



City Council Regular Meeting

Monday, July 10, 2023

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of a meeting or the facilities, are required to promptly contact the City's ADA Coordinator at 770-443-8110 ext. 1604 or e-mail rbruce@dallasga.gov to allow the city to make reasonable accommodations for those persons.

AGENDA

PUBLIC HEARING

OA-2023-04 Chapter 44: Proposed amendments to the Zoning Ordinance, in Pat II of the Dallas Code of Ordinances, Chapter 44 Sections 44-1 through and including Section 44-303; to repeal conflicting ordinances; and for other purposes.

CALL TO ORDER

INVOCATION AND PLEDGE

RECOGNITION OF VISITORS AND COMMENTS

Andrew Rodriguez

Joshua McMillan

MINUTES APPROVAL

- [1.](#) June 05, 2023, Regular Meeting Minutes

CONSENT AGENDA

OLD BUSINESS

NEW BUSINESS

- [2.](#) "Public Safety & Community Violence Reduction" Grant
- [3.](#) Animated Sign Permit Application for 653 West Memorial Drive
- [4.](#) Final 2024 Special Events Calendar
- [5.](#) July 10, 2023, Revision - Standard Specifications For Construction Of Water Mains and Sanitary Sewers
- [6.](#) OA-2023-04: Amendments to Zoning Ordinance Chapter 44
- [7.](#) Raymond James; consideration of bond for new City Hall remodel.

ADDITIONAL/COMMENTS

ADJOURNMENT



City Council Regular Meeting

Monday, June 05, 2023

5:15 PM

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MINUTES

PUBLIC HEARING

1. ZONING APPLICATION Z-2023-02

Blue River Development Acquisitions, LLC applied to rezone a portion of Land Lots 205 & 206 in the 2nd District and 3rd Section of Paulding County, located at 250 Polk Avenue from a zoning District of R-1 Residential to a Zoning District of R-2C Residential.

Audrey Pearson, Bloom Parham, LLP spoke on application. No one spoke in opposition.

Mayor Kelly closed the public hearing.

2. ZONING APPLICATION Z-2023-03

City of Dallas and Helping Hands of Paulding County, Inc., applied to rezone a portion of Land Lot 281 in the 2nd District and 3rd Section of Paulding County, located at Dallas Industrial Drive and George T. Bagby Drive, Dallas, Georgia, from a Zoning District of H-1 Heavy Industrial to a Zoning District of G General Industrial.

Reva Burks spoke on the application. Phil Hicks, RPD Holding asked questions pertaining to traffic flow.

Mayor Kelly closed the public hearing.

CALL TO ORDER

PRESENT

Mayor L. James Kelly
 Councilmember Leah Alls
 Councilmember Christopher Carter
 Councilmember Michael Cason
 Councilmember James Henson
 Councilmember Cooper Cochran

ABSENT

Councilmember Nancy Arnold

INVOCATION AND PLEDGE

Councilmember Cason led the Invocation and pledge.

MINUTES APPROVAL

1. Motion to approve the May 1, 2023, Regular Meeting Minutes.

Motion made by Councilmember Cochran, Seconded by Councilmember Alls.
Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

RECOGNITION OF VISITORS AND COMMENTS

Mayor Kelly recognized Mike Cason for 20 Years of Service.

CONSENT AGENDA

2. Motion to approve three spaces in the downtown city parking lot for Golf Cart Parking.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.
Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

OLD BUSINESS

3. Motion to approve Ordinance Amendment OA-2023-02: Outside Consumption.

Motion made by Councilmember Cason, Seconded by Councilmember Henson.
Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

4. Motion to approve Ordinance Amendment OA-2023-03: Entertainment District.

Motion made by Councilmember Alls, Seconded by Councilmember Carter.
Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

NEW BUSINESS

5. Motion to adopt Proclamation: PROC 2023-05 Municipal Court Clerks Week.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

6. Motion to approve Resolution: RES 2023-11 Continue operating under the FY 2023 Budget.

Motion made by Councilmember Henson, Seconded by Councilmember Cason.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

7. Motion to approve the contract with the Georgia Department of Corrections for the 2023-2024 Work Detail Agreement.

Motion made by Councilmember Cochran, Seconded by Councilmember Henson.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

8. Reimbursement request from Ms. Meghan Blanchard for plumbing expense related to sewer service blockage/backup at 205 Hart Circle. No action taken.

9. Motion to appoint Johnny Lyons from Bureau Veritas as the Dallas Building Official.

Motion made by Councilmember Cason, Seconded by Councilmember Alls.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

10. Motion to approve Zoning Application Z-2023-02 Blue River Development Acquisitions, LLC with 9 stipulations recommended by the Planning Commission.

Motion made by Councilmember Cason, Seconded by Councilmember Alls.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

11. Motion to approve Zoning Application Z-2023-03 City of Dallas and Helping Hands of Paulding County, Inc.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson, Councilmember Cochran

ADDITIONAL/COMMENTS

None

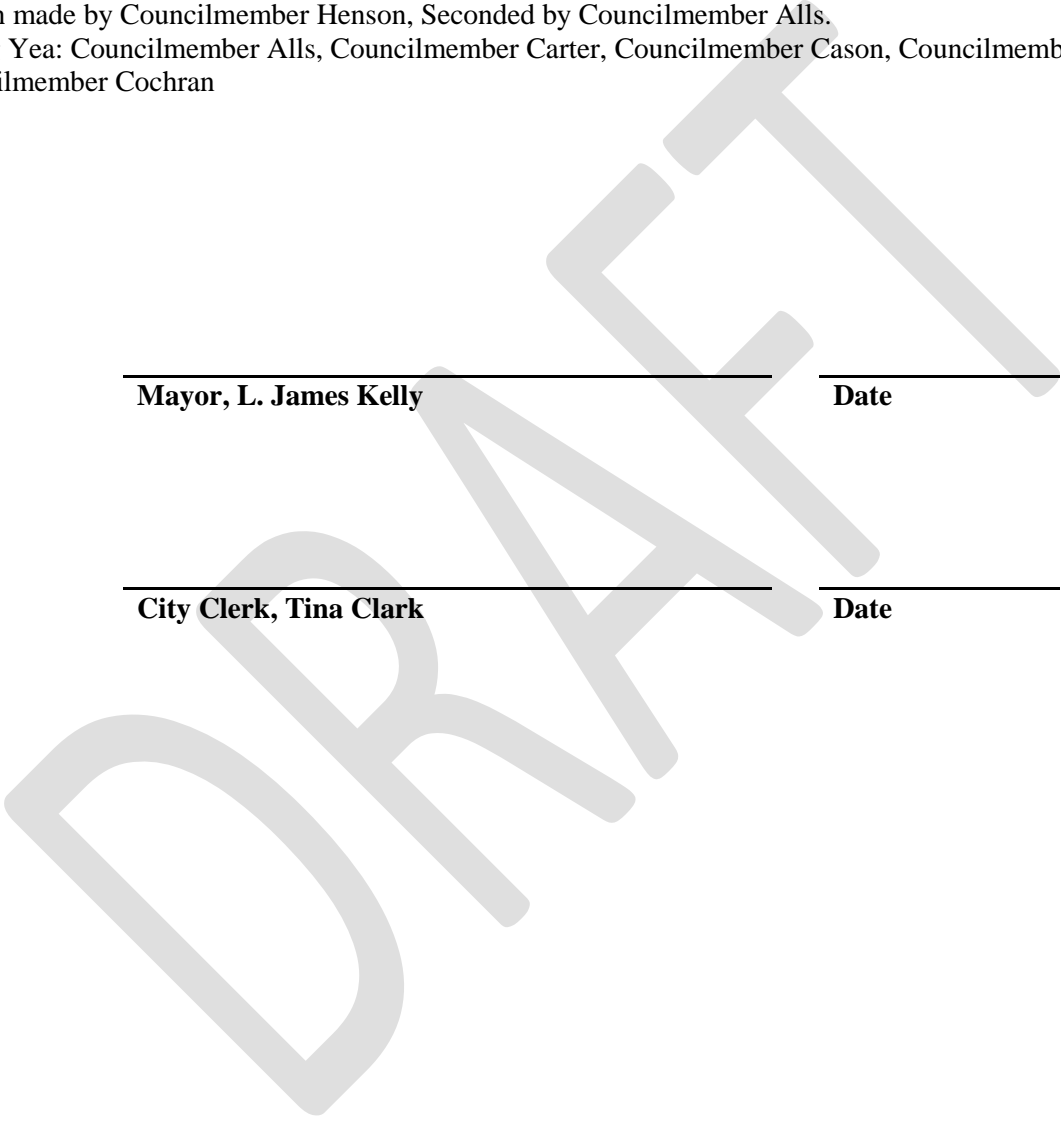
ADJOURNMENT

Motion to adjourn.

Motion made by Councilmember Henson, Seconded by Councilmember Alls.
Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Cason, Councilmember Henson,
Councilmember Cochran

Mayor, L. James Kelly **Date**

City Clerk, Tina Clark **Date**





STAFF ACTION ITEM

MEETING DATE: 07.10.2023
TITLE: Chief of Police
PRESENTED BY: Joe Duvall

AGENDA ITEM DESCRIPTION (Agenda Content):

Approval of the “Public Safety & Community Violence Reduction” Grant.

HISTORY/PAST ACTION:

Enter Text Here

FINANCIAL IMPACT:

Enter Text Here

INFORMATION:

Description of request.



STAFF ACTION ITEM

MEETING DATE: July 10, 2023

TITLE: Animated Sign Permit Application

PRESENTED BY: Preston Kilgore, Community Development

AGENDA ITEM DESCRIPTION (Agenda Content):

Consideration of Animated Sign Permit Application for 653 West Memorial Drive

HISTORY/PAST ACTION:

None

FINANCIAL IMPACT:

None

INFORMATION:

Connie Jenkins has submitted a sign permit application for 2-ft by 7-ft electronic display wall sign to be installed on a building at 653 West Memorial Drive.

In accordance with Section 28-10(4)c.: Any animated sign or sign with series, lines or rows of electric, neon, or other lights will be reviewed by the City of Dallas staff, recommendation given to the Dallas City Council, and final approval made by the Dallas City Council.

Staff recommendation: Approve as submitted



City Of Dallas, Georgia

320 E Foster Ave, Dallas, GA 30132 ★ Permit Office 770-443-8110 ext. 1203 / Email: melgaydi@dallas-ga.gov

SIGN PERMIT APPLICATION

A. LOCATION AND SIZE OF SIGN(S): Permit No.: _____
 Property Address: 653 W. Memorial Dr. Dallas, GA 30132
 Aggregate Area of All Freestanding Signs on Property 32 Square Feet
 Parcel Size: 2 Acres Zoning District: DC2
 Distance from Closest Adjacent Sign(s) In All Directions:
South" Roadside: 103'
 (Example - North: 55 Feet; West: 125 Feet; Etc.)

B. PROPERTY OWNER(S):

- Name of Property Owner: Jenkins Claude J Family LLLP
- Property Owner Address: 653 W Memorial Drive
Dallas, GA 30132
- Telephone Number: (770) 445-9404
- Certification: I, Connie Jenkins, (Owner or Agent)
Do Hereby Consent to the Placement of This Sign(S) Upon My Property.

Connie M Jenkins 05/28/2023
SIGNATURE DATE

C. SIGN OWNER (If Not the Same as Property Owner)

- Name of Property Owner: _____
- Address of Property Owner: _____

- Telephone Number: _____
- Business License/Occupation Tax Number: _____

D. SIGN CONTRACTOR (If Not Same as Sign Owner)

- Name of Sign Contractor: ImagePro Signs & Lighting, LLC
- Sign Contractor Address: 2034 Marshall Huff Road Suite A
Dallas, GA 30132
- Telephone Number: 770-443-3333
- Business License/Occupation Tax Number: 4454-2021(2023)



City of Dallas, Georgia

320 E Foster Ave, Dallas, GA 30132 ★ Permit Office 770-443-8110 ext. 1203 / Email: melgaydi@dallas-ga.gov

E. TYPE SIGN(S):

- Permanent Roof, Canopy, Wall, Projecting, Free Standing, Etc.
- Outdoor Advertising (Billboards)
- Temporary: Yard Political Promotional Display

F. DESCRIPTION OF SIGN

1. Provide a Brief Description of the Sign: 2'x7' Electronic Display Sign Mounted Single Sided On Wall
2. Area of the Sign(S) Sq. ft: 17.7
3. Number of Sides: 1
4. Height of the Sign(S): 28"
5. Shape of the Sign(S): Rectangle
6. Method Used for Mounting or Erecting the Sign(S): Steel Angle with Wood Backer supports

G. LOCATION

Sketch Location of Sign in Relation to Property Lines and Public Rights-Of-Way. (Attach Separate Sheets If Needed). This is required.

Layout Attached



City of Dallas, Georgia

320 E Foster Ave, Dallas, GA 30132 ★ Permit Office 770-443-8110 ext. 1203 / Email: melgaydi@dallas-ga.gov

H. PLANS AND SPECIFICATIONS

Attached Plans and Specifications if required By City Manager or His Representative

- REQUIRED
- NOT REQUIRED

I. FEES

Sign Permit Fee
\$40.00 per Side

# of Sides	Fee per side	Total Fee
1	\$40.00	\$40

<u>Banner Permit Fees</u>	<u>Fee Each</u>	<u># of Banners</u>	<u>Extended</u>
Banner Permit (Short-Term 90 Day Permit)	\$30.00	_____	_____
Banner Permit (Long-Term 180 Day Permit)	\$60.00	_____	_____
	Totals	_____	_____

Total Amount Due \$ _____

06/07/2023
Date

Larry McIntyre
Signature of Applicant

Sign Company Owner
Title



Distance **Area**

Click the **Distance** button to activate the tool.

Distance Feet

Leg 1: 430.83
Leg 2: 103.70
Total: 534.52 Feet

Deactivate Clear

Click two or more input points on the map to calculate the distance between points.



430 Ft. Road Frontage
103 Feet to main sign near Street

Parcel Report

Account: 20957
Parcel ID: 136.2.2.003.0000
Tax District:
Land Lot: 298
District: 2
Section: 3
Subdivision Name:
Subdivision Lot:
Deed Acreage: 4.94

Item 3.

Ownership Information

Owner: JENKINS CLAUDE J FAMILY LLLP
Owner 2:
Address: 653 W MEMORIAL DR
City: DALLAS
State: GA
Zip: 30132

Sales Information

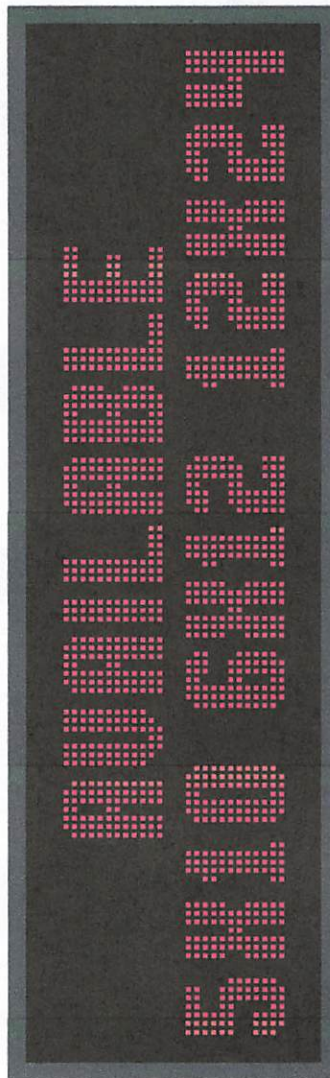
SALE DATE	DEED PAGE	GRANTEE	GRANTOR	PLAT PAGE	SALE REASON	SALE PRICE
	49 182	JENKINS CLAUDE J	RAINFORD INVESTMENTS	0 0	U-UNKNOWN	0
	1796 52	JENKINS CLAUDE J FAMILY LLLP	JENKINS CLAUDE J	0 0	Q-QUIT CLAIM DEED	0

Real Property Information

Extension:
Directional Prefix:
Street Number: 653
Street Name: W MEMORIAL DR
Street Type:
Unit:
Zip Code: 30132
Zoning Code: DC2
Previous Value:
Current Value:
Class: C
Strata: 4
Topography Description:
Water Description:
Sewer Description:



91"



17.7
Sq. Ft.

28"

ELEVATION 14'

COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLOR EXACTLY.
It is to be viewed as color representation only.

Page 1 of 1

Note: Sign scale is approximate and may differ slightly from actual installation size.

ImagePro
Signs & Lighting

"We don't look good... until we make you look good"

P. O. Box 2810 • Dallas, GA 30132-0048
(770) 443-3333 • Fax (678) 653-7374

Client
Dallas Mini Warehouses
653 W Memorial Dr
Dallas, GA 30132

Project
Storefront LED Display

Date/Rev.
06-01-2023
Sales Rep
Larry McIntyre
Project #
231925ME

Designer
LM
File Name
Storefront.cdr
Scale
1/8" = 1'



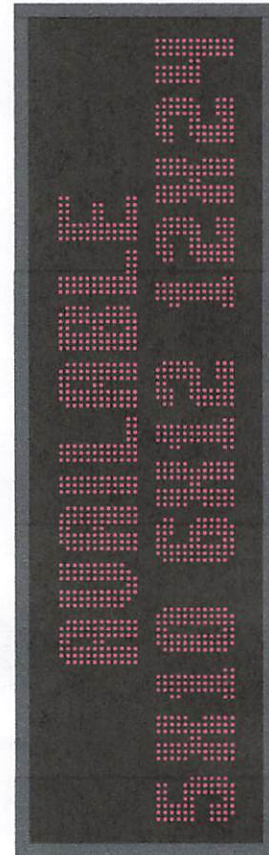
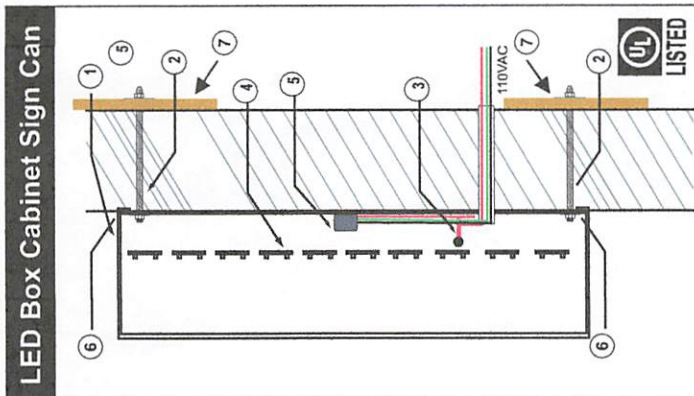
www.ImagePro-Signs.com
office@ImagePro-Signs.com

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1. LED Sign Cabinet/Can
2. Threaded Bolts W/ Flare Tip
3. Anchors and Fender Washers
4. Disconnect Switch on Cabinet
5. LED's or LED Tubes
6. 120 VAC - 4-5 AMP LED Driver(s)
7. 1-1/2" Reinforced Angel Iron Steel
7. 2"x8" x 24" Wood Backer Board



91"

17.7
Sq. Ft.

28"

Note: Sign scale is approximate and may differ slightly from actual installation size.

ELEVATION 14'

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Page 2 of 2

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Client
Dallas Mini Warehouses
653 W Memorial Dr
Dallas, GA 30132

Project
Storefront LED Dispay

Date/Rev.
06-01-2023
Sales Rep
Larry McIntyre
Project #
231925ME

Designer
LM
File Name
Storefront.cdr
Scale
1/8" = 1'



www.ImagePro-Signs.com
office@ImagePro-Signs.com

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2024 Downtown Dallas Events -Proposed

January 23rd – Downtown First Awards

February 9th – Galentine’s Night Out

*February 11th – Enchanted Ball at Civic Center

April 20th – Farmers Market Starts | Every Saturday 8am-12pm

April 20th – City of Dallas 5k, City Fest

April 26th – Night Market on Courthouse Square

May – Farmers Market | Every Saturday 8am-12pm

May 10th – Girls Night Out 4pm-8pm

May 17th – Food Truck Friday 6pm-10pm

June – Farmers Market | Every Saturday 8am-12pm

June 1st – 4x4 Block Party 4pm

June 21st – Food Truck Friday 6pm-10pm

July – Farmers Market | Every Saturday 8am-12pm

July 4th – Patriotic Parade, Concert & Fireworks

July 19th – Food Truck Friday 6pm-10pm

July 27th – Christmas in July 10am-4pm

August 3rd – Back 2 School Block Party 4pm-8pm

August 6th – National Night Out

August 16th – Food Truck Friday 6pm-10pm

September – Farmers Market | Every Saturday 8am-12pm

September 20th – Food Truck Friday 6pm-10pm

October 12th – Paulding Fine Arts Festival

October 31st – Halloween Block Party – Trick or Treating 4pm

November 15th – Holiday Girl’s Night Out + Pink Friday

November 30th – 5th Annual Christmas Tree Lighting, Holly Jolly Fest 3pm-7pm

November 30th-December 25th – Festival of Trees

December 7th – Invitational Dallas Christmas Parade

December 31st – Silver Comet Drop 8pm-Midnight



STAFF ACTION ITEM

MEETING DATE: 07/10/2023
TITLE: Final 2024 Special Events Calendar-Downtown
PRESENTED BY: Amber Whisner, Business Development

AGENDA ITEM DESCRIPTION (Agenda Content):

Final 2024 Special Events Calendar

HISTORY/PAST ACTION:

None

FINANCIAL IMPACT:

None.

INFORMATION:

Please see attached 2024 Special Events Calendar.



STAFF ACTION ITEM

MEETING DATE: 07/10/2023

TITLE: Standard Specifications For Construction Of Water Mains and Sanitary Sewers – July 10, 2023 Revision

PRESENTED BY: Brandon Rakestraw – Public Works Director

AGENDA ITEM DESCRIPTION (Agenda Content):

Standard Specifications For Construction Of Water Mains and Sanitary Sewers – July 10, 2023 Revision

HISTORY/PAST ACTION:

February 19, 2021 Revision

FINANCIAL IMPACT:

N/A

INFORMATION:

Request Council Approval:

Adoption of the July 10, 2023 Revision - Standard Specifications For Construction Of Water Mains and Sanitary Sewers

**ORDINANCE
AMENDMENT
NO. __ OA-2023-04 __
CHAPTER 44 - ZONING**

WHEREAS, the Mayor and the City Council of Dallas, Georgia have determined that the City is required to make certain amendments to its zoning ordinance to come into compliance with the new amendments to the Georgia Zoning Procedures Law as codified in the Official Code of Georgia; **AND**

WHEREAS, the Mayor and the City Council of Dallas, Georgia considered the proposed amendment at a duly noticed public meeting on July 10th 2023; **AND**

WHEREAS, the Mayor and the City Council of Dallas, Georgia have determined that the proposed amendment to the zoning ordinance serves such purposes and benefits the public health safety and welfare of the Citizens and the City of Dallas, Georgia; **AND**

THEREFORE, be it ordained by the Mayor and the City Council of Dallas, Georgia that the Code of Ordinances of the City of Dallas, Georgia be amended as follows:

Chapter 44 – Zoning shall be deleted in its entirety and a new Chapter 44 – Zoning shall be created to read as follows:

Chapter 44 ZONING

ARTICLE I. IN GENERAL

Sec. 44-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Accessory use means a use customarily incidental and subordinate to the principal use of building and located on the same lot with such principal use or building.

Alley means a minor way used for service access to the back or side of properties otherwise abutting a street.

Billiard room means any public place or place of business where the game of billiards is permitted to be played and for which a charge is made for use of equipment. The term "billiards," as used in this definition, means any of the several games played on a table surrounded by an elastic ledge of cushions, with balls which are impelled by a cue, and shall include all forms of the game known as "carom billiards," "pool," "pocket billiards" and "English billiards." (See section 10-279, pertaining to pool room status, for further definition.)

Building means any structure having a roof supported by columns or by walls and intended for shelter, housing, or enclosure of persons, animals or chattels. The term "building" includes the term "structure."

Building, accessory, means a building subordinate or supplemental to the main building on a lot and used for purpose customarily incidental to that of a main or principal building and located on the same lot therewith.

Building department means the city or its designated representative, which is designated by ordinance to administer and enforce all building codes for the city.

Building official means the city, or its representative, who is designated by ordinance as the building inspector for the city.

Building, principal, means a building in which is conducted the main use of the lot on which said building is located.

City planning commission will be known in this chapter as the planning commission.

Dwelling means a building designed, arranged, or used for permanent living quarters for one or more persons.

Dwelling, multi-family, means a building containing two or more dwelling units designed for residential use.

Dwelling, single-family, means a building containing not more than one dwelling unit designed for residential use, which meets or exceeds the following standards:

- (1) Minimum width in excess of 16.5 feet;
- (2) Minimum square footage of 1,500 square feet;
- (3) The roof shall have a minimum three to 12-foot roof pitch and shall have a surface covering of wood shakes, asphalt, fiberglass or wood shingles, concrete or other materials approved by the building official;
- (4) The exterior siding material shall consist of wood, masonry, concrete, ~~stone~~, Masonite, or, or other materials approved by the building official.

Dwelling unit means one or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Family means one or more persons occupying a dwelling and living as a single-housekeeping unit.

Game room means any public place or place of business where there are available to the public five or more electronic or mechanical games of skill or chance.

Junkyard means any such use involving the storage or disassembly of wrecked automobiles, trucks, or other vehicles; storage, baling or otherwise dealing in bones, animal hides, scrap metal, used paper, used cloth, used plumbing fixtures and used brick, wood, or other building materials. Such uses shall be considered junkyards whether or not all or part of such operations are conducted inside a building or in conjunction with, addition to, or accessory to, other uses of the premises.

Lot means a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use together with the customary accessories and open spaces belonging to the same. The term "lot" includes the term "plot" or "parcel."

Lot depth means the mean horizontal distance between the front and rear lot lines, measured in the general direction of the side lot lines.

Lot width means the distance between side lot lines measured at the building line.

Manufactured home.

- (1) The term "manufactured home" means:
 - a. A new or used structure;
 - b. Transportable in one or more sections, which, in the traveling mode:
 1. Is eight body feet or more in width;
 2. 40 body feet or more in length; or
 - c. When erected on site, is:
 1. 320 or more square feet;
 2. Built on a permanent chassis; and
 3. Designed to be used as a dwelling, with or without a permanent foundation;
 4. Connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein;
- (2) The term "manufactured home" includes any structure which meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974, 42 USC 5401 et seq.

Manufactured home park means a parcel of land which has been planned and improved for the placement of mobile homes for nontransient use.

Maps, zoning maps or city zoning maps means the official zoning maps of the city.

Modular home or industrialized building means any structure or component thereof which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof.

Nonconforming use means a building, structure, or use of land existing at the time of enactment of the ordinance from which this chapter is derived, and which does not conform to the regulations of the district in which it is located.

Pool room means a billiard room as defined in this section.

Roominghouse or boardinghouse means a dwelling, other than a hotel or lodginghouse, where meals or housing accommodations for three or more persons are provided for hire.

Semitrailer truck means a mobile unit designed for the hauling of materials which is equipped with a chassis.

Sign, business, means an attached or freestanding structure which directs attention to a business or profession conducted on the premises.

Sign, outdoor advertising, means a structural poster panel, or painted sign, either freestanding or attached to the outside of a building, for the purpose of conveying information, knowledge or ideas to the public about a subject either related or unrelated to the premises upon which it is located.

Street means a public or private way which affords the principal means of access to abutting properties.

Structure means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

Used or occupied, as applied to any land or building, includes the words "intended, arranged or designed to be used or occupied."

Yard means an open space on the same lot with a principal building, unoccupied, and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard, front, means an open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street and the front line of the building projected to side lines of the lot.

Yard, rear, means an open, unoccupied space on the same lot with a principal building, extending the full width of the lot and situated between the rear line of the lot and the rear line of the building projected to side lines of the lot.

Yard, side, means an open, unoccupied space on the same lot with a principal building, situated between the building and the side lot line of the lot and extending from the front yard to the rear yard. Any lot line not a rear line or a front line shall be deemed a side line.

- (b) Except as specifically defined in this section, all words used in this section shall carry their customary meaning as defined by a standard dictionary.

(Comp. Ords. 2005, § 5-1803(j)(2); Ord. No. 92-20, 11-2-1992; Ord. No. 03-11, 7-7-2003; Ord. No. 2008-04, § 5-302, 11-3-2008; Ord. No. OA-2012-04, 3-19-2012)

(Comp. Ords. 2005, § 5-1811(h))

Secs. 44-22. Reserved.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

Sec. 44-23. Zoning enforcement officer.

(a) The provisions of this chapter shall be administered and enforced by the building official of the city who is hereby given the authority to perform these functions. The zoning enforcement officer and or his designee duties shall include:

- (1) Receiving applications;
- (2) Inspecting premises;
- (3) Issuing building permits and certificates of occupancy for uses and structures that meet the requirements of this chapter; and

(b) The provisions of the ordinance shall be administered by the zoning enforcement officer and enforced in coordination with the city marshal, with the powers provided in the laws of the State of Georgia and in the chapter and resolutions of the City of Dallas. For the propose of serving citations for violations of this ordinance, such citations may be referred to the City Marshal's Bureau of the City of Dallas for service.

(Comp. Ords. 2005, § 5-1811(a))

Sec. 44-24. Land Disturbance and/or Building permit required.

It shall be unlawful to commence the excavation or filling of any lot for any construction of any building, or to commence construction of any building, or to commence the moving or alteration of any building or to commence the development of land for a use not requiring a building, until the building inspector has issued a permit for such work.

(Comp. Ords. 2005, § 5-1811(b))

Sec. 44-25. Application for building permit.

- (a) All applications to the building inspector for building permits shall be accompanied by plans in duplicate, drawn to scale showing:
- (1) The actual dimensions of the lot to be built upon;
 - (2) The size of the building to be erected;
 - (3) The location of the building on the lot;
 - (4) The location of existing structures on the lot, if any;
 - (5) The number of dwelling units the building is designed to accommodate;
 - (6) The setback lines of buildings on adjoining lots;
 - (7) The layout of off-street parking and loading spaces; and
 - (8) Such other information as may be essential for determining whether the provisions of this chapter are being observed.
- (b) If the proposed excavation, filling, or construction as set forth in the application are in conformity with the provisions of this chapter and other ordinances of the city then in force, the building department shall issue a building permit upon payment of the required fee. If a building permit is refused, the building inspector shall state such refusal in writing with the cause.

(Comp. Ords. 2005, § 5-1811(c))

Sec. 44-26. Construction progress.

Any building permit issued shall become invalid unless the work authorized by it shall have been commenced within six months of the date of issue or if the work authorized by the permit is suspended or abandoned for a period of one year.

(Comp. Ords. 2005, § 5-1811(d))

Sec. 44-27. Certificate of occupancy required.

- (a) A certificate of occupancy issued by the building inspector is required in advance of the occupancy or use of:
- (1) Any building, structure, land, or premises;
 - (2) Any building, or structure hereafter erected or moved;
 - (3) Any building hereafter altered, so as to affect the front, side, or rear yards thereof, or its height;
 - (4) Any nonresidential building, structure, or premises in which there is a change of occupancy or use;
 - (5) Each nonconforming use created by the passage of and subsequent amendments to the ordinance from which this chapter is derived. Such nonconforming use shall obtain a certificate of occupancy within 30 days of the date of said passage or amendments.
- (b) Within three days after the application for a certificate of occupancy and payment of any required fees, the building inspector shall sign and issue a certificate of occupancy if the proposed use of land or building, as stated on the certificate of occupancy and signed by the owner or his appointed agent, is found to conform to the applicable provisions of this chapter, and if the building, as finally constructed, complies with the plans submitted for the building permit.

(Comp. Ords. 2005, § 5-1811(e))

Sec. 44-28. Denial of certificate of occupancy.

A certificate of occupancy shall not be issued unless the proposed use of a building or land conforms to the applicable provisions of this chapter, or unless the building, as finally constructed, complies with the sketch or plan upon which the building permit was issued. The building inspector shall state in writing the reasons for denying such certificate of occupancy.

(Comp. Ords. 2005, § 5-1811(f))

Sec. 44-29. Records of applications and certificate.

Records of applications for building permits, records of plats and plans in connection with said permits, and records of all occupancy certificates and denials shall be kept on file in the office of the building inspector and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building or land involved.

(Comp. Ords. 2005, § 5-1811(g))

Sec. 44-30. Remedies.

In case any building is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building or land is used in violation to this chapter, the building inspector, or any other appropriate city authority or any person who would be damaged by such violation, in addition to other remedies, may institute injunction mandamus, or other appropriate action in proceeding to prevent the violation in the case of each building or use of land.

(Comp. Ords. 2005, § 5-1811(i))

Sec. 44-31. Conflict with other laws.

Whenever the regulations of this chapter require a greater width or size of yards, courts, or other open spaces, or require a lower height of buildings or smaller number of stories, or require a greater percentage of lot to be left unoccupied, or impose other more restrictive standards than are required in or under any other statute, the requirements of this chapter shall govern. Whenever the provisions of any other statute require more restrictive standards than are required by this chapter, the provisions of such statute shall govern.

(Comp. Ords. 2005, § 5-1815)

Secs. 44-32. Violations of article.

Any action or inaction which violates the provisions of this article or the requirements of an approved permit, may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in sections 44-34 shall not prevent such equitable relief.

Secs. 44-33. Notice.

If the city determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit or the provisions of this article, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this article without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this article and the date for the completion of such remedial action;
- (5) A statement of the penalties that may be assessed against the person to whom the notice of violation is directed; and
- (6) A statement that the determination of violation may be appealed to the city by filing a written notice of appeal within 30 days after the notice of violation; except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient.

Secs. 44-34. Penalties.

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the actions or penalties in this section may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the actions or imposing any of the penalties as set forth in this section, the city shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the city may take any one or more of the following actions or impose any one or more of the following penalties:

- (1) *Stop work order.* The city may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (2) *Withhold certificate of occupancy.* The city may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) *Suspension, revocation or modification of permit.* The city may suspend, revoke or modify any authorized permit. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the city shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) after the city has taken one or more of the actions described in subsections (1) through (3) of this section, the city may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (5) *Criminal penalties.* For intentional and flagrant violations of this article, the city may issue a citation to the applicant or other responsible person requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Sec. 44-35-44-50. Reserved.

DIVISION 2. BOARD OF ZONING APPEALS

Sec. 44-51. Established.

A board of zoning appeals is hereby established. Said board shall consist of three members appointed by the city council for overlapping terms of three years. Initial appointment shall be as follows: one member for one year, one member for two years, and one member for three years. Each successive appointment shall be for three years.

Any vacancy in the membership of the board of zoning appeals shall be filled for the unexpired term in the same manner as the initial appointment.

Members shall be removable for cause by the city council upon written charges and after public hearing.

Members shall receive a payment per meeting to allow for expenses incurred in performing their duties; payment schedule maintained by the clerk in a separate schedule.

(Comp. Ords. 2005, § 5-1812(a); Ord. No. OA-2012-03, 3-5-2012)

Sec. 44-52. Proceedings.

The board of zoning appeals shall elect a chairperson and a vice chairperson from its members who shall serve for one year or until reelected or until their successors are elected. The board shall appoint a secretary, who may be a municipal officer, an employee of the city, or a member of the planning commission. The board shall adopt rules and bylaws in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. The chairperson, or in his absence, the vice chairperson, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. All meetings of the board of zoning appeals shall be open to the public.

(Comp. Ords. 2005, § 5-1812(b))

Sec. 44-53. Powers and duties.

The board of zoning appeals shall have the following powers and duties:

- (1) *Administrative review.* To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the building inspector in the enforcement of this chapter.
- (2) *Variances.* To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done. The existence of a nonconforming use of neighboring land, buildings, or structures in the same district or of permitted or nonconforming uses in other districts shall not constitute a reason for the requested variance. Such variance may be granted in such individual case of unnecessary hardship upon a finding by the board of zoning appeals that all of the following conditions exist:
 - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.
 - b. The application of this chapter to this particular piece of property would create an unnecessary hardship.
 - c. Such conditions are peculiar to the particular piece of property involved.
 - d. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this chapter; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this chapter.

(Comp. Ords. 2005, § 5-1812(c))

Sec. 44-54. Appeals, hearings, and notice.

Appeals to the board of zoning appeals may be taken by any person aggrieved or by any officer, department, board, or bureau of the city affected by any decision of the building inspector. Such appeal shall be taken within the board of zoning appeals a written notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken. The board of zoning appeals shall fix a reasonable time for the hearing of appeals or other matters referred to it, and give at least 15 days public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon a hearing, any party may appear in person, or by agent or by attorney.

(Comp. Ords. 2005, § 5-1812(d))

Sec. 44-55. Application for hearing.

Application for a hearing and decision or requests for variances, appeals and special exceptions shall be filed with the city (on forms it shall provide) at least 20 working days prior to the meeting at which they are to be heard, along with a nonrefundable fee as set forth in the schedule of fees and charges on file in the office of the city clerk, and may be amended from time to time as needed, by the mayor and city council of Dallas, Georgia.

Each application shall contain such information as may be required to enable the board to make its decision. Each application for a variance shall include a plat drawn to scale showing the following information:

- (1) All property lines, with dimensions;
- (2) Location of buildings and other structures, creeks, and easements referenced to the property line of the tract;
- (3) North arrow, sheet number, lot and parcel number from the county tax sheets;
- (4) Location of setback lines or other dimensional requirements from which the variance is sought;
- (5) Location and distance of structures, creeks, and easements on adjacent property.

(Comp. Ords. 2005, § 5-1812(e); Ord. No. OA-2021-04, 4-5-2021)

Sec. 44-56. Stay of proceedings.

An appeal stays all legal proceedings in furtherance of the action appealed from, unless the building inspector certifies to the board of zoning appeals after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of zoning appeals or by a court of record on application, on notice to the building inspector, and on due cause shown.

(Comp. Ords. 2005, § 5-1812(f))

Sec. 44-57. Decisions.

In exercising its powers, the board of zoning appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the building inspector and may issue or direct the issuance of a building permit. The concurring vote of two members of the board shall be necessary to reverse any order, requirements, decision or determination of the building inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to effect any variation of this chapter. On all appeals, applications and other matters brought before the board of zoning appeals, said board shall inform, in writing, all the parties involved of its decisions and the reasons therefor. Recourse from a decision by the board of zoning appeals shall be to a court of competent jurisdiction in such matters.

(Comp. Ords. 2005, § 5-1812(g))

Secs. 44-58—44-87. Reserved.

DIVISION 3. AMENDMENTS

Sec. 44-88. Authority.

This chapter, including the city zoning maps, may be amended from time to time, but no amendment, other than by annexation ordinance, shall become effective unless a public hearing has been held in accordance with O.C.G.A. § 36-66-4. The city and the city planning commission shall ensure that the general public and property owners are afforded due process in the city's regulation of the uses of property through the city zoning powers. This shall be accomplished by the procedures and regulations in this division. Action shall not be initiated for a zoning map amendment affecting the same parcel of property more often than once every six months.

(Comp. Ords. 2005, § 5-1813(a))

Sec. 44-89. Public hearing.

- (a) Before enacting an amendment to the ordinance from which this chapter is derived or to the city zoning maps, a public hearing must be held by the mayor and council of the city in accordance with O.C.G.A. § 36-66-4, as now adopted or hereafter amended. At least 15 days but not more than 45 days prior to the date of the public hearing, the city shall cause to be published within a newspaper of general circulation within the territorial boundaries of the city, a notice of the hearing. The notice shall state the date, time, place and purpose of the hearing.
- (b) If the amendment is to the city zoning maps, then the published notice shall also include, in addition to the items in subsection (a) of this section, the location of the property to be rezoned, the present zoning classification and the proposed zoning classification of the property to be rezoned and at least 15 days prior to the hearing, there shall be a sign placed in a conspicuous location on the property or public right of way adjacent to the property to be rezoned that shall contain the following information:

City Zoning Notice

Name of owner _____

Address of property _____

Present zoning _____

Proposed zoning _____

For additional information, please call the Dallas City Hall at _____

- (c) If an application for an amendment to the city zoning maps is voluntarily withdrawn prior to a final decision by the mayor and council of the city or if the application is not approved by the mayor and council of the city, then the same property cannot be resubmitted for consideration for an amendment until the expiration of at

least six months from the date of disapproval or withdrawal. Any reapplication must abide by the same public notice procedures as stated in subsections (a) and (b) of this section.

- (d) All public hearings held before the mayor and council or the city planning commission in regard to each zoning decision shall be conducted under the following procedures:
 - (1) The public hearing shall be called to order by the mayor or by the presiding officer;
 - (2) The mayor or presiding officer shall explain the procedures to be followed in the conduct of any public hearing on a proposed zoning decision;
 - (3) For each proposed zoning decision, if the subject of the public hearing is a rezoning request initiated by a petitioner other than the mayor and council, then the petitioner, or his representative, shall first present and explain the request for the rezoning. If the request for rezoning is initiated by the city, or if the request is a zoning ordinance amendment, then the city manager shall present and explain the request on behalf of the city. Thereafter, all individuals that desire to speak in favor of the request shall be permitted to speak. The petitioner and those speaking in favor of the request shall be limited to 15 minutes total time for their presentation of data, evidence and opinion;
 - (4) For any proposed zoning decision, after all persons in favor of the request have spoken, then all individuals who desire to speak in opposition to the request or amendment, shall have the opportunity to do so. All persons speaking in opposition to the application shall be limited to 15 minutes total time for their presentation of data, evidence and opinion;
 - (5) When any person desires to speak, he shall first raise his hand and be recognized by the mayor or presiding officer, then stand and state his name and address and then shall make whatever comment that he has that is appropriate to the issue;
 - (6) Thereafter, the mayor or presiding officer shall declare the public hearing closed and either another public hearing shall be commenced for the next request, or the regular business session of the mayor and council or the city planning commission shall be convened.

(Comp. Ords. 2005, § 5-1813(b); Ord. No. 96-17, 8-5-1996)

Sec. 44-90. Application for map amendments.

An application for amendment to the zoning maps may be initiated by the city planning commission or be submitted by the mayor and council to the planning commission, or by any person who owns property within the city. Unless initiated by the city council or by the city planning commission, all applications for zoning map amendments must be submitted by the owner of such property or by an authorized agent of the owner. An application for an amendment affecting the same property shall not be submitted more often than once every six months; however, this provision shall not apply to those properties affected by an amendment filed by the city council or by the city planning commission. The official zoning maps of the city shall be kept by the city clerk of the city and all approved amendments shall be shown on the official zoning maps.

(Comp. Ords. 2005, § 5-1813(c))

Sec. 44-91. Application contents and filing procedures.

- (a) Each application to amend the official zoning maps shall be filed with the city manager and/or his designee.
- (b) Each application shall be submitted under the following conditions and shall contain the following information:
 - (1) A legal description of the tracts proposed to be rezoned, or referenced to the county tax sheet records;
 - (2) A plat showing the dimensions (metes and bounds), acreage, and location of the tracts prepared to scale;
 - (3) The present and proposed zoning classification for the tracts; and
 - (4) The name and address of the owners of the land and their agents, if any.
 - (5) Such other information as may be essential for determining whether the provisions of this chapter are being observed.
- (c) It shall meet the applicable development standards for the district for which application is made.
- (d) An application shall be submitted to the city manager and/or his designee at least ~~30~~ 60 days prior to the date on which it is to be considered by the planning commission. It shall be accompanied by a nonrefundable fee, as determined by resolution of the mayor and council of the city, to defray the public expense of processing the application. A fee shall not be charged if an official governmental agency files the application.
- (e) The applicant shall present a map showing the location of the property for which an application is submitted, and its relationship to adjoining properties and public facilities and services.
- (f) An application may not be withdrawn or amended by the applicant after the legal advertising as required by this chapter shall have first appeared. However, the city council may allow an application to be withdrawn subject to the six-month limitation of this section. The city council may amend an application prior to acting thereon, but only to reduce its size, or change the district requested to a less intensive or lower density district

than that requested or by requiring that certain conditions contained in section 44-240 be made a part of the rezoning decision.

(Comp. Ords. 2005, § 5-1813(d))

Sec. 44-92. Prior study.

The city manager or his designated representative, upon receiving an application for rezoning of an area or a particular piece of property shall do the following:

- (1) Consult with other departments of the city, county and/or state to fully evaluate the impact of any zoning change upon public facilities and services including, but not limited to, schools, drainage, traffic, water, sewer, etc.;
- (2) Study each application with references to its appropriateness and effect on existing, proposed and/or projected land use;
- (3) Report to the city planning commission and the city council the results of the studies set forth in this subsection.

(Comp. Ords. 2005, § 5-1813(e))

Sec. 44-93. Procedures and zoning standards of the mayor and council and the city planning commission.

- (a) So that the purpose of this chapter will be served and so that health, public safety and the general welfare will be secured:
 - (1) The mayor and council of the city in its decision on an application for a proposed amendment may, in its legislative discretion:
 - a. Approve or deny the application for a proposed amendment as submitted;
 - b. Defer a decision until a specific meeting date; or
 - c. Require an applicant to file a site plan or other plans regarding the proposed project development and defer action until a later date;

whether a valid withdrawal of the application has been made by the applicant.
 - (2) The mayor and council may also require that:
 - a. The land areas for the proposed amendment be reduced;
 - b. The zoning district be changed to one other than requested; and/or
 - c. Zoning conditions be added or deleted, as the mayor and council may deem appropriate.
- (b) Whenever the city shall exercise its zoning powers, either through a recommendation by the city planning commission or by the mayor and council in approving or disapproving the application, the following standards are considered relevant in balancing the city's interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property:
 - (1) Existing land use and zoning classification of nearby and adjacent properties;
 - (2) Whether the zoning proposed will permit a use that is suitable in view of the use and development of nearby and adjacent properties;
 - (3) Whether the zoning proposed will adversely affect the existing use or usability of nearby or adjacent properties;
 - (4) Whether the property to be affected by the zoning proposed has a reasonable economic use as currently zoned;
 - (5) Whether the zoning proposed will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;
 - (6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposed;
 - (7) The relative gain to the public, as compared to the hardship imposed upon individual property owners;
 - (8) The extent to which property values are diminished by existing zoning classification, as compared to the health, safety, morals or general welfare of the public; and
 - (9) Whether the zoning proposed conforms with the policy and intent of an adopted land use plan.

(Comp. Ords. 2005, § 5-1813(f))

Sec. 44-94. Conflicts of interest.

- (a) A local official, including planning commission members, who has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote; or has a financial interest in any business entity which has a property interest in any real property affected by rezoning action upon which that official is authorized to vote; or has a member of the family that has a property interest or financial interest in a business that has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote shall immediately disclose the nature and extent of such interest, in writing to the mayor and council of the local government in which the local government official is a member. Such disclosures shall be a public record and available for public inspection at any time during normal business hours.
- (b) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate value of \$250.00 or more to a local official of the local government which will consider the application, then it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the mayor and council of the local government in accordance with O.C.G.A. § 36-67A-3 as now adopted or hereafter amended.
- (c) Any applicant who knowingly violates subsection (b) of this section or a local government official who knowingly violates subsection (a) of this section shall be guilty of a misdemeanor in accordance with O.C.G.A. § 36-67A-4.

(Comp. Ords. 2005, § 5-1814)

Secs. 44-95—44-116. Reserved.

ARTICLE III. DISTRICT REGULATIONS

DIVISION 1. GENERALLY

Sec. 44-117. Division into districts.

For the purpose of this chapter, the city is divided into 12 zoning districts designated as follows:

R-1	Single-family residential district
R-2C	Single-family residential district - conservation
R-2	Single-family residential district
R-3	Residential District High-density
R-4	Mixed Use/Residential District High-density
O-I	Office-institutional district
C-1	Central business district
C-2	General business district
C-N	Neighborhood business district
G	General industrial district
H-1	Heavy Industrial District

(Comp. Ords. 2005, § 5-1804(a))

Sec. 44-118. District boundaries.

The boundaries of each district are as shown on maps entitled "Official Zoning Maps, Dallas, Georgia," adopted March 1988, and certified by the city clerk. Said maps, and all explanatory matter thereon, accompany and are hereby made a part of this chapter. Said maps shall be retained in the office of the city clerk and shall be available for public inspection during normal office hours.

(Comp. Ords. 2005, § 5-1804(b))

Sec. 44-119. Rules for determining boundaries.

Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the zoning maps, the following rules shall apply:

- (1) Where district boundaries are indicated as approximately following the centerlines of streets or highways, street lines, or highway right-of-way lines, such centerlines, street lines, or highway right-of-way lines shall be construed to be such boundaries.

- (2) Where district boundaries are so indicated that they approximately follow lot lines, such lot lines shall be construed to be said boundaries.
- (3) Where district boundaries are so indicated that they are approximately parallel to the centerlines of streets, highways, or railroads, or right-of-way of same, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the zoning maps. If no distance is given, such dimension shall be determined by the use of the scale shown on said zoning maps.
- (4) Where a district boundary line, as appearing on the zoning maps, divides a lot in single ownership at the time of this enactment, the district requirements for the least restricted portion of such lot shall be deemed to apply to the whole thereof, provided that such extensions shall not include any part of such a lot more than 35 feet beyond the district boundary line.

(Comp. Ords. 2005, § 5-1804(c))

Secs. 44-120—44-136. Reserved.

DIVISION 2. RESIDENTIAL DISTRICTS¹

Sec. 44-137. R-1 Single-family residential district.

Within an R-1 residential district, the following uses shall be permitted.:

- (1) Single-family dwellings except for manufactured homes. Total density limitation of three single family dwellings per acre.
- (2) Churches and similar places of worship and their customary related uses.
- (3) Public and private schools offering general education courses.
- (4) Municipal, county, state, federal and other public uses, including parks and playgrounds.
- (5) Accessory buildings provided such shall be permitted only in a rear yard and shall not be less than ten feet from any property line.
- (6) Nursery schools (day care centers) and kindergartens, provided that they shall have at least 35 square feet of indoor space provided for each child and at least 100 square feet of play area per child in the outdoor play area; and that the outdoor area shall be enclosed by a fence having a minimum height of six feet; and provided that the principal building of such use shall meet all the yard requirements of the R-1 residential district.
- (7) Bed and breakfast/special events facilities, provided that they shall have at least one bath per each bedroom; parking spaces for at least 50 vehicles; and an owner or manager shall reside at the facility.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-138. R-2C Single-family residential district - conservation

- (1) Single-family dwellings except for manufactured homes. Total density limitation of three single family dwellings per acre.
- (2) Churches and similar places of worship and their customary related uses.
- (3) Public and private schools offering general education courses.
- (4) Municipal, county, state, federal and other public uses, including parks and playgrounds.
- (5) Accessory buildings provided such shall be permitted only in a rear yard and shall not be less than ten feet from any property line. No accessory buildings shall contain independent kitchen facilities.
- (6) Nursery schools (day care centers) and kindergartens, provided that they shall have at least 35 square feet of indoor space provided for each child and at least 100 square feet of play area per child in the outdoor play area; and that the outdoor area shall be enclosed by a fence having a minimum height of six feet; and provided that the principal building of such use shall meet all the yard requirements of the R-1 residential district.
- (7) A business, occupation or profession carried on within a single-family residential dwelling by the resident thereof that is designated as a home occupation shall conform to the following criteria:

¹Editor's note(s)—Ord. No. OA-2012-04, 3-19-2012, repealed Ch. 44, Art. III, Div. 2, §§ 44-137—44-141, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, Div. 2 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 44-138. R-2C Single-family residential district - conservation

- (1) Single-family dwellings except for manufactured homes. Total density limitation of three single family dwellings per acre.
- (2) Churches and similar places of worship and their customary related uses.
- (3) Public and private schools offering general education courses.
- (4) Municipal, county, state, federal and other public uses, including parks and playgrounds.
- (5) Accessory buildings provided such shall be permitted only in a rear yard and shall not be less than ten feet from any property line. No accessory buildings shall contain independent kitchen facilities.
- (6) Nursery schools (day care centers) and kindergartens, provided that they shall have at least 35 square feet of indoor space provided for each child and at least 100 square feet of play area per child in the outdoor play area; and that the outdoor area shall be enclosed by a fence having a minimum height of six feet; and provided that the principal building of such use shall meet all the yard requirements of the R-1 residential district.
- (7) A business, occupation or profession carried on within a single-family residential dwelling by the resident thereof that is designated as a home occupation shall conform to the following criteria:
 1. The occupation carried on within the dwelling unit shall be restricted to the heated floor area of the dwelling.
 2. No product shall be sold on the premises and all home occupation activities shall be conducted entirely within the dwelling. This shall not prohibit sales by telephone when the delivery of merchandise is to take place elsewhere.
 3. The home occupation use carried on within the dwelling unit shall not occupy more than 25 percent of the heated floor area of the dwelling unit, and said home occupation use shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.
 4. There shall be no external display of products or storage of equipment or other externally visible evidence whatsoever of the occupation, business or profession.
 5. No sign advertising a home occupation exceeding two square feet is permitted, including those mounted inside windows and doors that are visible from a public right-of-way or a neighboring property line. No sign shall be internally or externally illuminated.
 6. Any person who conducts a home occupation shall be a member of the family residing on the premises, shall take substantially all of their overnight lodging at the dwelling, shall store substantially all of their personal belongings which are used in normal daily life in the dwelling, and shall use the address of the subject dwelling as their address for legal purposes such as voting and the payment of personal property taxes.
 7. No equipment or process shall be used in that creates smoke, dust, odor, fumes, glare, noise, vibration, electrical or electronic disturbance detectable to the normal senses at the lot line or beyond.
 8. There shall be no stock of goods or materials on the premises with the exception of literature and brochures appurtenant to the occupation, business or profession. Said literature and brochures shall remain in that part of the residence designated for home occupation purposes.
 9. There shall be no chemical, mechanical or electrical equipment on the premises other than that normally found in a purely domestic residence.
 10. Contact with customers and clients shall be made by telephone or mail. No business vehicle larger than a van, or pickup truck shall be permitted to remain on the premises other than a vehicle owned by the resident.
 11. There shall be no assembly or group instructions in connection with the home occupation with the exception of child care which can be conducted with a maximum of five children at a time. Other individual instruction on a one-on-one basis is permitted.
 12. The above listed requirements of a home occupation shall not be construed to restrict the sale of garden produce grown on the premises, provided that this exception shall not extend to allow the operation of a commercial greenhouse or nursery or the existence of stands or booths for display of said produce.
 13. Any business, occupation or profession, the operation of which does not meet the aforementioned requirements of a home occupation shall not be interpreted to be a home occupation despite the fact that it might attempt to operate in a single-family residence.

Sec. 44-139. R-2 Single-family residential district.

Within the R-2 residential district, the following uses shall be allowed:

- (1) All uses permitted in R-1 residential district with a total density limitation of three single family dwellings per acre.
- (2) Manufactured home.
 - a. Manufactured homes, provided each manufactured home is located within an approved manufactured home park and conforms to the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective on June 15, 1976. All manufactured housing (mobile homes) produced before this date shall not be moved into the city.
 - b. Any existing manufactured housing located within the city upon adoption of the ordinance from which this chapter is derived shall be exempt until either relocated, vacant for a period of six months or destroyed greater than 50 percent of its value, at which time the provisions of the ordinance from which this chapter is derived shall prevail.
- (3) Manufactured home parks are permitted within R-2 residential districts provided they meet the requirements of article V of this chapter, pertaining to manufactured home parks.
- (4) A business, occupation or profession carried on within a single-family residential dwelling by the resident thereof that is designated as a home occupation shall conform to the following criteria:
 1. The occupation carried on within the dwelling unit shall be restricted to the heated floor area of the dwelling.
 2. No product shall be sold on the premises and all home occupation activities shall be conducted entirely within the dwelling. This shall not prohibit sales by telephone when the delivery of merchandise is to take place elsewhere.
 3. The home occupation use carried on within the dwelling unit shall not occupy more than 25 percent of the heated floor area of the dwelling unit, and said home occupation use shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.
 4. There shall be no external display of products or storage of equipment or other externally visible evidence whatsoever of the occupation, business or profession.
 5. No sign advertising a home occupation exceeding two square feet is permitted, including those mounted inside windows and doors that are visible from a public right-of-way or a neighboring property line. No sign shall be internally or externally illuminated.
 6. Any person who conducts a home occupation shall be a member of the family residing on the premises, shall take substantially all of their overnight lodging at the dwelling, shall store substantially all of their personal belongings which are used in normal daily life in the dwelling, and shall use the address of the subject dwelling as their address for legal purposes such as voting and the payment of personal property taxes.
 7. No equipment or process shall be used in that creates smoke, dust, odor, fumes, glare, noise, vibration, electrical or electronic disturbance detectable to the normal senses at the lot line or beyond.
 8. There shall be no stock of goods or materials on the premises with the exception of literature and brochures appurtenant to the occupation, business or profession. Said literature and brochures shall remain in that part of the residence designated for home occupation purposes.
 9. There shall be no chemical, mechanical or electrical equipment on the premises other than that normally found in a purely domestic residence.
 10. Contact with customers and clients shall be made by telephone or mail. No business vehicle larger than a van, or pickup truck shall be permitted to remain on the premises other than a vehicle owned by the resident.
 11. There shall be no assembly or group instructions in connection with the home occupation with the exception of child care which can be conducted with a maximum of five children at a time. Other individual instruction on a one-on-one basis is permitted.
 12. The above listed requirements of a home occupation shall not be construed to restrict the sale of garden produce grown on the premises, provided that this exception shall not extend to allow the operation of a commercial greenhouse or nursery or the existence of stands or booths for display of said produce.
 13. Any business, occupation or profession, the operation of which does not meet the aforementioned requirements of a home occupation shall not be interpreted

to be a home occupation despite the fact that it might attempt to operate in a single-family residence.

(Ord. No. OA-2012-04, 3-19-2012; Ord. No. OA-2017-01, 12-11-2017)

Sec. 44-140. R-3 Residential District, high-density (Inactive Zoning District).

The R-3 Residential District has been retired. No new zoning applications will be accepted for the R-3 Residential District; however, any conforming property currently zoned to this district will be considered vested.

Within the R-3 residential district, the following uses shall be permitted:

- (1) Multifamily residential developments which allow up to nine dwelling units per acre with provisions for customary accessory uses. Single-family attached subdivisions (fee simple ownership) may have up to nine dwelling units per acre.
- (2) Total building area is limited to 50 percent of site area. Two off-street parking spaces shall be provided on site for each dwelling unit, except in the case of low-income public housing which shall provide one and one-half parking spaces per dwelling unit. Each dwelling unit shall have its own bath/toilet and kitchen/dining areas. Each dwelling units shall contain a minimum of:
 - a. 850 square feet for two bedroom units.
 - b. 1,000 square feet for three bedroom units.
 - c. 1,200 square feet for four bedroom units.
- (3) Buildings should be placed at least 20 feet apart. The front of the one building must not face the rear of another building on the site.
- (4) The developer of the complex shall set aside and develop not less than 25 percent of the land area within the complex for open space, parks or recreational use. Required drives, yard areas and common parking court areas shall not be credited toward this minimum required open space allocation. Only 50 percent of such area may be developed with recreational facilities. Not more than 50 percent of the land reserved for open space purposes shall be within a floodplain.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-141. R-4 Mixed Use/Residential District High-density (New District).

(a) The R-4 residential district is only appropriate within the Downtown Development District #1. The Downtown Development District #1 shall be any and all properties located within the boundaries of the roadways listed below and also any parcel with frontage along or property adjacent to the public right-of-way on either side of the roadways listed below and shown on the official zoning map of the City:

- (1) East Memorial Drive from Main Street to Lester Drive.
- (2) Merchants Drive from Lester Drive to Nathan Dean Blvd.
- (3) Nathan Dean Blvd from Merchants Drive to Henry Y Holland Drive.
- (4) Henry Y Holland Drive from Nathan Dean Blvd to Hardee Street.
- (5) Hardee Street from Henry Y Holland Drive to Main Street.
- (6) Main Street from Hardee Street to Cooper Avenue.
- (7) Cooper Avenue from Main Street to South Johnston Street.
- (8) West Cooper Avenue from South Johnston Street to Hood Street.
- (9) Hood Street from West Cooper Avenue to West Griffin Street.
- (10) West Griffin Street from Hood Street to South Street.
- (11) South Street from West Griffin Street to Victory Drive.
- (12) Victory Drive from South Street to Griffin Street.
- (13) Griffin Street from Victory Drive to West Memorial Drive.
- (14) West Memorial Drive from Griffin Street to Main Street.

(b) Within the R-4 residential district, the following uses shall be permitted:

- (1) Multifamily residential and/or Mixed Use developments that are limited to:
 - a. Townhomes, row houses, or mid-rise, courtyard building types.
 - b. Any retail business, food service, or service establishment.

- c. Hotels, banks, and offices,
 - d. Automobile parking lots and parking structure.
 - e. Public buildings and structures.
- (2) The Floor Area Ratio (FAR) shall be between a minimum FAR of 0.5:1 and a maximum FAR of 1.5:1. The Floor Area Ratio (FAR) is defined as the gross floor area of all buildings or structures on a lot divided by the total lot area.
- (3) Each dwelling unit shall have its own bath/toilet and kitchen/dining areas. Each dwelling units shall contain a minimum of:
- a. 750 square feet for one bedroom
 - b. 850 square feet for two bedroom units.
 - c. 1,000 square feet for three bedroom units.
 - d. 1,200 square feet for four bedroom units.
- (4) *Street frontage.* Units within the complex shall front on a public street having a pavement width of not less than 26 feet or, if such street is designated as being one-way, 20 feet. if parking is provided, parking shall be in the rear of the units or in planned parking areas located to the rear of the front building setback line and separated from such streets by an open space providing a minimum depth of 20 feet. Individual cub cuts for each unit shall be prohibited; curb cuts shall be limited to one per 100 feet of street frontage.
- (5) *Alignment.* No dwelling unit shall be situated so as to face the rear of another dwelling unit within the subdivision unless terrain differences or vegetation will provide effective visual separation.
- (6) *Parking.* At least one off-street parking spaces shall be provided for each unit. Such space shall be provided:
- a. Under the dwelling unit;
 - b. To the immediate rear of the dwelling unit; and
 - c. In common off-street parking areas not more than 300 feet from the dwelling unit as measured along the shortest paved route. All off-street parking spaces shall be designed and located so that vehicles will not be required to back into a public street.
- (7) *Preservation of common areas.* With the exception of condominiums, which shall be governed as by state law provided, the developer of the complex or a home owners' association created by the developer, by recorded covenants and restrictions running with the land, shall preserve and maintain for the owners and occupants of the units, the lands set aside for open space, parks or recreational use and common off-street parking spaces established for the complex. The book and page in which such covenants and restrictions are recorded shall be shown on the final plat of the complex.
- (8) *Development plan.* A development plan for the complex shall be processed in conformance with all applicable requirements, and must be approved by the city Mayor and Council at the time of application for zoning, the applicant shall submit a development plan. In the event R-4 zoning is approved, the property shall be developed in substantial conformity with the development plan submitted with the application. Any failure to substantially conform with the approved development plan may result in the issuance of stop work orders, revocation of permits, denial of future permits, denial of certificates of occupancy, and/or the issuance of zoning violation citations. Zoning application plan approval shall not constitute entitlement to permits.
- (9) *Design Standards.* These design standards shall be used to evaluate every development, redevelopment, rehabilitation and building project within the R-4 zoning district.
- a. New structures shall fit in with the surrounding buildings.
 - b. No front loading attached garages shall be permitted. All attached garages shall be side or rear entry.
 - c. All development shall coordinate pedestrian and vehicular circulation patterns with adjacent buildings and sites as well as interconnect with existing adjacent sidewalks.
 - d. Mechanical and electrical equipment, solar collectors, satellite dishes, dumpsters, compactors, storage tanks, utility meters, valves, vents, and other similar equipment shall be located to the rear of the building or otherwise concealed from public street view.
 - e. Adjacent to public streets and dedicated pedestrian walkways, chain link, razor wire, barbed wire, corrugated metal, plastic, exposed concrete and exposed concrete block walls and fences are prohibited.
 - f. Walls and fences shall have vertical articulation at least every 40 linear feet.
 - g. Building facades longer than 40 feet shall be visually divided into segments of no more than 20 feet through articulation of the façade achieved through methods such as but not

limited to architectural recesses, breaks in materials, additional window bays, variation in roof line, and building setback.

- h. A minimum of 50% of the street facing facades on the ground level shall be transparent through windows and doors.
- i. A minimum of 40% of all facades on the upper floors shall contain windows or balconies.
- j. Exterior metal walls shall be prohibited on all buildings erected, constructed, altered, or repaired which abut, are adjacent to or are visible from public street view.
- k. Vinyl siding on exterior walls shall be prohibited.
- l. Stucco siding on exterior walls shall be prohibited.
- m. Building facades may be constructed from stone masonry, brick, glass, high grade fiber cement siding, and/or wood as defined below, or other materials or products which provide the same desired appearance, stability and quality. Products other than the listed products must be approved by the city.
 - 1. Stone material used for masonry construction may consist of natural stones such as granite, sandstone, slate, limestone, marble, or other hard or durable all-weather stone. Ashlar, cut stone, and dimensioned stone construction techniques are acceptable. Painted stone or mass produced sheets of simulated stone which are intended to imitate masonry exteriors are not permitted.
 - 2. Brick material used for masonry construction shall be composed of hard fired (kiln-fired) all weather standard size brick or other all weather facing brick. Simulated brick is not permitted. Concrete block/CMU/cinder block is not permitted.
 - 3. Glass shall include glass curtain walls construction. Glass curtain wall shall be defined as an exterior wall which carries no floor or roof loads, and which may consist of a combination of glass and other surfacing materials supported in a metal framework. Reflective or glass tinted more than 30% is not permitted.
 - 4. Wood construction shall include wood siding, board and batten, and other traditional wood construction. Fiberboard (Hardiplank and/or similar products) may be allowed with approval of the city. Other synthetic siding material including vinyl siding and metal siding are prohibited as a façade material.
 - 5. Small amounts of other building materials may be used as accent or trim to enhance the elevation of the building or for decorative elements but should not exceed 10% of total wall area per façade.
- n. The materials and finishes of exposed roofs shall compliment those used for the exterior walls. Materials for pitched roofs shall be limited to architectural dimensional grade asphalt shingles, natural slate, natural terra cotta, natural wood shake, or factory finished enamel metal roofing.

(10) *Landscape Plan. Landscaping shall be provided in conformance with the requirements of Divison 4; Sec.44-201. Landscape Plan.*

(11) *Design Review and Approval Required.*

- a. Mayor and City Council shall act as the Design Review Authority and is authorized to receive, consider, approve, approve with conditions, table, request more information or deny applications for Design Review. In granting a design review approval, the Council may impose such requirements and conditions with respect to the location, construction, maintenance and operation of any use or building, in addition to those expressly set forth herein, as may be deemed necessary for the protection of adjacent properties and the public interest.
- b. No new construction of any building or land improvement; no material change in exterior appearance of any existing building, structure or activity; nor any other type of development shall be allowed until an application for design review has been approved by the Council. No permits shall be issued prior to approval of the design application.
- c. All applications for design review approval shall be made as required by the City Manager and shall at minimum contain the following information:
 - 1. Elevation drawings, color and material samples. Every application or review involving the construction of a new building or structure, alterations, and/or additions to existing structures shall be accompanied by exterior elevation color renderings, drawn to scale and signed by an architect, engineer or other appropriate professional. These shall be submitted in sufficient number of copies as required by the City Manager. Said exterior elevation color renderings shall clearly show in sufficient detail the exterior appearance and architectural design of proposed change(s) to buildings or structures and new construction, as applicable. Each application shall also indicate proposed materials, textures and colors, and provide samples of materials and colors.
 - 2. Site Plan and Landscaping Plan. For every application, a plot plan or site plan, drawn to scale, shall be submitted which shows all improvements affecting appearances, such as

walls, walks, terraces, plantings, tree protection areas, accessory buildings, signs, lights, and other elements material used for masonry construction shall be composed of hard fired (kiln-fired) all weather standard size brick or other all-weather facing brick.

3. Additional information may be required to be submitted, if requested by the City.

d. In reviewing applications for design review, the Council shall consider the appropriateness of the design of any building or any proposed material change in exterior appearance in the context of the following criteria new construction of any building or land:

1. Consistency with any adopted design guidelines for the type of development, and/or the proposed use.
2. The nature and character of the surrounding areas, and the consistency and compatibility of the proposed application with such nature and character.
3. The general design, character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of the structure in question and the relation of such elements to similar features of structures in the immediate surrounding area, site, and landscaping.

(Ord. No. OA-2012-04, 3-19-2012)

Secs. 44-143—44-165. Reserved.

DIVISION 3. COMMERCIAL AND INDUSTRIAL DISTRICTS²

Sec. 44-166. O-I office-institutional district.

Within the O-I office and institutional district, the following uses shall be permitted:

- (1) Offices, including drive-in banks.
- (2) Privately owned utility stations and structures.
- (3) Compatible business with primary use of office; such as pharmacist with doctor's office.
- (4) Public buildings and structures.
- (5) Churches and schools.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-167. C-1 central business district (old downtown district).

Within the C-1 central business district, the following uses shall be permitted:

- (2) Any retail business, food service, or service establishment.
- (3) Hotels, offices, banks, and theaters.
- (4) Automobile parking lots and garages.
- (6) Newspaper offices and printing establishments.
- (9) Public buildings and structures.
- (10) Public utility stations and structures.
- (11) Churches.

²Editor's note(s)—Ord. No. OA-2012-04, 3-19-2012, repealed Ch. 44, Art. III, Div. 3, §§ 44-166—44-171, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, Div. 3 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 44-168. C-2 general business district.

Within a C-2 general business district, the following uses shall be permitted:

- (1) All uses permitted in the C-1 central business district;
- (2) Funeral parlors and mortuaries, provided any such use is located on a major street;
- (3) Tourist courts and motels;
- (4) Veterinary clinics and/or animal hospitals, provided no part of any building, structure, pen, or enclosure is located closer than 50 feet to any property line;
- (5) Dog grooming shops;
- (6) Signs, including outdoor advertising, incidental or accessory advertising, and business signs, provided the required setback is observed;
- (9) Light industrial operations which do not cause injurious or obnoxious noise, vibrations, smoke, gas fumes, odor, dust, fire hazard, or other objectionable conditions;
- (10) Accessory use: Manufacture[d] homes, dropped semi-trailers, modular homes, tents and other structures of this nature may be placed for accessory use on a limited time basis upon special approval by the mayor and council. Type uses permitted are: offices; storage; warehousing; and special sales promotions.
- (11) Automobile service stations, provided that all structures and buildings, except principal use signs, and including storage tanks shall be placed not less than 25 feet from any side or rear property line except where such side or rear property lines abut a street, in which case the setback shall be that required for such streets measured from the right-of-way. All buildings or structures including gasoline pumps and storage tanks, except principal use signs, shall comply with the setback requirements of any abutting street. If the automobile service station is located on a corner lot, the means of ingress and egress provided shall be not less than 15 feet from the intersection of street right-of-way lines. Ingress and egress shall be arranged and designed so as to minimize the interference with the flow of traffic, either vehicular or pedestrian.

(Ord. No. OA-2012-04, 3-19-2012; Ord. No. OA-2013-02, 2-4-2013)

Sec. 44-169. C-N neighborhood business district.

Within the C-N neighborhood business district, the following uses shall be permitted:

- (1) Any retail business or retail service establishment.
- (3) Radio, television, and appliance repair shops.
- (4) Offices, including drive-in branch banks.
- (5) Accessory uses.
- (6) Attached outdoor advertising, signs and business signs, provided that all lighting is so shielded that it does not adversely affect adjacent residential areas.
- (7) Publicly owned and operated buildings and lands.
- (8) Automobile service stations, provided that all structures and buildings, except principal use signs, and including storage tanks shall be placed not less than 25 feet from any side or rear property line except where such side or rear property lines abut a street, in which case the setback shall be that required for such streets measured from the right-of-way. All buildings or structures including gasoline pumps and storage tanks, except principal use signs, shall comply with the setback requirements of any abutting street. If the automobile service station is located on a corner lot, the means of ingress and egress provided shall be not less than 15 feet from the intersection of street right-of-way lines. Ingress and egress shall be arranged and designed so as to minimize the interference with the flow of traffic, either vehicular or pedestrian.
- (9) Churches, synagogues, or other places of worship.

Within the C-N neighborhood business district, every use shall be so constructed, maintained, and operated as not to be injurious or offensive to occupants of adjacent premises by reason of the emission or creation of noise, smoke, vibration, dust, electrical disturbance, toxic or noxious waste material, odor, fire and explosive hazard, glare, or traffic congestion.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-170. G general industrial district.

Within a G general industrial district, the following uses shall be permitted:

- (1) Assembly halls;

- (2) Automobile, truck and trailer lease rentals;
- (3) Boat sales;
- (4) Bookbinding;
- (5) Bottling plants;
- (6) Building materials storage yard;
- (7) Cold storage plants;
- (8) Colleges, Commercial Vocational Schools, and universities;
- (9) Electric transformer station; gas regulator station and telephone exchange;
- (10) General building contractors;
- (11) Manufacture of prepared food or prepared food products;
- (12) Manufacturing of electrical devices;
- (13) Neighborhood recreation centers or swimming pools;
- (14) Photoengraving, typesetting, electrotyping, and stereotyping;
- (15) Plumbing and heating equipment dealers;
- (16) Publishing and printing establishment;
- (17) Radio, television and other communication transmission towers;
- (18) Repair services;
- (19) Research, testing and laboratories;
- (20) Re-upholstery, furniture, and automobile;
- (21) Taxi stands and dispatching agencies;
- (22) Telephone business offices.
- (23) Wholesaling and warehousing, except the wholesaling and storage of petroleum or other inflammable products;

(Ord. No. OA-2012-04, 3-19-2012; Ord. No. OA-2013-02, 2-4-2013)

Sec. 44-171. H-1 heavy industrial district.

- (1) Within a H-1 heavy industrial district the following uses shall be permitted as well as uses permitted in the G general industrial district:
 - a. Boarding or breeding kennels;
 - b. Bus stations for freight;
 - c. Crematories;
 - d. Dry cleaning plants;
 - e. Heavy construction contractors;
 - f. Petroleum bulk stations;
 - g. Railroad stations for freight;
 - h. Tire retreading and recapping;
 - i. Tool [and] Die pattern or machine shops;
 - j. Trailer [and] manufactured home sales room [and] sales lot.
- (2) *Special provisions:* Within H-1 heavy industrial district the following uses shall not be permitted without the prior approval of the governing authority of the City of Dallas as hereinafter set forth:
 - a. Acid manufacture or storage;
 - b. Airports or landing fields;
 - c. Asphalt manufacture, refining or storage or asphalt plants;
 - d. Brick, tile, or terracotta manufacture;
 - e. Butane or propane storage;
 - f. Cement, lime, gypsum, or plaster of Paris manufacture;
 - g. Chemical manufacture;
 - h. Production or bulk storage of chlorine or other noxious gas;

- i. Commercial or large-scale slaughter of animals;
 - j. Manufacture of concrete, cement, or clay products;
 - k. Cotton gins;
 - l. Creosote manufacture or treatment;
 - m. Distillation of bones, coal, petroleum, animal refuse, grain, tar, or wood;
 - n. Storage or manufacture of explosives or fireworks;
 - o. Fat rendering, production of fats and oils from animals or vegetable products by boiling or distillation;
 - p. Fertilizer manufacture;
 - q. Dumping or reduction of garbage, offal or dead animals;
 - r. Gas manufacture or bulk storage;
 - s. Grain elevators or commercial feed mills;
 - t. Incinerators;
 - u. Manufacture or bulk storage of petroleum or petroleum products;
 - v. Quarrying or stone crushing;
 - w. Excavating, crushing, storage or distribution of rock, sand, or gravel;
 - x. Stockyards;
 - y. Racetracks or drag strips for automobiles or other motorized vehicles;
 - z. Automobile or equipment salvage or parts yard;
 - aa. Building material or equipment salvage or storage yards;
 - bb. Junkyard or salvage yard of any kind;
 - cc. Used metal storage yard;
 - dd. Metal processing;
 - ee. Steel mill or foundry;
 - ff. Any business that allows, employs, shows, exhibits, or displays live nude persons. For the purpose of this subsection, the term "nude person" means a person displaying any portion of the female breast, either by a female or any other person, below the top of the areola or the displaying of any portion of any person's pubic hair, anus, cleft of the buttocks, vulva or genitals. The term "displaying" means being visible to the normal human eye;
 - gg. Any public dance hall that allows dancing either for patrons or the viewing of employed dancers;
 - hh. Adult entertainment establishments;
 - ii. Flea markets;
 - jj. Livestock auctions.
 - kk. Truck, trailer, Rv, and boat parking
- (3) *Prior approval of the governing authority.* No property in the corporate limits of the city shall be used for any of the purposes specified in subsection (2) of this section unless such property is zoned H-1 heavy industrial district, and unless such use shall have first been approved by the mayor and council of the city pursuant to the following procedures:
- a. Any person desiring to use property for the purposes specified in subsection (2) of this section shall apply to the city clerk, and such application shall give a description of the property to be so used, a description of the exact use to which such property shall be put, and such other pertinent information as shall be required by the mayor and council or by any governmental agency which might investigate such proposed use at the request of such mayor and council.
 - b. Upon the filing of such application, the city manager shall determine what studies are necessary for a decision regarding the proposed use of such property, and shall call upon whatever governmental agencies he deems appropriate for studies or information pertaining to such use. The governmental agencies from which the city manager might make such request shall include, but shall not be limited to, the fire department, the public health department and any environmental agency.
 - c. A study shall be made by the city and a report and recommendation of such study shall be made to the mayor and council. Notice of the time and place of the hearing of such application by the planning commission shall be published in the legal organ of the county for at least two consecutive weeks prior to such hearing.
 - d. The mayor and council of the city shall consider such application at either a regular or a called meeting following the making of the reports by the planning commission and by such other governmental agencies as may have been called upon to make studies in connection with such application.
 - e. The mayor and council shall make every reasonable effort to render its decision as to such application within 90 days of the date of filing of such application. However, such mayor and council shall have the authority to postpone the final consideration of such application for such reasonable times as may be

necessary to receive reports from governmental agencies which are investigating such application and to allow such mayor and council to intelligently study such application and proposed use.

- f. No property located within the corporate limits of the city shall be used for any purpose specified in subsection (2) of this section unless the mayor and council of the city shall have first determined that such use will not be unduly injurious to the surrounding community. In making such determination, the mayor and council shall consider such factors as the likelihood that such use would cause noise, vibrations, smoke, gas, fumes, odors, dust, fire hazards or other objectionable conditions.
- (4) Any use of property as a storage yard, salvage yard or junkyard pursuant to authorization granted under this section shall be screened from view on all sides by a solid wall, planted screen or similar opaque partition at least six feet in height. Any such partition, screen or fence shall comply with all setback requirements of this district.

(Ord. No. OA-2012-04, 3-19-2012)

Secs. 44-172—44-195. Reserved.

DIVISION 4. NEW TOWN OVERLAY DISTRICT

Sec. 44-196. Purpose, intent, and authority.

- (a) *Title.* This division shall be known as the "New Town Overlay District."
- (b) *Statement of purpose.* It is the purpose of this district to establish standards for the design of sites, buildings, structures, plantings, signs, street hardware and such other improvements that are visible to the public and affect the physical development of land within the designated New Town Overlay District in keeping with the city livable centers initiative (LCI) plan and the city's comprehensive plan. The following standards shall be considered in evaluating projects proposed within the New Town Overlay District:
 - (1) All structures will be evaluated on the overall appearance of the project and shall be based on the quality of its design and its relationship to the surrounding area.
 - (2) The quality of design goes beyond the materials of construction to include scale, mass, color, proportion, and compatibility with adjoining developments.
 - (3) Colors shall be harmonious and only the use of compatible accents shall be permitted.
 - (4) Building components, such as windows, doors, eaves, and parapets, shall have good proportions and relationships to one another.
 - (5) For any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
 - (6) Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
- (c) *Statement of intent.* These standards are intended to promote imagination and innovation to encourage the development of high quality, integrated, walkable developments with variety in the appearance of buildings and sites within the overlay district. These standards are further intended to preserve and enhance the character, quality, and long-term sustainability of development in the city and to promote the public health, safety and welfare by providing for consistent and coordinated treatment of the property encompassed within the overlay district. The city LCI report (2006) identified a strong community preference for the city to grow in a more cohesive, sustainable pattern. The overlay district regulations include controls regarding the design of buildings, sites, structures, parking areas, signage, transportation facilities (pedestrian and vehicular), open space/greenspace, and landscaping (trees and vegetation).

(Comp. Ords. 2005, § 5-1816(A))

Sec. 44-197. Boundaries.

- (a) *General provisions.* The boundaries of the New Town Overlay District shall be any and all properties located within and any parcel with frontage along or property adjacent to the public right-of-way of the roadways listed in subsection (b) of this section. The provisions of the overlay do not apply to new single-family detached homes or subdivisions or to the alteration of existing single-family homes to remain.
- (b) *Roadways named.* The roadway corridors that comprise the boundaries of the overlay district subject to these provisions are as follows:
 - (1) Main Street south from First Avenue to Seaboard Drive.
 - (2) Seaboard Drive from Main Street to the Silver Comet Trail.

- (3) State Route No. 6/U.S. Hwy. 278 from the intersection of Seaboard Drive to Pumpkinvine Creek.
 - (4) State Route No. 120/Buchanan Street from the Silver Comet Trail to West Memorial Drive.
 - (5) West Avenue from U.S. Hwy. 278 to the Silver Comet Trail.
 - (6) West Memorial Drive from U.S. Hwy. 278 to Main Street.
 - (7) East Memorial Drive from Main Street to Park Street.
 - (8) Confederate Avenue from Memorial Drive to a distance 500 feet north of Memorial Drive.
 - (9) Park Street from East Memorial Drive to Hardee Street.
 - (10) First Avenue from Hardee Street to Main Street.
- (c) *Downtown subdistrict.* The downtown subdistrict shall include all properties located within and any parcel with frontage along or property adjacent to the public right-of-way of the following boundaries:
- (1) Main Street south from First Avenue to the Southern Railway.
 - (2) The northern edge of the Southern Railway from Main Street to West Memorial Drive (properties along the southern edge of the railway are not to be included in the downtown subdistrict).
 - (3) West Memorial Drive from the Southern Railway to Main Street.
 - (4) Confederate Avenue from Memorial Drive to a distance 500 feet north of Memorial Drive.
 - (5) East Memorial Drive from Main Street to Park Street.
 - (6) Park Street from East Memorial Drive to Hardee Street.
 - (7) First Avenue from Hardee Street to Main Street.

(Comp. Ords. 2005, § 5-1816(B))

Sec. 44-198. Planning commission approval.

- (a) Approval by the city planning commission shall be required for any proposed or revised development plan or structure or structural alteration in the New Town Overlay District, including approval of the architectural design, landscaping, sewerage, drainage, parking, signage, lighting, and access to the property and shall be necessary prior to:
 - (1) The establishment of any use of the land;
 - (2) The issuance of any improvement location permit;
 - (3) The erection, construction, or structural alteration of any buildings within the district; or
 - (4) Modification or revision of any site development plan.
- (b) The city or its agents, in reviewing applications, shall examine factors concerning the site, site plan, and the surrounding area, which include, but are not limited to, the following items:
 - (1) Topography;
 - (2) Zoning on-site;
 - (3) Surrounding zoning and existing land use;
 - (4) Streets, curbs, gutters, and sidewalks;
 - (5) Access to public streets;
 - (6) Driveway and curb cut locations in relation to other sites;
 - (7) General vehicular and pedestrian traffic;
 - (8) Internal site circulation including connectivity with adjoining parcels and developments;
 - (9) Special and general easements for public or private use;
 - (10) On-site and off-site surface and subsurface storm and water drainage;
 - (11) On-site and off-site utilities;
 - (12) The means and impact of sanitary sewage disposal and water supply technique;
 - (13) Protective restrictions or covenants and/or recorded commitments;
 - (14) Outdoor storage areas;
 - (15) Provisions for adequate and acceptable minimum and maximum setbacks, lighting, signage, screening, landscaping, and compatibility with existing platted residential use; and
 - (16) Effects the proposed project may have on the entire New Town Overlay District.

In addition, thereto, the city, at its discretion, may request and require architectural drawings which are to be stamped/certified by a professional architect, registered landscape architect, and/or specific engineering plans stamped by a professional engineer, for any and all buildings, out parcels, or other such aspects of the site and/or its development as the city may deem necessary for its review of the application and development plans and proposal.

(Comp. Ords. 2005, § 5-1816(C))

Sec. 44-199. Building design standards.

(a) *Architectural design requirements.*

- (1) Structures within the New Town Overlay District shall have a "turn of the century" design aesthetic. Building designs should be reminiscent of structures built between 1880 and 1920, with a strong sense of proportion, a pedestrian scale, and facades typically comprised of masonry (including brick), wood and glass.
- (2) Building designs should emphasize vertical proportions where the height of individual buildings, windows, and other building elements should exceed their width.
- (3) Structures longer than 100 feet in length shall create variations in the facade through varying the cornice height, facade depth, materials, textures, colors, and/or window and door patterns to provide visual interest and avoid imposing or monotonous facades.
- (4) Exterior metal walls shall be prohibited on all buildings erected, constructed, altered, repaired or used in this New Town Overlay Zone, which abut, are adjacent to or are visible from any of the roadway corridors that define the district's boundaries.
- (5) Building facades may be constructed from masonry (including brick), glass, and/or wood as defined below, or other materials or products which provide the same desired stability and quality. (Please note: Building facades to be regulated by this district include all building sides which are visible from any public street or sidewalk within the district.) Products other than the following listed products must be approved by the city:
 - a. Masonry construction. Masonry construction shall include all masonry construction that is composed of solid, faced, or veneered-wall construction (excluding masonry boards, concrete masonry units (CMU) and/or cinder blocks, unless otherwise approved by the city) with standard brick size.
 1. Stone material used for masonry construction may consist of granite, sandstone, slate, limestone, marble, or other hard or durable all-weather stone. Ashlar, cut stone, and dimensioned stone construction techniques are acceptable.
 2. Brick material used for masonry construction shall be composed of hard fired (kiln-fired) all weather standard size brick or other all-weather facing brick.
 - b. Glass walls. Glass walls shall include glass curtain walls construction. Glass curtain wall shall be defined as an exterior wall which carries no floor or roof loads, and which may consist of a combination of glass and other surfacing materials supported in a metal framework.
 - c. Wood construction. Wood construction shall include wood siding, board and baton, and other traditional wood construction. Fiberboard (Hardi plank and/or similar products) may be allowed with approval of the city. Other synthetic siding material including vinyl siding and metal siding are prohibited as a facade material within the overlay district.
- (6) The materials and finishes of exposed roofs shall compliment those used for the exterior walls. Exposed roofs shall be defined as that portion of a roof visible from ground level of any public roadway or public area (sidewalk and/or parking area) or residentially zoned or used area.
- (7) Roof-mounted equipment (mechanical and all other) shall be screened from view. The appearance, materials, and color of roof screens shall be coordinated with the building to maintain a unified appearance.
- (8) All building mechanical and electrical equipment located adjacent to the building and visible from any public roadway, public area (including sidewalks and/or parking areas), or a residentially zoned or used area shall be screened from view. Such screens and enclosures shall be treated as an integral element of the building's appearance and shall thus consist of materials and colors that are compatible with the building facade and/or dense landscaping.
- (9) The exposed walls and roofs of buildings shall be maintained in a clean, orderly, and attractive condition; free of cracks, dents, punctures, breakage, and other forms of visible marring. Materials that become excessively faded, chalked, or otherwise deteriorated shall be refinished, repainted or replaced.
- (10) Refuse and waste removal areas, loading berths, service yards, storage yards, and exterior work areas shall be screened from view from public ways.
- (11) Screening of service yards, ground mounted mechanical and electrical equipment, refuse/waste areas and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of these. Walls or fencing may be comprised of brick, stone, wrought iron or wood. No barbed wire, razor wire, chain link fence or similar elements shall be visible from any public area (roadway, sidewalk or parking area). Screening shall be equally effective in winter and summer.

(b) *Relationship of buildings to site.*

- (1) Buildings shall be placed in close proximity to public roadways, shall relate to roadways and pedestrian sidewalk areas, and shall promote easy access from sidewalks into buildings.

- (2) Setbacks and building edges shall be varied from building to building (up to ten feet in variation) to enhance visual interest and to prevent consistent building edges longer than 100 linear feet.
 - (3) Parking areas shall be located to the side and behind buildings. Parking and driveways may not be located between buildings and public roadways. Under special exception from the city, a maximum of two rows of parking may be allowed between buildings and federal or state designated highways. If parking and/or a driveway of any type is allowed under special exception, a landscape berm no less than 12 feet in width and four feet in height must be provided between public roadways and the parking and/or driveway positioned between the roadway and building.
 - (4) Pedestrian paths along public roadways may not be interrupted for more than 30 continuous linear feet by driveways. Pedestrian sidewalks/paths over driveways must be differentiated from driveway pavement through the use of another material or the same material with a different color and texture.
 - (5) Shared driveways serving multiple properties and inter-parcel access are strongly encouraged to minimize the number of driveways through pedestrian areas/sidewalks and the number of access points for each individual development and along major roadways.
 - (6) Deceleration lanes, except for those required by the department of transportation on federal or state controlled roadways, are not allowed within the New Town Overlay District.
 - (7) All new developments shall preserve a minimum of 15 percent of the development parcel as open space (natural or publicly accessible open space). The term "open space," as it relates to this requirement, does not include impervious surfaces with the sole exceptions of pedestrian sidewalks and multiuse trails.
 - (8) Plans for new developments and exterior alterations to any existing structures must include a detailed site plan that shows all sidewalks areas, parking areas, building footprints and entries, pedestrian paths from sidewalks and parking areas to building entries, clear transitions of the streetscape (sidewalks, landscaping and lighting) with adjacent parcels along all public roadways, and calculation of required open space.
 - (9) Parking areas shall be treated with decorative elements, building wall extensions, plantings, berms, or other innovative means so as to attractively landscape and/or screen parking areas from the view of public ways.
 - (10) Within the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
 - (11) Newly installed utility services, and service revisions necessitated by exterior alterations shall be underground.
 - (12) Within the downtown subdistrict the following additional provisions/restrictions shall apply:
 - a. All new structures in the downtown subdistrict shall be placed at the back of and adjacent to the pedestrian sidewalk.
 - b. The maximum block size in the downtown subdistrict is 200 feet. Blocks longer than 200 feet should be sub-divided to create alleyways, driveways, or new roadways at appropriate intervals.
 - c. All parking in the downtown subdistrict must be on-street parking or located to the side or behind buildings. No parking, other than on-street parallel parking, or driveways shall be permitted between the public roadway, pedestrian sidewalk, and facing building edges in the downtown subdistrict.
 - d. Parking areas to the side of any building in the downtown subdistrict must include a minimum five-foot planting area between the public sidewalk and the parking area. The planting area may include shade trees, shrubs, seasonal flowers, and/or benches, but shall not include impervious pavement or surfaces.
 - e. Curb cuts in the downtown subdistrict shall be a maximum of 24 feet in width. Shared driveways among multiple parcels and/or developments are encouraged to minimize the number of disruptions in the pedestrian environment/sidewalks.
 - f. Entrances to buildings within the downtown subdistrict must be clearly visible, face the public street, be directly accessible from the adjacent public sidewalk along the roadway, and must be unlocked during normal business hours.
 - g. There is no minimum open space requirement for buildings in the downtown subdistrict
- (c) *Minimum building height.*
- (1) All structures within the overlay district shall have a minimum building height of 24 feet measured to the top of the parapet wall on a flat roof or the lowest eave of a sloped roof and shall have the appearance of a two-story or taller structure.
 - (2) Downtown subdistrict structures must have a minimum of two occupied levels above grade.
- (d) *Uses in the downtown subdistrict.*
- (1) Structures including a vertical mix of uses with ground floor commercial uses (office, retail, restaurant, etc.) and office and/or residential units above are encouraged and hereby allowed within the downtown subdistrict in addition to any other uses allowed by the underlying zoning.
 - (2) For vertical mixed-use buildings, parking requirements shall be based on the parking required by the underlying zoning for the use on the ground floor plus one space per bedroom for residential units and three spaces for every 1,000 square feet of office space on upper floors.

(Comp. Ords. 2005, § 5-1816(D))

Sec. 44-200. Signage standards.

- (a) *Residential subdivisions and multifamily complexes.* Residential uses shall be permitted one freestanding sign (ground mounted) per main entrance, not to exceed two signs per development. Signs shall be monument-style in construction and limited to a maximum of 100 square feet per sign. Maximum sign height should not exceed 12 feet.
- (b) *Commercial and industrial uses.* Each development shall be permitted one freestanding sign (ground mounted). Signs shall be monument-style in construction and limited to a maximum of 100 square feet. Maximum sign height should not exceed 18 feet. Monument signs shall be limited to the use of no more than three colors. For the purposes of this section, a shopping center or similar use shall be permitted one main freestanding sign; no freestanding signs shall be permitted for individual establishments in shopping centers or similar uses. Out-parcels located within a shopping center complex are allowed one monument sign each, but no more than two for any single shopping center or development, not to exceed 40 square feet with a maximum height not to exceed eight feet. Signs shall be located ten feet off a roadway right-of-way and shall not obstruct sight distances nor impede pedestrian access.
- (c) *Wall signs.* In addition to subsection (b) of this section, each structure shall be permitted one on-structure, wall sign. For the purposes of this section, a shopping center or similar use shall be permitted one wall sign per tenant. On-structure signs shall not project above the eave line for buildings with pitched roofs or above the cornice line for buildings with flat roofs. The top of any wall sign shall be placed no higher than 24 feet above the ground nor extend from the wall more than 12 inches. Individual wall signs are limited in size and shall be no larger than ten percent of the building face projection for the applicable business or structure (for example: a building face that is 40 feet by 20 feet equals 800 square feet total and would be limited to a wall sign no larger than 80 square feet).
- (d) *Construction.* Freestanding signs shall be ground mounted, monument type structures constructed of the same material as and designed to complement the principle building's architecture. Wall signs must closely resemble and shall be compatible with the building's architecture. Signs shall not have reflective backgrounds or reflective lettering. Digital or electronic controlled message components shall comprise no more than 33 percent of the total sign area. Scrolling text shall be permitted including date, time, and temperature. No message shall be displayed for an interval of less than ten seconds.
- (e) *Illuminations.* All signs must be illuminated by an externally located stationary light source, shielded and directed solely at the sign. Freestanding/monument signs are limited to one lighting source per sign face. Colored lamps are not permitted. Wall signs may include no more than one lighting source per eight feet of sign length. Internally lit signs (freestanding and wall signs) are not permitted.
- (f) *Landscaping.* Landscaping shall be integrated with installation of freestanding signs in a manner that preserves sight distances and pedestrian access.
- (g) *Window signs.* Window signs shall not exceed ten percent of the total window area. Temporary interior window signs shall not exceed one-fourth of the total window area on the facade in which the windows face. No business shall display temporary window signs for more than 30 consecutive days or more than a total of 90 days in any calendar year.
- (h) *Other sign requirements.* No permanent banners or streamers or inflated devices of any kind are allowed within the overlay district. Temporary banners are allowed for a maximum of 30 days upon written approval from the city. Bench signs; flashing, blinking, and traveling signs; portable, mobile and trailer signs; and roof signs are prohibited. Neon signs are strongly discouraged and require written approval from the city.
- (i) *Hanging and suspended signs.* Within the downtown subdistrict, freestanding or monument signs as described in subsections (a) and (b) of this section are limited to a maximum of 40 square feet. On-structure signs may be turned perpendicular to the building and hung from the building facade provided no sign is larger than 30 square feet and the sign is not located within 50 feet of the Dallas Theatre marquee. Hanging, suspended or projecting signs in the downtown subdistrict shall hang no lower than seven feet above the public sidewalk and project no more than four feet from the building face. Hanging or suspended signs must project from the wall at a 90-degree angle.

(Comp. Ords. 2005, § 5-1816(E))

Sec. 44-201. Landscaping plan.

- (a) *Procedure and contents.* A landscaping plan shall be submitted to the city, or its designee, for their approval at the same time other plans (i.e., architectural design, lighting, parking, signage, and site plans) are submitted to the city. This plan shall be drawn to scale, including dimensions and distance, shall delineate all existing and proposed structures, private parking areas, walks, ramps for handicapped, terraces, driveways, signs, lighting standards, steps, and other similar structures; and shall delineate the location, size, and description of all landscape materials. Landscape treatment for plazas, roads, paths, service and private parking areas shall be designed as an integral and coordinated part of the landscape plan for the entire development parcels. Additional information may be requested by the city or its designee for the filing of landscaping plans.
- (b) *Areas to be landscaped.* The following areas are to be landscaped:
- (1) *Greenbelt.*
 - a. *Nonresidential.* A greenbelt (located on the front-side of buildings) shall be suitably landscaped and shall be otherwise unoccupied except for steps, walkways, terraces, lighting standards, benches, and other similar structures, but excluding driveways and parking areas. The greenbelt shall be a minimum of five feet wide for all commercial buildings. Mounding and other innovative treatments are to be especially encouraged in this area.
 - b. *Residential.* The greenbelt shall include a ten-foot landscaped strip along all exterior building edges and shall be otherwise unoccupied except for steps, walkways, terraces, porches, stoops, lighting standards, benches, and other similar structures, but excluding driveways and parking areas.
 - c. *Downtown subdistrict.* A greenbelt adjacent to buildings is not required in the downtown subdistrict.
 - (2) *Peripheral planting.* There shall be peripheral landscaping strips, a minimum of five feet in depth/width, located along any parking area which abuts any front, side, or rear property line.
 - (3) *Planting within parking lots.* All parking lot landscaping shall be a quality to improve and enhance the site and its surrounding area. Effective use of mounding and existing topography is encouraged. Efforts to break up large expanses of pavement are to be encouraged by the interspersing of appropriate planting areas wherever possible, and shall be reasonably dispersed throughout the parking area. Not less than five percent of a private parking lot shall be landscaped. Landscaping shall be specifically provided at the ends of parking rows and as a means of separating parking from major circulation isles within lots. One shade tree must be provided within parking areas for every 20 parking spaces provided. Parking areas with less than 20 parking spaces are not required to include plantings within the parking area, but should seek to screen parking from adjacent roadways and properties. For purposes of this computation, landscaping in the greenbelt (adjacent to buildings) and on the periphery of the lot shall not be included.
- (c) *Landscaping standards.*
- (1) The interior dimensions, specifications, and design of any planting area or planting medium proposed to be constructed shall be sufficient to protect the landscaping materials planted therein and to provide for proper growth.
 - (2) Primary landscaping materials used in the greenbelt, adjacent to buildings, shall consist of one or a combination of the following:
 - a. Shade trees;
 - b. Ornamental trees;
 - c. Shrubs;
 - d. Ground covers;
 - e. Grass ;
 - f. Mulches;
 - g. Etc.
 - (3) The primary landscaping materials used in and around private parking areas shall be trees, which provide shade at maturity. Shrubbery, hedges, and other planting material may be used to compliment tree landscaping, but shall not be the sole contribution to the landscaping.
 - (4) All shade trees proposed to be used in accordance with any landscaping plan shall be a minimum of eight feet in overall height and have a minimum trunk diameter of 2½ inches, 12 inches above the ground, upon planting. They should be of a variety which will attain an average mature spread greater than 20 feet. The types of trees shall be those specified in chapter 16, article II, tree preservation. Varieties of oak, elm, and maple trees, particularly those with fall color, are encouraged.
 - (5) Landscaping materials selected should be appropriate to local growing and climatic conditions. Wherever appropriate, existing trees should be conserved and integrated into the landscaping plan. Plant material shall be selected for interest in its structure, texture, color and for its ultimate growth. Indigenous and other hardy plants that are harmonious to the design and of good appearance shall be used.
 - (6) The landscaping plan shall ensure that sight distances are not obstructed for drivers of motor vehicles.

- (7) Where natural or existing topography patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography shall be permitted where it contributes to good appearance.
 - (8) Grades of walkways, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
 - (9) Landscape treatment shall be provided to enhance architectural features, strengthening vistas and important axis, and provide shade. Spectacular effects shall be reserved for special locations only.
 - (10) Unity of designs shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments.
 - (11) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, tree guards, or other devices.
 - (12) Where building sites limit planting, the placement of trees in parkways or paved areas is encouraged.
 - (13) In areas where general planting will not prosper, other materials such as fences, walls and pavings of wood, brick, stone, gravel, and cobbles shall be used. Carefully selected plants shall be combined with such materials where possible.
 - (14) Miscellaneous structures and street hardware shall be designed to be part of the architectural concept of design and landscape. Materials shall be compatible with buildings, scale shall be good, colors shall be in harmony with buildings and surroundings, and proportions shall be attractive.
 - (15) Lighting in connection with miscellaneous structures and street hardware (benches, lighting, trash receptacles, etc.) shall meet the criteria applicable to site, landscape, buildings and signs.
- (d) *Landscaping installation and maintenance.*
- (1) *Installation.* All landscaping required by the approved landscaping plan shall be installed prior to the issuance of a building certificate of occupancy permit if said permit is issued during a planting season, or within six months of the date an occupancy permit is issued during a nonplanting season. If not planted, a bond shall be required for plantings for a period of one year (12 months) from date of certificate of occupancy.
 - (2) *Maintenance.* It shall be the responsibility of the owners and their agencies to ensure proper maintenance of the landscaping, in accordance with the standards set by this chapter and as indicated on the landscaping plan, which has been approved by the city. This is to include, but not limited to, replacing dead plantings with identical varieties or a suitable substitute, and keeping the area free of refuse and debris.
 - (3) *Changes after approval.* No landscaping which has been approved by the city may later be altered, eliminated, or sacrificed, without first obtaining further approval from the city.
 - (4) *Inspection.* The city shall have the authority to visit any lot within the New Town Overlay District to inspect the landscaping and check it against the approved plan on file.

(Comp. Ords. 2005, § 5-1816(F))

Sec. 44-202. Sidewalk requirements.

- (a) The installation of sidewalks and crosswalks in all developments, residential and commercial, shall be required for developments subject to this chapter. The sidewalks shall be typically constructed of concrete or other durable materials in keeping with the architectural design and surrounding area as approved by the city, and shall be subject to review and approval by the city during the plan review process.
- (b) Sidewalks along primary streets shall be a minimum of ten feet in width. A 20-foot buffer of landscaping shall be placed between U.S. Highway 278 and pedestrian sidewalks. A minimum ten-foot buffer of landscaping and/or brick pavers shall be placed between all other primary roadways and pedestrian sidewalks. Primary roadways shall include:
 - (1) State Route No. 6/U.S. Hwy. 278;
 - (2) South Main Street from Foster Avenue to U.S. Hwy. 278;
 - (3) Seaboard Drive;
 - (4) West Avenue from U.S. Hwy. 278 to the Silver Comet Trail;
 - (5) South Johnston Street between the Southern Railway and Main Street;
 - (6) State Route No. 120/Buchanan Street from U.S. Hwy. 278 to West Memorial Drive; and
 - (7) West Memorial Drive from U.S. Hwy. 278 to the Southern Railway.
- (c) Sidewalks along secondary streets shall be a minimum of eight feet in width. A minimum four-foot buffer of landscaping and/or brick pavers shall be placed between roadways and pedestrian sidewalks. Secondary streets shall include all other public roadways within the district not identified as primary roadways outside of the downtown subdistrict.
- (d) In the downtown subdistrict, sidewalks shall be a minimum of six feet in width. A minimum four-foot buffer of landscaping, planters, and/or brick pavers shall be placed between roadways and pedestrian sidewalks.

- (e) Within landscape and/or brick paver buffers along all public roadways, street trees shall be planted at no less than 40 feet on center. Roadway and pedestrian lighting shall be placed at no less than 80 feet on center along primary and secondary streets and no less than 60 feet in the downtown subdistrict.

(Comp. Ords. 2005, § 5-1816(G))

Sec. 44-203. Parking requirements.

The number of parking spaces required is established in this chapter, depending upon the zoning and the intended land use. Alternatives to the established parking requirements may be granted to developments which have a mixture of uses whose peak parking requirements do not coincide in time and thereby may share parking spaces. The applicant shall provide expertly prepared justification for seeking such exception (i.e., a reference such as shared parking, Urban Land Institute). There shall be an appropriate number of parking spaces, accessible to the buildings and identification as reserved for use by handicapped individuals, and these spaces shall be of sufficient width to accommodate their needs. All parking standards shall comply with this chapter.

(Comp. Ords. 2005, § 5-1816(H))

Sec. 44-204. Lighting requirements.

In reviewing the lighting plan for any proposed development within the New Town Overlay District, factors to be considered by the community development department shall include, but are not limited to:

- (1) Safety provided by the lighting;
- (2) Security provided by the lighting;
- (3) Possible light spillage or glare onto adjoining properties or streets. Down-shielding is encouraged and spillage or glare onto adjoining properties is prohibited;
- (4) Attractiveness of the lighting standards and their compatibility with the overall treatment of the property;
- (5) Height, placement, and spacing of lighting standards considering the use (maximum height of 30 feet); and
- (6) Exterior lighting, when used, shall enhance the building and the adjoining landscape. Lighting standards and building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided.

(Comp. Ords. 2005, § 5-1816(I))

Sec. 44-205. Access to individual sites.

- (a) Transportation corridors by their functional nature as primary thoroughfares and circulation routes must have reasonable restrictions as to the number and location of access points within the overlay district.
- (b) The following listed roadways represent major roadways in the overlay district, which must be controlled as to the number of access points (curb cuts) permitted:
 - (1) Main Street.
 - (2) Seaboard Drive.
 - (3) State Route No. 6/U.S. Highway 278.
 - (4) State Route No. 120/Buchanan Street.
 - (5) West Memorial Drive.
 - (6) South Johnston Street.
 - (7) West Avenue.
- (c) In order to provide safe and sufficient traffic movement to and from adjacent lands and to protect the functional integrity of the roadways as primary thoroughfares and circulation routes, curb cuts and access points along these roadways should be minimized. Access at the side or rear of buildings and alleyways to accommodate service delivery functions and secondary access are encouraged. New access points onto these primary roadways within the district shall be coordinated with existing access points whenever possible. Inter-parcel access and other strategies to minimize the number of necessary curb cuts are encouraged. Access to proposed developments shall be provided by the state department of transportation and/or city access management standards, policies, guidelines, and regulations.
- (d) Curb cuts are prohibited on Main Street and Memorial Drive within the downtown subdistrict if the property is accessible from another public roadway.

(Comp. Ords. 2005, § 5-1816(J))

Sec. 44-206. Access to potential development sites.

Stub streets shall be built in all cases where adjacent lots have reasonable potential for development. Reasonable potential shall include any adjacent parcel of adequate size for commercial or residential development or any adjacent parcel so determined by the city.

(Comp. Ords. 2005, § 5-1816(K))

Sec. 44-207. Other standards.

- (a) *Outside storage prohibited.* No outside, unenclosed storage of refuse (whether or not in containers) shall be permitted on any lot.
- (b) *Temporary or seasonal sales.* Temporary or seasonal sales are allowed within the district on a case-by-case basis for a maximum of four times per year with written approval from the director of community development for a maximum of no more than 30 consecutive days or more than a total of 90 days in any calendar year. Requests for temporary or seasonal sales shall be made in writing accompanied by a recorded plat of the site and written permission by the property owner to the director of community development. A business license is required of all approved temporary or seasonal sales. Outdoor sales (if allowed by the underlying zoning district) must be covered. Examples of coverings include, but are not limited to, tents and awnings.
- (c) *Loading berth requirements.* Loading berth requirements shall be as specified in the underlying districts, except that any loading or unloading berth or bay shall be screened from view as detailed in this chapter.
- (d) *Accessory buildings and uses.* All accessory buildings and uses which are permitted in the underlying districts shall be permitted within the overlay district, except that any detached accessory building on any lot shall be designed and constructed with the same material as the principle building as to be compatible with the principle building with which it is associated. All accessory buildings shall have a roof.
- (e) *Paving requirements.* All parking areas shall be finished with a hard surface such as asphalt, concrete or other materials approved by the community development department.
- (f) *Underground utilities.* All utilities including, but not limited to, electric, cable, and phone services shall be underground unless otherwise approved by the community development department after written submittal providing justification for overhead utility services.
- (g) *Truck and trailer parking.* Overnight parking of tractor trailers, semi-trucks, commercial trucks, semi-trailers, boats, campers, or recreational vehicles is strictly prohibited within the New Town Overlay District.

(Comp. Ords. 2005, § 5-1816(L))

Secs. 44-208—44-211. Reserved.

DIVISION 5. CORRIDOR OVERLAY DISTRICT

Sec. 44-212. C-O corridor overlay district.

(1) *Purpose, intent, and authority.*

- a. *Purpose.* It is the purpose of this district to establish standards for the design of sites, buildings, structures, plantings, signs, street hardware and such other improvements that are visible to the public and affect the physical development of land within the Georgia State Routes 6, 6 Business and 61 corridors which shall be designated as corridor overlay district.

The following standards shall be considered in evaluating projects proposed within the corridor overlay district:

1. All structures will be evaluated on the overall appearance of the project and shall be based on the quality of its design and its relationship to the surrounding area.
2. The quality of design goes beyond the materials of constructions to included scale, mass, color, proportion and compatibility with adjoining developments.
3. Colors shall be harmonious and only the use of compatible accents shall be permitted.
4. Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.
5. Any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

6. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
- b. *Statement of intent.* These standards are intended to promote high quality creative development that will combine imagination, innovation, and variety in the appearance of buildings and sites in the overlay corridors. These standards are further intended to preserve and enhance property values and to promote the public health, safety and welfare by providing for consistent and coordinated treatment of the property encompassed by the Georgia State Route 6, 6 Business and 61 Corridors.
- c. *Title.* This portion of the zoning ordinance shall be known as the corridor overlay district of the City of Dallas, Georgia.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-213. Boundaries.

- (a) *State Route 6 (Jimmy Campbell Parkway).* The boundaries of the State Route 6 corridor overlay district are located on either side of the centerline of State Route 6 and incorporate any parcel of land with right-of-way frontage on or that is visible from the highway corridor.
- (b) *State Route 6 Business (Merchants Drive, East Memorial Drive, West Memorial Drive and Buchanan Highway).* The boundaries of the State Route 6 business corridor overlay district are located on either side of the centerline of State Route 6 business beginning at the east city limits of the City of Dallas, Georgia and ending at the west city limits. This corridor shall incorporate any parcel of land with right-of-way frontage on or that is visible from the highway corridor.
- (c) *State Route 61 (Nathan Dean Boulevard, Merchants Drive, East Memorial Drive and Confederate Avenue).* The boundaries of the State Route 61 business corridor overlay district are located on either side of the centerline of State Route 61 beginning at the south city limits of the City of Dallas, Georgia and ending at the north city limits. This corridor shall incorporate any parcel of land with right-of-way frontage on or that is visible from the highway corridor.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-214. Planning commission approval.

Approval by the City of Dallas Planning Commission or such agency designated by the mayor and council of the City of Dallas, Georgia shall be required for any proposed or revised development plan or NEW structure in the corridor overlay district. Prior approval of the architectural design, landscaping, sewerage, drainage, parking, signage, lighting and access to the property shall be necessary prior to: (1) the establishment of any use of the land; (2) the issuance of any improvement location permit; (3) the construction of any building(s) in the corridor overlay districts or (4) modification or revision of any site development plan. Any alteration to, or replacement of existing signage within the corridor overlay district shall conform to Section 5 of this section.

The City of Dallas Planning Commission, in reviewing applications, shall examine factors concerning the site, site plan, and the surrounding area, which include but are not limited to the following items:

- (1) Topography;
- (2) Zoning on site;
- (3) Surrounding zoning and existing land use;
- (4) Streets, curbs, gutters, and sidewalks;
- (5) Access to public streets;
- (6) Driveway and curb cut locations in relation to other sites;
- (7) General vehicular and pedestrian traffic;
- (8) Internal site circulation including connectivity with adjoin parcels and developments;
- (9) Special and general easements for public or private use;
- (10) On-site and off-site surface and subsurface storm and water drainage;
- (11) On-site and off-site utilities;
- (12) The means and impact of sanitary sewage disposal and water supply technique;
- (13) Dedication of City of Dallas approved streets and right-of-way;
- (14) Protective restrictions or covenants and/or recorded commitments;
- (15) Outdoor storage areas;

- (16) Provisions for adequate and acceptable setbacks, lighting, signage, screening, landscaping, and compatibility with existing platted residential use; and
- (17) Effects the proposed projects may have on the entire Corridor Overlay District.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-215. Building design standards.

(a) *Architectural design requirements/non-residential.*

- (1) Exterior metal walls shall be prohibited on all buildings erected, constructed, altered, repaired, or used in the overlay district, which abut are adjacent to, or are visible to State Routes 6, 6 Business or 61.
- (2) Building facades may be constructed from masonry or glass, as defined below, or other materials or products which provide the same desired stability and quality. Products other than those listed below must be approved by the city.
 - a. *Masonry construction:* Which shall include all masonry construction that is composed of solid, faced, or veneered-wall construction with standard brick size (excluding masonry boards and cinder blocks, unless otherwise approved by the city.
 - i. Stone material used for masonry construction may consist of [f] granite, sandstone, slate, limestone, marble, or other hard or durable all-weather stone. Ashlar, cut stone, and dimensioned stone construction techniques are acceptable.
 - ii. Brick material used for masonry construction shall be composed of hard fired (Kiln-fired) all weather standard brick or other all-weather facing brick.
 - b. *Glass walls:* Which shall include glass curtain walls or glass block construction. Glass curtain wall shall be defined as an exterior wall which carries no floor or roof loads, and which may consist of a combination of metal, glass and other surfacing materials supported in a metal framework.
 - c. *Wood construction.*
- (3) The materials and finishes of exposed roofs shall complement those used for the exterior walls. Exposed roofs shall be defined as that portion of a roof visible from ground level of the corridor or any adjacent public thoroughfare or residentially zoned or used area.
- (4) Roof mounted equipment on exposed roofs shall be screened from view. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
- (5) All building mechanical and electrical equipment located adjacent to the building and visible from a public thoroughfare or a residentially zoned or used area shall be screened from view. Such screens and enclosures shall be treated as an integral element of the building's appearance.
- (6) The exposed walls and roofs of buildings shall be maintained in a clean, orderly, and attractive condition; free of cracks, dents, punctures, breakage, and other forms of visible marring. Materials that become excessively faded, chalked or otherwise deteriorated shall be refinished, repainted or replaced.
- (7) Refuse and waste removal areas, loading berths, service yards, storage yards, and exterior work areas shall be screened from view from public ways.

(b) *Relationships of buildings to site.*

- (1) The site shall be planned to accomplish a desirable transition with the streetscape and provide for adequate planting, safe pedestrian movement and parking area.
- (2) Site planning in which setbacks and yards are in excess of zoning restrictions is encourage[d] to provide an interesting relationship between buildings.
- (3) Parking areas shall be treated with decorative elements, building wall extensions, plantings, berms or other innovative means so as to attractively landscape and/or screen parking areas from view public ways.
- (4) Without redistricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
- (5) Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.

(c) *Minimum building height.* All uses within the corridor overlay districts shall have minimum building heights of 14 feet with a minimum of 12 feet to the lowest eaves for a building with a gable, hip or gambrel roof.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-216. Signage standards.

- (a) *Residential subdivisions and multi-family complexes:* These residential uses shall be permitted one freestanding sign (ground mounted) per main entrance, not to exceed two signs per development. Signs shall

be monument in construction and limited to a maximum of 100 square feet per sign. Maximum sign height should not exceed 15 feet.

- (b) *Commercial and industrial uses:* Each parcel shall be permitted one freestanding sign, provided all other standards are met. In addition, each structure shall be permitted one on-structure sign. For the purposes of this section, a shopping center or similar use shall be permitted one main freestanding sign; no freestanding signs shall be permitted for individual establishments in shopping centers or similar uses. Signs shall be monument construction and limited to a maximum of 100 square feet. Maximum sign height should not exceed 25 feet. Out-parcels located within an overall shopping center complex are allowed one monument sign not to exceed 50 square feet with a maximum height not to exceed 15 feet.
- (c) *Location:* Signs shall be located ten feet off a street right-of-way and not obstruct sight distances nor shall signs impede pedestrian access.
- (d) *On-structure signs (wall signs):* Signs (wall signs) shall not project above the eaves line for buildings with pitched roofs or above the roofline for buildings with flat roofs. In addition, the top of the wall sign shall be placed no higher than 20 feet above the ground nor extended from the wall more than 12 inches.
- (e) *Construction:* Freestanding signs shall be ground mounted, monument type structures constructed of the same material as the principle building designed to complement the principle building architecture. Signs shall not have reflective backgrounds or reflective lettering. Digital or electronic controlled message components shall comprise no more than 50 percent of sign area. No flashing or scrolling text shall be permitted and with the exception of the date, time and temperature, no message shall be displayed for an interval of less than 30 seconds. Signs may be illuminated only by an externally located stationary light source, shielded and directed solely at the sign (one source per sign face). Colored lamps are not permitted.
- (f) *Landscaping:* Landscaping shall be integrated with installation of freestanding signs, provided sight distances and pedestrian access can be maintained.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-217. Landscaping plan.

- (a) A landscaping plan shall be submitted to the city for approval at the same time other plans (i.e., architectural design, lighting, parking, signage and site plans) are submitted to the city for review. This plan shall be drawn to scale, including dimensions and distance, shall delineate all existing and proposed structures, private parking areas, walks, ramps for handicapped, terraces, driveways, signs, lighting standards, steps and other similar structures; and shall delineate the location, size and description of all landscape materials. Landscape treatment for plazas, roads, paths, service and private parking areas shall be designed as an integral and coordinated part of the landscape plan for the entire lot. Additional information may be requested by the city for the filing of landscaping plans.
- (b) *Areas to be landscaped:*
 - (1) *Greenbelt.*
 - [a.] *(Non-Residential).* The Greenbelt (located on the front-side of buildings) shall be suitably landscaped and shall be otherwise unoccupied except for steps, walks, terraces, driveways, lighting standards, and other similar structures, but excluding private parking areas. The Greenbelt shall be a minimum of ten feet wide. Mounding and other innovative treatments are to be especially encouraged in this area.
 - [b.] *(Residential)* The Greenbelt shall include a 20-foot landscaped strip along the site's frontage along the corridor and other public roads excluding curb-cut right-of-way(s). Landscaping shall include evergreen trees, other acceptable vegetative material, berms or a combination thereof.
 - (2) *Peripheral planting.* There shall be peripheral landscaping strip, four feet in depth, located along the side of any private parking area which abuts any side or rear property line.
 - (3) *Planting within parking lots.* All parking lot landscaping shall be a quality to improve and enhance the site and its surrounding area. Effective use of mounding and exiting topography is encourage[d]. Landscaping and planning areas shall be reasonably dispersed throughout the parking area and not less the five percent of a private parking lot shall be landscaped. (For purposes of this computation, landscaping in: 1) the Greenbelt; 2) adjacent to buildings; and 3) on the periphery of the lot shall not be included.) Landscaping shall be specifically provided at the ends of parking rows and as a means of separating parking from major circulation isles within lots.
- (c) *Landscaping standards.*
 - (1) The interior dimensions, specifications and design of any planting area or planting medium proposed to be constructed shall be sufficient to protect the landscaping materials planted therein and to provide for proper growth.
 - (2) Primary landscaping materials used in the Greenbelt and adjacent to buildings shall consist of one of a combination of the following: shade trees, ornamental trees, shrubs, ground covers, grass, mulches, etc.
 - (3) The primary landscaping materials used in and around private parking areas shall be trees, which provide shade at maturity. Shrubbery, hedges, and other planting material may be used to complement tree landscaping, but shall not be the sole contribution to the landscaping.

- (4) All shade trees proposed to be used in accordance with any landscaping plan shall be a minimum of eight feet in overall height and have a minimum trunk diameter, 12 inches above the ground of two inches upon planting. They should be of a variety which will attain an average mature spread greater than 20 feet. The types of trees shall be approved by the city prior to installation.
 - (5) Landscaping materials selected should be appropriate to local growing and climatic conditions. Wherever appropriate existing trees should be conserved and integrated into the landscaping plan. Plant material shall be selected for interest in its structure, texture, color and for its ultimate growth. Indigenous and other hardy plants that are harmonious to the design, and of good appearance shall be used.
 - (6) The landscaping plan shall ensure that sight distances are not obstructed for drivers of motor vehicles.
 - (7) Where natural or existing topography patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography shall be permitted where it contributes to good appearance.
 - (8) Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
 - (9) Landscape treatment shall be provided to enhance architectural features, strengthening vistas and important axis, and provide shade. Spectacular effects shall be reserved for special locations only.
 - (10) Unity of designs shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments.
 - (11) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.
 - (12) Where building sites limit planting, the placement of trees in parkways or paved areas is encouraged.
 - (13) Screening of service yards and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of these. Screening shall be equally effective in winter and summer.
 - (14) In areas where general planning will not prosper, other materials such as fences, walls, and pavings of wood, brick, stone, gravel, and cobbles shall be used. Carefully selected plants shall be combined with such materials where possible.
 - (15) Miscellaneous structures and street hardware shall be designed to be part of the architectural concept of design and landscape. Materials shall be compatible with buildings, scale shall be good, colors shall be in harmony with buildings and surroundings and proportions shall be attractive.
 - (16) Lighting in connection with miscellaneous structures and street hardware shall meet the criteria applicable to site, landscape, buildings and signs.
- (d) *Landscaping installation and maintenance.*
- (1) *Installation.* All landscaping required by the approved landscaping plan shall be installed prior to the issuance of a building certificate of occupancy permit if said permit is issued during a planting season, or within six months of the date an occupancy permit is issued during a non-planting season. If not planted, a bond shall be required for plantings for a period of one year (12 months) from the date of certificate of occupancy.
 - (2) *Maintenance.* It shall be the responsibility of the owners and their agencies to ensure proper maintenance of the landscaping, in accordance with the standards set by this [chapter] and as indicated on the landscaping plan, which has been approved by the city. This is to include, but not limited to, replaced dead plantings with identical varieties or a suitable substitute, and keeping the area free of refuse and debris.
 - (3) *Changes after approval.* No landscaping which has been approved by the city may later be altered, eliminated or sacrificed, without first obtaining further approval from the city.
 - (4) *Inspection.* The city shall have the authority to visit any lot within the corridor overlay district to inspect the landscaping and check it against the approved plan on file.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-218. Parking requirements.

Parking is to be discouraged between the required Greenbelt and the building(s) when other suitable areas for parking exist on the property; however, a maximum of 20 percent private parking may be permitted in the area between the Greenbelt and the planting on the periphery of the property. Efforts to break up large expanse of pavement are to be encourage[d] by the interspersing of appropriate planting areas wherever possible. The number of parking spaces required is established in the City of Dallas Zoning Ordinance, depending upon the zoning and the intended land use. Alternatives to the established parking requirements may be granted to developments which have a mixture of uses whose peak parking requirements do no[t] coincide in time and thereby may share parking spaces. The applicant shall provide expertly prepared justification for seeking such exception (i.e., a reference such as "share parking," Urban Land Institute). There shall be an appropriate number of parking spaces, accessible to the building(s) and identification as reserved for use by handicapped individuals, and these spaces shall be of sufficient width to accommodate their needs. All parking standards shall comply with the zoning ordinance.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-219. Lighting requirements.

In reviewing the lighting plan for a lot proposed to be developed in the corridor overlay district, factors to be considered by the city shall include but are not limited to:

- (1) Safety provided by the lighting;
- (2) Security provided by the lighting;
- (3) Possible light spillage or glare onto adjoining properties or streets. (Down-shielding is encouraged and spillage or glare onto adjoining properties is prohibited);
- (4) Attractiveness of the lighting standards and their compatibility with the overall treatment of the property;
- (5) Height amid placement of lighting standards considering the use (maximum height of 30 feet); and
- (6) Exterior lighting, when used, shall enhance the building and the adjoining landscape. Lighting standards and building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-220. Access to individual sites.

The Corridor streets by their functional nature as primary thoroughfares, must have reasonable restrictions as to the number and location of access points within the overlay districts.

State Road 6 (Jimmy Campbell Parkway) represents a major thoroughfare, which must be controlled as to the number of access points ('curb cuts') permitted.

Therefore, in order to provide safe and sufficient traffic movement to and from adjacent lands and to protect the functional integrity of the corridors primary thoroughfares, in many cases frontage roads, access roads and distributors roads, will have to be built. Such roads shall be coordinated with those of continuous lots and designed to preserve the aesthetic benefits provided by the greenbelt areas. Access at the side or rear of buildings is encouraged. New access points onto the primary thoroughfares in the corridor shall be coordinated with existing access points whenever possible. The following curb cut policy shall apply throughout all corridors:

Access to proposed developments shall be provided per Georgia Department of Transportation and the City of Dallas access management standards, policies, guidelines, and regulation.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-221. State route access to potential development sites.

Stub streets shall be built in all cases where adjacent lots have reasonable potential for development. Reasonable potential shall include any adjacent parcel of adequate size for commercial or residential development or any adjacent parcel so determined by the city.

(Ord. No. OA-2012-04, 3-19-2012)

Sec. 44-222. Other standards.

- (a) *Outside storage.* Outside display of merchandise will be limited to where the primary business is retail sales of outdoor merchandise including but not limited to power mowers, ATV's, landscape material and products, trees, plants, shrubs, decorative rock, pavers, etc. Excludes thrift stores, second hand stores and any other businesses whose merchandise is primarily for indoor use.
- (b) *Loading berth requirements.* Loading berth requirements shall be a[s] specified in the underlying zone district(s) except that any loading or unloading berth or bay shall be screened from view beyond the site by landscaping or other screening.
- (c) *Accessory buildings and uses.* All accessory buildings and uses which are permitted in the underlying zoning district(s) shall be permitted within the corridor overlay districts, except that any detached accessory building on any lot shall be designed to be architecturally designed and constructed with the same material as the principle building and to be compatible with the principle building which it is associated. All accessory buildings shall have a roof.
- (d) *Paving requirements.* All parking areas shall be finished with a hard surface such as asphalt, concrete or other materials approved by the city.
- (e) *Utility requirements.* All utilities including but not limited to electric, cable and phone services shall be underground unless otherwise approved by the city after written submittal providing justification for overhead utility services.
- (f) *Truck and trailer parking.* Overnight parking of tractor trailers, semi-trucks, commercial trucks, semi-trailers, boats, campers, or recreational vehicles is strictly prohibited within the Corridor Overlay District.

(Ord. No. OA-2012-04, 3-19-2012; Ord. No. OA-2014-02, 5-5-2014)

Secs. 44-223—44-237. Reserved.

ARTICLE IV. SUPPLEMENTAL REGULATIONS

Sec. 44-238. Applicability.

Except as hereinafter provided:

- (1) *Use.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, construed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations herein specified for the district in which it is located.
- (2) *Height and density.* No building or other structure shall hereafter be erected or altered, unless a variance is obtained from the board of zoning appeals:
 - a. To exceed the height limits;
 - b. To accommodate or house a greater number of families or occupy a smaller lot area per family; or
 - c. To have narrower or smaller rear yards, front yards, side yards, or other open spaces.
- (3) *Yard service to one building.* No part of a yard, or other open space, or off-street parking or loading space required about, or in connection with, any building for the purpose of complying with this chapter, shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building.
- (4) *Only one principal building.* Every building or structure hereafter erected shall be located on a lot or tract as defined herein and there shall not be more than one principal building on one lot, plus its accessory buildings, except as provided in section 44-242(d).
- (5) *Reduction of lot area.* No lot, even though it may consist of one or more adjacent lots of record, shall be reduced in size so that the lot width or depth, front, side or rear yard, lot area per family, or other requirements of this chapter, are not maintained. This section shall not apply when a portion of a lot is acquired for public purposes.
- (6) *Street frontage.* No principal building shall be erected on any lot which does not have immediate frontage on at least one public street or has a legal and binding easement from an adjoining property owner that does have frontage. The minimum width of said easement shall be 25 feet.
- (7) *Corner and double frontage lots.* On lots having frontage on more than one street in residential districts, the minimum front yard shall be provided for each street in accordance with the provisions of this chapter.
- (8) *Inspection of required buffers.* In the event a screen, wall, fence, planted dividing strip, or any other type of buffer is required by this chapter for any use, such screen, wall, etc., will be subjected to periodic inspections by the building inspector to determine that such required walls, fences, etc., are being properly maintained. Failure to maintain such required walls, fences, etc., to an acceptable standard may be deemed a violation of this chapter.
- (9) *Continuance of a nonconforming use.*
 - a. Any building, structure, or use of land existing at the time of the original 1975 enactment or subsequent amendment of the ordinance from which this chapter is derived, but not in conformity with its use regulations and provisions, may be continued subject to the limitations set forth in this subsection. A nonconforming use shall not be:
 1. Changed to another nonconforming use;
 2. Extended or enlarged except in conformity with this chapter;
 3. Reestablished after discontinuance; or
 4. Rebuilt, altered, or repaired after damage exceeding 50 percent of the value of the building. The value shall be computed from the amount the building is assessed for tax purposes by the city.
 - b. Newly annexed property. All property annexed to within the city shall be in compliance with O.C.G.A. § 36-66-4(d) and shall be subject to the same procedures as an amendment to the city zoning maps as required in division 3 of article II of this chapter.

(Comp. Ords. 2005, § 5-1805; Ord. No. 96-17, 8-5-1996)

Sec. 44-239. Off-street parking and loading requirements.

- (a) *Off-street automobile parking and storage.* Except in the C-1 central business district, off-street automobile parking or storage space shall be provided on every lot on which any of the following uses are hereafter

established. Such automobile parking or storage space shall be provided with vehicular access to a street or alley and shall be equal in area to at least the minimum requirements for the specific uses as set forth below. Each off-street parking space shall be at least eight feet, six inches wide and 18 feet deep.

- (1) If the required automobile parking or storage space cannot be provided on the same lot on which the principal use is located, the board of zoning appeals may permit such space to be provided on other off-street property provided such space is within 500 feet of such principal use. Such space shall be associated with the permitted use and shall not thereafter be reduced or encroached upon in any manner.
- (2) All off-street automobile parking and storage space in residential districts shall be so arranged that vehicles will not be required to back onto a public street, road, or highway when leaving the premises.
- (3) Minimum parking requirements. Minimum parking requirements are set forth in the following table:

Use Classifications	Minimum Requirements
Single-family residential dwelling unit	Two spaces for each structure
Two-family and multifamily residential structures	Two spaces for each dwelling unit
Rooming houses, boardinghouses, or hotels	One space for every two units
Churches, synagogues or other places of worship	One space for each four seats in the main assembly room
Fraternal organization and other places of public assembly	One space for each four seats in main assembly room
Tourist homes, tourist courts, or motels	One space for each accommodation
Hospitals, nursing homes, similar institutions	One space for each two beds intended for patients plus one space for every three employees.
Retail business	One space for each 100 square feet of sales floor area
Offices, including banks	One space for each 200 square feet of total floor area
Filling stations	Two spaces for each gas pump plus three spaces for each grease rack or similar facility
Mortuary or funeral parlor	One space for each four seats in the chapel, one additional space for each two employees, one additional space for each resident family, and one space for each funeral vehicle
Restaurant or similar eating establishment	One space for each four seats provided for patron use and one additional space for each two employees
Wholesaling	One space for each two employees
Industrial	One space for each two employees at maximum employment on a single shift
Schools, elementary or junior high	One space for each six seats in the main assembly room
High schools	One space for each six seats in the main assembly room plus one additional space for every three faculty members or other persons employed at the school

- (b) *Off-street loading and unloading space.* Every building or structure used for business, trade, or industry, shall provide space as indicated herein for the loading and unloading of vehicles off the right-of-way of the street or public alley. Such space shall have access to an alley or if there is no alley, to a street. Such space shall have at least 14 feet of vertical clearance. Such space shall be so arranged that no vehicle is required to back onto a public street, road, or highway in order to leave the premises.
 - (1) Retail business: one space, ten feet by 25 feet, for each 3,000 square feet of floor area or any part thereof.
 - (2) Wholesale and industry: one space, ten feet by 50 feet, for each 10,000 square feet of floor area or any part thereof.
 - (3) Bus and truck terminals: sufficient space to accommodate the maximum number of buses or trucks to be stored or to be loading or unloading at the terminal at any one time.

(Comp. Ords. 2005, § 5-1806)

Sec. 44-240. Conditional zoning.

- (a) *Policy and definition.* The city recognizes that in certain instances, in order to provide compatibility of land use with the use of surrounding property and/or to provide buffer zones between dissimilar property uses, it is desirable that a change of property use from one use district to another (hereinafter referred to as a "rezoning") is subject to certain conditions which would limit the use to which such property could otherwise be put. For such reason, any rezoning of a tract of land from one use district to another may be made contingent upon certain conditions as may be deemed appropriate by the mayor and council. Such contingent rezoning shall be known as "conditional zoning."
- (b) *Procedure.* Conditional zoning may take place at the request of the property owner or at the instance of the mayor and council, as hereinafter set forth:
 - (1) Whenever any application for rezoning is supported by specific plans and/or designs for a particular development and/or use, such application shall be deemed to be an application for conditional zoning.

The mayor and council may, after public hearing and recommendation by the city planning commission, approve such rezoning as a conditional zoning. If such conditional zoning is granted, the building inspector shall issue a building permit for the development of such property only in strict compliance with the plans and/or designs submitted.

- a. Whenever such conditional zoning is granted, the applicant shall furnish two copies of such specific plans and/or designs, one of which shall be made a part of the ordinance or resolution granting such conditional zoning, and the other of which shall be furnished to the building inspector for his use.
 - b. If for any reason the development and/or use of the subject property in accordance with the submitted plans and/or designs cannot be accomplished, such plans and/or designs shall not be altered, changed, or varied except after the express authority of the mayor and council.
 - c. Unless substantial progress has been made toward the development and/or use of the subject property within 12 months of the granting of the conditional zoning, the zoning classification of such property shall revert to its status immediately prior to the granting of the conditional zoning.
- (2) Whenever any application for rezoning is made, whether or not accompanied or supported by specific plans and/or designs, the mayor and council shall have the right to condition the grant of such application on such reasonable conditions as it may deem necessary to ensure the compatibility of the use of such land with the use of surrounding land, and to ensure the use of such land in conformity with the overall land use scheme within the city. The conditions which may be placed upon the use of such property may be as follows:
- a. The requirement of buffer zones or strips, as well as the size of such buffer zones and use of certain plants or fencing on such buffer zones;
 - b. Limitation as to the portion of the lot or tract upon which a building or buildings may be constructed;
 - c. The size of the building or buildings to be constructed thereon;
 - d. The density of land use;
 - e. Architectural design of the building or buildings to be constructed thereon;
 - f. Setback requirements;
 - g. Specific use to which the property may be put;
 - h. Limitation on the size, number, or design of signs which may be placed on such property.
- (3) Whenever the mayor and council shall grant an application for rezoning and shall place conditions upon such rezoning, the rezoning shall be deemed to be a conditional zoning, and the subject property may be developed only in strict compliance with such conditions. Any such conditions placed thereon shall be made a part of the ordinance or resolution by which such conditional zoning is granted.

(Comp. Ords. 2005, § 5-1807)

Sec. 44-241. Area, yard, and height requirement.

- (a) *Minimum lot size and minimum yard requirements.*
- (1) *R-1 single-family residential district.*
 - a. Minimum lot size: 15,000 square feet.
 - b. Minimum lot size per dwelling: 15,000 square feet.
 - c. Minimum lot width: 90 feet.
 - d. Minimum front setback from a primary street: 35 feet.
 - e. Minimum front setback from other streets: 30 feet.
 - f. Minimum distance from side lot lines: 10 feet.
 - g. Minimum distance from rear lot line: 20 feet.
 - h. Maximum height of structures: 35 feet.
 - (2) *R-2C Residential district.*
 - a. Minimum lot size: 7,500 square feet.
 - b. Minimum lot size per dwelling: 7,500 square feet.
 - c. Minimum lot width: 50 feet.
 - d. Minimum front setback from a primary street: 25 feet.
 - e. Minimum front setback from other streets: 20 feet.
 - f. Minimum distance from side lot lines: 5 feet.
 - g. Minimum distance from rear lot line: 20 feet.

- h. Maximum height of structures: 35 feet.
- (3) *R-2 Residential district.*
- a. Minimum lot size: 7,500 square feet.
 - b. Minimum lot size per dwelling: 7,500 square feet.
 - c. Minimum lot width: 65 feet.
 - d. Minimum front setback from a primary street: 35 feet.
 - e. Minimum front setback from other streets: 30 feet.
 - f. Minimum distance from side lot lines: 10 feet.
 - g. Minimum distance from rear lot line: 20 feet.
 - h. Maximum height of structures: 35 feet.
- (4) *R-3 Residential District High density.*
- a. Minimum lot size: 43,560 square feet.
 - b. Minimum lot size per dwelling: 5,000 square feet.
 - c. Minimum lot width: 100 feet.
 - d. Minimum front setback from primary street: 35 feet.
 - e. Minimum front setback from other streets: 30 feet.
 - f. Minimum distance from side lot lines: 20 feet.
 - g. Minimum distance from rear lot line: 20 feet.
 - h. Maximum height of structures: 35 feet.
- (5) *R-4 Mixed Use/ Residential District High-density.*
- a. Minimum lot size: 21,780 square feet.
 - b. Minimum lot size per dwelling: 3,600 square feet.
 - c. Minimum lot width: 100 feet.
 - d. Minimum front setback from a primary street: 5 feet.
 - e. Minimum front setback from other streets: 5 feet.
 - f. Minimum distance from side lot lines: 5 feet.
 - g. Minimum distance from rear lot line: 5 feet.
 - h. Maximum height of structures: 75 feet.
- (6) *Manufactured home parks.* (See regulations in article V of this chapter.)
- a. Minimum area required for park: five acres.
 - b. Minimum size of each home space: 3,000 feet.
 - c. Minimum front setback of park from all streets: 50 feet.
- (7) *C-1 central business district (old downtown district).* There is no minimum lot size, lot width, setbacks, side, or rear lot minimums, but there is a maximum height restriction of 65 feet.
- (8) *C-2, commercial districts, and C-N neighborhood district.* There is no minimum lot size, lot width or minimum lot size for each structure, but the following setbacks are required:
- a. Minimum distance from a street when front parking is provided: 40 feet.
 - b. Minimum distance from a street when no front parking is provided: 20 feet.
 - c. Minimum distance from side lot lines when abutting a residential district: 20 feet.
 - d. Minimum distance from side lot lines when not abutting a residential district: 10 feet.
 - e. Minimum distance from rear lot lines when abutting a residential district: 20 feet.
 - f. Minimum distance from rear lot lines when not abutting a residential district: 10 feet.
 - g. Maximum height of structures: 35 feet.
- (9) *O-1 office-institutional district.*
- a. Minimum lot size: 7,500 square feet.
 - b. Minimum lot width: 60 feet.
 - c. Minimum front setback from a primary street: 35 feet.
 - d. Minimum front setback from other streets: 30 feet.
 - e. Minimum distance from side lot lines: ten feet.
 - f. Minimum distance from rear lot line: 20 feet.

- g. Maximum height of structures: 35 feet.
 - (10) *G general industrial district.*
 - a. Minimum lot size: 7,500 square feet.
 - b. Minimum lot width: 100 feet.
 - c. Minimum front setback from a primary street: 40 feet.
 - d. Minimum front setback from other streets: 30 feet.
 - e. Minimum distance from side lot lines when abutting a residential district: 40 feet.
 - f. Minimum distance from side lot lines when not abutting a residential district: 15 feet.
 - g. Minimum distance from rear lot lines when abutting a residential district: 40 feet.
 - h. Minimum distance from rear lot lines when not abutting a residential district: 15 feet.
 - i. Maximum height of structures: 35 feet.
 - (11) *H-1 heavy industrial district.*
 - a. Minimum lot size: 87,120 square feet.
 - b. Minimum lot width: 100 feet.
 - c. Minimum front setback from a primary street: 40 feet.
 - d. Minimum front setback from other streets: 30 feet.
 - e. Minimum distance from side lot lines when abutting a residential district: 100 feet.
 - f. Minimum distance from side lot lines when not abutting a residential district: 15 feet.
 - g. Minimum distance from rear lot lines when abutting a residential district: 100 feet.
 - h. Minimum distance from rear lot lines when not abutting a residential district: 15 feet.
 - i. Maximum height of structures: 50 feet.
 - (b) *Setback requirements for outdoor advertising signs.* The minimum yard requirements set out in subsection (a) of this section shall apply to outdoor advertising signs. Any outdoor advertising sign must be erected in an area properly zoned commercial or industrial and must be permitted by the state department of transportation, if required by state law.
- (Comp. Ords. 2005, § 5-1809)

Sec. 44-242. Exceptions and modifications.

- (a) *Lots of record.*
 - (1) *Single lots.* Where the owner of a lot at the time of the adoption of the ordinance from which this chapter is derived of his successor in title thereto does not own sufficient land to enable him to conform to the dimensional requirements of this chapter, such lot may be used as a building site for a single-family residence in a district where residences are permitted.
 - (2) *Adjoining lots.* If two or more adjoining lots with continuous frontage are in a single ownership at any time after the adoption of the ordinance from which this chapter is derived and such lots individually are too small to meet the yard, width, and area requirements of the district in which they are located, such groups of lots shall be considered as a single lot or several lots of minimum permitted size and the lots in one ownership shall be subject to the requirements of this chapter.
- (b) *Front yard setbacks for dwellings.* The setback requirements of this chapter for dwellings shall not apply to any lot where the average existing building setback line on lots located wholly or in part within 100 feet on each side of such lot, within the same block and zoning district, and fronting on the same side of the street as such lot, is less than the minimum setback required. In such cases, the setback on such lots may be less than the required setback, but not less than the average of the existing setbacks on the aforementioned lots, and in no case less than ten feet from the street right-of-way.
- (c) *Height limits.* The height limitations of this chapter shall not apply to church spires, belfries, cupolas and domes not intended for human occupancy; monuments, water towers, observation towers, transmission towers, chimneys, smokestacks, conveyors, flagpoles, radio towers, television towers, masts, aerials, and similar structures.
- (d) *Group projects.*
 - (1) Such uses are limited to those permitted within the district in which the project is located;
 - (2) The distance of every building from the nearest property line shall meet front yard setback and side yard requirements of the district in which the project is located;
 - (3) The building heights do not exceed the height limits permitted in the district in which the project is located.

- (e) *Waiver of parking requirements in C-1 central business district.* Minimum off-street automobile parking and storage space requirements as set forth in section 44-239 may be waived in their application to the C-1 central business district.

(Comp. Ords. 2005, § 5-1810)

Secs. 44-243—44-262. Reserved.

ARTICLE V. MANUFACTURED HOME PARKS

Sec. 44-263. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Manufactured home means:

- (1) A new or used structure;
- (2) Transportable in one or more sections, which, in the traveling mode;
 - a. Is eight body feet or more in width;
 - b. 40 body feet or more in length; or
- (3) When erected on site, is:
 - a. 320 or more square feet;
 - b. Built on a permanent chassis; and
 - c. Designed to be used as a dwelling, with or without a permanent foundation;

connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein.

(Comp. Ords. 2005, § 5-1820(a))

Sec. 44-264. Purpose and scope.

The purpose and scope of this article is to provide for locations within the city for development of planned manufactured home parks. These areas should be developed and so located as to provide safe and sanitary living conditions for park occupants and to be convenient to shopping centers, schools and other community facilities.

(Comp. Ords. 2005, § 5-1820(b))

Sec. 44-265. Application for a manufactured home park.

- (a) It shall be unlawful for any person to place or maintain any manufactured home for living or sleeping purposes on any premises in the city limits unless it is contained within a planned manufactured home park duly permitted and pursuant to the provisions of this chapter.
- (b) The planning commission may recommend approval of a planned manufactured home park when all provisions of this article have been met. An application and all accompanying plans and supporting data shall be filed in triplicate with the planning commission at least two weeks prior to a regular meeting of the commission. The application shall be in writing and shall contain:
 - (1) The name and address of the applicant;
 - (2) The location and description of the boundaries of the property proposed for the planned manufactured home park development;
 - (3) A complete manufactured home park plan showing all existing conditions and proposed site development as required in this article including preliminary plans of all buildings, improvements and facilities constructed or to be constructed within the manufactured home park (on a topographic map with a minimum of five-foot contours); and
 - (4) Any other information requested by the planning commission to determine the proposed park's compliance with legal requirements, the effect which the proposed park may have on its environment and the compatibility of the adjacent areas for park development within the framework of long-range land development objectives.
- (c) Dimensional and site development requirements. The manufactured home park plan shall show or propose all requirements listed in this article, and, in addition, all said requirements shall be complied with completely before a certificate of occupancy can be issued.

(Comp. Ords. 2005, § 5-1820(c))

Sec. 44-266. Minimum number of manufactured home spaces.

No park shall be permitted with less than 15 spaces.

(Comp. Ords. 2005, § 5-1820(d))

Sec. 44-267. Required lot size.

Well-defined manufactured home spaces shall be provided, consisting of a minimum of 3,000 square feet for each space.

(Comp. Ords. 2005, § 5-1820(e))

Sec. 44-268. Yard requirements.

Each space shall be at least 40 feet wide and clearly defined. There shall be at least a 15-foot side yard and a 15-foot clearance between manufactured homes, including manufactured homes parked end-to-end. No manufactured home shall be located closer than 15 feet to any building within the park; or within 20 feet of any exterior street or boundary line of the park.

(Comp. Ords. 2005, § 5-1820(f))

Sec. 44-269. Drainage.

The manufactured home park shall be located on a well-drained and properly graded site. Necessary site drainage improvements as approved by the city shall be provided.

(Comp. Ords. 2005, § 5-1820(g))

Sec. 44-270. Interior drives and walkways.

All manufactured home spaces shall abut upon a hard-surfaced drive no less than 20 feet in width. Interior drives must be no less than 20 feet in width and shall have unobstructed access to a public street or highway in accordance with ordinances of the city. Hard-surfaced walkways, no less than three feet wide, shall be provided from the manufactured home spaces to service buildings. All interior drives and walkways within the park shall be adequately maintained by the owner.

(Comp. Ords. 2005, § 5-1820(h))

Sec. 44-271. Off-street parking.

Each manufactured home space shall be provided with at least two off-drive parking spaces, paved and adequately marked.

(Comp. Ords. 2005, § 5-1820(i))

Sec. 44-272. Signs.

The following nonflashing and nonanimated signs are permitted under the conditions specified:

- (1) *Park identification sign.* One Park identification sign shall be permitted not to exceed 24 square feet in area for the purpose of denoting the name of the manufactured home park.
- (2) *Manufactured home occupant identification signs.* One manufactured home occupant identification sign not exceeding one square foot in area shall be permitted for each manufactured home. Said sign shall indicate only the name and address of the occupant of the manufactured home.

(Comp. Ords. 2005, § 5-1820(j))

Sec. 44-273. Improvements to manufactured homes.

No permanent addition of any kind shall be built onto or become a part of any manufactured home.

- (1) The owner of a manufactured home park shall provide a concrete patio of at least two inches thick on the access side of the manufactured home so as to lie beneath both doors, provided however, said patio shall be a minimum of eight feet in width and a minimum of 20 feet in length.

- (2) No sign shall be located so as to impede vehicular visibility at any intersection of street lines with one another or the edge of driveways with street lines.

(Comp. Ords. 2005, § 5-1820(k))

Sec. 44-274. Special conditions and safeguards.

In recommending any planned manufactured home park, the planning commission may attach special conditions and safeguards to protect both the occupants of the park and the occupants of surrounding property, including such matters as protection against noise, lights, and dust. Where required to serve these ends, walls, plantings, surfacing or other natural or artificial means for protection may be required as a part of such special conditions on which the recommendation for a manufactured home park is based. Failure to meet such conditions shall be grounds for refusal of issuance of a certificate of occupancy.

(Comp. Ords. 2005, § 5-1820(l))

Sec. 44-275. General requirements.

- (a) *Minimum size of manufactured homes.* No manufactured home shall be placed in a planned manufactured home park which has less than 350 square feet of floor space and does not contain a built-in bathroom with water closet, lavatory and shower or tub which are in working condition. Section 44-139(3)a prohibits any manufactured home constructed prior to 1976 to be located within the city.
- (b) *Water, sewerage, and electricity.* Each manufactured home space shall be provided with and each manufactured home shall be connected to the sanitary sewers and water supply system of the city. Electrical outlets shall be provided as specified by the city building inspector.
- (c) *Lighting.* All interior drives and walkways within the park shall be lighted at night with lighting as approved by the city.
- (d) *Refuse collecting facilities.* Individual refuse containers shall be used on each manufactured home site. Stands must be provided to hold the cans upright or buried.

(Comp. Ords. 2005, § 5-1820(m))

Sec. 44-276. Development compliance.

At least 15 spaces of a planned manufactured home park must be completely constructed, according to the manufactured home park plan approved by the planning commission, within two years after the planned manufactured home park is established. The failure of the developer or applicant to construct this minimum phase completely within the specified period of time may be cause for the planning commission to reconsider the planned manufactured home park.

(Comp. Ords. 2005, § 5-1820(o))

Secs. 44-277—44-300. Reserved.

ARTICLE VI. ADULT ENTERTAINMENT³

Sec. 44-301. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult bookstore means any commercial establishment in which is offered for sale any book or publication, film, video, or other medium which depicts sexually explicit nudity or sexual conduct.

Adult movie house means any movie theater which on a regular, continuing basis shows films rated "X" by the Motion Picture Coding Association of America or any movie theater which presents for public viewing on a regular, continuing basis so-called "adult films" depicting sexual conduct.

Explicit media outlet means any commercial establishment which has an inventory of goods that is composed of at least 50 percent of books, pamphlets, magazines, or other printed publications, films, or other media which depicts sexually explicit nudity or sexual conduct.

³Editor's note(s)—The ordinance from which this article is derived, Ord. No. 03-21 was passed on 12-1-2003, but the effective date was delayed due to court challenge.

Sexual conduct means acts of masturbation, homosexuality, sodomy, sexual intercourse, or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or, if such person is female, breast which, to the average person, applying contemporary community standards, taken as a whole, lacks serious literary, artistic, political, or scientific value and predominantly appeals to the prurient interest, that is, a shameful, or morbid interest in nudity or sex.

Sexually explicit nudity means a state of undress so as to expose the human male or female genitals or pubic area with less than a full opaque covering or the depiction of covered or uncovered male genitals in a discernibly turgid state which, to the average person, applying contemporary community standards, taken as a whole, lacks serious literary, artistic, political, or scientific value and predominantly appeals to the prurient interest, that is, a shameful, or morbid interest in nudity or sex.

(Comp. Ords. 2005, § 5-401(c.1); Ord. No. 03-21, 12-1-2003)

Sec. 44-302. Penalty.

Any person, firm, or corporation violating this article shall be guilty of a misdemeanor. Each day of operation shall be deemed a separate offense.

(Comp. Ords. 2005, § 5-401(c.3); Ord. No. 03-21, 12-1-2003)

Sec. 44-303. Location of adult entertainment establishments.

All adult bookstores, explicit media outlets, and adult movie houses shall be located only in commercial or industrial zoned districts; provided, however, that no adult bookstore, explicit media outlet or adult movie house shall be located within 1,000 feet of any school building, school grounds, college campus, public place of worship, or area zoned primarily for residential purposes. As used in this article, the term "school building" shall only apply to public or private school buildings. In determining the distance requirement provided in this chapter, the measurement shall be from the closest property line of the adult bookstore, explicit media outlet or adult movie house to the closest property line on which any school building, school grounds, college campus, public place of worship, or area zoned primarily for residential purposes, is located.

(Comp. Ords. 2005, § 5-401(c.2); Ord. No. 03-21, 12-1-2003)

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE

CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____, 2023.

L. James Kelly, Mayor

James R. Henson, Councilmember

Michael G. Cason, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

ATTEST:

Tina Clark, City Clerk of the City of Dallas, GA Date

RESOLUTION 2023-12

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF DOCUMENTS RELATING TO THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN RENOVATIONS TO THE EXISTING CITY HALL OF THE CITY.

WHEREAS, the City of Dallas, Georgia (the “City”) has solicited bids for the sale of certain property owned by the City (the “Property”) on the condition that the buyer of the Property acquire, construct and install certain renovations to the existing city hall of the City (the “Facilities” and, together with the Property, the “Project”) located on the Property in accordance with plans and specifications selected by the Mayor and City Council and to lease or sell the Project back to the City on terms and conditions acceptable to the Mayor and City Council, and the City desires to approve the Project and the financing thereof; and

WHEREAS, the Mayor and City Council of the City have heretofore determined that it is in the best interest of the City to sell the Property to the winning bidder for the sale of the Property (the “Seller”), pursuant to a Limited Warranty Deed, dated as of the date of its delivery (the “Limited Warranty Deed”); and

WHEREAS, a notice of public sale of the Property required by O.C.G.A. Section 36-37-6, as amended, was published on June 29, 2023, and seal bids are due on July 14, 2023; and

WHEREAS, the City has heretofore determined that it is in the best interest of the City to purchase the Project from the Seller in accordance with an Installment Sale Agreement, dated as of the date thereof (the “Installment Sale Agreement”); and

WHEREAS, the Seller’s interest in the Installment Sale Agreement will be assigned to Westside Bank, a division of The Piedmont Bank (the “Bank”) pursuant to an Assignment and Transfer Agreement, dated as of the date thereof, (the “Transfer Agreement”), between the Seller, as assignor, and the Bank, as assignee; and

WHEREAS, the Seller will execute a Deed to Secure Debt and Security Agreement, dated as of the date thereof (the “Security Deed”) in favor of the Bank; and

WHEREAS, the Seller and the Bank have requested that the City execute and deliver an Agreement Regarding Environmental Activity, dated as of the date thereof (the “Environmental Agreement”), among the City, the Seller and the Bank; and

WHEREAS, attached hereto are forms of the following documents:

<u>Exhibit A</u>	Installment Sale Agreement,
<u>Exhibit B</u>	Transfer Agreement,
<u>Exhibit C</u>	Security Deed,
<u>Exhibit D</u>	Environmental Agreement,
<u>Exhibit E</u>	Limited Warranty Deed, and
<u>Exhibit F</u>	The financial terms of the Installment Sale Agreement.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Dallas as follows:

Section 1. Findings. The obligation of the City to make the payments under the Installment Sale Agreement is annually renewable as provided therein. The obligation of the City to make such payments will not constitute a debt of the State of Georgia or any political subdivision of the State of Georgia, including the City, within the meaning of any constitutional or statutory limitation on indebtedness. The Installment Sale Agreement does not directly or contingently obligate the City to make any payments beyond those appropriated for in the City's then current fiscal year.

The City will hold a public hearing as required by O.C.G.A. Section 36-60-13, as amended (the "Act") on July 14, 2023, which will be prior to the date of closing, and will satisfy all the other requirements contained in the Act.

Section 2. Approval of Winning Bid. The City Manager of the City is hereby authorized to approve the winning bidder for the sale of the Property. The City approves the agreements and sale of the Property to the Seller.

Section 3. Authorization of Installment Sale Agreement. The form, terms and provisions of the Installment Sale Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Installment Sale Agreement was set out in this Resolution in its entirety. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Installment Sale Agreement. The Installment Sale Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Installment Sale Agreement shall constitute conclusive evidence that the Installment Sale Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 4. Consent to Transfer Agreement. The Mayor and Council hereby consent to the form of the Transfer Agreement presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Mayor and Council hereby further consent to the execution and delivery of the Transfer Agreement by the parties thereto.

Section 5. Consent to Security Deed. The Mayor and Council hereby consent to the form of the Security Deed presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Mayor and Council hereby further consent to the execution and delivery of the Security Deed by the parties thereto.

Section 6. Authorization of Environmental Agreement. The form, terms and provisions of the Environmental Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Environmental Agreement was set out in this Resolution in its entirety. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Environmental Agreement. The Environmental Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Environmental Agreement shall constitute conclusive evidence that the Environmental Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 7. General Authority. The Mayor, City Manager and the Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the documents herein authorized and as may be necessary to carry out the purposes and intents of this Resolution.

If the Mayor shall not be able to execute the documents herein authorized, the Mayor Pro Tem is hereby authorized to execute the documents on behalf of the City. If the Clerk shall not be able to execute the documents herein authorized, the Assistant Clerk is hereby authorized to execute the documents on behalf of the City.

Section 8. Appropriation of Minimum Annual Appropriated Amount. The City hereby appropriates available and uncommitted funds in its budget for the current fiscal year in the amount of the Minimum Annual Appropriated Amount (as defined in the Installment Sale Agreement).

Section 9. Bank Qualification Designation. The Installment Sale Agreement is hereby designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 (the “Code”). The aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the City and the entities with whom aggregation is required pursuant to Section 265(b)(3)(E) of the Code is not reasonably expected to exceed \$10,000,000 during the year 2023.

Section 10. Authorization of IRS Form 8038-G. Any officer of the City is hereby authorized to sign and file or cause to be filed a completed Internal Revenue Service Form 8038-G as required by Section 149(e) of the Code.

Section 11. Authorization of Federal Tax Certificate. Any officer of the City is hereby authorized to execute a federal tax certification in order to comply with Section 148 of the Code and the applicable Treasury Regulations promulgated thereunder.

Section 12. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees or agents of the City which are in conformity with the purposes and intents of this Resolution are hereby ratified, approved and confirmed.

Section 13. No Personal Liability. No stipulation, obligation or agreement contained in this Resolution or in the documents authorized hereby shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable or be subject to personal liability or accountability.

Section 14. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this Resolution or the documents authorized hereby shall be held contrary to an express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other valid agreements and provisions.

Section 15. Terms of Loan. The financial terms of the Installment Sale Agreement (the “Commitment Letter”) are set forth in the attached Exhibit E prepared by the Bank. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Commitment Letter.

Section 16. Repealing Clause. All resolutions and Resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 17. Effective Date. This Resolution shall take effect immediately upon its adoption.

Resolved this 10th day of July, 2023

L. James Kelly, Mayor

James R. Henson, Councilmember

Michael G. Cason, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Attest: _____
Tina Clark, City Clerk

After recording return to:

James R. Woodward
Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

INSTALLMENT SALE AGREEMENT

Dated as of July 25, 2023

between the

GEORGIA MUNICIPAL ASSOCIATION, INC.

as Seller

and

CITY OF DALLAS, GEORGIA

as Purchaser

THE RIGHTS OF THE GEORGIA MUNICIPAL ASSOCIATION, INC. HEREUNDER (WITH CERTAIN LIMITED EXCEPTIONS) HAVE BEEN ASSIGNED TO WESTSIDE BANK.

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- Schedule 2: Installment Payment Amounts
- Exhibit B: Description of Property
- Exhibit C: Description of Facilities
- Exhibit D: Certificate of Appropriation
- Exhibit E: Requisition

INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (the “Installment Sale Agreement”), dated as of July 25, 2023, by and between the GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, as seller (the “Originator”), and the CITY OF DALLAS, GEORGIA, a municipal corporation of the State of Georgia, as purchaser (the “City”).

W I T N E S S E T H

WHEREAS, the City is a municipal corporation of the State of Georgia, validly existing under the Constitution and laws of the State of Georgia; and

WHEREAS, after publishing notice of public sale of the Property (as more fully described in Exhibit B hereto and hereinafter referred to as the “Property”) on June 29, 2023, as required by O.C.G.A. Section 36-37-6, as amended, and after receipt of sealed bids on July 14, 2023, the Mayor and City Council of the City have determined that it is in the best interest of the City to sell the Property at public sale to the Originator; and

WHEREAS, the City has the power, pursuant to the laws of the State of Georgia, including particularly Section 36-60-13 of the Official Code of Georgia Annotated (“O.C.G.A.”), as amended, to enter into purchase or lease purchase contracts of all kinds for the acquisition and construction of goods, materials, real and personal property, services and supplies; and

WHEREAS, the Originator agrees to acquire, construct and install certain renovations to the existing city hall for the City located on the Property, as more fully described in Exhibit C hereto (the “Facilities” and together with the Property, the “Project”); and

WHEREAS, the City agrees to purchase the Project from the Seller in accordance with this Installment Sale Agreement; and

WHEREAS, the obligations of the City to make payments hereunder shall be payable only from funds lawfully appropriated by the City for such purpose and shall not constitute a pledge of the full faith and credit of the City within the meaning of any constitutional debt limitations; and

WHEREAS, the taxing power of the City is not and may not be pledged in any way, directly, indirectly, or contingently, to secure any moneys due under this Installment Sale Agreement; and

WHEREAS, the Originator and the City have duly authorized the execution and delivery of this Installment Sale Agreement; and

WHEREAS, the term of this Installment Sale Agreement expires June 1, 2029, subject to the City’s right to terminate this Installment Sale Agreement effective as of each June 30th during the term of this Installment Sale Agreement; and

WHEREAS, at the request of the City, the Originator proposes to assign this Installment Sale Agreement to Westside Bank, a division of The Piedmont Bank, a Georgia state banking corporation (the “Lender”);

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions and Rules of Construction.

Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Installment Sale Agreement, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Installment Sale Agreement, refer to this Installment Sale Agreement as a whole.

“Authorized City Representative” means that person at the time designated to act on behalf of the City by written certificate furnished to the Seller and the Lender containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor, which shall include, but not be limited to, the Execution, No-Litigation and Incumbency Certificate, dated as of July 25, 2023, provided to the Lender on the date hereof.

“Calendar Year” means the twelve-month period extending from January 1 to the next succeeding December 31.

“City” means City of Dallas, Georgia, and its successors and assigns.

“City Documents” means the Warranty Deed, this Installment Sale Agreement and the Environmental Agreement.

“Closing Date” means the date of the execution and delivery of this Installment Sale Agreement.

“Completion Date” means that date determined in accordance with Section 4.2(g) of this Installment Sale Agreement.

“Environmental Agreement” means the Agreement Regarding Environmental Activity of even date herewith by and among the City, the Originator and the Lender.

“Escrow Agent” means Westside Bank, a division of The Piedmont Bank, its successors and assigns.

“Escrow Fund” means the fund created pursuant to Section 3.3(a) hereof.

“Event of Non-appropriation” means a nonrenewal by the City of this Installment Sale Agreement for an Installment Sale Year for which this Installment Sale Agreement has not previously been renewed, determined by (i) the City’s failure, on or before the 20th day before each Fiscal Year, to appropriate the Minimum Annual Appropriated Amount, or (ii) actual written notice from the City to the Seller prior to the first business day of the next Fiscal Year that the City will terminate this Installment Sale Agreement at the end of the current Fiscal Year. The Seller, in its sole discretion, may waive an Event of Non-appropriation upon request by the City.

“Facilities” means those facilities described in Exhibit C hereto, and by this reference incorporated herein.

“Fiscal Year” means July 1 through June 30, or such other fiscal year as the City may designate.

“Installment Payment” means a Principal Payment and the corresponding Interest Payment. The principal component of and the interest component of the Installment Payments are described in Exhibit A Schedule 2 hereto.

“Installment Sale Amount” means the amount as set forth in Exhibit A Schedule 1 attached hereto and hereby incorporated herein, representing the amount advanced by the Seller for the financing of the Project.

“Installment Sale Year” means a Fiscal Year or portion thereof within the Term of this Installment Sale Agreement.

“Interest Payment” means a payment required by Section 4.4(a)(ii) hereof, representing interest on the Installment Sale Amount.

“Lender” means Westside Bank, a division of The Piedmont Bank, a Georgia state banking corporation, and its successors and assigns.

“Minimum Annual Appropriated Amount” means an amount equal to the sum of (i) the Principal Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (ii) the Interest Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; and (iii) any amounts owing or expected to come due during the Fiscal Year pursuant to Section 5.1(c) hereof.

“Originator” means Georgia Municipal Association, Inc. and its successors and assigns.

“Originator Documents” means this Installment Sale Agreement, the Security Deed and the Transfer Agreement.

“Permitted Encumbrances” means those exceptions to title described in Exhibit D to the Security Deed, which exceptions are acceptable to the Lender.

“Principal Payment” means a payment required by Section 4.4(a)(i) hereof, representing a scheduled principal payment of the Installment Sale Amount.

“Project” means collectively, the Facilities and the Property.

“Property” means that real property more particularly described in Exhibit B hereto, and by this reference incorporated herein.

“Purchase Price” means the unpaid Principal Payments and accrued Interest Payments as set forth in Exhibit A to this Installment Sale Agreement.

“Qualified Investments” means the following:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State or other states;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States Government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(iv) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(v) Certificates of deposit of national or state banks located within the state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance

Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess; direct and general obligations of the State or other states or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies and instrumentalities of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(a) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (ii) and (iii) hereof and repurchase agreements fully collateralized by any such obligations;

(b) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(c) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(d) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State;

(vii) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(viii) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(ix) any other investments authorized by the laws of the State of Georgia.

“Security Deed” means the Deed to Secure Debt and Security Agreement of even date herewith with respect to the Project made by the Originator in favor of the Lender.

“Seller” means the Originator and its successors and assigns, including after the Closing Date, the Lender.

“State” means the State of Georgia.

“Term” shall have the meaning specified in Section 4.3 hereof.

“Transfer Agreement” means that certain Assignment and Transfer Agreement of even date herewith to be executed by the Originator and the Lender pursuant to which certain interests of the Originator in this Installment Sale Agreement shall be transferred to the Lender.

“Warranty Deed” means the Warranty Deed, dated as of July 25, 2023, from the City in favor of the Seller.

Section 1.2. Exhibits.

The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

- Exhibit A: Schedule 1: Basic Terms
- Schedule 2: Installment Payment Amounts
- Exhibit B: Description of Property
- Exhibit C: Description of Facilities
- Exhibit D: Certificate of Appropriation
- Exhibit E: Requisition

ARTICLE II.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City.

The City represents, covenants and warrants to the Seller as follows:

(a) Due Organization and Existence. The City is a municipal corporation of the State, duly organized and existing under the Constitution and laws of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the City Documents and each of the other documents entered into by the City in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or, except as provided in the City Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project. The City is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The City has duly authorized and executed the City Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the City, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the City Documents or any of the other related agreements or would adversely affect the City's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the City of the City Documents, all of the other related agreements and the performance of the City's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The City is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the City Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Tax Covenants. This Installment Sale Agreement is being entered into by the City in compliance with the conditions necessary for the Interest Payments payable by the City to be excluded from the gross income of the Lender for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the City

that the Interest Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the City hereby covenants as follows:

(i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Interest Payments from income under Section 103 of the Code.

(ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a “private activity bond” within the meaning of Section 141 of the Code.

(iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the City or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.

(iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.

(v) The City does hereby designate this Installment Sale Agreement as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. The City hereby represents, covenants and warrants to the Seller that the aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the City and any entities with whom aggregation is required pursuant to Section 265(b)(3)(E) of the Code during the Calendar Year in which this Installment Sale Agreement is entered into is not reasonably expected to exceed \$10,000,000. In the event this Installment Sale Agreement is determined not to be a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Code, the City agrees that the Interest Payments shall be adjusted as reasonably determined by the Lender as necessary to compensate the Lender for any change in its “Allowable Deduction Percentage.” The “Allowable Deduction Percentage” shall mean the percentage of interest paid on indebtedness incurred or continued (or deemed for federal income tax purposes to have been incurred or continued) to purchase or carry investments the earnings or interest on which investments is excludable from income from time to time by a financial institution for federal income tax purposes.

(g) Due Authorization. The City has duly authorized and approved all of the terms and conditions of the Transfer Agreement and the Security Deed.

(h) Reporting Requirements. The City will cause the following documents or information to be delivered to the Seller and the Lender:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and

(ii) within 270 days of each Fiscal Year end, commencing with Fiscal Year 2023, the audited financial statements of the City, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and

(iii) such other information as the Lender shall reasonably request.

(j) No Pecuniary Interest. No employee of the City has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.

(k) Bidding Requirements. All requirements have been, or will be, met and procedures have occurred, or will occur, in order to ensure the enforceability of this Installment Sale Agreement, and the City has complied or will comply with such public bidding requirements as may be applicable to this Installment Sale Agreement and the acquisition, construction and installation by the City (in its capacity as agent for the Seller) of the Project.

(l) Government Use. During the term hereof, the Project will be used for the purpose of performing one or more essential governmental or proprietary functions of the City, consistent with the permissible scope of the City's authority.

(m) Party Walls. The Facilities are either separate or completely severable from any existing buildings or other improvements to real property owned by the City, with the result that the Facilities would be marketable independent from any other real or personal property.

(n) Environmental Condition of Project. The City hereby represents and warrants to the Lender and the Originator, and each of their successors and assigns, that to the best of its knowledge: (i) the Project is now or upon disbursement of any funds from the Escrow Fund of the City for the acquisition thereof will be, and will continue to be in full compliance in all material respects with all federal, state and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (ii)(A) as of the date hereof or the date of said disbursement, there were no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, except as fully disclosed to the Lender in writing, or (B) the City has fully disclosed to the Lender in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which the City is legally authorized and empowered to maintain on, in or under the Project or use in connection therewith, and the City has obtained or will obtain, and will maintain, all material licenses, permits and approvals required with respect thereto, and is in all material respects in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

The City further warrants and represents that it will promptly notify the Lender and the Originator of any change in the nature or extent of any hazardous materials, substances or wastes

maintained on, in or under the Project or used in connection therewith, and will transmit to the Lender and the Originator copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Project.

(o) Obligations Under Security Deed. The City hereby covenants and agrees to perform and discharge each obligation that the Originator has agreed to cause the City to perform or discharge in the Security Deed.

(p) Compliance with O.C.G.A. Section 36-60-13. The principal amount of all contracts executed pursuant to O.C.G.A. Section 36-60-13 (the "Act"), when added to the amount of debt incurred by the City pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property within the City. The property being financed pursuant to this Installment Sale Agreement has not been the subject of a referendum which failed to receive the approval of the voters of the City within the immediately preceding four Calendar Years. A public hearing has been held by the City regarding the Project and the financing thereof pursuant to this Installment Sale Agreement. A notice of the public hearing was published once a week for two weeks prior to the hearing in a newspaper of general circulation within the City. The average annual payments on the aggregate of all contracts executed pursuant to the Act with respect to real property do not exceed 7.5% of the governmental fund revenues of the City for the Calendar Year preceding the delivery of this Installment Sale Agreement. The outstanding principal balance on the aggregate of all contracts executed pursuant to the Act with respect to real property does not exceed \$25,000,000.

Section 2.2. Representations, Covenants and Warranties of the Originator.

The Originator represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Originator is a duly created nonprofit corporation of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the Originator Documents and each of the other documents entered into by the Originator in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Originator is now a party or by which the Originator is bound, or constitutes a default under any of the foregoing, or, except as provided in the Originator Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Originator, or upon the Project. The Originator is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The Originator has duly authorized and executed the Originator Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Originator, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the Originator Documents or any of the other related agreements or would adversely affect the Originator's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the Originator of the Originator Documents, all of the other related agreements and the performance of the Originator's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The Originator is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the Originator Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Title. The Originator has fee simple title to the Project.

ARTICLE III.

SALE OF PROJECT

Section 3.1. Sale of the Project; Title.

In consideration of the representations and undertakings of the City in this Installment Sale Agreement, the Originator hereby agrees to sell to the City, and the City hereby agrees to purchase from the Originator, in accordance with the provisions of this Installment Sale Agreement, all the Originator's right, title and interest in and to the Project, and each and every component thereof, as the same may be affected by Permitted Encumbrances; provided, however, that the title to the Project and every component thereof shall be subordinate and subject to the prior lien and encumbrance of the Security Deed until all Installment Payments hereunder, or the Purchase Price, shall have been paid in full, together with all other obligations arising hereunder and any other amounts secured by the Security Deed ("Payment in Full"). Until Payment in Full shall occur, title to the Project shall remain in the Originator. If an Event of Default or an Event of Non-appropriation with respect to this Installment Sale Agreement occurs, the City will then (or, in the case of an Event of Non-appropriation, on the date through which City has paid, or appropriated moneys sufficient to pay the applicable Installment Payments) surrender peaceably possession of the Project to the Seller in good condition and repair, normal wear and tear excepted. The Seller will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Project, and to sell or relet same. On request, the City shall execute and deliver to Seller such instruments as necessary or desirable to vest or confirm in the Seller or its assignee all right, title and interest of City in the Project. After Payment in Full, the Originator shall transfer the Project to the City by limited warranty deed and bill of sale. After Payment in Full, upon the request of the City, the Lender will cancel or cause to be cancelled of record the Security Deed. The City agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided. Notwithstanding anything herein to the contrary, this Installment Sale Agreement, said limited warranty deed and the rights of the City hereunder and thereunder are expressly made subject and subordinate to the prior lien and encumbrance of the Security Deed.

Section 3.2. Warranties.

THE SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE CITY'S PURPOSES OR NEEDS.

Section 3.3. Escrow Fund.

(a) There is hereby created a special segregated account to be known as the "City of Dallas, Georgia 2023 Installment Sale Agreement Escrow Fund" (the "Escrow Fund"). [ESCROW AGENT] is hereby designated as the custodian of the Escrow Fund. On the date hereof, the Lender shall deposit the Installment Sale Amount into the Escrow Fund. The moneys and securities on deposit in the Escrow Fund shall be held separate and apart from all other funds of the City and the Lender and will be held in trust by the Escrow Agent.

(b) For so long as the Escrow Agent is [ESCROW AGENT], the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in a public funds money rate savings account. Otherwise, the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments. The Escrow Agent shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and the City agrees to and does hereby release the Escrow Agent, the Originator and the Lender from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 4.2(b) hereof upon receipt of written authorization(s) from the Seller, as is more fully described in Section 4.2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, the City shall provide any balance of the funds needed to complete the acquisition, construction and installation of the Project.

(d) The Escrow Fund shall be terminated at the earliest of: (i) the final distribution of amounts in the Escrow Fund; (ii) written notice given by the Seller of the occurrence of an Event of Default or an Event of Non-appropriation by the City under this Installment Sale Agreement is received by the Escrow Agent; or (iii) the termination of this Installment Sale Agreement. Upon an Event of Default or an Event of Non-appropriation, the moneys on deposit in the Escrow Fund shall, at the option of the Lender, be applied to (i) the Principal Payments or (ii) the Project.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the City agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Installment Sale Agreement; and in connection therewith, does indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on and is hereby granted a security interest in all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between the City and the Seller as to the correct interpretation of this Installment Sale Agreement and instructions given to the Escrow Agent hereunder, or otherwise,

with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

(g) If the City and the Seller shall be in disagreement about the interpretation of this Installment Sale Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by the City for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Installment Sale Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) [Intentionally omitted.]

(j) If an amount shall be held in the Escrow Fund from and after the third anniversary of the Closing Date, the City shall direct the Escrow Agent to invest such amount only in (i) obligations described in Section 103 of the Code (excluding "private activity bonds," as defined in Section 141 of the Code) or (ii) securities for which there is an established market, including U.S. Treasury Obligations, State and Local Government Series and for which market price is paid, such securities to have a yield not in excess of the yield on this Installment Sale Agreement, unless the City receives an opinion of Bond Counsel to the effect that investment at a higher rate will not cause this Installment Sale Agreement to become an "arbitrage bond" within the meaning of Section 148 of the Code and will not otherwise adversely affect the exclusion of Interest Payments on this Installment Sale Agreement from gross income for federal income tax purposes.

(k) So long as no Event of Non-appropriation or Event of Default occurs hereunder, moneys on deposit in the City's Escrow Fund shall be subject to the interest of the Escrow Agent described in paragraph (f) above, and then to the beneficial interest of the City as provided herein.

(l) The Escrow Agent will apply any amounts remaining in the Escrow Fund after the Completion Date (the "Excess Funds") to the prepayment of the Installment Sale Agreement, as follows: (X) first, to interest accrued and unpaid to the prepayment date, and (Y) then to the prepayment, in inverse order of maturity and without premium, of the outstanding principal components of the Installment Payments. Such prepayment, however, will not affect any other City payment obligation under this Installment Sale Agreement. The Escrow Agent will notify the City of any withdrawal from the Escrow Fund made under this Section 3.3(c) with respect to Excess Funds and in the notice will describe its application of the funds withdrawn.

ARTICLE IV.

DEPOSIT TO THE ESCROW FUND; AGREEMENT TO ACQUIRE, CONSTRUCT AND INSTALL THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION

Section 4.1. Deposit to Escrow Fund.

The Originator will transfer this Installment Sale Agreement to the Lender pursuant to the Transfer Agreement upon payment of the Installment Sale Amount, and will cause the Installment Sale Amount to be deposited in the Escrow Fund. Upon satisfaction of the requirements of Sections 4.2(c) and (i) hereof, the Escrow Agent will apply the amounts in the Escrow Fund for costs related to the Project. The City agrees to pay any such costs of the Project and costs of issuance in excess of amounts available therefor in the Escrow Fund. Neither the Lender nor the Originator have any obligation for any costs and expenses incurred by the City with respect to the Project or the financing thereof.

Section 4.2. Acquisition and Construction of Project.

(a) Acquisition, Construction and Installation Contracts. The Originator hereby appoints the City as its agent for purposes of acquiring, constructing, and installing the Project. Such appointment is irrevocable and is coupled with an interest. The City will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, construction, and installation of the Project, with moneys available in the Escrow Fund. The City represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Seller makes no warranty or representation with respect thereto. Prior to a disbursement from the Escrow Fund, there shall be filed with the Escrow Agent a requisition containing the information specified in Section 4.2(c). Neither the Originator, the Escrow Agent nor the Lender shall be liable under any of the acquisition, construction or installation contracts, if applicable. The City shall obtain all necessary permits and approvals, if any, for the acquisition, construction, and installation of the Project, and the operation and maintenance thereof, which may hereafter become applicable to the Project.

(b) Authorized Escrow Fund Disbursements. Disbursements from the Escrow Fund may be made for the purpose of paying (said term to include the reimbursement of the City for advances from its other funds to accomplish the purposes hereinafter described) the cost of acquiring, constructing, and installing the Project, including the purchase of the Property, and shall also include:

- (i) the cost of indemnity and fidelity bonds to insure the faithful completion of any construction contract pertaining to the Project;
- (ii) fees and expenses of architects for the preparation of plans and supervising the acquisition, construction, and installation of the Project, if applicable;

(iii) all payments, including those for labor, contractors, builders and materialmen, incurred under the terms of a construction contract for the acquisition, construction, and installation of the Project;

(iv) all costs of engineering and architectural services, including the costs of the City incurred in connection with test borings and environmental assessments, if any, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper construction of the Project, if applicable; and

(v) costs of issuance associated with this Installment Sale Agreement.

(c) Requisition Procedure. No disbursement from the Escrow Fund shall be made unless and until the Seller has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Exhibit E hereto. Each such requisition submitted by the City shall include or similar forms approved by the Lender itemizing all costs to be paid with the requisitioned advance and copies of bills, invoices or other documents supporting the payments requested and shall be signed by an Authorized City Representative and approved by the Lender and shall contain a certificate of the City to the effect that:

(i) insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Facilities, such work was actually performed, or such material, supplies or equipment was actually installed in or about the Facilities or delivered at the site of the work for that purpose;

(ii) an obligation in the stated amount has been incurred by the City, and that the same is a proper charge against the Escrow Fund and has not been paid, and stating that the bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the City;

(iii) the Authorized City Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interests which should be satisfied or discharged before such payment is made;

(iv) such requisition contains no item representing payment on account, or any retained percentages which the City is, at the date of such certificate, entitled to retain; and

(v) the Project is insured in accordance with the Installment Sale Agreement.

(d) Construction. The City shall cause the construction to be carried on continuously in a good and workman like manner in accordance with the plans and specifications, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over the same. The City shall cause the Facilities to be constructed entirely on the Property and will ensure (i) that the Facilities do not encroach upon nor overhang any easement or right of way, and (ii) the Facilities, when constructed, will be wholly within the

building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants, ordinances or restrictions. The City shall cause all utility lines, septic systems and streets serving the Facilities to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The City will promptly correct any structural defect in the improvements or any departure from the plans and specifications.

(e) [Reserved.]

(f) Right of Entry and Inspection. The Lender and its representatives and agents shall have the right to enter upon the Property and inspect the Project and the improvements thereto from time to time, and the City will cause any contractor or sub-contractor, if any, to cooperate with the Lender and its representatives and agents during such inspections. No right of inspection or approval contained herein shall be deemed to impose upon the Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Lender shall be deemed to impose upon the Lender any duty or obligation whatsoever to identify or correct any defects in the improvements or to notify any person with respect thereto, and no liability shall be imposed upon the Lender, and no warranties (either express or implied) are made by the Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for the benefit of the Lender.

(g) Completion of Project. The City shall use its best efforts to cause the acquisition, construction, and installation of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the City only excepted. Upon completion of the acquisition, construction, and installation of the Project, the City shall deliver to the Lender, (a) a certificate of the City stating the fact and date of such completion and stating that all of the costs of said acquisition, construction, and installation have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Escrow Fund is to be maintained in the full amount of such claims until such dispute is resolved), (b) a certificate of a duly authorized officer or agent of the architects, engineers or supervising contractors selected and hired by the City in connection with the construction of the Facilities stating the fact and date of completion, (c) a copy of the certificate(s) of occupancy, (d) an as-built survey and (e) proof of insurance coverage with respect to the Project required by this Installment Sale Agreement.

(h) Payment and Performance Bonds. Each contractor entering into a contract for the construction of the Facilities shall be required to furnish a performance bond and a labor and material payment bond as required by O.C.G.A. Section 36-91-1 *et seq.*, as amended, or other applicable provisions of law. In the event of any material default by a contractor under any construction contract or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of such construction contract. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorney's fees and costs), and after reimbursement to the City of any amounts theretofore paid by

the Lender and not previously reimbursed to the City for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Escrow Agent for deposit into the Escrow Fund and (i) used as agreed by the City and the Seller to remedy any damage, omission, or defect, or (ii) if the City and the Seller agree that no such remedial work is required, used as provided in Section 4.4(a)(i) hereof.

(i) Conditions to Disbursement. Without limitation of the other conditions described herein, the Seller shall not be obligated to authorize any requisition of amounts from the Escrow Fund until it has been provided with and approved (if appropriate) (A) a file stamped copy of the Security Deed, (B) evidence that the insurance required by Section 5.2 hereof has been obtained, (C) adequate assurances that there have been deposited in the Escrow Fund sufficient monies to complete the Facilities, and (D) any other documents that the Seller may reasonably request, each in form and substance satisfactory to the Seller and its counsel. No disbursement from amounts from the Escrow Fund alone shall serve to alter these conditions.

Section 4.3. Term of Installment Sale Agreement.

The Term of this Installment Sale Agreement shall commence on the date hereof and shall end on June 1, 2029, subject to the City's right to terminate this Installment Sale Agreement. This Installment Sale Agreement shall renew automatically from year to year until there occurs an Event of Default or Event of Non-appropriation. This Installment Sale Agreement may be terminated only in accordance with the following paragraph.

The Term of this Installment Sale Agreement will terminate upon the earliest of any one of the following events:

(i) Purchase Option. Upon the exercise by the City of its option to prepay the Purchase Price of the entire Project as provided in Section 4.5 and to terminate the Installment Sale Agreement pursuant to Section 4.7, and the payment of the Purchase Price and any other amounts owing hereunder.

(ii) Payment in Full. Payment in full of the Installment Payments on June 1, 2029.

(iii) By City's Election to Terminate the Installment Sale Agreement Upon Non-appropriation. The occurrence of an Event of Non-appropriation.

The parties intend that this Section 4.3 operate in conformity with, and not in contravention of, O.C.G.A. Section 36-60-13, as amended. In the event that any provision of this Section 4.3 is determined to conflict with O.C.G.A. Section 36-60-13, as amended, this Section 4.3 shall be interpreted and implemented in a manner consistent with said statute.

In the event of the occurrence of an Event of Non-Appropriation, the City agrees to surrender peaceably possession of the Project to the Seller or its assignee or transferee on the date of such default or termination in good condition and repair, normal wear and tear excepted, and the City, upon the demand of the Seller, shall transfer the Project to the Seller or its assignee by

limited warranty deed. The Seller and its transferees and assignees will have all legal and equitable rights and remedies to enforce their respective rights, including but not limited to, the right to take possession of the Project, free of rent.

Section 4.4. Installment Payments.

(a) Obligation to Pay. Certain payments due hereunder shall be made as follows:

(i) Principal Payments. Principal Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

(ii) Interest Payments. Interest Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

If an Installment Payment date is not a business day, the foregoing payments shall be made on the next succeeding business day; provided, however, interest shall continue to accrue on the Principal Payments until the Installment Payments are actually received by the Lender. Notwithstanding Exhibit A Schedule 2, the last Payment shall be in the amount needed to pay all Principal Payments and Interest Payments due hereunder. All payments shall be made in immediately available funds by check or wire transfer in accordance with written directions provided by the Lender.

(b) Unconditional Obligation. The obligations of the City to make the payments required in Section 4.4(a) hereof or otherwise due hereunder and to perform and observe the other agreements on its part contained herein shall not be affected by any abatements, reductions, set-offs, diminutions, defenses, counterclaims and recoupments for or on account of any claims which City may have, any insolvency, bankruptcy, reorganization or similar proceedings by or against the City, or any other circumstance, happening or event similar to any of the foregoing; nor except as otherwise expressly provided herein, shall this Installment Sale Agreement terminate. Until expiration or termination of the Term, the City (i) will not suspend or discontinue any payments provided for in Section 4.4(a) hereof, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any defects in any component of the Project, any obsolescence of any component of the Project for any reason whatsoever, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained; and if the Seller should fail to perform any such agreement, the City may institute such action against the Seller as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not impair or affect the agreements on the part of the City contained in the preceding sentence and to make the payments specified in Section 4.4(a) hereof or otherwise

due hereunder. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to insure the acquisition, construction and installation of the Project or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all lawful action which is required to effect the substitution of City for the Seller in any such action or proceeding if the City shall so request.

(c) Sale and Transfer. The City understands and agrees that pursuant to the Transfer Agreement, the Originator will sell and transfer the Installment Sale Agreement and all of its rights, title and interest hereunder to the Lender, and the City assents to such transfer.

(d) Current Obligation Only. The provisions of this Section 4.4(d) apply notwithstanding any provisions to the contrary in this Installment Sale Agreement. The Installment Payments and all other payments due hereunder constitute expenses of the City, and the City's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the City in any ensuing Installment Sale Year beyond the Installment Sale Year for which this Installment Sale Agreement has last been renewed, and are not in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the City or the State within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery, and performance of this Installment Sale Agreement nor the transfer thereof directly or indirectly obligates the City to make any payments hereunder beyond those coming due in the Installment Sale Year for which this Installment Sale Agreement has last been renewed. No judgment may be entered against the City or the State of Georgia for failure to pay any amounts due hereunder, except to the extent that the City has theretofore incurred liability to pay any such amounts through its actual use of the Project or through its lawful appropriations or budgeting of such amounts. Nothing in this Installment Sale Agreement shall require the City to levy a tax to make payments under this Installment Sale Agreement.

Section 4.5. Accelerated Purchase Option.

Upon five (5) days' prior written notice from the City to the Seller and the Lender, and provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default or no Event of Non-appropriation, the City will have the right to prepay on any date, all, but not less than all, of the outstanding Principal Payments by paying to the Lender, as assignee of the Seller, the amount of Principal Payments to be prepaid, plus accrued interest.

Section 4.6. Covenant as to Appropriation.

In the event this Installment Sale Agreement is not otherwise terminated, the City covenants and agrees that it will cause the appropriate officers of the City (i) to request that the governing body appropriate, or determine not to appropriate, no later than the twentieth (20th) day before the end of the then current Fiscal Year, the Minimum Annual Appropriated Amount for the succeeding Fiscal Year, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to make all payments

due hereunder, including all such actions for such purpose as may be required under O.C.G.A. Section 36-60-13, as amended. The City will provide a Certificate of Appropriation in the form of Exhibit D attached hereto, or a notice that no such appropriation has been made, to the Seller by the twentieth (20th) day before the end of the Fiscal Year. To the extent permitted by law, the City hereby agrees that if it intends to terminate this Installment Sale Agreement, its governing body shall adopt a resolution specifically making a determination to terminate this Installment Sale Agreement; provided, however, failure to adopt such resolution shall not be deemed to mean that this Installment Sale Agreement has not been terminated if an Event of Non-appropriation otherwise has occurred.

Section 4.7. Termination of Installment Sale Agreement on Prepayment.

Upon the exercise by the City of its option to prepay all Principal Payments pursuant to Section 4.5 hereof with respect to the Project, the satisfaction of all conditions set forth in Section 4.5 and the payment of all other amounts due hereunder, the City shall be deemed to have terminated this Installment Sale Agreement.

Section 4.8. Tax Treatment of Installment Payments.

(a) This Installment Sale Agreement is entered into on the basis that the interest portion of the Installment Payments is not includable in the gross income of Lender for federal income tax purposes and that the Installment Sale Agreement is a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

(b) For the purposes of this Section 4.8, the following terms are defined as follows:

“Adjusted Rate” means that rate of interest that must be applied so as to preserve the same after-tax economic yield with respect to the interest portion of Installment Payments as Lender would have received, had the interest portion been excludable from gross income for federal income tax purposes and had the Installment Sale Agreement been a qualified tax-exempt obligation.

“Event of Taxability” means a determination by the Internal Revenue Service, any court of competent jurisdiction, or bond counsel acceptable to Lender that the interest portion of Installment Payments is includable in gross income for Federal income tax purposes or that the Installment Sale Agreement is not a qualified tax-exempt obligation.

(c) Following the occurrence of an Event of Taxability: (i) the City shall pay to Lender within thirty days of billing a sum equal to (A) the increase in the Interest Payments when computed at the Adjusted Rate for the period from the effective date of the Event of Taxability to the effective date of the modification described in (ii) below, and (B) all interest, penalties and other similar charges payable by Lender to the Internal Revenue Service as a result of the Event of Taxability; and (ii) Lender shall modify the Interest Payments component of the Installment Payments under the Payment Schedule for all future periods to reflect the Adjusted Rate, and provide notice thereof to the City, which adjusted Installment Payments the City shall thereafter pay.

(d) Lender's determinations of adjustments or amounts under this Section 4.8 shall be conclusive.

ARTICLE V.

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance and Operation. During the term of this Installment Sale Agreement, the City shall, at its own expense, maintain, manage and operate the Project and all the improvements therein in good order, condition and repair, ordinary wear and tear excepted. The Seller shall not be responsible to provide security service, custodial service, janitor service, power, gas, telephone, light, heating, water, or any other public utility services. It is understood and agreed that in consideration of the payment by the City of the Installment Payments herein provided for, the Seller is only obligated to provide for the financing of the Project in the manner and to the extent herein provided, and neither the Lender nor the Originator shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the term of this Installment Sale Agreement.

(b) Alterations. The City will not make any alterations, additions or improvements to the Project without Seller's prior written consent; provided, however, that if such alterations, additions or improvements shall not diminish the value or utility of the Project, or impair the condition thereof, below the value, utility or condition thereof immediately prior to such alteration, addition or improvement (assuming the Project was then of the value or utility and in the condition required to be maintained by the terms of this Installment Sale Agreement), such written consent shall not be unreasonably denied. All property incorporated or installed in or attached to or added to the Project, as the result of such alteration, addition or improvement shall, without further act, be subject to the Security Deed. The City may, at any time, remove and not replace such property, if no Default or Event of Default has occurred and is continuing and such property (i) is in addition to, and not in replacement of or substitution for, any property originally incorporated or installed in or attached to the Project on the date hereof or any part in replacement of, or substitution for, any such property, (ii) is not required to be incorporated or installed in or attached or added to the Project pursuant to this Section 5.1, and (iii) can be removed from the Project without diminishing or impairing the value, utility or condition which the Project would have had at such time had such alteration, addition or improvement not occurred.

(c) Liens and Taxes. The City shall keep the Project free and clear of all levies, liens, mortgages and encumbrances except for Permitted Encumbrances and those created under this Installment Sale Agreement, the Security Deed and the Transfer Agreement. The City shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, possession, ownership or use of the Project, whether imposed upon or payable by the Lender, the Originator or the City. If the City fails to pay said charges and taxes when due, the Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If the Seller pays any charge or tax for which the City is responsible or liable

under this Installment Sale Agreement, the City shall reimburse the Seller therefor plus interest on any unreimbursed amounts from the date of payment by the Seller until the date of reimbursement.

Section 5.2. Insurance.

The City will, at its expense, maintain at all times during the Term, (i) fire, vandalism, malicious mischief, and extended coverage and property damage insurance with respect to the Project in an amount equal to the full insurable value of the Project, (ii) single limit comprehensive general liability insurance in an amount satisfactory to the Seller, and (iii) flood insurance (if applicable). All such insurance policies shall have deductible amounts acceptable to the Seller, and shall be issued by such insurers as the City shall deem appropriate and satisfactory to the Seller. If in furtherance of its obligation under the preceding sentence the City procures an insurance policy, or participates in an “interlocal risk management agency,” as such term is defined in O.C.G.A. Section 36-85-1, or causes the Project to be covered under an existing policy, each such insurance policy or pool will name the City as an insured and the Seller or their respective assigns as a loss payee, and will contain a clause requiring the insurer to give and the Seller at least thirty (30) days’ prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such insurance policies will be payable to the City, the Seller, or their respective assigns, as their interests may appear.

In the event of any loss, theft, destruction, damage, vandalism, injury or accident involving the Project or in the event that title to, or the temporary or permanent use of, the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, prior to the payment of all the Installment Payments specified in the Installment Sale Agreement for the Project, the City will (i) promptly provide the Seller with written notice thereof, pay the net proceeds of the insurance or condemnation to the Escrow Agent for the Escrow Fund and make available to the Seller all information and documentation relating thereto, (ii) promptly requisition from the Escrow Fund and use the net insurance proceeds received in connection with such casualty if any, together with other funds (including the City’s own funds as described in this Section) (A) to repair or restore the Project to its condition prior to such casualty; or (B) to exercise its purchase option with respect to the Project under Section 4.5 hereof and (iii) promptly upon satisfaction of the requirement set forth in clause (ii)(A) above certify to the Seller in writing that any restored facility is as valuable as the Project. In the event of any loss, damage, theft, vandalism or destruction of the Project or any part thereof prior to the payment in full of the unpaid Installment Payments specified in the Installment Sale Agreement, and the proceeds of any insurance maintained hereunder are insufficient to repair or replace the Project so damaged, the City shall (i) exercise its purchase option under Section 4.5 hereof or (ii) fully repair the Project to its condition prior to such loss, theft, damage, vandalism or destruction or replace it using its own funds. The Seller shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise, or settlement of any loss agreed to by the Seller.

ARTICLE VI.

DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS

Section 6.1. Disclaimer of Warranties.

NEITHER THE ORIGINATOR NOR THE LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROJECT. In no event shall the Originator or the Lender be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement for the existence, furnishing, functioning of the City's use and possession of the Project.

Section 6.2. City's Right to Enforce Warranties.

The Originator hereby irrevocably appoints the City its agent and attorney-in-fact during the Term of this Installment Sale Agreement, so long as the City shall not be in default hereunder and so long as there is no Event of Non-appropriation hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations respecting the Project which the Seller may have against any vendor or contractor. The City's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Seller, nor shall such matter have any effect whatsoever on the rights and obligations of the Seller with respect to this Installment Sale Agreement, including the right to receive full and timely Installment Payments and all other payments due hereunder. The City shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights, provided, that the City shall apply such amounts as may be required to the repair of defects or omissions in the Project that occasioned such claims. The Seller shall, upon the City's request and at the City's expense, do all things and take all such actions as the City may request in connection with the assertion of any such claims and rights.

Section 6.3. Certain Payment Obligations.

To the extent permitted by law, the City shall and hereby agrees to pay to the Originator, the Escrow Agent, the Lender and any successors, assigns, directors, officers, agents or subrogees the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including reasonable legal fees and expenses and court costs, arising out of or in connection with their services in assisting with the provision or financing of the Project, but not due to the gross negligence or wrongful acts of such parties or breach of their obligations hereunder, including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of, the Project by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) any act or negligence of any assignee or sublessee of the City with respect to the Project, (v) the acquisition, construction, and installation of the Project or the authorization of payment of the costs thereof by the City, (vi) the breach by

the City of any representation or warranty of the City contained in this Installment Sale Agreement or made by the City in connection herewith, or (vii) their enforcing any covenants of the City in this Installment Sale Agreement.

In case any action is brought against any party that may be entitled to payment in connection with any matter contemplated under this Section 6.3, and it notifies the City of the commencement thereof, the City will be entitled to participate in, and, to the extent that it chooses to do so, to assume the defense thereof (including the employment of counsel), and the City shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate and consent to settlement thereof. Notwithstanding the foregoing, if the defendants in any such action include such an indemnified party and the City, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the City or another defendant indemnified party, and which are likely to cause a conflict of interest between the City and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the City shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the City. Nothing contained in this Section 6.3 shall preclude any indemnified party, at its own expense, if indemnity is available, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the City hereunder.

The provision of this Section 6.3 shall survive termination of this Installment Sale Agreement for any reason to the extent that the obligation arose during the Term hereof.

ARTICLE VII.

SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT

Section 7.1. Assignment by the Originator.

Except for the absolute assignment to the Lender as provided herein, the Originator will not sell the Project and will not assign this Installment Sale Agreement, or its right to receive Installment Payments from the City, without an opinion of Bond Counsel to the effect that the proposed sale or assignment will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments and without the written consent of the Lender. In addition, no such other assignment or reassignment of the right to receive payments under this Installment Sale Agreement shall be effective unless and until the City shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The City hereby acknowledges receipt of the Transfer Agreement for purposes of this Section. During the term hereof, the City shall keep, or cause to be kept, a complete and accurate record of all such assignments and reassignments received in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

Upon the Originator's assignment of this Installment Sale Agreement to the Lender, all references herein to the Seller shall be deemed to be references to the Lender and the Lender shall have the right to proceed directly against the City for all payments due hereunder.

Section 7.2. Assignment and Sublease by the City.

Except with the consent of the Lender, this Installment Sale Agreement may not be assigned by the City, and the Originator may not sell, encumber or sublease the Project or enter into any rental agreement with respect thereto unless the Lender shall consent to such sale or sublease and the City shall deliver an opinion of Bond Counsel to the effect that such sale or sublease will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “Events of Default” under this Installment Sale Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

- (i) Failure by the City to make any payment required to be paid hereunder and to be received by the Seller on or before the date required for such payment.
- (ii) Failure by the City to observe and perform any of its obligations under Sections 4.6, 5.1 or 5.2 hereof.
- (iii) An Event of Non-appropriation.
- (iv) Failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (i) or (ii) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Seller.
- (v) Failure by the City generally to pay its debts as the same become due, or the subsection of any right or interest of the City under this Installment Sale Agreement to any execution, garnishment or attachment, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the filing of a petition applicable to the City in any insolvency proceedings.
- (vi) An event of default under the Security Deed.

Section 8.2. Remedies on Default and Non-appropriation.

Whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and is continuing, or an Event of Non-appropriation shall have occurred, the Seller may take any one or more of the following remedial steps:

- (a) The Seller may declare all unpaid installments of amounts payable under Section 4.4(a) hereof through the last Installment Sale Year for which this Installment Sale Agreement has been renewed to be immediately due and payable, whereupon the same shall become immediately due and payable. If payments are accelerated pursuant to this Section 8.2(a), subject to the provisions of Section 4.4(d) hereof, the amount then due and payable by the City shall be the sum of (1) the aggregate unpaid Principal Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (2) the aggregate unpaid Interest Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (3)

any other amounts which may be owing to the Seller pursuant to this Installment Sale Agreement for the last Installment Sale Year for which this Installment Sale Agreement has been renewed;

(b) With or without terminating this Installment Sale Agreement, retake possession of the Project wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Project for use over a term in a commercially reasonable manner; provided that the City shall remain directly liable for the amount actually appropriated for the purchase or rental of the Project and unpaid by the City during the then current Installment Sale Year;

(c) The Seller may exercise its remedies under the Security Deed;

(d) The Seller may require the City to furnish copies of all books and records of the City pertaining to the Project; and

(e) The Seller may take whatever action at law or in equity which may appear necessary or desirable to collect the amounts due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF ORIGINATOR WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY ORIGINATOR, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE ORIGINATOR, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY WAIVED BY THE CITY AND BEING EXPRESSLY WAIVED BY THE LENDER PURSUANT TO THE SECURITY DEED.

In the event that a Default or an Event of Default shall occur, the interest shall accrue on the outstanding principal balance and any other amounts owed hereunder at the "Prime Rate." The Prime Rate is the rate of interest so denominated and set by the Lender from time to time as an interest rate basis for borrowing. The Prime Rate is but one of several interest rate bases used by the Lender which lends at rates above and below the Prime Rate. For purposes of calculating the Prime Rate in connection with a Default or an Event of Default, such interest rate shall be adjusted automatically on the effective date of any change in the Prime Rate.

Section 8.3. Non-appropriation.

Upon an Event of Non-appropriation, the City shall not be obligated to make the Installment Payments and other payments provided for herein beyond the last day of the last Installment Sale Year for which this Installment Sale Agreement has been renewed.

Section 8.4. No Remedy Exclusion.

No remedy conferred herein upon or reserved to the Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Seller to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses.

In the event that the City should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 8.6. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in certified form, postage prepaid, at the following addresses:

- If to the City: City of Dallas
Dallas City Hall
129 East Memorial Drive
Dallas, Georgia 30132
Attention: Mayor

- with a copy to: Darrin Keaton, City Attorney
129 East Memorial Drive
Dallas, Georgia 30132

- If to the Originator: Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
Attention: Director, Financial and Operational Services

- with a copy to: Counsel to Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
Attention: Rusi Patel, Esq.

- If to the Lender: Westside Bank
56 Hiram Drive
Hiram, Georgia 30141
Attention: Ford Thigpen

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.2. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Seller and the City and their respective successors and the assigns of Seller.

Section 9.3. Severability.

In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications.

This Installment Sale Agreement may not be amended or any of its terms modified without the written consent of the Lender.

Section 9.5. Further Assurances and Corrective Instruments.

The Seller and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or to the Security Deed and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby agreed to be sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 9.6. Execution in Counterparts.

This Installment Sale Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 9.7. Applicable Law.

This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.8. Survival.

The provisions of this Installment Sale Agreement shall survive the Closing Date and the transfer and sale of the Project.

Section 9.9. Security Agreement.

The City hereby grants the Seller a security interest in its rights under this Installment Sale Agreement and the architect contracts and construction contracts relating to the Project. Upon an Event of Default or any Event of Non-appropriation (but only upon such events), the Lender shall be entitled to exercise the City's rights under this Installment Sale Agreement.

Section 9.10. Limited Liability.

Notwithstanding anything herein or in the Security Deed, Transfer Agreement, Environmental Agreement or closing documents to the contrary, the liability of Seller and Lender with respect to their obligations hereunder or thereunder shall be limited to their interest in the Project, and no personal liability, whether express, implied, or arising by operation of law, is assumed by Seller and Lender, nor shall any personal liability or responsibility be asserted or

enforceable against Seller and Lender, all such personal liability or responsibility being hereby expressly waived by City.

IN WITNESS WHEREOF, the City and the Originator have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Signed, sealed and delivered
in the presence of:

GEORGIA MUNICIPAL ASSOCIATION, INC.

Unofficial Witness

By: _____
Executive Director

Notary Public

[SEAL]

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Name: Darin Jenkins
Title: Director, Corporate Engagement

Signed, sealed and delivered
in the presence of:

CITY OF DALLAS, GEORGIA

Unofficial Witness

By: _____
Mayor

Notary Public

[SEAL]

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Clerk

EXHIBIT A

SCHEDULE 1

BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$2,205,000

INTEREST RATE: 3.50%*

* Based upon a 360-day year comprised of twelve thirty-day months.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

[See Attached]

EXHIBIT B

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying in Land Lot 275, 2nd District, 3rd Section, Paulding County, Georgia, being situated within the city limits of Dallas, Georgia and being more particularly described as follows:

Commencing at a point, said point being the intersection of the rights-of-way of the southerly margin of West Memorial Drive and the westerly margin of Main Street if the straight tangents of said margins were extended to an intersection point; Thence from afore described intersection point, South 16 degrees 21 minutes 30 seconds East, a distance of 97.47 feet to a point on the westerly margin of Main Street and the TRUE POINT OF BEGINNING; Thence continuing South 16 degrees 21 minutes 30 seconds East, a distance of 78.62 feet to a point; Thence leaving said westerly margin of Main Street and running South 75 degrees 33 minutes 47 seconds West, a distance of 118.73 feet to a point; Thence North 13 degrees 54 minutes 29 seconds West, a distance of 173.39 feet to a point on the southerly margin of West Memorial Drive; Thence running along the southerly margin of West Memorial Drive and the westerly margin of Main Street the following courses and distances: North 74 degrees 13 minutes 22 seconds East, a distance of 32.45 feet to a point; Thence running along a curve to the right an arc distance of 31.06 feet (said arc being subtended by a chord with a bearing of North 79 degrees 10 minutes 32 seconds East, a chord distance of 31.01 feet and having a radius distance of 152.11 feet) to a point; Thence running along a curve to the right an arc distance of 22.68 feet (said arc being subtended by a chord with a bearing of South 83 degrees 51 minutes 47 seconds East, a chord distance of 22.53 feet and having a radius distance of 57.22 feet) to a point; Thence running along a curve to the right an arc distance of 18.91 feet (said arc being subtended by a chord with a bearing of South 63 degrees 17 minutes 30 seconds East, a chord distance of 18.82 feet and having a radius distance of 56.20 feet) to a point; Thence running along a curve to the right an arc distance of 17.52 feet (said arc being subtended by a chord with a bearing of South 42 degrees 17 minutes 41 seconds East, a chord distance of 17.48 feet and having a radius distance of 67.98 feet) to a point; Thence running along a curve to the right an arc distance of 27.60 feet (said arc being subtended by a chord with a bearing of South 26 degrees 49 minutes 19 seconds East, a chord distance of 27.56 feet and having a radius distance of 149.99 feet) to a point; Thence running along a curve to the right an arc distance of 31.02 feet (said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 48 seconds East, a chord distance of 31.00 feet and having a radius distance of 247.98 feet) to a point and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.440 acres and being more fully shown on that certain survey for The City of Dallas, Georgia as prepared by Carlton Rakestraw & Associates and dated June 20, 2023.

EXHIBIT C

DESCRIPTION OF FACILITIES

The Facilities will consist of the following:

The existing city hall of the City including the renovations made thereto to be financed with the proceeds of this Installment Sale Agreement.

EXHIBIT D

CERTIFICATE OF APPROPRIATION

Re: Installment Sale Agreement, dated as of July 25, 2023 (the “Installment Sale Agreement”) between City of Dallas, Georgia and Georgia Municipal Association, Inc.

The undersigned officers of City of Dallas, Georgia (the “City”) hereby certify that the Minimum Annual Appropriated Amount for the current fiscal year, that is, Installment Payments of \$_____, (as such terms are defined in the referenced Installment Sale Agreement), are within such City’s operating budget or budgets for the fiscal year ending June 30, 20____, and an appropriation of funds for such fiscal year has been made and is available therefor.

Dated: _____

CITY OF DALLAS, GEORGIA

By: _____
Mayor

By: _____
Clerk

EXHIBIT E

FORM OF REQUISITION

In accordance with the terms of the Installment Sale Agreement, dated as of July 25, 2023 (the “Installment Sale Agreement”), between City of Dallas, Georgia (the “City”) and Georgia Municipal Association, Inc., the undersigned hereby requests that [ESCROW AGENT], as Escrow Agent (the “Escrow Agent”) pay the following persons the following amounts from the Escrow Fund created under the Installment Sale Agreement (the “Escrow Fund”) for the following purposes.

<u>Payee’s Name and Address</u>	<u>Invoice Number</u>	<u>Dollar Amount</u>	<u>Purpose</u>
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The undersigned hereby certifies as follows:

(i) Insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Project, such work was actually performed, or such material, supplies or equipment was actually installed in or about the Project was delivered at the site of the work for that purpose.

(ii) An obligation in the stated amount has been incurred by the City, and the same is a proper charge against the City’s Escrow Fund and has not been paid. The bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the City.

(iii) The undersigned, as Authorized City Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

This requisition contains no item representing payment on account, or any retained percentages which the City is, at the date hereof, entitled to retain.

(iv) The Project is insured in accordance with the Installment Sale Agreement.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Dated: _____

CITY OF DALLAS, GEORGIA

By: _____
Kendall Smith, City Manager and Authorized
City Representative

After recording return to:

James R. Woodward
Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

STATE OF GEORGIA

COUNTY OF PAULDING

ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT (hereinafter referred to as this “Agreement”) is made as of this 25th day of July, 2023, by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter referred to as “Originator”), and WESTSIDE BANK, a division of The Piedmont Bank, a Georgia state banking corporation (hereinafter referred to as “Lender”).

W I T N E S S E T H:

WHEREAS, Originator has entered into an Installment Sale Agreement (the “Installment Sale Agreement”) of even date herewith with the City of Dallas, Georgia (the “City”) with respect to a certain project (the “Project”); and

WHEREAS, Lender has agreed to purchase and service the Installment Sale Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, Originator and Lender hereby covenant and agree as follows:

(a) Originator hereby absolutely assigns, transfers, conveys and sets over to Lender all the right, title and interest of Originator in, under, by virtue of the Installment Sale Agreement without recourse to the Originator (except for Originator's right to indemnification and attorney's fees). The Lender shall be deemed for all purposes the "Seller" under the Installment Sale Agreement, and shall have all rights, powers, remedies and responsibilities of Seller thereunder.

(b) In addition to the Installment Sale Agreement, Originator hereby transfers to Lender the following original documents given in connection with the closing of the Installment Sale Agreement:

(i) a certified copy of the Resolution approving the Installment Sale Agreement adopted by the Mayor and City Council of the City;

(ii) an Execution, Signature and No-Litigation Certificate of the City;

(iii) opinion of Darrin Keaton, Esq.;

(iv) a Deed to Secure Debt and Security Agreement from Originator to the Lender with respect to the Project securing all obligations scheduled under the Installment Sale Agreement (the "Security Deed");

(v) opinion of Gray, Pannell & Woodward LLP;

(vi) an Agreement Regarding Environmental Activity with respect to the Project from the City in favor of Originator and Lender; and

(vii) all construction contracts and architect contracts related to the Project.

(c) In consideration of the assignment contemplated by Paragraph (a) hereof, the Lender shall fund the Installment Sale Amount referred to in the Installment Sale Agreement in the amount of \$2,205,000 on the date hereof. No further payment or advance from Lender to Originator or the City shall be required and the purchase and sale of the Installment Sale Agreement will be immediately effective.

(d) Originator hereby irrevocably directs the City under the Installment Sale Agreement to pay to Lender all installment payments, receipts and other amounts accruing or due under the Installment Sale Agreement and to otherwise regard Lender as "Seller" under the Installment Sale Agreement.

(e) This Agreement shall not operate to place upon Originator or Lender any responsibility for the operation, control, care, management, ownership or repair of the Project.

(f) Originator covenants, agrees, represents and warrants that Originator will not sell, assign, transfer, mortgage or pledge the Installment Sale Agreement or any of the

installment payments, receipts and other amounts arising with respect to the Project to any person, firm or corporation other than Lender; that no installment payments, receipts and other amounts arising with respect to the Project or under the Installment Sale Agreement or any part thereof, has been or will be anticipated, waived, released, discounted or otherwise discharged or compromised. Originator agrees that it will cooperate to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the City under the Installment Sale Agreement.

(g) Originator agrees to execute and deliver to Lender, at any time or times during which this Agreement shall be in effect, such further instruments as Lender may reasonably require to make effective this Agreement or any Assignment and the several covenants of Originator herein or therein contained.

(h) Lender shall have the right to further assign and transfer the Installment Sale Agreement and all collateral therefor, and to enter into participations with respect thereto; provided, reasonable notice of such assignment or transfer shall be given to the City.

(i) No change, amendment, modification or cancellation or discharge hereof, or of any part hereof, shall be valid unless Lender and Originator shall have consented thereto in writing. This Agreement contains the entire agreement of the parties.

(j) The terms, covenants and conditions contained herein shall inure to the benefit of, and bind, Lender and Originator and their respective legal representatives, successors and assigns. There shall be no third party beneficiaries of this Agreement.

(k) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(l) Unless the context requires otherwise, capitalized terms used herein shall have the meanings ascribed thereto in the Installment Sale Agreement.

IN WITNESS WHEREOF, Originator and Lender have executed this Agreement, the day and year first above written.

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____
Executive Director

[SEAL]

Notary Public

Attest:

My Commission Expires:

By: _____
Name: Darin Jenkins
Title: Director, Corporate Engagement

[NOTARIAL SEAL]

WESTSIDE BANK, a division of The Piedmont Bank

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____
Name:
Title:

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Secured Party's Mailing Address:
 Westside Bank, a division of The Piedmont Bank
 56 Hiram Drive
 Hiram, Georgia 30141
 Attention: Ford Thigpen

Map and Parcel ID: _____
 Original Loan Amount: \$2,205,000
 Maturity Date: June 1, 2029

After recording return to:
 James R. Woodward
 Gray, Pannell & Woodward LLP
 336 Hill Street
 Athens, Georgia 30601

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS INSTRUMENT, made and entered into as of this 25th day of July, 2023, by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation (“ORIGINATOR”), and WESTSIDE BANK, a division of The Piedmont Bank, a Georgia state banking corporation (“SECURED PARTY”), having an address at 56 Hiram Drive, Hiram, Georgia 30141.

WITNESSETH:

1.01. THAT FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Originator hereinafter set forth, Originator does hereby grant, bargain, sell, convey, assign, transfer, pledge, and set over unto Secured Party, and grant a security interest in, the following described property (collectively, the “Project”): (a) all those

THIS INSTRUMENT DOES NOT SECURE A “LONG TERM NOTE” AS DEFINED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-60(3) AND DOES NOT SECURE A NOTE; THEREFORE, IT IS NOT SUBJECT TO THE INTANGIBLE RECORDING TAX, AS PROVIDED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-61 AND RULE 560-11-8-0.14 OF THE GEORGIA DEPARTMENT OF REVENUE. THIS INSTRUMENT SECURES AN INSTALLMENT SALE AGREEMENT THAT MAY BE TERMINATED EACH YEAR.

certain tracts, pieces or parcels of land (and any easements or other interests in land) more particularly described in Exhibit “A” hereto (the “Land”); (b) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land as described in Exhibit “B” hereto (the “Facilities”); and all right, title and interest of Originator in all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, warranties, documents, accounts, general intangibles, goods, inventory and goodwill related thereto (including any names or symbols by which the premises is known) and all other articles of personal property of every kind and nature whatsoever described including, but not limited to those described in Exhibit “C” hereto, tangible or intangible, now, heretofore or hereafter acquired with the proceeds of any obligation secured by this Instrument; and all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, equipment, fixtures and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove; all of which foregoing items are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Project as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Instrument, a portion of the above described collateral being located upon the Land; (c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Project or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Originator; (d) all right, title and interest of Originator in any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Project or any portion thereof and providing for or resulting in the payment of money to Originator for the use of the Project or any part thereof, whether the user enjoys the Project or any part thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written (the “Leases”) and guaranties of the performance or obligations of any tenants or lessees thereunder (the “Tenants”), together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Originator or in a trust account and all other deposits and escrow funds relating to any Leases), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Originator in and to the same; (e) all right, title and interest of Originator in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents relating to the construction of any improvements on the Project (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawing, surveys, tests, reports, bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter affecting the Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the “Contracts”); (f) all right, title and interest of Originator in any insurance policies or binders now or hereafter relating to the Project, including any unearned premiums thereon; (g) all right, title and interest of Originator in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or

decrease in the value of the Project by reason of casualty, condemnation or otherwise; (h) all claims and causes of action arising from or otherwise related to any of the foregoing; and (i) all proceeds of any of the property described above.

1.02. TO HAVE AND TO HOLD the Project and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Secured Party, IN FEE SIMPLE forever; and Originator covenants that Originator is lawfully seized of the Project as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth as exceptions in Exhibit “D” hereto, and Originator does warrant and will forever defend the title thereto against the claims of all persons claiming through it, except as to the matters set forth as exceptions in Exhibit “D” hereto.

1.03. THIS INSTRUMENT is a deed passing the title to the Project to Secured Party and is made under the laws of the State of Georgia relating to deeds to secure debt, and is not a mortgage, and is given to secure the payment of the following described obligations (collectively, the “Obligations”): (a) the payment of all the obligations of City of Dallas, Georgia, a municipal corporation of the State of Georgia (the “City”) described in the Installment Sale Agreement (defined below in this paragraph), notwithstanding the termination of the Installment Sale Agreement or the invalidity of the Installment Sale Agreement as to the City in whole or in part; the Installment Sale Agreement is in the principal amount of TWO MILLION TWO HUNDRED FIVE THOUSAND DOLLARS (\$2,205,000) and may be renewed on an annual basis for a term through June 1, 2029, together with all renewals, modifications, consolidations, replacements and extensions thereof; and (b) any and all additional advances made or costs or expenses incurred by Secured Party to protect or preserve the Project or the security interest created hereby, or for taxes, assessments or insurance premiums as provided in the Installment Sale Agreement, or for performance of any of Originator’s obligations hereunder or for any purpose referred to in Section 2.03 hereof, or for any other purpose provided herein (whether or not the original Originator remains the owner of the Project at the time of such advances are made or costs or expenses incurred). For purposes of this Instrument, the term “Installment Sale Agreement” shall mean the Installment Sale Agreement of even date herewith by and between Originator and the City, which has been assigned by Originator to Secured Party pursuant to the Assignment and Transfer Agreement of even date herewith by and between the Originator and the Secured Party (the “Transfer Agreement”); and the term “Documents” shall mean this Instrument, the Transfer Agreement, the Installment Sale Agreement, the Agreement Regarding Environmental Activity of even date herewith by the City in favor of the Originator and the Secured Party (the “Environmental Agreement”) and any other documents to or of which Secured Party, the Originator or the City is a party or beneficiary now or hereafter evidencing, securing or otherwise relating to the Obligations or the Project. This Instrument is expressly made prior and senior to the Installment Sale Agreement and to the conveyance of the Project made pursuant thereto.

1.04. SHOULD THE OBLIGATIONS BE PAID according to the tenor and effect thereof when the same shall become due and payable, and should Originator perform all covenants herein contained in a timely manner, then this Instrument shall be canceled and surrendered.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF ORIGINATOR WITH

RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY ORIGINATOR, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE UNDERSIGNED, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY WAIVED BY SECURED PARTY. Originator agrees that Secured Party and Obligor may extend, modify, forbear, or make any other accommodations with regard to the terms of this Instrument or the Obligations without Originator's consent and without releasing the Originator hereunder or modifying or affecting this Instrument as to such Originator's interest in the Project.

COVENANTS AND AGREEMENTS

2.01. Security Agreement. This Instrument is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as a part of the Project, in compliance with the provisions of the Uniform Commercial Code as enacted in the jurisdiction applicable thereto (the "Code"). The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Instrument shall be as prescribed herein, or as prescribed by general law, or as prescribed by the Code, all at Secured Party's election in the discretion of Secured Party. Any notice of sale, disposition or other action by Secured Party with respect to personal property which is a part of the Project sent to Originator in accordance with the provisions hereof relating to communications at least ten (10) days prior to such action shall constitute adequate and reasonable notice to Originator of such action. The mention in any financing statement or statements of rights in and to (a) the proceeds of any insurance policy, or (b) any award in eminent domain proceedings for a taking or for loss of value, or (c) Originator's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Project, whether pursuant to a lease or otherwise, shall not in any way limit any of the rights of Secured Party as determined by this Instrument or affect the priority of Secured Party's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Secured Party in the event any court shall at any time hold with respect thereto, that notice of Secured Party's priority of interest, to be effective against all persons or against a particular class of persons, must be filed in the Code records. The names of the "Debtor" and the "Secured Party" (which are Originator and Secured Party, respectively), the address of the "Secured Party" from which information concerning the security interest may be obtained, and the address of "Debtor," are as set forth in Section 4.04, hereof; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Originator agrees to furnish Secured Party with notice of any change in the name, identity, residence, principal place of business or mailing address of Originator within ten (10) days of the effective date of any such change.

2.02. Further Assurances: After-Acquired Property. Originator shall, and shall cause the City to, execute and/or deliver (and pay the costs of preparation and recording thereof) to Secured Party, upon demand, any further instrument or instruments so as to evidence, reaffirm, correct, perfect, continue or preserve the obligations of Originator or the City under the Documents, the collateral at any time securing or intended to secure the Documents, and the first and prior legal security title and interest of Secured Party to all or any part of the Project, whether now owned or

hereafter acquired by Originator or the City. Upon any failure of Originator or the City so to do, Secured Party may make, execute, record, file, re-record and/or re-file any and all such instruments for and in the name of Originator or the City, and Originator hereby, and shall cause the City to, irrevocably appoint Secured Party agent and attorney-in-fact to do so. The security title of this Instrument and the security title created hereby will automatically attach, without further act, to all after-acquired property attached to or used in the operation of the Project or any part thereof.

2.03. Expenses. There shall be included in the Obligations secured hereby all costs and expenses of any kind (including fees of attorneys, auditors, appraisers and inspectors) paid or incurred by Secured Party relating to the Obligations or the Documents, including those paid or incurred in connection with the commitment, negotiation, documentation, preparation, closing, disbursement, or administration of the Obligations or any one or more of the Documents, or in connection with the collection of any insurance or other proceeds or enforcement of any rights of Secured Party under or relating to this Instrument or the other Documents, including the costs of any suits or proceedings or disputes of any kind in which Secured Party is made or appears as a party plaintiff or defendant or which are, in the judgment of Secured Party, expedient to preserve or protect its interest in the Project (including condemnation, insolvency, bankruptcy or probate proceedings, administrative proceedings, proceedings relating to enforcement of laws or regulations, forfeiture proceedings, and appeals at all levels of appeal, whether before or after entry of judgment or other determination). There shall be included in the Obligations secured hereby all interest and penalties owing on account of the Obligations or any one or more of the Documents, including any interest or penalties arising on account of failure or delay in payment of any of the items referred to in this provision. There shall be included in the Obligations secured hereby all costs and expenses (including reasonable attorney's fees and fees of auditors, appraisers and inspectors) in connection with the collection of the Obligations, or any portion thereof, after maturity (whether in due course or by acceleration). All such costs, expenses, penalties and interest paid or incurred by Secured Party shall be considered due and payable immediately upon their incurrence.

2.04. Conveyance or Encumbrance. The Originator (except to the City as contemplated by the Installment Sale Agreement) shall not encumber, pledge, convey, transfer or assign any or all of its interests in the Project, or execute or consent to any instrument or matter which might affect the title to the Project, or acquire any portion of the personal property covered by this Instrument subject to any charge or lien, without the prior written consent of Secured Party, which consent shall be given or withheld by Secured Party at its discretion.

2.05. Condemnation. Upon condemnation of the Project or any part thereof, this Instrument shall become a lien, charge and encumbrance upon the proceeds or award realized as a result of any such proceeding or of any settlement or payment made in lieu of any such proceeding ("Condemnation Proceeds"). Originator hereby grants to Secured Party a security interest in any Condemnation Proceeds and hereby agrees to execute such further assignments of the Condemnation Proceeds as Secured Party may require. Originator further covenants and agrees that Secured Party may (and is hereby authorized and empowered but not required to) collect and receive any Condemnation Proceeds and, if received by Originator, it shall pay over and deliver immediately to Secured Party all Condemnation Proceeds to be held by Secured Party and applied as follows: In the event the entire Project shall be taken by condemnation or in settlement of any

threat of condemnation, then any Condemnation Proceeds shall be paid to Secured Party and applied in payment in whole or in part to the Obligations, whether or not then due and payable, and any excess shall be delivered to the parties legally entitled thereto. In the event of a partial taking of the Project, the portion of the Condemnation Proceeds necessary to prevent impairment of the security of this Instrument, as determined by Secured Party in Secured Party's sole discretion, shall be set aside, withheld or paid over to Secured Party and applied to the Obligations, whether or not then due and payable, and the excess of such award or proceeds shall be delivered to Originator or other parties legally entitled thereto. Upon any partial taking of the Project, this Instrument shall continue in full force as security for the unpaid portion of the Obligations.

DEFAULT AND REMEDIES

3.01. Defaults. The term "Default," wherever used in this Instrument, shall mean any one or more of the following events: (a) a failure in payment of any portion of the Obligations; or (b) the breach or failure by Originator or the City to perform, observe and satisfy all other terms, covenants, conditions and agreements contained in this Instrument or in any of the other Documents and the continuance thereof for a period of thirty (30) days after the giving of notice thereof by the Secured Party to the Originator and the City (which notice may be given as provided in the Installment Sale Agreement); or (c) any warranty or representation of Originator or the City contained in this Instrument or in any other of the Documents, or any material information relating to the Obligations or the Documents given to Secured Party by the City or Originator, or by any other party on behalf of or at the request of Originator or the City, being untrue or misleading in any material respect; or (d) a levy shall be made under any process on the Project or any part thereof; or (e) the assertion of any claim of priority to this Instrument, by title, lien or otherwise in any legal or equitable proceeding; or (f) the City commences the process of liquidation or dissolution, or its statutory authority is revoked; or (g) the subjection of the Project to actual or threatened waste, or the removal, demolition, or alteration of any part thereof without the prior written consent of Secured Party; or (h) any mechanic's, materialmen's, laborer's, statutory or other lien is filed against the Project or any portion thereof and not totally released or removed as a lien against the Project and every part thereof (by bonding, payment or otherwise) within thirty (30) days after the date of filing thereof; or (i) any suit shall be filed against Originator or the City which, if adversely determined, could reasonably be expected substantially to impair the ability of Originator or the City to perform each and every one of its obligations under the Documents; or (j) all or any substantial portion of the Project shall be taken through condemnation, or any portion of the Project shall be damaged by or taken through condemnation and the value thereof shall, in the discretion of Secured Party, be materially diminished, either temporarily or permanently; or (k) the occurrence of an Event of Default or an Event of Nonappropriation under the Installment Sale Agreement; or (l) the failure of this Instrument to grant to Secured Party a valid, binding and enforceable first lien on and/or security title in and to the Project, or the failure of any one or more of the Documents to be legal, valid, binding upon and enforceable against all parties thereto (other than Secured Party), or the claim by any party (other than Secured Party) to any one or more of the Documents that any one or more of the Documents is not legal, valid, binding upon and enforceable against all parties thereto (other than Secured Party).

3.02. Rights of Secured Party Upon Default. If a Default shall have occurred, then all of the Obligations shall, at the option of Secured Party, immediately be deemed due and payable without notice or demand, time being of the essence, and Secured Party, at its option, may do any one or more of the following (and, if more than one, either concurrently or independently, and in such order as Secured Party may determine in its discretion), in addition to its other remedies under the Documents, all without regard to the adequacy or value of the security for the Obligations:

(a) Enter upon and take possession of the Project without the appointment of a receiver, or an application therefor; at its option, operate the Project; at its option, exclude Originator, the City and their agents, employees and assigns wholly therefrom; at its option, employ a managing agent of the Project; and at its option, exercise any one or more of the rights and powers of Originator to the same extent as Originator could, either in its own name, or in the name of Originator; and receive the rents, incomes, issues and profits of the Project. Secured Party shall have no obligation to discharge any duties of a landlord to any Tenant or to incur any liability as a result of any exercise by Secured Party of any rights hereunder; and Secured Party shall not be liable for any failure to collect rents, issues, profits or revenues, nor liable to account for any rents, issues, profits or revenues unless actually received by Secured Party.

(b) Apply, as a matter of strict right, without notice and without regard to the solvency of any party bound for its payment, for the appointment of a receiver to take possession of and to operate the Project and to collect and apply the incomes, rents, issues, profits and revenues thereof.

(c) Pay, perform or observe any term, covenant or condition of this Instrument and any of the other Documents and all payments made or costs or expenses incurred by Secured Party in connection therewith shall be secured hereby. The necessity for any such actions and the amounts to be paid shall be determined by Secured Party in its discretion. Secured Party is hereby empowered to enter and to authorize others to enter upon the Project or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Originator, the City or any person in possession holding under Originator or the City. Originator hereby acknowledges and agrees that the remedies set forth in this Paragraph 3.02(c) shall be exercisable by Secured Party, and any and all payments made or costs or expenses incurred by Secured Party in connection therewith shall be secured hereby.

(d) Sell the Project or any part of the Project at one or more public sale or sales at the usual place for conducting sales of the City in which the Land or any part of the Land is situated, to the highest bidder for cash, in order to pay the Obligations, and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which sheriff's sales are advertised in said City, all other notice being hereby waived by Originator. At any such public sale, Secured Party may execute and deliver to the purchaser a conveyance of the Project or any part of the Project in fee simple, with full warranties of title, and to this end Originator hereby constitutes and appoints Secured Party the agent and

attorney-in-fact of Originator to make such sale and conveyance, and thereby to divest Originator and the City of all right, title and equity that Originator or the City may have in and to the Project and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Originator. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Obligations. In the event of any sale under this Instrument by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Project may be sold as an entirety or in separate parcels and in such manner or order as Secured Party in its discretion may elect, and if Secured Party so elects, Secured Party may sell the personal property covered by this Instrument at one or more separate sales in any manner permitted by the Code, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Project is sold or the Obligations are paid in full. Secured Party may, at its option, sell the Project subject to the rights of any tenants of the Project, and the failure to make any such tenants parties to any foreclosure proceedings and to foreclose their rights will not be asserted by Originator to be a defense to any proceedings instituted by Secured Party to collect the Obligations. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Secured Party may at its option exhaust the remedies granted under any of said security either concurrently or independently, and in such order as Secured Party may determine in its discretion. Upon any foreclosure sale, Secured Party may bid for and purchase the Project and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price. In the event of any such foreclosure sale by Secured Party, Originator shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. In case Secured Party shall have proceeded to enforce any right, power or remedy under this Instrument by foreclosure, entry or otherwise or in the event Secured Party commences advertising of the intended exercise of the sale under power provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, then in every such case (i) Originator and Secured Party shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Secured Party shall continue as if no such proceeding had been taken, (iii) each and every Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be deemed to be a continuing Default, and (iv) neither this Instrument, nor the Obligations, nor any other Document shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Originator hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with this sentence.

(e) Secured Party may apply any moneys and proceeds received by Secured Party as a result of the exercise by Secured Party of any right conferred under this Section 3.02 in such order as Secured Party in its discretion may elect against (i) all costs and

expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Project, the performance of the lessor's obligations under the Leases and the collection of the rents thereunder; (ii) all costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Obligations, including those incurred in seeking to realize on or to protect or preserve Secured Party's interest in any other collateral securing any or all of the Obligations; (iii) any or all unpaid principal on the Obligations; (iv) any other amounts owing under the Documents; and (v) accrued interest and charges on any or all of the foregoing. Any residual after such application shall be paid to the City.

GENERAL CONDITIONS

4.01. No Waiver: Remedies Cumulative. No delay or omission by Secured Party to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein, and every right, power and remedy given by this Instrument to Secured Party may be exercised from time to time and as often as may be deemed expedient by Secured Party. No consent or waiver, expressed or implied, by Secured Party to or of any Default shall be deemed or construed to be a consent or waiver to or of any other Default. No delay, indulgence, departure, act or omission by Secured Party shall release, discharge, modify, change or otherwise affect the obligations of Originator or the City or any subsequent purchaser of the Project or any part thereof, or preclude Secured Party from exercising any right, privilege or power granted herein or alter the security title, security interest or lien hereof. No right, power or remedy conferred upon or reserved to Secured Party hereunder is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the other Documents or now or hereafter existing at law, in equity or by statute.

4.02. No Obligation to Third Parties. The Documents are made solely for the benefit of Secured Party. No tenant nor any party involved with the construction of any improvements on any part of the Project nor any other party whatsoever shall have standing to bring any action against Secured Party as the result of the Documents, or to assume that Secured Party will exercise any remedies provided herein, and no party other than Secured Party shall be deemed to be a beneficiary of any provision of the Documents, any and all of which may be freely waived in whole or in part by Secured Party in its discretion at any time. Nothing contained in the Documents shall be deemed to impose upon Secured Party any liability for the performance of any obligation of Originator under any of the Documents, Leases or Contracts. Nothing contained in this Section 4.02 is intended to deprive Originator or the City of the benefit of any covenant by Secured Party in favor of Originator or the City contained in the Documents.

4.03. Miscellaneous. This Instrument shall inure to the benefit of and be binding upon Originator and Secured Party and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, subject to all restrictions on transfers herein. The Documents (and any interest therein) are assignable by Secured Party, and any assignment of the Documents by Secured Party shall operate to vest in the assignee all rights and powers conferred upon and granted to Secured Party by the Documents; and, in the event of any such assignment of the entire interest of Secured Party in the Documents, Secured Party shall be relieved of all obligations and liabilities under the Documents; the Documents may not be assigned by Originator without the prior consent of Secured Party, which may be given or withheld at the discretion of Secured Party. Reasonable notice of such assignment shall be given to the City. The Documents may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. The Documents contain the entire agreement between Originator and Secured Party and between the Originator and the City relating to the transactions contemplated hereby and supersede entirely any and all prior written or oral agreements with respect thereto; and Originator and Secured Party hereto acknowledge and agree that there are no contemporaneous oral agreements with respect to the subject matter hereof. Nothing contained in the Documents shall be construed to create an agency, partnership or joint venture between Originator, the City and Secured Party. All personal pronouns used in the Documents whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in the Documents are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions thereof. If more than one person or entity constitutes Originator, all of the provisions of the Documents referring to Originator shall be construed to refer to each such person or entity individually as well as collectively. When anything is described in the Documents in general terms and one or more examples or components of what has been described generally is associated with that description (whether or not following the word “including”), the examples or components shall be deemed illustrative only and shall not be construed as limiting the generality of the description in any way. Wherever in the Documents the approval or consent of Secured Party is required or permitted, or wherever a requirement of Secured Party or the standard of acceptability or satisfaction of Secured Party must be determined, such approval, consent or determination of Secured Party shall not be unreasonably exercised; provided, however, that wherever it is indicated that such approval, consent or determination is to be given or made at the option or in the discretion or judgment of Secured Party, then Secured Party may grant or withhold such approval or consent or make such determination without restriction in its sole and absolute discretion. If any provisions of the Documents or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of each of the Documents and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Time is of the essence with respect to each and every covenant, agreement and obligation of Originator under the Documents. All exhibits referred to in the Documents are by such reference incorporated into the Documents as if fully set forth therein.

4.04. Communications. Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto (“Communications”) permitted or required to be given under the Documents shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit in the United States mail, postage prepaid, certified with return receipt requested to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Receipt of Communications under the Documents shall occur upon actual delivery (whether by mail, telecopy transmission, messenger, courier service, or otherwise) to any person who is Originator or an officer or general partner of Originator at any location where such person may be found, or to an officer, partner, agent or employee of Originator or Secured Party, at the address of such party set forth hereinbelow, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute delivery; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice has been received by the sender in accordance with this provision shall also be deemed to be and constitute receipt. Any such Communication, if given to Secured Party, shall be addressed as follows, subject to change as provided hereinabove:

Westside Bank
 56 Hiram Drive
 Hiram, Georgia 30141
 Attention: Ford Thigpen

and, if given to Originator, must be addressed as follows, subject to change as provided hereinabove:

Georgia Municipal Association, Inc.
 201 Pryor Street
 Atlanta, Georgia 30303
 (678) 686-6364 (Fax)
 Attention: Darin Jenkins, Director, Corporate Engagement

With a copy to:

Counsel to Georgia Municipal Association, Inc.
 201 Pryor Street
 Atlanta, Georgia 30303
 (678) 686-6364 (Fax)
 Attention: Rusi Patel, Esq.

With a copy to:

City of Dallas
Dallas City Hall
129 East Memorial Drive
Dallas, Georgia 30132
Attention: Mayor

4.05. Additional Obligations. There shall be included in the Obligations secured hereby all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by Secured Party by reason of (a) any claim for brokerage fees or other such commissions relating to the Project or the Obligations, or (b) the condition of the Project, or (c) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the Installment Sale Agreement or any one or more of the Documents, or (d) the Documents or any claim or demand whatsoever which may be asserted against Secured Party by reason of any alleged action, obligation or undertaking of Secured Party relating in any way to the Obligations or to any matter contemplated by the Documents. In the event Secured Party incurs any liability, loss or damage arising out of or in any way relating to the transaction contemplated by the Documents (including any of the matters referred to in this section), the amounts of such liability, loss or damage shall be added to the Obligations, shall bear interest at the interest rate specified in the Installment Sale Agreement from the date incurred until paid and shall be deemed payable and due on its incurrence.

4.06. Greater Estate. In the event that Originator is the owner of a leasehold estate with respect to any portion of the Project and Originator obtains a fee estate in such portion of the Project, then, such fee estate shall automatically, and without further action of any kind on the part of Originator, be and become subject to the security title and lien hereof.

4.07. Applicable Law. This Instrument shall be interpreted, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, Originator has executed this Instrument under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GEORGIA MUNICIPAL ASSOCIATION, INC.

Unofficial Witness

By: _____
Executive Director

[SEAL]

Notary Public

My Commission Expires:

Attest:

[NOTARIAL SEAL]

Name: Darin Jenkins
Title: Director, Corporate Engagement

Secured Party has executed this Instrument for the purpose of becoming a signatory to the security agreement set forth herein.

Signed, sealed and delivered
in the presence of:

WESTSIDE BANK

Unofficial Witness

By: _____
Name:
Title:

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

EXHIBIT “A”**DESCRIPTION OF THE LAND:**

All that tract or parcel of land lying in Land Lot 275, 2nd District, 3rd Section, Paulding County, Georgia, being situated within the city limits of Dallas, Georgia and being more particularly described as follows:

Commencing at a point, said point being the intersection of the rights-of-way of the southerly margin of West Memorial Drive and the westerly margin of Main Street if the straight tangents of said margins were extended to an intersection point; Thence from afore described intersection point, South 16 degrees 21 minutes 30 seconds East, a distance of 97.47 feet to a point on the westerly margin of Main Street and the TRUE POINT OF BEGINNING; Thence continuing South 16 degrees 21 minutes 30 seconds East, a distance of 78.62 feet to a point; Thence leaving said westerly margin of Main Street and running South 75 degrees 33 minutes 47 seconds West, a distance of 118.73 feet to a point; Thence North 13 degrees 54 minutes 29 seconds West, a distance of 173.39 feet to a point on the southerly margin of West Memorial Drive; Thence running along the southerly margin of West Memorial Drive and the westerly margin of Main Street the following courses and distances: North 74 degrees 13 minutes 22 seconds East, a distance of 32.45 feet to a point; Thence running along a curve to the right an arc distance of 31.06 feet (said arc being subtended by a chord with a bearing of North 79 degrees 10 minutes 32 seconds East, a chord distance of 31.01 feet and having a radius distance of 152.11 feet) to a point; Thence running along a curve to the right an arc distance of 22.68 feet (said arc being subtended by a chord with a bearing of South 83 degrees 51 minutes 47 seconds East, a chord distance of 22.53 feet and having a radius distance of 57.22 feet) to a point; Thence running along a curve to the right an arc distance of 18.91 feet (said arc being subtended by a chord with a bearing of South 63 degrees 17 minutes 30 seconds East, a chord distance of 18.82 feet and having a radius distance of 56.20 feet) to a point; Thence running along a curve to the right an arc distance of 17.52 feet (said arc being subtended by a chord with a bearing of South 42 degrees 17 minutes 41 seconds East, a chord distance of 17.48 feet and having a radius distance of 67.98 feet) to a point; Thence running along a curve to the right an arc distance of 27.60 feet (said arc being subtended by a chord with a bearing of South 26 degrees 49 minutes 19 seconds East, a chord distance of 27.56 feet and having a radius distance of 149.99 feet) to a point; Thence running along a curve to the right an arc distance of 31.02 feet (said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 48 seconds East, a chord distance of 31.00 feet and having a radius distance of 247.98 feet) to a point and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.440 acres and being more fully shown on that certain survey for The City of Dallas, Georgia as prepared by Carlton Rakestraw & Associates and dated June 20, 2023.

EXHIBIT “B”

DESCRIPTION OF FACILITIES:

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land.

EXHIBIT “C”**DESCRIPTION OF EQUIPMENT:**

All furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, warranties, documents, accounts, general intangibles, goods, inventory, and goodwill related thereto (including any names or symbols by which the premises is known) and all other articles of personal property of every kind and nature whatsoever financed and refinanced with the proceeds of the Installment Sale Agreement relating to the Facilities.

EXHIBIT “D”

PERMITTED ENCUMBRANCES:

Those encumbrances listed on the title insurance policy issued in connection herewith and those consented to in writing by the Secured Party.

AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY

THIS AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY (this “Agreement”) is made as of this 25th day of July, 2023, by the **CITY OF DALLAS, GEORGIA**, a municipal corporation of the State of Georgia (“City”), in favor of **WESTSIDE BANK, a division of The Piedmont Bank**, a Georgia state banking corporation (“Lender”), and **GEORGIA MUNICIPAL ASSOCIATION, INC.**, a Georgia nonprofit corporation (“Originator”) (Lender and Originator being referred to as “Seller” herein, each individually having full benefit of the obligations of the City hereunder).

ARTICLE 1

BACKGROUND AND AGREEMENT

A. Background. Seller has agreed to extend credit to the City in the principal amount of \$2,205,000 evidenced by an Installment Sale Agreement (the “Installment Sale Agreement”) in the aforesaid principal amount, which has been assigned by Originator to Lender. Lender's rights under the Installment Sale Agreement are secured by a Deed to Secure Debt and Security Agreement (the “Security Deed”) made by Originator in favor of Lender, of even date herewith, conveying an interest in certain real property (the “Project”) located in the City of Dallas, Georgia and described in Exhibit A attached hereto. The Installment Sale Agreement, the Security Deed and all other documents evidencing, securing or otherwise relating to the Installment Sale Agreement are herein referred to collectively as the “Documents.” Due to the concerns of Seller relating to Hazardous Substances, Seller is unwilling to enter into or fund the Installment Sale Agreement without the receipt by Seller of this Agreement, which is given by the City as an agreement, separate and distinct from the Documents, to induce Seller to enter into the Documents.

B. Statement of Agreement. For and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City, the City does hereby make the following certifications, representations and warranties to, and covenants and agreements with, Seller.

ARTICLE 2

DEFINITIONS

In addition to the other terms defined herein, the following terms shall have the meanings set forth in this Article II.

A. Affected Property. Any property other than the Project which is affected by the Use of the Project or by any Environmental Activity related to the Project.

B. Environmental Activity. Any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, to, upon, in, under or above the Project or otherwise relating to the Project or the Use of the Project or relating to any Affected Property, or any other activity or occurrence that causes or would cause any such event to exist.

C. Environmental Requirements. All “Super Fund” or “Super Lien” laws relating to any Hazardous Substance or Environmental Activity, and all other present and future federal, state and local laws, statutes, authorizations, judgments, decrees, concessions, grants, franchises, agreements, ordinances, codes, rules, regulations, orders and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any Hazardous Substances or Environmental Activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated thereunder or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 *et seq.* (“CERCLA”).

Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*

Clean Air Act, 42 U.S.C. 7401-7626.

Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. 1251 *et seq.*

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, 7 U.S.C. 136 *et seq.*

Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*

Safe Drinking Water Act, 42 U.S.C. 300(f) *et seq.*

Occupational Safety and Health Act, 42 U.S.C. 651 *et seq.*

National Environmental Policy Act, 42 U.S.C. 4321 *et seq.*

Hazardous Materials Transportation Act, 49 U.S.C. 1471 *et seq.*

Refuse Act, 33 U.S.C. 407 *et seq.*

Emergency Planning And Community Right-To-Know Act, 42 U.S.C. 1101 *et seq.*

Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*

D. Hazardous Substance. Any substance which is a “hazardous substance” (as defined in CERCLA), or any other substance or material defined, designated, classified or considered as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic, radioactive, regulated or dangerous substance or air pollutant under any Environmental Requirement.

E. Indemnitees. Seller and each of its predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney-in-fact, attorney-at-law, representative, officer, director, shareholder, partner, participant and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to “any” of such parties shall be deemed to mean “any one or more” of such parties; and references in this sentence to “each of the foregoing” shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference.

F. Proximate Property. Property located in such proximity to the Project that the Project might be affected by Related Activity thereon.

G. Related Activity. Any Use, activity, condition, circumstance or state of facts existing or occurring other than with respect to the Project or Affected Property which would, if existing or occurring with respect to the Project or Affected Property, constitute an Environmental Activity.

H. Use. Use, ownership, leasing, development, construction, maintenance, management, operation or occupancy.

ARTICLE 3

CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

A. Investigation. The City certifies, represents and warrants to Seller that it has duly investigated the present and past uses of the Project, as to whether the Project or any Proximate Property is or has been the site of storage of or contamination by any Hazardous Substances or the subject of any other Environmental Activity.

B. Related Liability. The City certifies, represents and warrants to Seller that the City has given no release or waiver of liability that would waive or impair any claim based on any Environmental Activity to a previous owner of the Project or to any party who may be potentially responsible for the Project; and that the City has no liability, absolute or contingent in connection with any Environmental Activity.

C. Compliance Except as previously disclosed to the Seller and the Lender in writing, the City certifies, represents and warrants to Seller that: (a) to its best knowledge, the City and the Project are in compliance in all material respects with all applicable Environmental Requirements;

and (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of the City, threatened in connection with any Environmental Activity or alleged Environmental Activity; and (c) the City has no knowledge, after due investigation, of the presence of any Hazardous Substances upon the Project; and (d) the City has no knowledge, after due investigation, of any facts or circumstances existing upon, in, under or above the Project or relating to the Project which may violate any applicable Environmental Requirement; and (e) the Use of the Project for its intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; and (f) to the best knowledge of the City, after due inquiry, there is no Related Activity upon, in, under or above any Proximate Property; and (g) the City has not engaged in any Environmental Activity and, to the best knowledge of the City, after due investigation, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person or entity alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements; and (h) the City has obtained and will at all times continue to obtain and maintain all licenses, permits or other governmental or regulatory approvals or consents, if any, necessary to comply with all Environmental Requirements relating to the Project and any Affected Property, and the City is and shall continue at all times to be in compliance with said licenses, permits, approvals or consents; and (i) to the best knowledge of the City, no other property now or previously owned by the City is under investigation with respect to, or is or has been in violation of any Environmental Requirement during the period of time that the City owned such property, except as disclosed in writing to the Lender.

ARTICLE 4

COVENANTS, AGREEMENTS, AND INDEMNITY

A. Performance. The City shall at all times, at its sole expense, comply with, and cause the Project to comply with, all applicable Environmental Requirements relating to the Project or the ownership of the Project or relating to any Affected Property, and the City shall not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Requirement.

B. Notice. The City shall immediately notify Seller if the City becomes aware of (a) the presence of any Hazardous Substances or other environmental problem or liability with respect to the Project, any Affected Property or any Proximate Property; or (b) any lien, action or notice resulting from violation or alleged violation of, or action pursuant to, any Environmental Regulation as the same pertains to the Project, or any other property now or previously owned by the City, or any Affected Property, or any Proximate Property; or (c) the institution of any investigation, inquiry or proceeding concerning the City or the Project or any Affected Property pursuant to any Environmental Requirement; or (d) the discovery of any occurrence, condition or state of facts which would render any representation contained in this Agreement incorrect in any respect if made at the time of such discovery.

C. Indemnity. To the extent permitted by law, the City shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all claims, demands, defenses,

set-offs, counterclaims, damages, disbursements, losses, judgments, liens, liabilities, penalties, objections, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnitee's internal legal counsel, including fees in appellate and bankruptcy proceedings) which accrue against or are incurred by Seller and arise directly or indirectly from or out of or in any way connected with (a) the failure of any certification, representation or warranty contained in this Agreement to be true and correct in all respects; or (b) the presence of any Hazardous Substance upon the Project or any Affected Property; or (c) the occurrence of any Environmental Activity or any failure of the City or any other person or entity to comply with all applicable Environmental Requirements relating to the Project or the Use of the Project or relating to any Affected Property; or (d) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any actual or alleged Environmental Activity; or (e) the occurrence of any Related Activity or the violation of any Environmental Requirement in connection with any other property owned by the City, which occurrence or violation gives or may give rise to any rights whatsoever in any party whatsoever with respect to the Project; or (f) any failure of the City to perform any covenant set forth in this Agreement; or (g) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a) through (f) of this section or any allegation of such matters. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth above in this section.

ARTICLE 5

GENERAL CONDITIONS

A. Unconditional Obligations. The obligations of the City under this Agreement are unconditional. The City hereby expressly waives and renounces (to the extent it may lawfully do so) any and all claims, defenses and other rights which are dependent upon an allegation or proposition contrary to the foregoing provisions of this section.

B. Costs and Expenses. The City shall pay to each Indemnitee all costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnitee's legal counsel, including fees in appellate and bankruptcy proceedings) incurred by any Indemnitee in connection with this Agreement or the enforcement of the terms of this Agreement.

C. No Waiver: Remedies Cumulative. No delay or omission by any Indemnitee to exercise any right or remedy accruing upon any default hereunder shall exhaust or impair any such right or remedy or shall be construed to be a waiver of any such default, or acquiescence therein, and every right and remedy given by this Agreement to any Indemnitee may be exercised from time to time and as often as may be deemed expedient by any Indemnitee. No consent or waiver, express or implied, by any Indemnitee to or of any default shall be deemed or construed to be a consent or waiver to or of any other default. No delay, indulgence, departure, act or omission by any Indemnitee shall release, discharge, modify, change or otherwise affect the liability or other obligation of the City or any surety or guarantor, or preclude any Indemnitee from exercising any

right, privilege or remedy granted herein. No right or remedy conferred upon or reserved to any Indemnatee hereunder is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and concurrent and shall be in addition to every other right and remedy given hereunder or under any other agreement between the City and any Indemnatee or now or hereafter existing at law, in equity or by statute.

D. Communications. Any and all notices, elections, approvals, consents, demands, requests and responses thereto (“Communications”) permitted or required to be given under this Agreement shall be in writing signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of a which no notice has been received shall also constitute receipt. Any Communication, if given to Lender, shall be addressed as follows:

Westside Bank
56 Hiram Drive
Hiram, Georgia 30141
Attention: Ford Thigpen

if given to Originator, shall be addressed as follows:

Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
Attention: Darin Jenkins, Director, Corporate Engagement

and, if given to the City, shall be addressed as follows:

City of Dallas
Dallas City Hall
129 East Memorial Drive
Dallas, Georgia 30132
Attention: Mayor

with a copy to:

Darrin Keaton, City Attorney
129 East Memorial Drive
Dallas, Georgia 30132

E. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the City and Seller and the other Indemnitees and their respective heirs, executors, legal representatives, successors and assigns. All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in this Agreement are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. If any provisions hereof or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is assignable by Seller, and any assignment by Seller shall operate to vest in the assignee all rights and powers conferred upon and granted to Seller hereby. Time is of the essence with respect to each and every covenant, agreement and obligation of the City hereunder. The provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement constitutes the entire agreement between the City and Seller relating to Hazardous Substances affecting the Project or any Affected Property and the indemnity set forth hereinabove. This Agreement shall be construed so that it may be enforced by either Lender or Originator, acting independently for their own account, or by Lender and Originator jointly, at their option.

F. Transfers and Survival. The parties hereto contemplate that liability may arise hereunder after full payment or termination of the Installment Sale Agreement, and that liability may arise hereunder prior to full payment of the Installment Sale Agreement and remain unpaid after full payment of the Installment Sale Agreement, and it is specifically agreed that this Agreement (including the indemnity provided hereby) shall survive the full payment of the Installment Sale Agreement, the foreclosure of the Security Deed, the transfer of the Project, and all other events relating to the Installment Sale Agreement or the Project. The City hereby acknowledges and agrees that the benefits of this Agreement (including said indemnity) shall continue in favor of Indemnitees notwithstanding any transfer or assignment hereof by the Indemnitees or any of them, and shall also run to transferees and assignees hereof as additional Indemnitees.

G. Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the City has executed this Agreement under seal, as of the day and year first above written.

CITY OF DALLAS, GEORGIA

[SEAL]

By: _____
Mayor

Attest: _____
Clerk

Originator and Lender have executed this Instrument for the purposes of becoming a signatory hereto and acknowledging their rights hereunder.

WESTSIDE BANK

By: _____
Name:
Title:

**GEORGIA MUNICIPAL ASSOCIATION,
INC.**

By: _____
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying in Land Lot 275, 2nd District, 3rd Section, Paulding County, Georgia, being situated within the city limits of Dallas, Georgia and being more particularly described as follows:

Commencing at a point, said point being the intersection of the rights-of-way of the southerly margin of West Memorial Drive and the westerly margin of Main Street if the straight tangents of said margins were extended to an intersection point; Thence from afore described intersection point, South 16 degrees 21 minutes 30 seconds East, a distance of 97.47 feet to a point on the westerly margin of Main Street and the TRUE POINT OF BEGINNING; Thence continuing South 16 degrees 21 minutes 30 seconds East, a distance of 78.62 feet to a point; Thence leaving said westerly margin of Main Street and running South 75 degrees 33 minutes 47 seconds West, a distance of 118.73 feet to a point; Thence North 13 degrees 54 minutes 29 seconds West, a distance of 173.39 feet to a point on the southerly margin of West Memorial Drive; Thence running along the southerly margin of West Memorial Drive and the westerly margin of Main Street the following courses and distances: North 74 degrees 13 minutes 22 seconds East, a distance of 32.45 feet to a point; Thence running along a curve to the right an arc distance of 31.06 feet (said arc being subtended by a chord with a bearing of North 79 degrees 10 minutes 32 seconds East, a chord distance of 31.01 feet and having a radius distance of 152.11 feet) to a point; Thence running along a curve to the right an arc distance of 22.68 feet (said arc being subtended by a chord with a bearing of South 83 degrees 51 minutes 47 seconds East, a chord distance of 22.53 feet and having a radius distance of 57.22 feet) to a point; Thence running along a curve to the right an arc distance of 18.91 feet (said arc being subtended by a chord with a bearing of South 63 degrees 17 minutes 30 seconds East, a chord distance of 18.82 feet and having a radius distance of 56.20 feet) to a point; Thence running along a curve to the right an arc distance of 17.52 feet (said arc being subtended by a chord with a bearing of South 42 degrees 17 minutes 41 seconds East, a chord distance of 17.48 feet and having a radius distance of 67.98 feet) to a point; Thence running along a curve to the right an arc distance of 27.60 feet (said arc being subtended by a chord with a bearing of South 26 degrees 49 minutes 19 seconds East, a chord distance of 27.56 feet and having a radius distance of 149.99 feet) to a point; Thence running along a curve to the right an arc distance of 31.02 feet (said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 48 seconds East, a chord distance of 31.00 feet and having a radius distance of 247.98 feet) to a point and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.440 acres and being more fully shown on that certain survey for The City of Dallas, Georgia as prepared by Carlton Rakestraw & Associates and dated June 20, 2023.

After recording return to:
James R. Woodward
Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

STATE OF GEORGIA

COUNTY OF PAULDING

LIMITED WARRANTY DEED

THIS INSTRUMENT is made this 25th day of July, 2023, between the CITY OF DALLAS, GEORGIA, a municipal corporation of the State of Georgia, acting through its Mayor and Council (hereinafter referred to as “Grantor”) and the GEORGIA MUNICIPAL ASSOCIATION, INC. (hereinafter referred to as “Grantee”), and (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, the real property described in Exhibit “A” attached hereto and by this reference incorporated herein and made a part hereof by this reference.

TO HAVE AND TO HOLD the above-described tract of parcel of land, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the lawful claims all persons claiming by or through Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF DALLAS, GEORGIA

Unofficial Witness

By: _____
Mayor

Notary Public

Attest:

Commission Expiration Date:

[NOTARIAL SEAL]

By: _____
Clerk

[SEAL]

[Limited Warranty Deed]

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying in Land Lot 275, 2nd District, 3rd Section, Paulding County, Georgia, being situated within the city limits of Dallas, Georgia and being more particularly described as follows:

Commencing at a point, said point being the intersection of the rights-of-way of the southerly margin of West Memorial Drive and the westerly margin of Main Street if the straight tangents of said margins were extended to an intersection point; Thence from afore described intersection point, South 16 degrees 21 minutes 30 seconds East, a distance of 97.47 feet to a point on the westerly margin of Main Street and the TRUE POINT OF BEGINNING; Thence continuing South 16 degrees 21 minutes 30 seconds East, a distance of 78.62 feet to a point; Thence leaving said westerly margin of Main Street and running South 75 degrees 33 minutes 47 seconds West, a distance of 118.73 feet to a point; Thence North 13 degrees 54 minutes 29 seconds West, a distance of 173.39 feet to a point on the southerly margin of West Memorial Drive; Thence running along the southerly margin of West Memorial Drive and the westerly margin of Main Street the following courses and distances: North 74 degrees 13 minutes 22 seconds East, a distance of 32.45 feet to a point; Thence running along a curve to the right an arc distance of 31.06 feet (said arc being subtended by a chord with a bearing of North 79 degrees 10 minutes 32 seconds East, a chord distance of 31.01 feet and having a radius distance of 152.11 feet) to a point; Thence running along a curve to the right an arc distance of 22.68 feet (said arc being subtended by a chord with a bearing of South 83 degrees 51 minutes 47 seconds East, a chord distance of 22.53 feet and having a radius distance of 57.22 feet) to a point; Thence running along a curve to the right an arc distance of 18.91 feet (said arc being subtended by a chord with a bearing of South 63 degrees 17 minutes 30 seconds East, a chord distance of 18.82 feet and having a radius distance of 56.20 feet) to a point; Thence running along a curve to the right an arc distance of 17.52 feet (said arc being subtended by a chord with a bearing of South 42 degrees 17 minutes 41 seconds East, a chord distance of 17.48 feet and having a radius distance of 67.98 feet) to a point; Thence running along a curve to the right an arc distance of 27.60 feet (said arc being subtended by a chord with a bearing of South 26 degrees 49 minutes 19 seconds East, a chord distance of 27.56 feet and having a radius distance of 149.99 feet) to a point; Thence running along a curve to the right an arc distance of 31.02 feet (said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 48 seconds East, a chord distance of 31.00 feet and having a radius distance of 247.98 feet) to a point and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.440 acres and being more fully shown on that certain survey for The City of Dallas, Georgia as prepared by Carlton Rakestraw & Associates and dated June 20, 2023.