print Name: Rick P. Pippin

Title: Manager





## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

6/16/2025

### AGENDA ITEM

Agreement between the City of Dalton and the American Legion Post 112

### DEPARTMENT

Administration

### REQUESTED BY

Todd Pangle

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

\$500

### FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Agreement with the American Legion for the City use of the Premises for public parking for the 4th of July celebration and fireworks display held by the City.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

#### ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") is made and entered into this the 12 day of JUNE, 2025, by and between **The American Legion Post 112, Dalton, Georgia.**, a non-profit corporation, (the "American Legion") and the **City of Dalton, Georgia** (the "City") (the City and the American Legion may be hereinafter each referenced as "Party" or collectively as the "Parties");

**WHEREAS**, the American Legion is the owner of certain real property consisting of approximately 8.3 acres located at 1118 North Glenwood Avenue, Dalton, Georgia, which is also referenced as Tax Parcel 12-180-03-000, and which includes certain grass, gravel, and paved parking areas (such parking areas are hereinafter referenced as the "Premises");

**WHEREAS**, the American Legion and the City desire that the City use the Premises for public parking for the 4<sup>th</sup> of July celebration and fireworks display held by the City;

**WHEREAS**, the American Legion is willing to grant the City a license to use the Premises pursuant to the terms of this Agreement;

**NOW THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals above are hereby incorporated herein by reference and made a part of this Agreement.
2. License Grant. Subject to the terms and conditions of this Agreement, the American Legion hereby grants the City an irrevocable, exclusive, and transferable license to use the Premises from 12:00a.m. on July 3, 2025 to 11:59pm. on July 5, 2025 ("Term"), and a nonexclusive license for seven business days following the Term in order to complete any cleaning or debris removal.
3. Use. The American Legion acknowledges that the City will use the Premises for parking for its Independence Day Celebration, including but not limited to the gravel parking area on the Premises, and that members of the public will be invited to and traverse upon the Premises during the Term.
4. Payment. As consideration for use of the Premises, the City shall pay to the American Legion the sum of five hundred dollars (\$500.00).
5. Additional obligations of the City. The City shall remove all trash and debris from the Premises and mow the grass at the Premises one time within seven (7) business days following expiration of the Term.
6. Representations and Covenants of the American Legion. In addition to the other covenants and obligations set forth herein, American Legion shall grant peaceable

possession of the Premises to the City during the Term and indemnify and hold harmless the City from and against all costs, losses, expenses, liabilities and claims of any kind, including reasonable attorney's fees, arising out of failure of American Legion to perform any term or condition of this Agreement; failure to make the Premises safe; failure to warn of any dangerous or defective condition on the Premises; and any other claim of whatsoever kind or nature which arises or accrues during the Term.

7. No Other Agreements. It is expressly understood and agreed by the Parties hereto that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties with respect to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that no amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all Parties.
8. Severability. If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement shall not be affected thereby.
9. Captions. The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
10. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement.

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

**City of Dalton, Georgia**

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**American Legion Post 112 Dalton,  
Georgia**

By: Jim Louain

Print Name: JIM LOUAIN

Title: COMMANDER



## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

6/16/2025

### AGENDA ITEM

School Resource Officer Contract for 2025-2026 School Year

### DEPARTMENT

Police Department

### REQUESTED BY

Chief Cliff Cason

### REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

### COST

\$737,363 to be reimbursed at 75% for 7 officers and 50% for 1 officer

### FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

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

Approval of the 2025-2026 School Resource Officer Contract between the City of Dalton and Dalton Public Schools.

#### PHONE

706-278-9500

#### WEBSITE

[www.daltonga.gov](http://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 \_\_\_\_\_, 2025 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 eight (8) School Resource Officers ("SROs" or "SRO,") one of which is to be an SRO Sergeant, to Dalton Public Schools, as resources are available. 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: Two officers will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School and The Dalton Academy, one officer will be assigned to serve Hammond Creek Middle School, Three (3) officers will be assigned to serve the elementary schools. The SRO Sergeant will 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 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 shall 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.

## **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 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 reimburse the City for 75% of the personnel and associated costs for the (7) SROs (including the SRO Supervisor), and 50% for one (1) SRO, an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs for seven (7) SROs and 50% for one (1) SRO, even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February

and August during the term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may 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.

#### **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.

#### **F. 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 \_\_\_\_\_ 2025. This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2025 and expire on June 30, 2026 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.



2. In the event either party determines that a modification of this Agreement is necessary, such party shall request 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.

#### G. 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: [Signature]  
Title: BOE CHAIR

Attest: [Signature]  
Secretary

THE CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
Title: Mayor, City of Dalton

Attest: \_\_\_\_\_  
City Clerk

## Exhibit "A"

### Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with eight (8) SROs, one of which is an SRO Supervisor.

Salaries	\$523,099.20
FICA/Medicare	\$51,222.90
Empower Retirement	\$52,309.92
POAB	\$2,940.00
Workers' Comp Insurance	\$6,337.10
Hosp. Insurance	\$69,540.00
Life & Disability Ins	\$2,814.20
Uniforms	\$4,200.00
Training	\$13,000.00
Fuel	\$11,900.00
Total	\$737,363.32
DPS Respons. (7 X 75%) (1x50%)	\$554,212.24



# CITY COUNCIL AGENDA REQUEST

## MEETING TYPE

**Mayor & Council Meeting**

MEETING DATE      **JUNE 16, 2025**

## AGENDA ITEM

**Budget Amendment #3**

## DEPARTMENT

**Finance**

## REQUESTED BY

**Cindy Jackson**

## REVIEWED/APPROVED BY CITY ATTORNEY?

**No**

COST **\$72,300 (GENERAL FUND)**

## FUNDING SOURCE IF NOT IN BUDGET

## FUND BALANCE RESERVE

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

**BUDGET AMENDMENT FOR GENERAL FUND, CAPITAL PROJECTS BONDED, 2024 SPLOST, CIP FUND, CDBG, AND 2015 SPLOST. TO ADJUST FOR ADDITIONAL FUNDING, ESTIMATED INTEREST EARNINGS, CONTRACTS AWARDED, AND BUILDING REPAIRS.**

## PHONE

706-278-9500

## WEBSITE

[www.daltonga.gov](http://www.daltonga.gov)

## ADDRESS

300 W Waugh Street  
PO Box 1205 Dalton,  
Georgia 30722

**2025 Budget Amendment  
Budget Amendment #3**

<b>GENERAL FUND</b>		<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Revenue LMIG	\$ 545,000	(1)	
	<u>\$ 545,000</u>		
<b>Expenditures &amp; Transfers-out</b>			
Building repairs	\$ 13,000	(2)	
Infrastructure	125,000	(3)	
Infrastructure	25,000	(4)	
Non-departmental audit	6,800	(5)	
Transfer out - 2024 SPLOST	545,000	(1)	
Contingency	(97,500)		
	<u>\$ 617,300</u>		
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><b>\$ (72,300)</b></u>		

<b>(1)</b>	Additional LMIG from State of Georgia earmarked for paving
<b>(2)</b>	Termite treatment for Emery Center and Dalton-Whitfield Day Care buildings
<b>(3)</b>	Arcadis Contract for West Hill Columbarium - Cemetery Master Plan
<b>(4)</b>	Nuisance Abatement program
<b>(5)</b>	Hotel - Motel tax audit - Estes & Walcott

<b>Capital Projects Bonded</b>		<b>(Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Interest income	\$ 137,000	(1)	
	<u>\$ 137,000</u>		
<b>Expenditures &amp; Transfers-out</b>			
Reserved for arbitrage	\$ 137,000	(1)	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><b>\$ -</b></u>		

<b>(1)</b>	To adjust estimated interest earnings through September
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<b>2024 SPLOST Fund</b>		<b>(Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Transfer in - general fund	\$ 545,000	(1)	
	<u>\$ 545,000</u>		
<b>Expenditures &amp; Transfers-out</b>			
Roads - streets 2024 paving	\$ 545,000	(1)	
	<u>\$ 545,000</u>		
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><b>\$ -</b></u>		

<b>(1)</b>	Additional LMIG from State of Georgia earmarked for paving
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**2025 Budget Amendment  
Budget Amendment #3**

<b>Capital Projects Fund</b>		<b>(Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Interest income	\$ 100,000	(1)
	<u>\$ 100,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Equipment	\$ 40,000	(2)
	<u>\$ 40,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 60,000</u></u>	

<b>(1)</b>	Estimated interest income through September
<b>(2)</b>	Copiers for Finance, City Clerk, HR, and MC

<b>CDBG FUND</b>		<b>Increase (Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Federal grant revenue	\$ 312,286	(1)
	<u>\$ 312,286</u>	
<b>Expenditures &amp; Transfers-out</b>		
Public facilities	\$ 209,829	(1)
Public service	40,000	(1)
Administrative	62,457	(1)
	<u>\$ 312,286</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

<b>(1)</b>	2025 - 2026 CDBG Funding
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<b>2015 SPLOST FUND</b>		<b>Increase (Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Interest Earnings	\$ 13,000	(1)
	<u>\$ 13,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Public Works projects	\$ 13,000	(1)
	<u>\$ 13,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

<b>(1)</b>	To record estimated interest earnings through September
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## CITY COUNCIL AGENDA REQUEST

### MEETING TYPE

Mayor & Council Meeting

### MEETING DATE

6/16/2025

### AGENDA ITEM

First Reading Ordinance 25-15

### DEPARTMENT

Administration

### REQUESTED BY

Todd Pangle

### 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:

First Reading Ordinance 25-15 - To Amend Chapter 50 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

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## ORDINANCE 25-15

To Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Environment" by Amending Section 50-209 Captioned "Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices"; 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 50 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Environment," Section 209 Captioned "Minimum requirements for erosion, sedimentation and pollution control using best management practices," is hereby amended by striking, repealing and deleting Section 50-209 (a) and Section 50-209 (b)(1) in their entirety and substituting in lieu thereof a new Section 50-209(a) and Section 50-209 (b)(1) which shall read as follows:

(a) *General provisions.* Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this article shall contain provisions for application of soil erosion and sedimentation control measures and practices. The provisions shall be incorporated into the erosion sedimentation and pollution control plans. Soil erosion and sedimentation control measures and practices shall conform to the minimum requirements of 50-209 (b) and (c) of this article. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES general permit.

(b) *Minimum requirements/BMP's.*

(1) Best management practices as set forth in this subsection (b) and section 50-209 (c) of this article shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar

terms contained in a permit for the discharge of stormwater issued pursuant to O.C.G.A. § 12-5-30(f). As used in this subsection, the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic-design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6(b).

**Section 2.**

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 3.**

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

**Section 4.**

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

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK