



**MAYOR AND COUNCIL MEETING  
MONDAY, JUNE 06, 2022  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please Complete Public Commentary Contact Card for the Record)*

**Minutes:**

1. Mayor & Council Minutes of May 16, 2022

**Unfinished Business:**

2. Second Reading Ordinance 22-07 An Ordinance To Amend “The Mayor And Council Of The City Of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination Of Employment; Pension To Cease If Again Placed On Payroll;” To Provide An Effective Date; To Provide For Severability; And For Other Purposes.

**New Business:**

3. (6) New 2022 Alcohol Applications
4. Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way - Grease Trap at 229 North Hamilton Street
5. CDBG Meals Program Agreement with Brotown, LLC
6. Agreement Between The City of Dalton, Georgia And The Dalton Board of Education For The School Resource Officer Program
7. Ordinance 22-15 The request of Charles Meyers and Johnny Washington to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.87 acres located on New Doris Street, Dalton, GA. Parcels (12-255-03-036 and 12-255-03-040).
8. First Reading Ordinance 22-16 An Ordinance To Repeal Subsection (1) “Initial Applications” Of Section 6-7 Of The Revised Code Of 2001 For The Purpose Of Consolidating Consideration Of All Applications For License For The Sale Of Alcoholic Beverages At The Mayor And Council; To Repeal Conflicting Laws And Regulations; To Establish An Effective Date; And For Other Purposes.

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MAY 16, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Sams and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller. Council member Tyree Goodlett was absent.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Sams, second Council member Mock, the Agenda dated May 16, 2022 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

Chairman of the Downtown Development Authority T.J. Kaikobad presented Northwest, Southeast and Dalton Academy Soccer teams with the proceeds from concessions from the viewing party of the soccer title games. Kaikabod stated thank you for giving us one more thing to be proud of Dalton.

PROCLAMATIONS

Historic Preservation Month - May 2022

The Mayor and Council proclaimed May 2022 as Dalton Historic Preservation Month in the City of Dalton and proudly recognized the local Historic Preservation Commission for their dedicated efforts so that historic resources in the city can be preserved for future generations.

SPECIAL RECOGNITIONS

Cathy Snyder, a member of the Historic Preservation Commission, presented the 2021 Historic Preservation Commission Outstanding Preservation Project to Barrett Development for 307 South Hamilton Street - Belk Gallant Building.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of May 2, 2022. On the motion of Council member Sams, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council also reviewed the Work Session Minutes of May 5, 2022. On the motion of Council member Mock, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 22-09 – HOME RULE AMENDMENT/LEASING OF PROPERTY

On the motion of Council member Mock, second Council member Sams, the Mayor and Council adopted Second Reading Ordinance 22-09 To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes. The vote was unanimous in favor.

APPOINTMENT - HISTORIC PRESERVATION COMMISSION

On the motion of Council member Sams, second Council member Farrow, the Mayor and Council Appointed Elizabeth Caperton to the Historic Preservation Commission to fill the Unexpired 3-Year Term of Carolyn Roan to Expire February 1, 2024. The vote was unanimous in favor.

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING 2022-2023

City Administrator Andrew Parker presented the Georgia Classic Main Streets Program Memorandum of Understanding 2022-2023 between the Department of Community Affairs and the City of Dalton. Parker stated the MOU is an agreement to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program. A copy of this MOU is a part of these minutes. On the motion of Council member Mock, second Council member Sams, the MOU was approved. The vote was unanimous in favor.

WORK CONTRACT WITH GRADE 1 UNDERGROUND, INC.

Airport Director Andrew Wiersma presented the Work contract with Grade 1 Underground, Inc. to install a required fire hydrant and associated piping, pit and backflow prevention device at the Dalton Airport in the amount of \$37,303.97. Wiersma stated the expense will be 90% reimbursed by a Federal infrastructure improvement grant in FY23 and the final 10% local match will be \$3730.40. On the motion of Council member Mock, second Council member Sams, the Contract was approved. The vote was unanimous in favor.

FIRST READING ORDINANCE 22-07 – PENSION PLAN AMENDMENT

The Mayor and Council held a first reading of Ordinance 22-07 An Ordinance to Amend by Home Rule “The Mayor and Council of The City of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination of Employment; Pension to Cease If Again Placed on Payroll;” To Provide an Effective Date; To Provide for Severability; And for Other Purposes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:16 p.m.

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

\_\_\_\_\_  
David Pennington, Mayor

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** June 6, 2022

**Agenda Item:** Ordinance 22-07 – 2<sup>nd</sup> Reading

**Department:** Human Resources

**Requested By:** Greg Batts

**Reviewed/Approved by City Attorney?** Yes

**Cost:** -0-

**Funding Source if Not in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Amend the Mayor and Council of the City of Dalton Employees' Pension Plan to allow official Retirees to be rehired for up to a maximum of 16 hours per week

**CITY OF DALTON**  
**ORDINANCE**  
**Ordinance No. 22-07**

An Ordinance To Amend “The Mayor And Council Of The City Of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination Of Employment; Pension To Cease If Again Placed On Payroll;” To Provide An Effective Date; To Provide For Severability; And For Other Purposes

WHEREAS, the City of Dalton maintains “The Mayor and Council of the City of Dalton Employees’ Pension Plan,” as amended, and desires to amend same to provide that any person receiving a Pension Benefit under the Plan and who may be re-employed by the City of Dalton on a part-time basis not exceeding compensation in excess of 16-hours per week shall be entitled during such period of re-employment to continue receiving the monthly pension benefit;

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

**-1-**

Amend Section 12.16 captioned No Pension Benefit Before Termination of Employment; Pension to Cease if Again Placed on Payroll by striking subsection “(ii)” and inserting in lieu thereof the following:

“(ii) Except as provided hereinafter, any person receiving a Pension Benefit under this Plan and who shall be re-employed by an Employer hereunder shall cease to receive any monthly Pension Benefit to which he is otherwise entitled during any period of re-employment by the Employer, unless such entitlement occurred because the Participant was a Beneficiary of another Participant under the Plan. Upon termination of such reemployment, the monthly Pension Benefit to which the Participant is entitled shall resume. Notwithstanding the foregoing provisions of this subsection any person receiving a Pension Benefit under this Plan and who shall be re-employed by an Employer hereunder as a part-time employee not compensated in excess of sixteen (16) hours per week shall be entitled to continue receipt of his monthly Pension Benefit.”

**-2-**

All laws or parts of law in conflict herewith are hereby repealed.

-3-

The provisions hereof are severable and it is the intent of the Mayor and Council that should this Ordinance or any part hereof be held unlawful or unenforceable that the remaining provisions of the Mayor and Council of the City of Dalton Pension Plan be severed and remain in full force and effect.

-4-

This Ordinance shall be effective upon passage by the Mayor and Council and after publication thereof in two (2) public places in the City of Dalton for five (5) consecutive days thereafter.

ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at a regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
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 the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 06/06/2022

**Agenda Item:** (6) New 2022 Alcohol Applications

**Department:** City Clerk

**Requested By:** Gesse Cabrera

**Reviewed/Approved by City Attorney?** Yes

**Cost:** N/A

**Funding Source if Not in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

(6) New 2022 Alcohol Application recommendations by the Public Safety Commission at the 05/24/2022 regular called meeting.



**2022 ALCOHOL BEVERAGE APPLICATION**

**PSC TUESDAY MAY 24, 2022**

**M&C MONDAY JUNE 6, 2022**

**(6) 2022 ALCOHOL APPLICATIONS**

1. Business Owner: Mariscos el Cuhhhmaron, LLC  
d/b/a: Mariscos el Cuhhhmaron  
Applicant: Jose G. Martinez Jr.  
Business Address: 229 N. Hamilton St  
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)  
Disposition: **New**
2. Business Owner: Kumo Sushi Inc.  
d/b/a: 1277 N. Glenwood Ave.  
Applicant: Xiong Wei, CHen  
Business Address: 1277 N. Glenwood Ave.  
License Type: Pouring Beer, Pouring Wine (Restaurant)  
Disposition: **New**
3. Business Owner: Dagoberto Hernandez, LLC  
d/b/a: Taqueria el Rey #3  
Applicant: Nancy A. Hernandez  
Business Address: 801 E. Walnut Ave. Ste C, D, E  
License Type: Pouring Beer, Pouring Liquor (Restaurant)  
Disposition: **New**
4. Business Owner: Alivia Enterprise, LLC  
d/b/a: Jas Tobacco  
Applicant: Linda A. Crider  
Business Address: 601 Fleming St. Ste A  
License Type: Package Beer (Convenience Store)  
Disposition: **New**
5. Business Owner: Dalton Dipped LLC  
d/b/a: Jefferson's of Dalton  
Applicant: Jake Lund  
Business Address: 200 N. Hamilton St  
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)  
Disposition: **New**
6. Business Owner: Murphy Oil USA, Inc.  
d/b/a: Murphy USA #7812  
Applicant: Melanie A. Poe  
Business Address: 885 Shugart Rd.  
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)  
Disposition: **New**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 6/6/2022

**Agenda Item:** Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way - Grease Trap at 229 North Hamilton Street

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved by City Attorney?** N/A

**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:**

Please see attached application for details pertaining to the grease trap permit and application.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way  
Permit No. 220665

Applicant: National plumbing Service LLC  
Address: 229 N Hamilton St Dalton GA  
Contact Person: Mario Rangel  
Phone: 706-876-8120  
Purpose of Easement: installing grease trap backally right away.

A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 9 day of May, 2022. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: Mario Rangel  
(title) Owner

Public Works Committee Recommendation: X Approve \_\_\_ Do not Approve

After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby \_\_\_\_ approved \_\_\_\_ denied, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dalton, Georgia

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

Attest:

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 6-6-22

**Agenda Item:** CDBG Food Program Contract

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$45,750

**Funding Source if Not in Budget**

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

CDBG CARES (CDBG-CV) funds will be utilized to provide a food program to the low-income area Census Tract 4.00 within the City limits. The service period is 6/13 – 7/1 and will provide 4,500 meals within the 15 day period. The meals will be provided at James Brown Park (John Davis Recreation Center) and the Dalton Housing Authority. The meals are served on a first-come, first-served basis for residents of Census Tract 4.00. Persons receiving the meals will be required to provide their address.

**CITY OF DALTON**  
**Meals Program Agreement**

**PARTNER AGENCY:**     **BROTOWN, LLC**

**FUNDING ENTITY:**     **CITY OF DALTON**

**FUNDING AMOUNT:**    **\$45,750.00**

THIS AGREEMENT, made and entered into on the 6<sup>th</sup> day of June, 2022 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and Brotown, LLC (d/b/a Dosbros Fresh Mexican Grill), a foreign for-profit limited liability corporation incorporated in the State of Tennessee, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia at 100 W. Walnut Ave., Suite #74, Dalton, Georgia 30720.

WITNESSETH:

WHEREAS, City of Dalton has budgeted certain funds to carry out various COVID-19 relief activities to benefit low-income residents of the City; and

WHEREAS, \$45,750.00 from Fiscal Year **2020** COVID-19 Relief Funds (CDBG-CV3) has been appropriated for award to the Agency for the implementation of activities determined to benefit low-income residents of the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

**PROJECT DESCRIPTION:** To provide a meals program for eligible low-income residents.

**USE OF FUNDS:**                      The program funds shall only be used for providing meals for eligible low-income residents to reduce the impact of COVID-19.

**FUNDING:**                              The City has budgeted COVID-19 relief funds for the City Meals Program.

**DUTIES OF AGENCY:**              Agency shall provide the following services, information and documentation to City as provided in the program guidelines or upon request:

1. Provide 300 individual pre-packaged evening meals per weekday for a period of fifteen (15) days to eligible residents beginning Monday, June 13<sup>th</sup>, 2022 through Friday, July 1<sup>st</sup>, 2022.
2. Meals shall include: one serving of bread or bread alternative, two servings of vegetables, one serving of fruit or substitute additional vegetable, and one serving of meat or meat alternative per each individual meal.
3. Food shall be of high quality, attractive in color and texture, nutritious, non-greasy and appealing to encourage maximum food consumption.
4. Deliver 150 meals each to the John Davis Recreation Center (James Brown Park) located at 904 Civic Dr., Dalton, GA 30721 at 6:00 p.m. and to the Dalton Housing Authority located at 405 Sequoyah Place, Dalton, GA 30721 at 4:00 p.m.
5. Comply with all applicable food safety rules and regulations of the Department of Health.
6. Provide qualified staff to prepare and deliver meals to identified location.

**DUTIES OF CITY:**

The City shall provide the following services:

1. Administer the City Meals Program.
2. Provide funding for the City Meals Program.
3. Timely pay Agency upon satisfactory completion of Program Services and within 10 days of receipt of invoice from Agency.

**DEFAULT:**

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to provide 15 days of program meals to eligible residents during the term this Agreement.
2. Failure to provide number and/or quality of meals required by Agreement.
3. Filing of voluntary or involuntary Bankruptcy of Agency.
4. Sale of business of Agency to third party without consent of City.
5. Assignment of Agreement to third party without consent of City.
6. Failure to maintain active status as Domestic Corporation with the Georgia Secretary of State during the term of this Agreement.
7. Filing of Bankruptcy during the term of the Agreement.

**REPAYMENT:** Repayment is not required except in the event of default. Upon the occurrence of one or more events of default, Agency shall pay to City the amount of program funds paid to Agency directly related to the Program Services not in compliance with this Agreement.

**INDEMNIFICATION:** The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the City Meals Program and the Agency's use of program funds.

**GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

**JURISDICTION:** Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

**JURY TRIAL:** The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

**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.

**TERM:** The term of this Agreement shall be sixty (60) days commencing upon execution of this Agreement.

[SIGNATURES ON NEXT PAGE.]



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

FOR THE CITY

\_\_\_\_\_  
(Signature)

By David Pennington, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Cindy Jackson, CFO  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 06/06/22

**Agenda Item:** SRO Contract

**Department:** Police Department

**Requested By:** Chief Cason

**Reviewed/Approved  
by City Attorney?** Yes

**Cost:** \$423,800.76

**Funding Source if Not  
in Budget** DPS

**Please Provide A Summary of Your Request, Including Background Information to  
Explain the Request:**

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

**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 \_\_\_\_\_, 2022 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 environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society.

**A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER**

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide five School Resource Officers (“SROs” or “SRO”) one of which is to be a SRO Sergeant to Dalton Public Schools, as resources are available. These officers will 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 will be the Department’s supervisory system on all law enforcement matters, and the Department shall hire, train, assign, discipline and dismiss SRO personnel. For non-law enforcement issues the SROs are to work with their assigned school principal and the Dalton Public School System Safety and Transportation Coordinator for the school system, but the SRO’s supervisor shall be the supervisor assigned to the SRO by the Department (the “SRO Supervisor”).
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the Department 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 will be assigned as follows: One officers will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School, one officer will be assigned to serve Hammond Creek Middle School. Two officers will serve the elementary schools. The SRO Sergeant will also serve The Dalton Academy as well as a floater for all city schools as needed from time to time. The officers will coordinate schedules with their school principals, the Safety and Transportation Coordinator and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to school start 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 will notify their school principal 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.

### **C. DUTIES OF THE SCHOOL RESOURCE OFFICER**

1. The SRO may assist the principal and Safety and Transportation Coordinator in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. The principal and Safety and Transportation Coordinator shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SRO may advise school officials in declaring an emergency or lockdown situation. The principal and Safety and Transportation Coordinator shall have ultimate responsibility for declaring an emergency or lockdown situation pursuant to Board policy.
2. The SRO 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 the school principal or Safety and Transportation Coordinator, the SRO 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 the school principal or the Safety and Transportation Coordinator, 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 Coordinator, SROs may conduct investigations at other sites with the approval of the Department.

7. After the 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 SRO will 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 the 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. The school principal may limit access to areas of the buildings and grounds if good reasons exist.
10. Upon request of the school principal or the Safety and Transportation Coordinator, the SROs may observe any questioning by school staff of students suspected of violating Board policy or local or state law.
11. SROs shall execute an acknowledgment form prepared by the Board of SROs responsibilities for safeguarding student information under FERPA.
12. SROs shall enforce criminal law and protect students, staff and the public against criminal activity. 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. SROs shall routinely submit an activity report to the school principal and SRO Supervisor. Said report shall include a description of the activities engaged in by the SRO, 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 principal and 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 SROs, 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 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 police 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 co-operate 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 duties as set forth herein.

#### **E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICER**

1. The Department will 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 the 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 Safety and Transportation Coordinator, 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**

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 July 20, 2021. 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, 2022 and expire on July 1, 2023 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

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 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: \_\_\_\_\_

Attest: \_ Secretary

Title: \_\_\_\_\_

THE CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_

Title: Mayor, City of Dalton

City Clerk

# Exhibit "A"

## Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with the addition of a Sixth SRO.

Salaries	\$359,028.80
FICA/MED	\$27,465.70
Empower Ret.	\$35,902.88
POAB	\$1,800.00
Workman's Comp Insurance	\$4,938.00
Hosp. Insurance	\$112,685.04
Life & Disability Ins	\$2,247.26
Uniforms	\$3,600.00
Training	\$7,200.00
Fuel	\$10,200.00
Total	\$565,067.68
DPS Responsibility (total X 75%)	\$423,800.76





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 6/6/2022

**Agenda Item:** The request of Charles Meyers and Johnny Washington to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.87 acres located on New Doris Street, Dalton, GA. Parcels (12-255-03-036 and 12-255-03-040)

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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.

CITY OF DALTON  
ORDINANCE  
Ordinance No. 22-15

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Rural Residential (R-5) Being Two Tracts of Land Totaling 0.87 Acre Located At 1220 New Doris Street and New Doris Street (Parcel Nos. 12-255-03-036 and 12-255-03-040); To Provide An Effective Date; And For Other Purposes

WHEREAS, Charles and Peggy Meyers and Johnny Washington (Owners) have filed an application with the City to rezone property located at 1220 New Doris Street and New Doris Street (Parcel Nos. 12-255-03-036 and 12-255-03-040);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owners are requesting the Property be rezoned to Rural Residential (R-5);

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;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on May 23, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 1220 New Doris Street and New Doris Street identified as Parcel Nos. 12-255-03-036 and 12-255-03-040 is hereby rezoned from Heavy Manufacturing (M-2) to Rural Residential (R-5).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect

the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

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.

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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  
Terry Miller  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** March 31, 2022

**SUBJECT: The request of Charles Meyers and Johnny Washington to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.87 acres located on New Doris Street, Dalton, GA. Parcels (12-255-03-036 and 12-255-03-040)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 23, 2022 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Charles Meyers and Johnny Washington.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Calhoun.

Charles Myers and Johnny Washington stated that their plan is to demolish the existing manufactured home and replace it with a new single-family detached dwelling.

With no other comments heard for or against, this hearing closed at approximately 7:35pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **David Pennington then made a motion to recommend the R-5 rezoning based on his agreement with the content of the staff analysis. Octavio Perez then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

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

**ZONING CASE:** Charles Meyers and Johnny Washington is seeking to rezone two separate tracts along New Doris Street within the City of Dalton from *Heavy manufacturing (M-2)* to *Rural residential (R-5)*. These parcels are Tax Assessor ID 12-255-03-036 and 12-255-03-040. Parcel 12-255-03-036 is a 0.69 acres tract located at 1220 New Doris Street and listed to be owned by Charles and Peggy Meyers. Parcel 12-255-03-040, a 0.18 acres tract located to the north of New Doris Street and across from parcel 12-255-03-036, is listed as owned by Johnny Washington.

Parcel 12-255-03-036, owned by Charles and Peggy Meyers currently contains two mobile homes. Parcel 12-255-03-040, owned by Johnny Washington is currently vacant. The current zoning, *M-2*, established purpose is to provide a suitable area for general industrial, carpet manufacturing, distribution, or warehousing activities and/or other intensive activities industrial in nature which may generate external traffic and may include moderate amounts of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat. The requested zoning change of *R-5* is to protect single family detached dwellings, including typical residential subdivision development of all varieties of housing stock, and duplexes.

The surrounding property to parcel 12-255-03-036 are as follows: 1) to the north of the tract, the property abuts New Doris Street. To the North of and along New Doris Street the surrounding parcels, according to the Whitfield County Tax Assessors records, are single family residential. These parcels range in size from 0.18 acres to 1 acre in size. All mentioned parcels are zoned as *M-2*; 2) to the west, parcels south of and adjacent to New Doris Street are zoned as *M-2* but contain residential buildings; for instance, parcels from the intersection of Kate Street and New Doris are listed as single family residential by Tax Assessors. These parcels range from 0.18 acres to 0.67 acres in size; 3) to the south, the 3 adjoining parcels are either residential or commercial. Parcel 12-255-03-014 is a commercial establishment. Parcels 12-255-03-015 and 12-255-03-016 are both residential. All of these parcels are zoned as *M-2*; 3) to the east, there is an 8.11 acre, wooded parcel containing a single family residential structure.

The surrounding property to parcel 12-255-03-040 are as follows: 1) to the north, the tract is bounded by two commercial tracts, zoned as mixed use (*MU*). 2) to the west, north of and adjacent to New Doris Street parcels are zoned as *M-2* but contain residential buildings. These parcels range from 0.18 acres to 0.67 acres in size; 3) to the east, parcels are zoned as *M-2* and contain single family residential housing; 4) to the south, the parcel is bounded by New Doris Street. Across New Doris Street from the intersection of Kate Street to the where New Doris Street dead ends, the parcels are listed as single family residential by Tax assessors. These parcels are also zoned as *M-2*;

## **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 property.**

As currently zoned, it is possible for the parcels of request to be used as *M-2*; however, it is unlikely to be used for this purpose. Due to these parcels lack of size, at best, the only practical *M-2* use will be commercial. All nearby structures, except for a slight few, contain residential development. Though surrounded by other *M-2* parcels, the current built environment along this portion of New Doris St. can be characterized as residential.

**(B) Whether the proposed R-5 amendment would adversely affect the economic value of adjacent and nearby property.**

There will be no adverse effects to economic value of adjacent and nearby property if rezoned.

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

As currently zoned, the parcels of interest are unlikely to have an economic value other than that as associated with residential housing. The parcels size is limiting their value for potential manufacturing use.

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

N/A

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

There will be no change in current use.

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

The adopted Joint Comprehensive Plan's future develop map identifies these parcels as Town Neighborhood Revitalization character area. Town Neighborhood Revitalization character area's purpose is to revitalize areas of disinvestment to accommodate

commercial uses, parking areas, and apartment building. Current property listed as this character is expected to be industrial in use, contributing to neighborhood instability. Amending the zoning to R-5 will actually allow for more conformity with the joint comprehensive plan.

**(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 zoning) as interpreted by current Georgia law.**

Amending the zoning to R-5 will create a pocket of inconsistent zoned property in comparison to the surrounding parcels of M-2; however, the current surrounding residential development is not consistent with the purpose of M-2 zoning classification. It is doubtful that any of these parcels, due to their relatively small size, will ever have a value as a commercial or industrial use unless they are combined.

**(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

### **Conclusion:**

The staff can recommend approval of the requested zoning change from *M-2* to *R-5* for parcels 12-255-03-036 and 12-255-03-040.

### **Reasons for approval:**

1. Given that there will not be any change in use than that is already current, the change in zoning designation from *M-2* to *R-5* has no impact on the character of the parcel itself. It will not detract or add to its economic potential.
2. Given that there is limited potential value as commercial or industrial property as current zoning dictates as the suggested use.
3. Given that Whitfield County Joint Comprehensive Plan’s 2019 Future Development Map identifies the area as being Town Neighborhood Revitalization by character, which purpose is to reinvest in commercial and industrial property that has been disinvested and has declined over time. Changing the zoning to *R-5* will be more consistent to that of the purpose of the Joint Comprehensive Plan.



# Meyers/Washington Rezoning Request

## M-2, Heavy Manufacturing

to

## R-5, Rural Residential

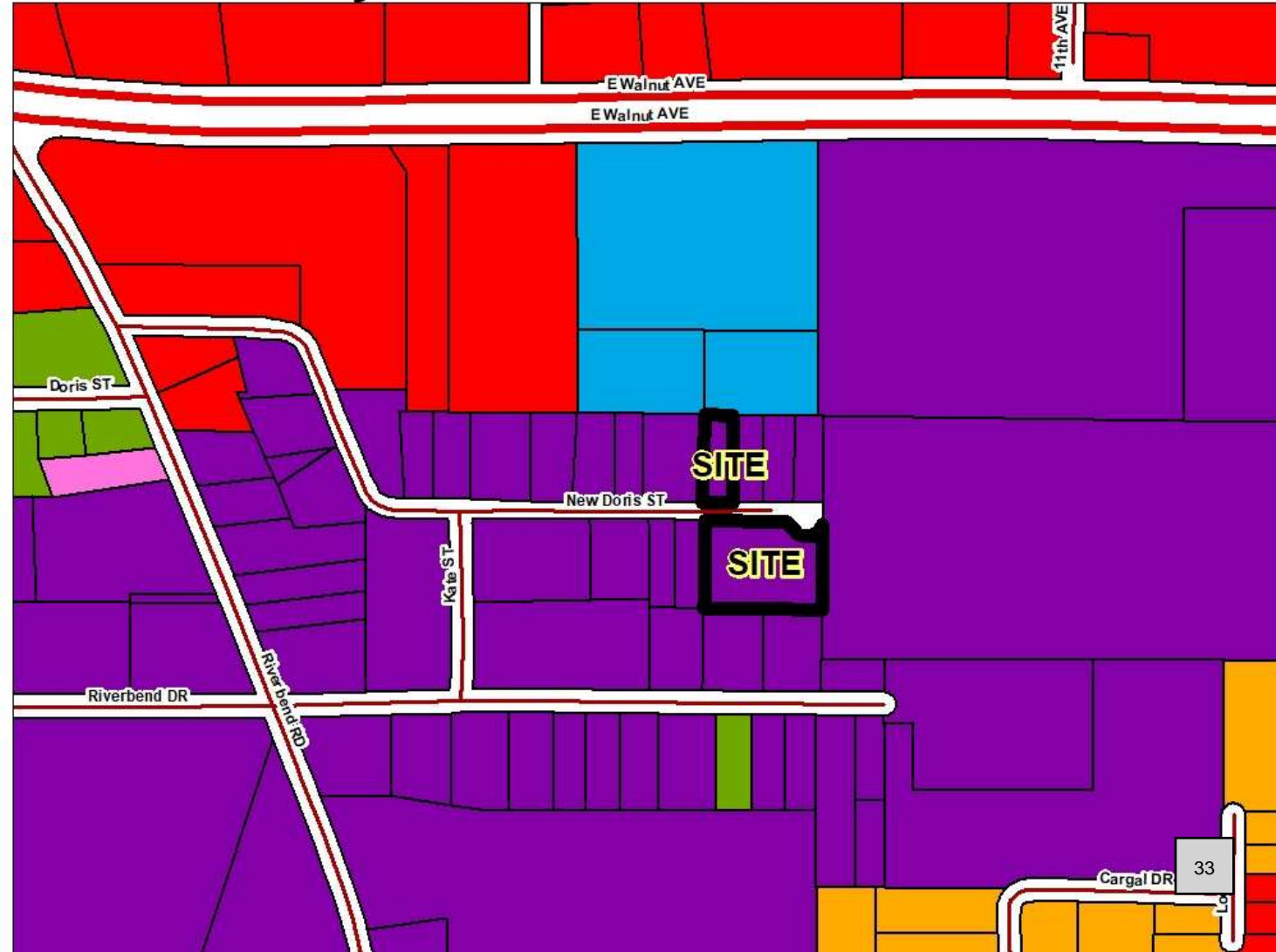
### City of Dalton Jurisdiction



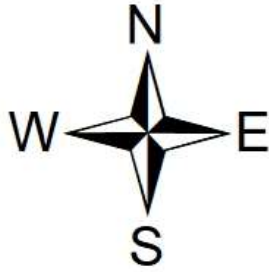
#### Unified Zoning

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)
-  Mixed Use (MU)

**FEET**  
**200**



# Meyers/Washington Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

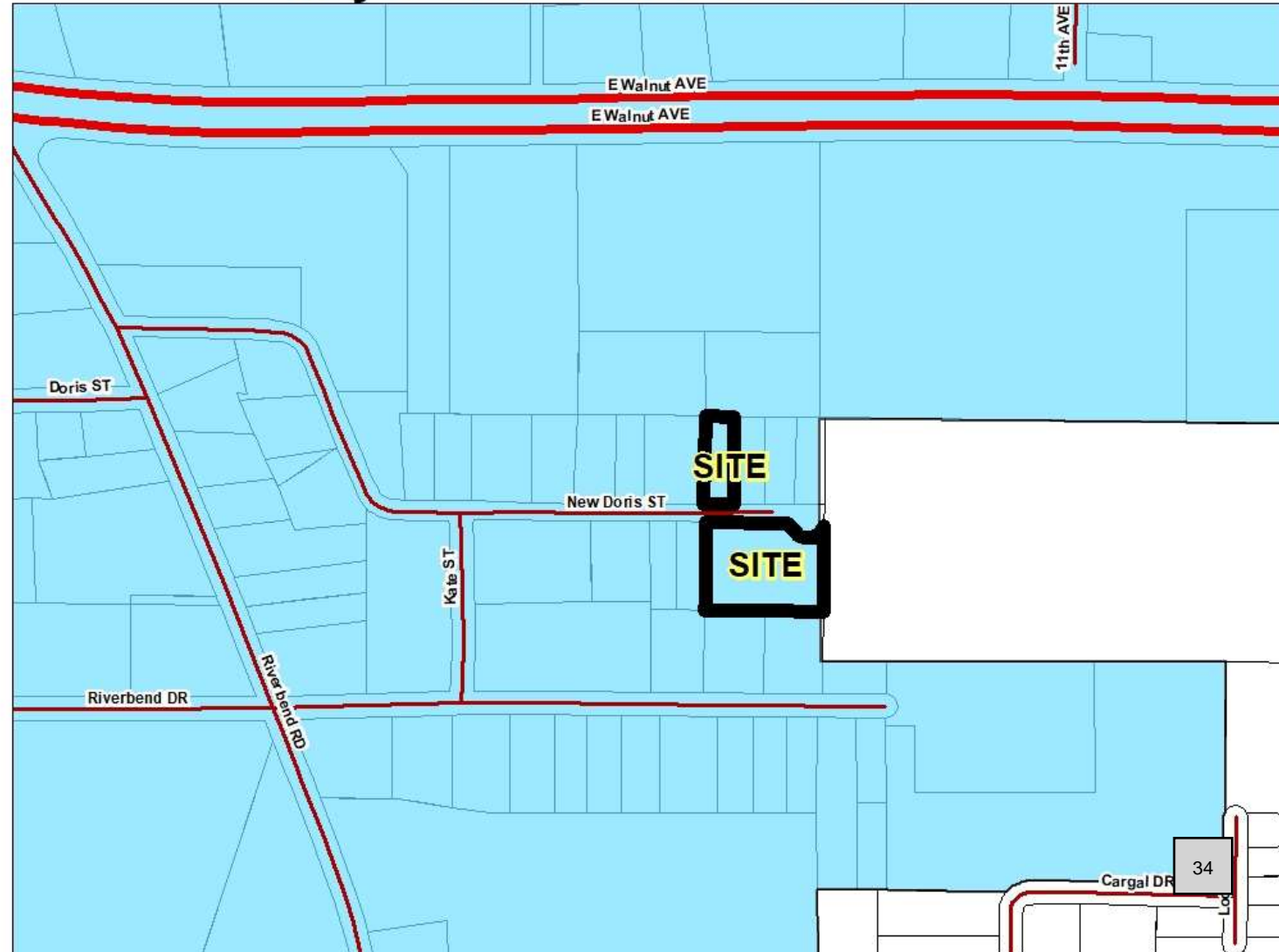


## DALTON CITY LIMITS



Town\_Boundaries

**FEET**  
**200**

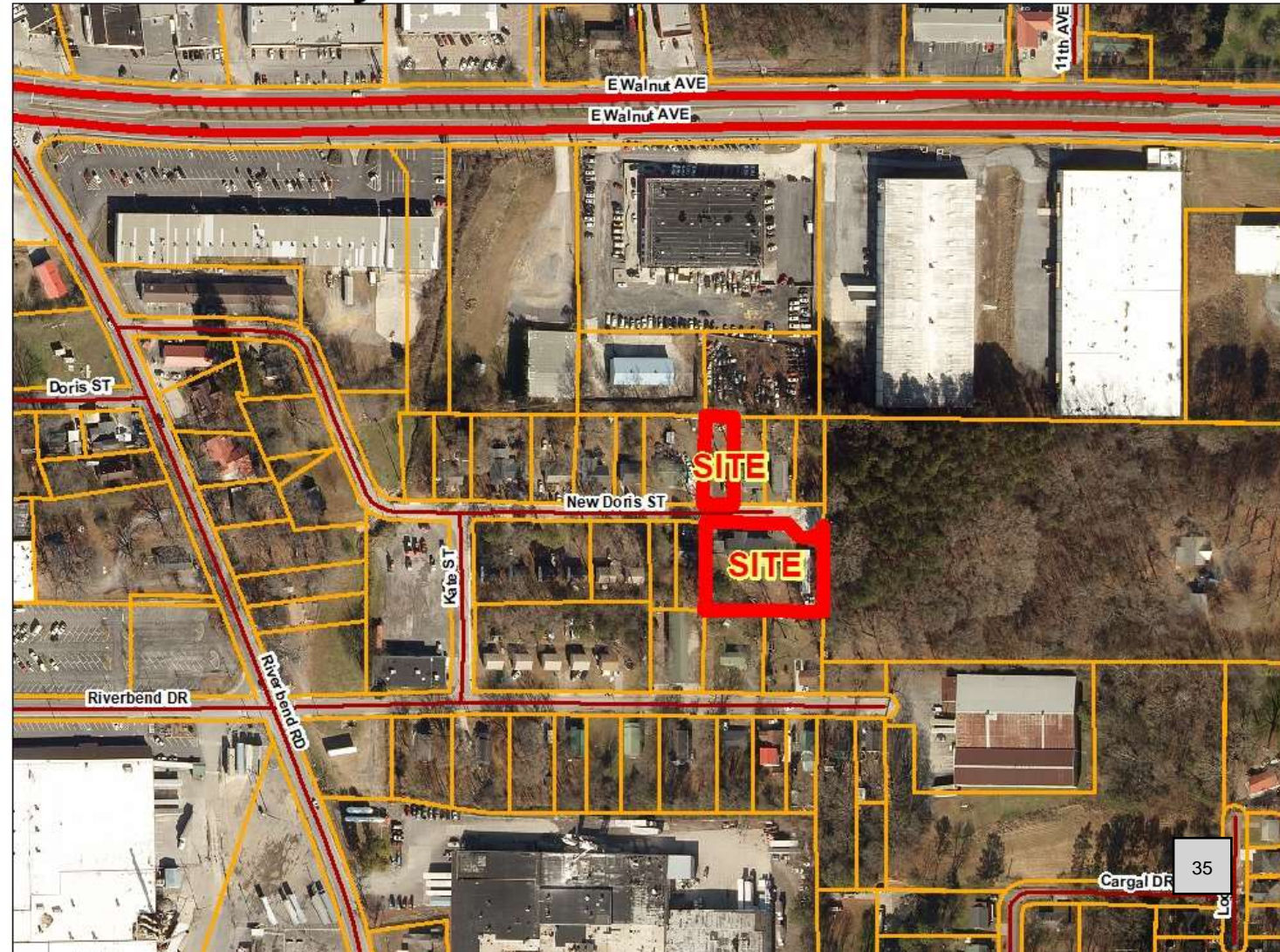




# Meyers/Washington Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



**FEET  
200**

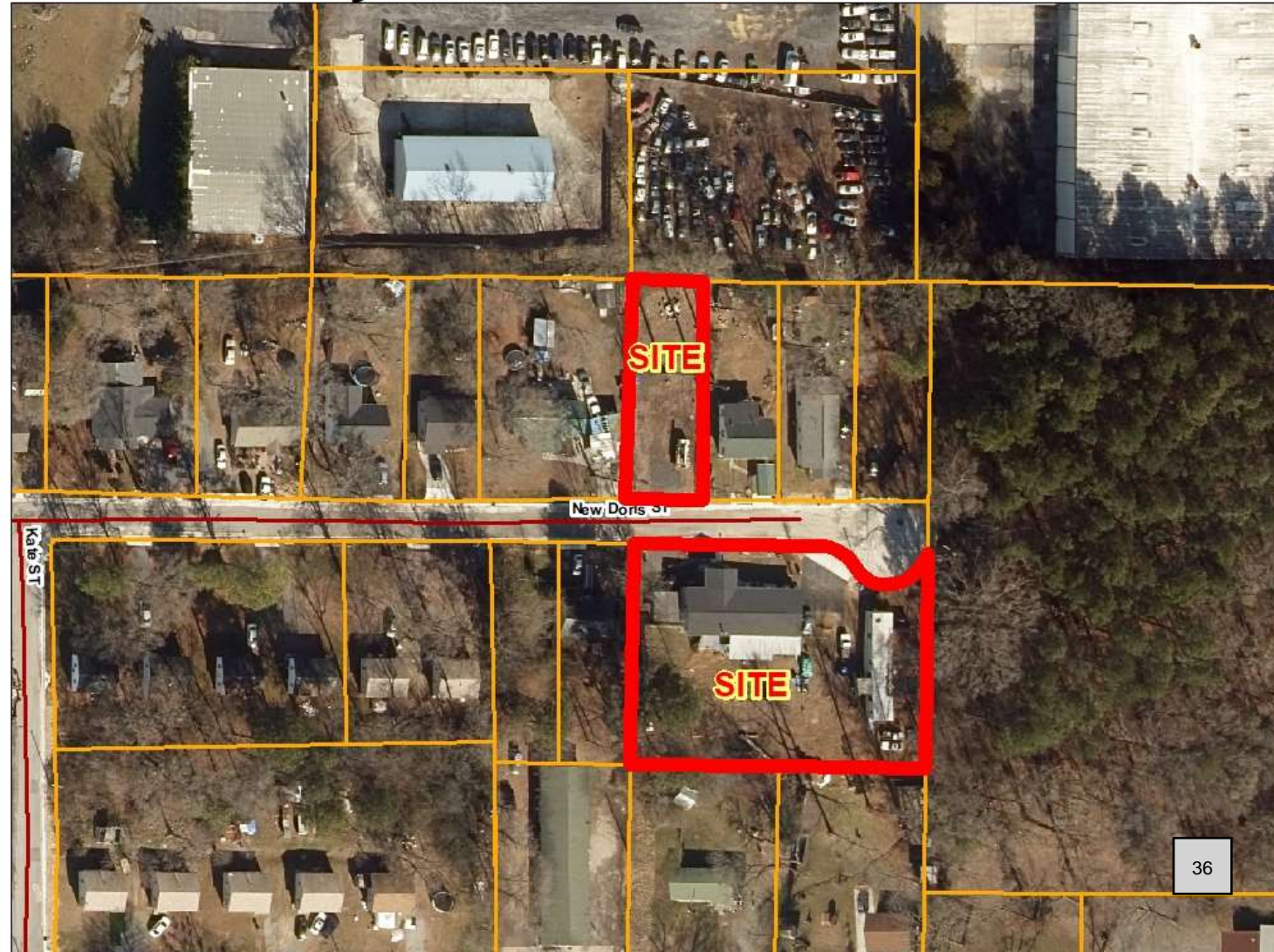




**Meyers/Washington Rezoning Request  
M-2, Heavy Manufacturing  
to  
R-5, Rural Residential  
City of Dalton Jurisdiction**



**FEET  
100**



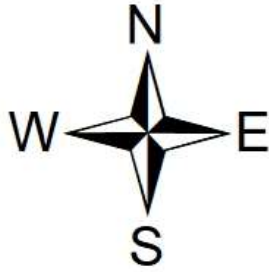
# Meyers/Washington Rezoning Request

## M-2, Heavy Manufacturing

to

## R-5, Rural Residential

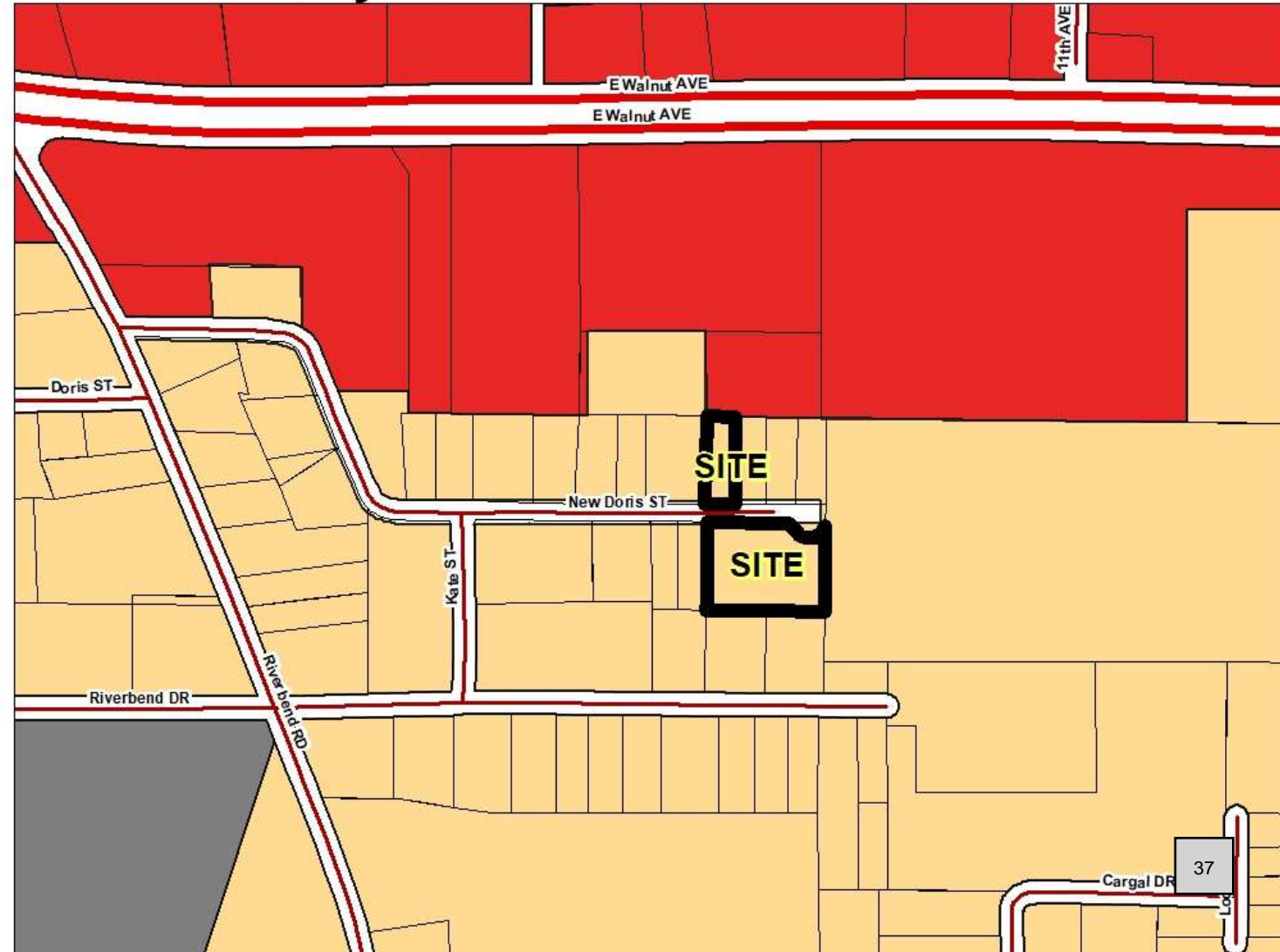
### City of Dalton Jurisdiction



#### FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 06/06/22

**Agenda Item:** First Reading Ordinance 22-16

**Department:** City Clerk

**Requested By:** City Clerk

**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

First Reading Ordinance 22-16 An Ordinance To Repeal Subsection (1) "Initial Applications" Of Section 6-7 Of The Revised Code Of 2001 For The Purpose Of Consolidating Consideration Of All Applications For License For The Sale Of Alcoholic Beverages At The Mayor And Council; To Repeal Conflicting Laws And Regulations; To Establish An Effective Date; And For Other Purposes



**CITY OF DALTON  
ORDINANCE**

**ORDINANCE NO. 22-16**

An Ordinance To Repeal Subsection (1) “*Initial Applications*” Of Section 6-7 Of The Revised Code Of 2001 For The Purpose Of Consolidating Consideration Of All Applications For License For The Sale Of Alcoholic Beverages At The Mayor And Council; To Repeal Conflicting Laws And Regulations; To Establish An Effective Date; And For Other Purposes

WHEREAS, the Mayor and Council of the City of Dalton is solely vested with power and authority to issue franchises and licenses within the City of Dalton and serves as the granting authority for all applications for licenses for the sale of alcoholic beverages, at wholesale and retail, by the package and by the drink; and

WHEREAS, historically and pursuant to Section 6-7 subsection (1) of the 2001 Revised Code of 2001 the City’s Public Safety Commission, formerly the Civil Service Commission, has been tasked with screening, verifying, investigating, and reviewing all initial applications for licenses for the sale of alcoholic beverages in the City of Dalton and to make recommendations to the Mayor and Council to grant or deny such initial applications; and

WHEREAS, the Mayor and Council deem such two-step process cumbersome and inefficient in the procedure for approval of license applications that may properly be issued while awaiting meetings before the two bodies, and the Mayor and Council deem it better practice and more efficient to have the screening, investigating, and review of all initial applications presented to the authorized approving body;

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

## **SECTION I**

The statements contained in the above preamble of this Ordinance are specifically adopted as findings of fact by the Mayor and Council and may be recited as such in any proceeding where this Ordinance is being considered or may be relevant.

## **SECTION II**

Subsection (1) captioned *Initial Applications* of Section 6-7 of the Rev. Code of 2001 is hereby repealed in its entirety. Further, Subsections (2) captioned *Renewals*, (3) captioned *Determination of conduct or offenses requiring penalty, suspension, revocation or combination thereof*, (4) captioned *Modifications*, and (5) captioned *Rules* shall be re-numbered accordingly and remain in full force and effect.

## **SECTION III**

This Ordinance shall be effective as set forth hereinbelow.

## **SECTION IV**

Should any portion of this Ordinance be determined by a court of competent jurisdiction to be unlawful or unenforceable it is the intention that the Ordinance provisions be severable so that the remaining parts thereof not found unlawful or unenforceable shall be in full force and effect.

## **SECTION V**

All Ordinances or regulations of the City of Dalton in conflict herewith are hereby repealed.

## **SECTION VI**

This Ordinance shall be effective after adoption by the Mayor and Council of the City of Dalton and it being published in two (2) public places for five (5) consecutive days thereafter.



SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 at the regular meeting of the Mayor and Council of the City of Dalton.

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 DOES/DOES NOT pass.

CITY OF DALTON

\_\_\_\_\_  
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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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