



City Council Regular Meeting

Monday, June 01, 2026

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 Brandon Rakestraw at 770.443.8110 ext. 1401 to allow the city to make reasonable accommodations for those persons.

AGENDA

CALL TO ORDER

INVOCATION AND PLEDGE

RECOGNITION OF VISITORS AND COMMENTS

1. UGA Archway Partnership Silver Designation Presentation by Heidi Grogger, Interim Community Engagement Manager

MINUTES APPROVAL

2. May 4, 2026, Regular Meeting Minutes

CONSENT AGENDA

3. RES 2026-17: TIPS Interlocal Cooperative Purchasing Agreement
4. Approval to surplus the following vehicles: Unit #8 – 2018 Ford Explorer, VIN: 1FM5K8AR9HGB46992; Unit 67 – 2012 Chevrolet Impala, VIN: 2G1WD5E35C1181645; Unit #83 – 2016 Ford Explorer, VIN: 1FM5K8ARXGGA86331
5. Approval to enter into an Engineering Agreement with Ardurra Group, Inc., for professional services related to Construction Administration & Observation for the Wildwood Utility Replacement Project in the total amount of \$46,000.00.

UNFINISHED BUSINESS

6. A-2025-04: Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s): 147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. (Tabled May 4, 2026)

- [7.](#) Z-2025-07: Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. (Tabled May 4, 2026)
- [8.](#) Second Read: Charter Amendment CA-2026-01; Amendment to the City Charter as a part of the overhaul of the Purchasing and Procurement of the City of Dallas.
- [9.](#) Second Read: ORD 2026-01; Creating Chapter 23 Vacancy/Blight
- [10.](#) Second Read: OA 2026-03; Repeal and replace the purchasing ordinance of the City as part of the purchasing and procurement overhaul.
- [11.](#) Second Read: OA 2026-04; To add alkaline hydrolysis as a separate item from cremation to allow for such in legal non-conforming funeral homes and to define same.

NEW BUSINESS

- [12.](#) Approval to purchase Catalyst Locate Software that will provide the ability to track officers via radios in the amount of \$8,463.00 to be paid from 911 Fees.
- [13.](#) Special Event Application; SEA-000007-2026: Good Stuff Coffeehouse 109 W. Spring Street, requesting the use of Joe Parker Park on Sunday 06/14/2026 for a community yard sale.
- [14.](#) OA-2026-05: Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited
- [15.](#) Approval to accept a Parcel Quit Claim Deed for Property Adjacent to Industrial Boulevard as a quit-claim and abandonment from Grantor to Grantee transition between Paulding County, Georgia (Grantor) and City of Dallas, Georgia (Grantee)
- [16.](#) RES 2026-18: Surety Bonds
- [17.](#) First Read: OA-2026-06 Bond Security

ADDITIONAL/COMMENTS

ADJOURNMENT



City Council Regular Meeting

Monday, May 04, 2026

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

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MINUTES

PUBLIC HEARING

- A. Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. Public Hearing closed.
- B. Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. Public Hearing closed.
- C. Public Safety Development Impact Fee Program Proposed Ordinance Amendment. Public Hearing closed.

CALL TO ORDER

PRESENT

Mayor L. James Kelly
 Councilmember Leah Alls
 Councilmember Nancy Arnold
 Councilmember Christopher Carter
 Councilmember James Henson
 Councilmember Cooper Cochran
 Councilmember Candace Callaway

INVOCATION AND PLEDGE

Darrin Keaton led the Invocation and Pledge.

RECOGNITION OF VISITORS AND COMMENTS

None

MINUTES APPROVAL

1. Motion to adopt April 6, 2026, Regular Meeting Minutes.

Motion made by Councilmember Cochran, Seconded by Councilmember Alls.

Voting Yea: Councilmember Alls, Councilmember Arnold, Councilmember Carter, Councilmember Henson, Councilmember Cochran, Councilmember Callaway

CONSENT AGENDA

Motion to approve the following items.

Motion made by Councilmember Arnold, Seconded by Councilmember Alls.

Voting Yea: Councilmember Alls, Councilmember Arnold, Councilmember Carter, Councilmember Henson, Councilmember Cochran, Councilmember Callaway

2. Authorization of final installment payment to Axon Enterprise, Inc. — Invoice No. INUS437940, \$24,147.27, representing the fifth and final annual payment under a 5-year Taser 7 equipment and service agreement (Quote No. Q-378694) entered in 2022. Total contract value: approximately \$120,736.
3. RES 2026-13: Atlanta Gas Line Relocation
4. RES 2026-15: Ratify PSA assignment to DDA 100 W Griffin
5. Motion to move RES 2026-16: Approve changing amenities 200 Lester Drive to New Business.

Motion made by Councilmember Callaway, Seconded by Councilmember Cochran.

Voting Yea: Councilmember Alls, Councilmember Arnold, Councilmember Carter, Councilmember Henson, Councilmember Cochran, Councilmember Callaway

OLD BUSINESS

6. Motion to approve A-2026-01: Annexation Application No. A-2025-03; Blue River Development

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

Voting Yea: Councilmember Alls, Councilmember Arnold

Voting Nay: Councilmember Callaway

7. Motion to approve Zoning Map Amendment Ordinance Z-2026-01: Zoning Application No. Z-2025-05; Blue River Development.

Motion made by Councilmember Arnold, Seconded by Councilmember Alls.

Voting Yea: Councilmember Alls, Councilmember Arnold, Councilmember Carter, Councilmember

Henson, Councilmember Cochran
Voting Nay: Councilmember Callaway

8. Motion to approve Zoning Map Amendment Ordinance Z-2026-02: Zoning Application No. Z-2025-06; Jeff Helms.

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

NEW BUSINESS

9. Motion to table Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

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

10. Motion to table Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

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

11. Motion to approve professional engineering and design services for the Dallas Battlefield Trail Phase III Project for a total contract amount of \$391,630.00.

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

12. Motion to approve award and enter a Construction Agreement with HD Excavation and Utilities, LLC., for construction of the Wildwood Utility Replacement Project for a total contract amount of \$367,502.50.

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

13. Motion to approve execution and acceptance of Quit Claim Deed for Public Right-of-Way of Rich Osborne Road. This will be a public right-of-way transition between Paulding County, Georgia (Grantor) and City of Dallas, Georgia (Grantee).

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

14. Motion to approve RES 2026-12: Approving the TAN for the City in the amount of up to \$1,000,000 to be paid off December 31, 2026.

Motion made by Councilmember Henson, Seconded by Councilmember Cochran.
Voting Yea: Councilmember Alls, Councilmember Arnold, Councilmember Carter, Councilmember Henson, Councilmember Cochran
Voting Nay: Councilmember Callaway

15. Motion to adopt RES 2026-14: Approving the acceptance of a microgrant and for the purchase of equipment at approximately \$32,000 and approving the Police Department finding of sole-source.

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

16. First Read: Charter Amendment CA-2026-01; Amendment to the City Charter as a part of the overhaul of the Purchasing and Procurement of the City of Dallas.

17. First Read: ORD 2026-01; Creating Chapter 23 Vacancy/Blight

18. First Read: OA 2026-03; Repeal and replace the purchasing ordinance of the City as part of the purchasing and procurement overhaul.

19. First Read: OA 2026-04; To add alkaline hydrolysis as a separate item from cremation to allow for such in legal non-conforming funeral homes and to define same.

ADDITIONAL/COMMENTS

Motion to table RES 2026-16; Approve changing amenities 200 Lester Drive.

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

ADJOURNMENT

Motion to adjourn.

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

Mayor, L. James Kelly

Date

City Clerk, Tina Clark

Date

DRAFT

RESOLUTION

RES 2026-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, AUTHORIZING THE CITY'S PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM ("TIPS") COOPERATIVE PURCHASING PROGRAM; AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PARTICIPATION; PROVIDING FOR COMPLIANCE WITH APPLICABLE GEORGIA LAW AND THE CITY OF DALLAS CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Dallas, Georgia, has adopted a centralized purchasing system for the purchase of supplies, nonprofessional services, and equipment, and has vested purchasing authority in the City's purchasing department, subject to approval by the purchasing agent, the finance committee, or the mayor and council, as applicable under the City Code; and

WHEREAS, the City Manager serves as the City's purchasing agent and is authorized to negotiate purchases and contracts for equipment, supplies, nonprofessional services, and services not requiring peculiar ability in accordance with the City of Dallas Code of Ordinances, the City Charter, and general state law; and

WHEREAS, the City of Dallas Code of Ordinances expressly provides that nothing in the City's purchasing division shall prohibit the voluntary participation by the City in voluntary cooperative purchasing agreements or programs entered into between the City and the state, county, or other municipalities, and further provides that the purchasing agent is empowered and authorized to procure for the City supplies and equipment in conjunction with such voluntary cooperative purchasing agreements or programs; and

WHEREAS, The Interlocal Purchasing System ("TIPS") is a cooperative purchasing program offered by Region VIII Education Service Center, located in Pittsburg, Texas, which makes available to participating governmental entities competitively bid and awarded vendor contracts for a variety of goods and services; and

WHEREAS, participation in TIPS is expected to benefit the City and its taxpayers by providing an additional procurement method that may produce cost savings, administrative efficiencies, and access to competitively procured contracts; and

WHEREAS, the City desires to become a member of TIPS and to utilize TIPS contracts when determined to be in the best interests of the City and consistent with applicable Georgia law, including the City's obligations under O.C.G.A. § 36-91-20 for public works construction contracts when applicable, and O.C.G.A. § 36-60-13 for any multiyear lease, purchase, or lease-purchase contracts when applicable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dallas, Georgia, and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization to Participate in TIPS.

The Mayor and Council hereby determine that there is a stated need for the City of Dallas to participate in The Interlocal Purchasing System ("TIPS") and that such participation is in the best interests of the City and its taxpayers.

Section 2. Authorized Official.

The City Manager, as Purchasing Agent for the City of Dallas, or such other official as may be designated by the Mayor and Council, is hereby authorized and directed to execute, sign, and deliver, for and on behalf of the City, any and all applications, membership agreements, participation documents, and related instruments required for the City to become and remain a member of TIPS.

Section 3. Use of TIPS Contracts.

The City may, from time to time, procure supplies, equipment, and services through TIPS contracts when such procurement is determined to be advantageous to the City and otherwise compliant with the City of Dallas Code of Ordinances, including without limitation Section 2-234 of the City Code, and all other applicable provisions of state law.

Section 4. Compliance with Georgia Law.

Nothing in this Resolution shall be construed to authorize the City to procure public works construction contracts except in compliance with O.C.G.A. Title 36, Chapter 91, including O.C.G.A. § 36-91-20, where applicable. Nothing in this Resolution shall be construed to authorize the City to enter into any multiyear lease, purchase, or lease-purchase contract except in compliance with O.C.G.A. § 36-60-13, where applicable.

Section 5. Filing and Record.

The appropriate City officials are authorized to provide a certified copy of this Resolution to TIPS and to maintain this Resolution in the official records of the City.

Section 6. Effective Date.

This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this _____ day of _____, 2026.

L. James Kelly, Mayor

James Henson, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Candace Callaway, Councilmember

Attest: _____
Tina Clark, City Clerk

APPROVED AS TO FORM:

City Attorney



STAFF ACTION ITEM

MEETING DATE: 06.01.2026
TITLE: Chief of Police
PRESENTED BY: Joe Duvall

AGENDA ITEM DESCRIPTION (Agenda Content):

Approval to surplus the following vehicles:

Unit #8 – 2018 Ford Explorer, VIN: 1FM5K8AR9HGB46992

Unit 67 – 2012 Chevrolet Impala, VIN: 2G1WD5E35C1181645

Unit #83 – 2016 Ford Explorer, VIN: 1FM5K8ARXGGA86331

HISTORY/PAST ACTION:

Enter Text Here

FINANCIAL IMPACT:

Enter Text Here

INFORMATION:

Description of request.



STAFF ACTION ITEM

MEETING DATE: 06/01/2026

TITLE: *Engineering Services Agreement: Wildwood Utility Replacement Project – Construction Administration & Observation; Amendment to Task Order No.17; Ardurra Group, Inc.*

PRESENTED BY: *Brandon Rakestraw – Director*

AGENDA ITEM DESCRIPTION (Agenda Content):

Engineering Services Agreement: Wildwood Utility Replacement Project – Construction Administration & Observation; Amendment to Task Order No.17; Ardurra Group, Inc.

HISTORY/PAST ACTION:

Approval: Ardurra Group, Inc. - Engineering Design contract

FINANCIAL IMPACT:

\$46,000.00

INFORMATION:

Request approval to enter into an Engineering Agreement with Ardurra Group, Inc., for professional services related to Construction Administration & Observation for the Wildwood Utility Replacement Project. The total contract amount is \$46,000.00

Attachment: Ardurra Group, Inc. – Amendment to Task Order No.17 for Wildwood Utility Replacement Project

ATTACHMENT A**CONTRACT FOR SERVICES AMENDMENT TO TASK ORDER NO. 17**

The following modifications to the Task Order No. 17 shall be in accordance with the master contract for General Engineering Services dated June 15, 2023, between **City of Dallas (OWNER)** and **Ardurra Group, Inc., (CONSULTANT)**. The Ardurra Project Number for Task Order No. 17 is **20240595.00.WK**

1. SCOPE OF SERVICES AMENDMENT.**Construction Administration:**

Upon successful bidding of the project, the CONSULTANT will proceed with the Construction Administration of a single project and provide the following:

- CONSULTANT to produce conformed plan set and contract document set.
- Schedule and attend one (1) pre-construction conference. CONSULTANT will prepare meeting minutes and provide to attendees.
- CONSULTANT to review shop drawings and provide OWNER and Contractor reviewed copy of shop drawings.
- CONSULTANT to review Contractor's Request for Payments - up to four (4) Applications anticipated – one (1) being the final adjusting payment, for a Construction Period of 120 days and make recommendations to OWNER.
- Attend monthly progress meetings.
- Review of RFI and submittals.
- Review Change Orders.
- Review certificate of substantial completion.
- Prepare final punch list.
- Review close-out documents.

Construction Observation:

The CONSULTANT shall assign a Resident Project Representative (RPR) to the project to provide part-time construction observation services during the construction period of four (4) months. Observation services can be provided beyond four (4) months, if requested, as an additional service. The representative will call to the Contractor's attention any deficient work noted in the field and, through the assistance of the Project Manager, interpret the project plans and specifications and City Water & Sewer Regulations when questions arise. It is assumed that construction will not exceed four (4) months. The part-time Construction Observation includes up to 192 man-hours (up to 12 hours per week) plus expenses for the Construction Observer and is inclusive of all necessary onsite meetings (partial approvals, progress meetings, job conferences, etc.). Observation services

can be provided beyond this specified time or number of hours, if requested, as an additional service. The CONSULTANT will provide general consultation as may be necessary to achieve successful construction for the duration of the project. The duties and responsibilities of the RPR are as follows:

- RPR is the CONSULTANT's agent at the Site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall, in general, be with CONSULTANT and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the CONSULTANT;
- Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability;
- Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof;
- Serve as the CONSULTANT's liaison with the Contractor;
- Assist the CONSULTANT in serving as OWNER's liaison with the Contractor when the Contractor's operations affect OWNER's On-Site operations;
- Report to the CONSULTANT when clarifications and interpretations of approved plans, development agreement and City Water & Sewer Regulations are needed and transmit to Contractor clarifications and interpretations as issued by the CONSULTANT;
- Conduct on-site observations of the Contractor's work in progress to assist the CONSULTANT in determining if the Work is generally proceeding in accordance with the approved plans, development agreement and City Water & Sewer Regulations
- Report to the CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the approved plans, development agreement and City Water & Sewer Regulations or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the approved plans, development agreement and City Water & Sewer Regulations, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
- Consult with the CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work
- Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that the Contractor maintains adequate records thereof. Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT
- Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT,

noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work

- Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected
- Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work
- Participate in a final inspection in the company of the CONSULTANT, OWNER, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied
- Observe whether all items on the final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

2. TIME OF PERFORMANCE. Four (4) months.

3. BASIS OF COMPENSATION.

- A. Basic Services. The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, on an hourly plus expenses basis as detailed in the attached rate schedule.

The total fees for the work described above shall not exceed the sum of forty-six thousand dollars (\$46,000).

The CONSULTANT will bill the OWNER on the last day of each month for the fees and expenses incurred during that month.

- B. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in above, Scope of Services, on an hourly basis in accordance with the CONSULTANT'S standard rates.
- C. Reimbursable Expenses. Unless expressly included in the Lump Sum Fee, the OWNER shall compensate the CONSULTANT for incidental expenses incurred in connection with this Task Order, including travel expense, lodging and subsistence expense, printing and duplication expense, and other incidental out of pocket expenses at cost. For the purposes of reimbursement, travel expense shall be at the rate contained in the attached rate schedule.
- D. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment

OWNER:

CITY OF DALLAS, GEORGIA

CONSULTANT:

Ardurra Group, Inc.

By: _____

Name: Brandon Rakestraw

Title: Public Works Director

Date: _____

By: _____

Name: Charles D. Rann, PE

Title: Group Leader

Date: May 11, 2026



STAFF ACTION ITEM

MEETING DATE: 05/04/2026

TITLE: **A-2025-04: ANNEXATION REQUEST**

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

PRESENTED BY: *Brandon Rakestraw – Community Development Director*

AGENDA ITEM DESCRIPTION (Agenda Content):

A-2025-04 : ANNEXATION REQUEST

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

HISTORY/PAST ACTION:

Planning Commission – Public Hearing; April 23, 2026

****Recommendation**** – *Approve the annexation request as follows:*

- *Approve as presented*

INFORMATION:

A-2025-04: ANNEXATION REQUEST

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

ANNEXATION & ZONING APPLICATION AND DOCUMENTS:

A-2025-04 & Z-2025-07 – Planning & Zoning Staff Document

Attachment A – Annexation/Zoning Official Application

Attachment B – Boundary Survey / Legal Description

Attachment C – Site Plan

Attachment D - A-2025-04_Z-2025-07_Georgia Capital, LLC - Paulding County Notification Letter

Attachment E – A-2025-04_Z-2025-07_Georgia Capital, LLC - Paulding County School System Notification Letter

Attachment F – A-2025-04_Z-2025-07_Georgia Capital, LLC / Moore Ingram Johnson & Steele, LLP - Notification Letter

Attachment G – A-2025-04_Z-2025-07_Georgia Capital, LLC / Moore Ingram Johnson & Steele, LLP - Public Hearing Notification Letter

Attachment H - A-2025-04_Z-2025-07_Georgia Capital, LLC - Legal Notice

Attachment I - A-2025-04_Z-2025-07_Georgia Capital, LLC - Surrounding Property Owners Letter

Attachment J - A-2025-04_Z-2025-07_Georgia Capital, LLC - Proposed Architectural Elevations

****These items can be found in and attached to A-2025-04 & Z-2025-07 annexation & rezoning agenda item. ****



STAFF ACTION ITEM

MEETING DATE: 05/04/2026

TITLE: Z-2025-07: ZONING REQUEST

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

PRESENTED BY: Brandon Rakestraw – Community Development Director

AGENDA ITEM DESCRIPTION (Agenda Content):

Z-2025-07: ZONING REQUEST

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

HISTORY/PAST ACTION:

Planning Commission – Public Hearing; April 23, 2026

****Recommendation**** – *Approve the zoning/rezoning request as follows:*

- *Approval - Rezoning Application Z-2025-07 with the following conditions:*
 - *Staff Recommendations: No(s) 1-11 as presented and specified in the Planning & Zoning Staff Document.*
 - *Ownership and Rental Restrictions Stipulation as specified in item C. below (Revised Staff Recommendation No. 12)*
- *Intended Use of Property: Commercial / Office & Attached Townhomes*
- *Proposed Lot Sizing: C-2 +/-9.335 acres; TH +/-26.298 acres*
- *Proposed Unit Count: C-2 Tract A +/-78,800; C-2 Tract B +/-9,400; TH 175-units*
- *Proposed townhome development density of 6.65 units per acre*
- *Zoning District: C-2 Medium-Density Commercial District & TH Townhome Residential District (City)Stipulations: All staff recommended stipulations as listed below.*
 1. *Development shall be constructed in substantial conformity to the site plan provided in zoning application.*
 2. *Owner/developer shall provide a minimum 20-foot planted or natural (where possible) buffer around the site perimeter and a minimum 20-foot-wide landscape area adjacent to public roads or right-of-way. Buffers and landscape areas shall be designated as common areas controlled by a Homeowner’s Association.*
 3. *Owner/developer is responsible for adhering to and providing full compliance with the landscaping standards found in Chapter 7 of the city’s Unified Development Code, including but not limited to professionally landscaped entrances, common areas, buffer areas, and amenities areas.*
 4. *Owner/developer shall comply, design, and construct all roadway and development entrance improvements and/or transportation improvements as required by Georgia Department of Transportation and/or Paulding County Department of Transportation and/or City of Dallas for access.*
 5. *Owner/developer shall comply, design, and construct all offsite sanitary sewer system and/or water system improvements and/or upgrades required by Paulding County Water System for servicing the proposed development.*

6. *The Developer shall install, operate, and maintain a complete Automated License Plate Reader (ALPR) system at each entrance at its sole cost and expense. The Developer must grant immediate and unfettered access to all ALPR data and live feeds to the Dallas Police Department. The system must comply with all applicable federal, state, and local laws, and the Dallas Police Department's established policies and procedures.*
 - a. *Installation & Maintenance: Developer is responsible for all costs related to procurement, installation, maintenance, software access, data hosting, and support of the ALPR system.*
 - b. *System Specifications: The system, including camera locations, power sources, and data storage mechanisms, must meet the technical specifications and approval of the Dallas Police Department.*
 - c. *Law Enforcement Access & Use: Legal ownership and control of the data reside with the Dallas Police Department, and the Developer shall ensure seamless integration and access for law enforcement personnel for public safety and investigative purposes.*
7. *A Homeowners Association shall be required for the Town Home development in its entirety. The Homeowners Association shall be created and enacted as part of final plating process for any development phase. Homeowners Association shall require mandatory membership.*
8. *A Property Management Association shall be required for the C-2 commercial development in its entirety. The Property Management Association shall be created and enacted as part of final plating process for any development phase. Property Management Association shall include all commercial zoned property mandatory.*
9. *Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of townhomes for each townhome to be constructed. All townhomes, buildings, or other structures shall comply with standards set forth in the city's ordinance codes.*
10. *Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of commercial buildings for each commercial building to be constructed. All buildings, or other structures shall comply with standards set forth in the city's ordinance codes.*
11. *Owner/developer shall provide written notice of concurrence stating noted impact have been satisfied from all entities found in the Fiscal Impact Analysis including but not limited to Paulding County School System, Paulding County Department of Transportation, Paulding County Water System, Paulding County Sheriff's Office, Paulding County Fire Department, Georgia Department of Transportation, City of Dallas Police Department and Solid Waste Department, Greystone Power/GA Power Company, Comcast, AT&T, Southern Company Gas, and any additional utility provider located in and servicing the development area.*
12. ~~*Owner/developer shall agree rental properties shall not exceed 10% (Seventeen (17) units) of the overall 175-unit count.*~~ *Ownership and Rental Restrictions (Revised Staff Recommendation No.12):*

Prior to or concurrent with approval of the preliminary plat, the Owner/Developer shall provide to the City a legally binding instrument, in a form acceptable to the City Attorney, establishing the ownership and rental structure for the subject development. Such instrument shall irrevocably elect and enforce one (1) of the following development options:

1. **For-Rent Community Option:** The development shall be established and maintained as a one hundred percent (100%) for-rent townhome community, owned and operated under the unified control of a single ownership entity and/or management company. Individual unit sales shall be prohibited.

OR

- a. **For-Sale Community with Rental Cap Option:** The development shall be established as a for-sale townhome community. Rental of units shall be limited to no more than ten percent (10%) of the total number of units within the development, not to exceed seventeen (17) units based on the approved maximum of one hundred seventy-five (175) units.

The option selected by the Owner/Developer in the required legal instrument shall be incorporated into the homeowners' association (HOA) covenants, conditions, and restrictions (CC&Rs) and/or bylaws, as applicable, and shall be recorded with the final plat. Such provisions shall run with the land and be binding on all successors and assigns.

Unless explicitly stated herein, all other lot and development standards shall comply with the C-1 & TH zoning district as written in the City of Dallas Unified Development Code. All other regulations, requirements, standards and specifications shall comply with City of Dallas Code of Ordinances.

FINANCIAL IMPACT:

N/A

INFORMATION:

Z-2025-07: ZONING REQUEST

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

ANNEXATION & ZONING APPLICATION AND DOCUMENTS:

A-2025-04 & Z-2025-07 – Planning & Zoning Staff Document

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Attachment D - A-2025-04_Z-2025-07_Georgia Capital, LLC - Paulding County Notification Letter

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Attachment G – A-2025-04_Z-2025-07_ Georgia Capital, LLC / Moore Ingram Johnson & Steele, LLP - Public Hearing Notification Letter

Attachment H - A-2025-04_Z-2025-07_ Georgia Capital, LLC - Legal Notice

Attachment I - A-2025-04_Z-2025-07_ Georgia Capital, LLC - Surrounding Property Owners Letter

Attachment J - A-2025-04_Z-2025-07_ Georgia Capital, LLC - Proposed Architectural Elevations

ANNEXATION & ZONING REQUEST:

APPLICATION No: A-2025-04 & Z-2025-07

Applicant: Georgia Capital, LLC

Applicant Address: 400 Galleria Parkway, Suite 1130

City: Atlanta State: Georgia Zip: 30339

Representative: Moore Ingram Johnson & Steele, LLP – J. Kevin Moore

Representative Address: Emerson Overlook, Suite 100, 326 Roswell Street

City: Marietta State: Georgia Zip: 30060

Titleholder: Estate of Mary Sue Tibbitts

Titleholder Address: 2928 Stanway Avenue

City: Douglasville State: Georgia Zip: 30135

Titleholder: 230 Summerhill Road, LLC.

Titleholder Address: 783 Holland Road

City: Powder Springs State: Georgia Zip: 30127

Titleholder: Mike J. Pope

Titleholder Address: 95 Avery Way

City: Dallas State: Georgia Zip: 30157

Location of Property: **469 Summerhill Road, Dallas, Georgia 30132 & Unaddressed property along the Northwesterly and Southeasterly sides of Summerhill Road and Jimmy Lee Smith Parkway**

Tax Parcel ID No.: **147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000**

Land Lot(s): **458; 459; 479** District: **2nd** Section: **3rd**

Intended Use of Property: **Commercial / Office & Attached Townhomes**

Proposed Lot Sizing: **C-2 +/-9.335 acres; TH +/-26.298 acres**

Proposed Unit Count: **C-2 Tract A +/-78,800; C-2 Tract B +/-9,400; TH 175-units**

Zoning District: **C-2 Medium-Density Commercial District & TH Townhome Residential District (City)**

Setbacks & Lot Requirements:

C-2 Medium - Density Commercial District:

Minimum Lot Size –2.5 ac. subject parcel.; Minimum Lot Width – 150ft subject parcel; Minimum Lot Frontage – 50ft. subject parcel; Maximum Building Height – (Principal 60ft.)

(Accessory – 26ft.); Front Setback_{1,10} –35ft. subject parcel; Side Setback₂ – (Principal – 30ft.) Accessory – 10ft / 30ft.∗) subject parcel; Rear Setback₂ – (Principal – 45ft.) (Accessory –10ft. / 45 ft.∗)subject parcel; Minimum Distance from Structure on Same Lot – 10ft.; Minimum Ground Floor Area (Per Unit) – (1 Story – N/A Average) (2+ Story – N/A); Total Minimum Living Area (Per Unit) – 750sf; Minimum Living Area Façade Width – N/A; Maximum Lot Coverage (structures and buildings) – 50%; Maximum Lot Coverage (all impervious surfaces) – 80%

TH Townhome Residential District:

Minimum Lot Size –1ac. subject parcel.; Minimum Lot Width – 100ft subject parcel; Minimum Lot Frontage – 50ft. subject parcel; Maximum Building Height – (Principal 45ft.)

(Accessory – 24ft.); Front Setback –25ft. subject parcel; Side Setback – (Principal – 40ft.) Accessory – 10ft.) subject parcel; Rear Setback – (Principal – 40ft.) (Accessory –10ft.)subject parcel; Minimum Distance from Structure on Same Lot – 20ft.; Minimum Ground Floor Area (Per Unit) – (1 Story – 1,040sf Average) (2+ Story – 650); Total Minimum Living Area (Per Unit) – 1,040sf / 950sf; Minimum Living Area Façade Width – 24ft; Maximum Lot Coverage (structures and buildings) – 50%, Acc: 5% or 600sf (whichever is greater); Maximum Lot Coverage (all impervious surfaces) – 60%

STAFF COMMENTS:

Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential, one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County.

Property that borders the site to the north is within the city limits of Dallas. Property that borders the site to the south and west are light industrial zoned properties within Paulding County. Properties that border to the west and east are residential zone properties in Paulding County.

A. Existing land use and zoning classification of nearby property:

ADJACENT ZONING

ADJACENT DEVELOPMENT

NORTH: OMI – City of Dallas

NORTH: Office Medical Institutional - Residential

EAST: R-2 – Paulding County

EAST: Residential

SOUTH: I-1 – City of Hiram

SOUTH: Light Industrial

WEST: R-2 and I-1 – Paulding County

WEST: Residential & Light Industrial

B. Permitted Use impact on adjacent properties

- *Proposed townhome development density of 6.65 units per acre.*
- *Minimum lot size: 1:2,500sf*
- *Total unit count: 175*
- *Adjacent lot sizes:*
 - *+/-30 acres – Office Medical Institutional – Assisted Living Community to north*
 - *+/-40 acre – Residential property to east*
 - *+/-20 acre – Residential property to west*
 - *+/-6 and +/-12-acre Light Industrial properties to south*

C. Adverse effect on the usability of adjacent or nearby property

- *None – surrounding residential property is undeveloped single residence as current zoned land use.*
- *Light Industrial properties to west and south are developed.*

D. Proposal causes excessive or burdensome use of streets, transportation facilities, utilities, schools

- *Applicant shall complete a Fiscal Impact Analysis. Applicant shall provide written letters of concurrence from all utility providers, city/county government service departments,*

and public school system noting all impacts are either addressed or will be addressed on or before final platting of subject development.

- *Staff comments:*
 - *Increased traffic on existing State, County, and City public roadways and other nearby major and minor collector roads. Traffic Impact Study is required as part of the annexation and zoning submission and approval process. Developer shall complete all noted improvements as part of platting process. Developer shall provide concurrence document from Paulding County DOT and Georgia Department of Transportation.*
 - *Increase student population of nearby public schools. Developer shall provide impact concurrence document from Paulding County School System verifying all impacts have been mitigated.*
 - *Possible increase in calls for service for city police department. Developer shall provide impact concurrence documents from City of Dallas Police Department and Paulding County Sheriff's Office verifying all impacts have been mitigated.*
 - *Increase daily demand for the existing water system and decrease available sanitary sewer capacity - Paulding County Water System. Developer shall provide capacity certification from Paulding County Water System.*
 - *Increase in customer count for city garbage service.*

E. Supported by current conditions

- *Public Water supply via Paulding County Water exists along Summer Hill Road. Water supply capacity to be verified by Paulding County.*
- *Property is within Paulding County's – Sewer Service Area. Connection and extension of the county's sanitary sewer system may be required to service. Existing sewer infrastructure is located on property to the southeast. Sewer capacity to be verified by Paulding County.*
- *Public Roadway connection via Summer Hill Road. Summer Hill Road is a Paulding County roadway currently connecting Paris Road and Atlanta Highway.*
- *Property is located within the Wellstar Wellness District per the 2022-2027 Paulding County Joint Comprehensive Plan. This district promotes the consideration of multi-family housing to provide housing options for the area's growing future workforce.*
- *Development layout adheres to "park-like setting with quality-of-life amenities and attract additional medical and wellness uses" notated within the Land Use + Economic Development section under the Wellstar Wellness District recommendations.*

F. 2022 Comprehensive Plan

Conforms to the 2022-2027 Paulding County Joint Comprehensive Plan as being Community Residential character area, per the future development map shown on page 96 (MAP2.11). Property is also shown to be located in the Wellstar Wellness District, per the Special Area Studies section of the comprehensive plan. This district notates the consideration of multi-family housing, along with attraction of additional medical and wellness uses. The property is also located within Paulding County's Sewer Service Area. Existing sewer infrastructure is located on property to the southeast.

STAFF RECOMMENDATIONS:

Based on the preceding analysis Community Development staff recommend approval of this Annexation and Rezoning request. If the Planning Commission votes to recommend approval, staff recommend the following stipulations be applied:

1. Development shall be constructed in substantial conformity to the site plan provided in zoning application.
2. Owner/developer shall provide a minimum 20-foot planted or natural (where possible) buffer around the site perimeter and a minimum 20-foot-wide landscape area adjacent to public roads or right-of-way. Buffers and landscape areas shall be designated as common areas controlled by a Homeowner's Association.
3. Owner/developer is responsible for adhering to and providing full compliance with the landscaping standards found in Chapter 7 of the city's Unified Development Code, including but not limited to professionally landscaped entrances, common areas, buffer areas, and amenities areas.
4. Owner/developer shall comply, design, and construct all roadway and development entrance improvements and/or transportation improvements as required by Georgia Department of Transportation and/or Paulding County Department of Transportation and/or City of Dallas for access.
5. Owner/developer shall comply, design, and construct all offsite sanitary sewer system and/or water system improvements and/or upgrades required by Paulding County Water System for servicing the proposed development.
6. The Developer shall install, operate, and maintain a complete Automated License Plate Reader (ALPR) system at each entrance at its sole cost and expense. The Developer must grant immediate and unfettered access to all ALPR data and live feeds to the Dallas Police Department. The system must comply with all applicable federal, state, and local laws, and the Dallas Police Department's established policies and procedures.
 1. Installation & Maintenance: Developer is responsible for all costs related to procurement, installation, maintenance, software access, data hosting, and support of the ALPR system.

2. System Specifications: The system, including camera locations, power sources, and data storage mechanisms, must meet the technical specifications and approval of the Dallas Police Department.
 3. Law Enforcement Access & Use: Legal ownership and control of the data reside with the Dallas Police Department, and the Developer shall ensure seamless integration and access for law enforcement personnel for public safety and investigative purposes.
7. A Homeowners Association shall be required for the Town Home development in its entirety. The Homeowners Association shall be created and enacted as part of final plating process for any development phase. Homeowners Association shall require mandatory membership.
 8. A Property Management Association shall be required for the C-2 commercial development in its entirety. The Property Management Association shall be created and enacted as part of final plating process for any development phase. Property Management Association shall include all commercial zoned property mandatory.
 9. Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of townhomes for each townhome to be constructed. All townhomes, buildings, or other structures shall comply with standards set forth in the city's ordinance codes.
 10. Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of commercial buildings for each commercial building to be constructed. All buildings, or other structures shall comply with standards set forth in the city's ordinance codes.
 11. Owner/developer shall provide written notice of concurrence stating noted impact have been satisfied from all entities found in the Fiscal Impact Analysis including but not limited to Paulding County School System, Paulding County Department of Transportation, Paulding County Water System, Paulding County Sheriff's Office, Paulding County Fire Department, Georgia Department of Transportation, City of Dallas Police Department and Solid Waste Department, Greystone Power/GA Power Company, Comcast, AT&T, Southern Company Gas, and any additional utility provider located in and servicing the development area.
 12. ~~Owner/developer shall agree rental properties shall not exceed 10% (Seventeen (17) units) of the overall 175 unit count.~~

PLANNING COMMISSION:

A. PUBLIC HEARING DATE:

- April 23, 2026

B. RECOMMENDATION:

- **Approval** - Annexation Application A-2025-04 as presented.
- **Approval** - Rezoning Application Z-2025-07 with the following conditions:
 - i. Staff Recommendations: No(s) 1-11 as presented and specified in the Planning & Zoning Staff Document.
 - ii. Ownership and Rental Restrictions Stipulation as specified in item C. below (*Revised Staff Recommendation No. 12*)

C. ADDITIONAL STIPLULATIONS:**12. Ownership and Rental Restrictions (*Revised Staff Recommendation No.12*):**

Prior to or concurrent with approval of the preliminary plat, the Owner/Developer shall provide to the City a legally binding instrument, in a form acceptable to the City Attorney, establishing the ownership and rental structure for the subject development. Such instrument shall irrevocably elect and enforce one (1) of the following development options:

- a. **For-Rent Community Option:** The development shall be established and maintained as a one hundred percent (100%) for-rent townhome community, owned and operated under the unified control of a single ownership entity and/or management company. Individual unit sales shall be prohibited.

OR

- b. **For-Sale Community with Rental Cap Option:** The development shall be established as a for-sale townhome community. Rental of units shall be limited to no more than ten percent (10%) of the total number of units within the development, not to exceed seventeen (17) units based on the approved maximum of one hundred seventy-five (175) units.

The option selected by the Owner/Developer in the required legal instrument shall be incorporated into the homeowners' association (HOA) covenants, conditions, and restrictions (CC&Rs) and/or bylaws, as applicable, and shall be recorded with the final plat. Such provisions shall run with the land and be binding on all successors and assigns.

ADDITIONAL STAFF RECOMMENDATIONS:**12. Enforcement and Compliance: (*Addition to Planning Commission Stipulation No.12*)**

The ownership and rental restrictions set forth herein, and as further detailed in the recorded legal instrument and HOA documents, shall constitute zoning conditions of approval. Any violation of the Ownership or Rental Restrictions development option, including but not limited to unauthorized unit sales, exceeding the permitted rental cap,

or failure to maintain single-entity control (as applicable), shall be deemed a violation of the City's zoning ordinance.

The City shall have full authority to enforce these provisions through all remedies available under the zoning code and applicable law, including but not limited to issuance of citations, stop-work orders, withholding or revocation of permits or certificates of occupancy, and pursuit of civil penalties or injunctive relief. The Owner/Developer and the HOA shall cooperate with the City by providing documentation reasonably necessary to verify ongoing compliance, including leasing records or ownership data upon request.

Unless explicitly stated herein, all other lot and development standards shall comply with the C-2 & TH zoning district as written in the City of Dallas Unified Development Code. All other regulations, requirements, standards and specifications shall comply with City of Dallas Code of Ordinances.

The findings made herein are the opinions of the City of Dallas Community Development staff, and do not constitute a final decision. The City of Dallas, Mayor and Council shall govern the final decision on all Annexation, Zoning/Rezoning, Land Use Permit, Special Use Permit, and Medical Hardship Applications.



STAFF REPORT

MEETING DATE: 5/4/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Charter Amendment CA-2026-01 Charter Amendment regarding purchasing

REPORT/INFORMATION:

Amendment to the City Charter as a part of the overhaul of the Purchasing and Procurement of the City of Dallas.

CHARTER AMENDMENT ORDINANCE

CA-2026-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, TO AMEND THE CHARTER OF THE CITY OF DALLAS, GEORGIA, RELATING TO PROCUREMENT AND CONTRACT MANAGEMENT AUTHORITY; TO AMEND SECTION 3.10 REGARDING CITY MANAGER ADMINISTRATIVE RESPONSIBILITY AND CONTRACT EXECUTION AUTHORITY; TO AMEND SECTION 6.26 REGARDING CONTRACTING PROCEDURES AND APPROVAL THRESHOLDS; TO AMEND SECTION 6.27 TO MANDATE CENTRALIZED PURCHASING PROCEDURES; TO ALIGN CHARTER PROVISIONS WITH MODERNIZED PROCUREMENT PRACTICES AND CONTEMPORARY PURCHASING THRESHOLDS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING CHARTER PROVISIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and Council of the City of Dallas, Georgia, are authorized pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and O.C.G.A. § 36-35-3 to amend the City Charter by ordinance duly adopted at two regular consecutive meetings of the governing authority; and

WHEREAS, the existing Charter provisions governing City Manager contract authority and contracting procedures contain inconsistent dollar thresholds that create operational confusion and limit efficient procurement; and

WHEREAS, Section 3.10(b) of the Charter currently requires City Council approval for contracts exceeding Ten Thousand Dollars (\$10,000), while Section 6.26 requires Council approval for contracts exceeding Two Thousand Five Hundred Dollars (\$2,500), creating direct conflict; and

WHEREAS, these outdated thresholds have not been adjusted for inflation or modern procurement practices and are inconsistent with contemporary municipal purchasing standards; and

WHEREAS, the City Council has adopted comprehensive procurement procedures by ordinance that establish purchasing thresholds, approval authority, and competitive procurement requirements; and

WHEREAS, alignment of Charter provisions with the City's procurement ordinance will eliminate conflicts, promote efficient administration, and ensure proper fiscal controls; and

WHEREAS, the proposed amendments establish clear Council approval thresholds at One Hundred Thousand Dollars (\$100,000) for annual contract value and for multi-year contracts, while maintaining appropriate legal review and financial oversight; and

42 **WHEREAS**, the Mayor and Council find that these Charter amendments serve the
43 public interest and promote responsible stewardship of taxpayer resources;
44

45 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF**
46 **THE CITY OF DALLAS, GEORGIA:**

47
48 **SECTION I – AMENDMENT TO SECTION 3.10 OF THE CITY CHARTER.**

49
50 Section 3.10 of the Charter of the City of Dallas, Georgia, is amended by deleting said
51 section in its entirety and substituting in lieu thereof a new Section 3.10 to read as
52 follows:

53 "Sec. 3.10. Administrative responsibility; powers.

54 (a) Except as otherwise provided in this Charter, all administrative functions shall be
55 vested in the City Manager. The Mayor and City Council shall deal solely through the
56 City Manager with the administrative services, and the departments, agencies, and
57 functions committed to him or her by this Charter, and no orders shall be given by the
58 Mayor or City Council members to any subordinates of the City Manager either
59 publicly or privately or directly or indirectly.

60 (b) The City Manager is authorized and empowered to make and execute contracts
61 within the scope of his or her duties as defined by this Charter and applicable
62 ordinances; provided, however, that any contract must be approved by the Mayor and
63 City Council in the following circumstances:

64 (1) Any purchase or contract with an annual value of one hundred thousand
65 dollars (\$100,000) or more;

66 (2) Any contract exceeding one fiscal year in duration, including all renewal
67 options and extensions, regardless of annual value; provided, however, that
68 contracts with an aggregate total value under twenty-five thousand dollars
69 (\$25,000) and a duration under thirty-six (36) months are excluded from this
70 multi-year requirement; and

71 (3) Any other contract designated by the City Manager or City Council as
72 requiring Council approval due to policy significance, public interest, or unusual
73 risk profile.

74 (c) Employment contracts for City employees appointed by the Mayor and City Council
75 are exempt from subsection (b) and shall be governed by applicable personnel policies
76 and Charter provisions.

77 (d) All disbursements of the City exceeding \$25,000 shall require dual signatures by the
78 City Manager and either the Mayor or Finance Director. The City Council may establish
79 by ordinance additional dual signature requirements, authorization procedures, and
80 financial controls for disbursements."

81
82 **SECTION II - AMENDMENT TO SECTION 6.26 OF THE CITY CHARTER.**

83 Section 6.26 of the Charter of the City of Dallas, Georgia, is amended by deleting said
84 section in its entirety and substituting in lieu thereof a new Section 6.26 to read as
85 follows:

86 "Sec. 6.26. Contracting procedures.

87 (a) No contract with the City of Dallas shall be binding upon the City unless executed in
88 accordance with this Charter, applicable ordinances, and the following requirements:

89 (1) All contracts requiring City Council approval under Section 3.10(b) of this
90 Charter must be authorized by the City Council by resolution or ordinance and
91 such approval must be entered in the City Council minutes;

92 (2) All formal written contracts must be reviewed by the City Attorney as to
93 form and legal sufficiency prior to execution;

94 (3) The Finance Director must certify that adequate funds are legally available
95 and properly appropriated prior to execution of any contract or purchase order;
96 and

97 (4) All contracts must be executed by the City Manager or such other official as
98 authorized by this Charter or by ordinance.

99 (b) Formal written contracts are required for:

100 (1) All purchases of goods or services valued at fifty thousand dollars (\$50,000)
101 or more;

102 (2) All construction contracts regardless of amount;

103 (3) All professional services contracts regardless of amount;

104 (4) All contracts exceeding one fiscal year in duration regardless of amount; and

105 (5) Any purchase requiring insurance, bonding, indemnification, warranty, or
106 other risk-allocation provisions.

107 (c) Purchases not meeting the criteria in subsection (b) may be executed by purchase
108 order on forms approved by the City Manager, subject to procurement procedures
109 established by ordinance."

110

111 **SECTION III - AMENDMENT TO SECTION 6.27 OF THE CITY CHARTER.**

112 Section 6.27 of the Charter of the City of Dallas, Georgia, is amended by deleting said
113 section in its entirety and substituting in lieu thereof a new Section 6.27 to read as
114 follows:

115 "Sec. 6.27. Centralized purchasing.

116 (a) The City Council shall, by ordinance, establish a centralized system of procurement
117 and contract management for all purchases of goods, services, construction, and
118 professional services for the City.

119 (b) Such procurement ordinance shall establish purchasing thresholds, approval
120 authority, competitive procurement requirements, and administrative procedures
121 consistent with this Charter and applicable state and federal law.

122 (c) The City Manager shall serve as the chief procurement officer and shall have final
123 approval authority for all purchases and contracts, subject to City Council approval as
124 required by Section 3.10(b) of this Charter and applicable ordinances."

125

126 **SECTION IV - SEVERABILITY.**

127 If any section, subsection, sentence, clause, phrase, or portion of this ordinance is
128 declared invalid or unconstitutional by a court of competent jurisdiction, such
129 declaration shall not affect the validity of the remaining portions of this ordinance,
130 which shall remain in full force and effect. The Mayor and Council declare that they
131 would have adopted this ordinance and each section, subsection, sentence, clause,
132 phrase, and portion thereof, irrespective of the fact that any one or more sections,
133 subsections, sentences, clauses, phrases, or portions be declared invalid or
134 unconstitutional.

135

136 **SECTION V - REPEALER.**

137 All provisions of the Charter of the City of Dallas, Georgia, in conflict with this
138 ordinance are hereby repealed to the extent of such conflict.

139

140 **SECTION VI - EFFECTIVE DATE.**

141 This Charter amendment ordinance shall become effective July 1, 2026, to coincide
142 with the effective date of Purchasing Ordinance Amendment OA-2026-03 and the
143 commencement of Fiscal Year 2026-27. All City procurement and contracting activity
144 occurring on and after July 1, 2026 shall be governed by the amended Charter
145 provisions.

146

147 **SECTION VII - NOTICE AND PUBLICATION REQUIREMENTS.**

148 This Charter amendment ordinance is adopted pursuant to O.C.G.A. § 36-35-3(b)(1). A
149 synopsis of this proposed Charter amendment has been published in the official organ of
150 Paulding County once a week for three weeks within a period of sixty (60) days
151 preceding final adoption. A copy of this proposed Charter amendment has been on file
152 in the office of the City Clerk and in the office of the Clerk of the Superior Court of
153 Paulding County for examination and inspection by the public during the notice period.

FIRST READING: _____, 2026

SECOND READING AND ADOPTION: _____, 2026

**SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____,
2026.**

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney



STAFF REPORT

MEETING DATE: 5/4/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance 2026-01 Creating a Chapter 23 for Vacancy/Blight

REPORT/INFORMATION:

Ordinance to create a Chapter 23 in the Code of Ordinances to address issues of vacancy and blight in the City of Dallas, particularly in the downtown area.

ORDINANCE

ORD-2026-01

AN ORDINANCE OF THE CITY OF DALLAS, GEORGIA, TO CREATE A NEW CHAPTER 23 IN THE CODE OF ORDINANCES, TO CREATE (A) A VACANT AND FORECLOSED REAL PROPERTY REGISTRY AND MINIMUM MAINTENANCE PROGRAM FOR COMMERCIAL AND CENTRAL BUSINESS DISTRICT PROPERTIES; AND (B) A COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM FOR BLIGHTED PROPERTY; TO PROVIDE FOR FINDINGS, DEFINITIONS, STANDARDS, NOTICE AND HEARING PROCEDURES, A TIERED ENFORCEMENT STRUCTURE, INTEGRATION WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA AND TAX ALLOCATION DISTRICT, LIEN AND COST RECOVERY MECHANISMS, COORDINATION WITH THE PAULDING COUNTY TAX COMMISSIONER, AND RELATED MATTERS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Dallas, Georgia (the "City") is a municipal corporation duly organized and operating under the laws of the State of Georgia, with authority to exercise all powers of local self-government pursuant to the Georgia Constitution, Article IX, Section II, and the Georgia Municipal Home Rule Act, O.C.G.A. § 36-35-1 et seq.; and

WHEREAS, the Mayor and Council of the City of Dallas find that long-term vacant and poorly maintained buildings and parcels within the Central Business District ("CBD") and other commercial areas impose measurable, documented costs on City services, including code enforcement and public safety response, and depress surrounding property values, impede business investment, and hinder the revitalization of the City's downtown corridor; and

WHEREAS, the Dallas Courthouse Square and Main Street corridor contain multiple prominent commercial structures that have remained substantially vacant for extended periods, with some owners having repeatedly represented imminent rehabilitation without material action, a pattern that the City's existing regulatory framework has been insufficient to address; and

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph VII(d) expressly authorizes municipalities to exercise the powers necessary to prevent the spread of blight and to adopt community redevelopment tax incentive programs for property officially identified as maintained in a blighted condition; and

WHEREAS, O.C.G.A. § 44-14-14 authorizes municipalities to adopt a vacant and foreclosed real property registry program to establish accountability for vacant properties; and

WHEREAS, O.C.G.A. § 41-2-7 through § 41-2-17 authorizes municipalities to issue administrative orders requiring owners of unfit structures to repair, close, or demolish those structures, and further authorizes the recovery of abatement costs through a lien on the property; and

WHEREAS, the City possesses home rule police power authority under O.C.G.A. § 36-35-3 to adopt ordinances regulating the use and maintenance of property within its corporate limits, including the imposition of registration requirements and escalating fees on owners of vacant commercial properties, provided such fees bear a rational relationship to the administrative and public costs of vacancy monitoring and blight remediation; and

WHEREAS, the Downtown Development Authority of the City of Dallas, Georgia (the "DDA"), a body politic and corporate organized under O.C.G.A. § 36-42-1 et seq., holds authority to acquire, improve, and dispose of real property within the DDA district boundary for redevelopment purposes, and the integration of the DDA's acquisition eligibility review with the City's blight designation process will maximize the effectiveness of both institutions' tools; and

WHEREAS, the City has established a Tax Allocation District ("TAD") and an existing TAD Economic Development Incentive Policy, and the availability of TAD increment financing as a rehabilitation incentive for blighted properties within the DDA district will provide a meaningful off-ramp for cooperative property owners; and

WHEREAS, the Mayor and Council find that a legally defensible, criteria-based, and procedurally sound vacant property registry and blight designation program — structured as a citywide ordinance with administrative priority in the CBD — is necessary and appropriate to protect the public health, safety, and welfare of the residents and businesses of Dallas, Georgia;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dallas, Georgia, the Dallas Code of Ordinances shall be amended to add a new Chapter, Chapter 23 as follows:

CHAPTER 23 - VACANT AND BLIGHTED PROPERTY REDEVELOPMENT

ARTICLE I. - GENERAL PROVISIONS

Sec. 23-1. Short Title.

This Chapter shall be known and may be cited as the "City of Dallas Vacant and Blighted Property Redevelopment Ordinance" (the "Ordinance").

Sec. 23-2. Authority.

This Ordinance is adopted pursuant to the following authorities, each of which is independently sufficient to support the relevant provisions hereof:

- Georgia Constitution, Article IX, Section II, Paragraph VII(d) — community redevelopment tax incentive programs for blighted property;
- Georgia Constitution, Article IX, Section II — municipal home rule powers;
- O.C.G.A. § 36-35-3 — home rule authority for ordinance violations and police power regulation;
- O.C.G.A. § 44-14-14 — vacant and foreclosed real property registry (residential provisions, when subsequently activated by amendment);
- O.C.G.A. § 41-2-7 through § 41-2-17 — repair, close, and demolish authority; administrative orders; lien attachment;
- O.C.G.A. § 36-42-1 et seq. — Downtown Development Authorities Law, including DDA acquisition and disposition authority;
- O.C.G.A. § 48-5-7.4 — preferential assessment and blight tax mechanism;
- O.C.G.A. § 36-61-1 et seq. — Urban Redevelopment Law (contingency authority);
- O.C.G.A. § 41-1-1 et seq. — general nuisance law.

Sec. 23-3. Findings and Purpose.

(A) Findings. The Mayor and Council hereby find and declare that:

1. Long-term vacant and poorly maintained commercial structures within the City impose increased burdens on City services, including code enforcement, fire, and police response, and impose negative externalities on neighboring properties and the surrounding business district;
2. The Central Business District, and specifically the Courthouse Square and Main Street corridor, contains a concentration of vacant commercial structures that have materially impeded the City's downtown revitalization investment, including the Town Green project and associated public infrastructure improvements;
3. Existing regulatory tools, while valid, have been insufficient to motivate timely action by certain non-responsive property owners, necessitating an escalating, layered enforcement framework;
4. A criteria-based, due-process-driven program applied citywide, with administrative enforcement priority in the CBD, is the most legally defensible and equitable approach to addressing the blight and vacancy problem.

(B) Purposes. The purposes of this Ordinance are to:

1. Require registration and responsible local management of vacant commercial real property within the City;
2. Establish minimum maintenance and security standards for vacant commercial properties to prevent deterioration and nuisance conditions;

3. Create a predictable, escalating enforcement framework that encourages timely occupancy, rehabilitation, sale, or redevelopment;
4. Establish a Community Redevelopment Tax Incentive Program for property officially identified as maintained in a blighted condition, as authorized by the Georgia Constitution;
5. Integrate the enforcement framework with the authority and resources of the Downtown Development Authority of the City of Dallas, Georgia and the City's Tax Allocation District to maximize rehabilitation incentives;
6. Protect the public health, safety, and welfare of the residents and businesses of the City of Dallas.

Sec. 23-4. Definitions.

As used in this Ordinance, the following terms shall have the meanings ascribed to them in this Section. Defined terms are capitalized throughout the Ordinance.

"Agent" means the natural person or entity designated by the Owner pursuant to Section 23-22 to act as the Owner's local representative for purposes of this Ordinance, including receipt of notices, emergency contact, and compliance obligations.

"Blight Inspector" means the City's designated Code Enforcement Officer, or such additional personnel as the Community Development Director may designate, authorized to conduct inspections and initiate administrative proceedings under this Ordinance.

"Blight Remediation Fund" means the dedicated fund established pursuant to Section 23-55, into which revenue from registration fees, civil penalties, and blight tax factor increments shall be deposited and from which blight remediation expenditures shall be made.

"Blighted Condition" or "Blighted Property" means any commercial property within the City that presents two (2) or more of the ascertainable conditions set forth in Section 23-42 and is conducive to ill health, transmission of disease, or criminal activity in the immediate proximity, as documented in a Blight Inspection Report. Property shall not be designated as maintained in a Blighted Condition solely on the basis of aesthetic conditions.

"CBD" or "Central Business District" means those parcels of real property located within the CBD Zoning District as designated in Section 4.11 of the Dallas Unified Development Code (UDC), as amended.

"City Manager" means the City Manager of the City of Dallas, Georgia, or the City Manager's authorized designee.

"Code Official" means the Community Development Director, or the City Manager's designee, authorized to administer this Ordinance, issue determinations, and coordinate with the Paulding County Tax Commissioner.

"Commercial Property" means any parcel of real property, and all structures situated thereon, located within the City that is zoned for commercial, office, industrial, mixed-use, or central business district purposes under the Dallas UDC, excluding any structure currently occupied as the primary residence of one or more persons.

"Community Development Director" means the incumbent Community Development Director of the City, who serves as the Administrative Hearing Officer for Tier 1 proceedings under this Ordinance unless the City Manager designates otherwise.

"DDA" means the Downtown Development Authority of the City of Dallas, Georgia, a body politic and corporate organized under O.C.G.A. § 36-42-1 et seq.

"DDA District Boundary" means the geographic boundary of the DDA district as defined in the DDA's enabling resolution and any amendments thereto, on file with the City Clerk.

"DDA Secretary" means the incumbent Secretary of the Downtown Development Authority of the City of Dallas, Georgia .

"Eligible Commercial Property" means any Commercial Property that: (i) is located within the corporate limits of the City; and (ii) does not constitute a dwelling occupied as the primary residence of one or more persons. Eligible Commercial Property subject to the DDA overlay provisions of Article V is identified by location within the DDA District Boundary.

"Millage Rate" means the City's general ad valorem millage rate for maintenance and operations levied for the applicable tax year.

"Non-Resident Owner" means any Owner whose principal place of business or primary residence is located outside the corporate limits of Paulding County, Georgia.

"Owner" means the person, entity, or combination thereof shown on the most recent Paulding County ad valorem tax digest as responsible for payment of ad valorem taxes with respect to a subject property, and any other person or entity holding legal or equitable title of record.

"Remediation Plan" means a written remedial action or redevelopment plan submitted by an Owner pursuant to Section 23-45, setting forth the scope of work, permitting schedule, milestone dates, and contractor commitments necessary to remediate the documented Blighted Conditions.

"TAD" means the City of Dallas Tax Allocation District, established pursuant to the City's Redevelopment Powers Law authorization, O.C.G.A. § 36-44-1 et seq.

"TAD Economic Development Incentive Policy" means the City's adopted policy governing the use of TAD increment financing for eligible redevelopment projects, as may be amended from time to time.

"Vacant Commercial Property" means any Eligible Commercial Property, and all structures situated thereon, that: (i) has not been occupied in active, lawful commercial use for a continuous period of ninety (90) days or more; and (ii) does not have an active building permit for approved renovation or construction on file with the Community Development Department. Seasonal closures with documented, bona fide intent to reopen within sixty (60) days shall not constitute vacancy.

Sec. 23-5. Scope; Residential Properties Reserved.

- (A) Commercial scope. This Ordinance, as initially adopted, applies to all Eligible Commercial Properties within the corporate limits of the City, with administrative enforcement priority in the CBD, as directed by the City Manager.
- (B) Residential properties reserved. The City Council expressly reserves the authority to extend the registration, minimum maintenance, and blight designation provisions of this Ordinance to residential properties by subsequent amendment. Such amendment shall specify the applicable fee schedule, vacancy trigger period, and procedural provisions applicable to residential properties, and shall incorporate the requirements of O.C.G.A. § 44-14-14 to the extent required by state law for residential classifications. [RESERVED — Residential Amendment to follow.]
- (C) DDA overlay. Properties located within the DDA District Boundary are subject to the additional provisions of Article V of this Ordinance in addition to all other applicable provisions hereof.

Sec. 23-6. Relationship to Other Laws and Codes.

- (A) Cumulative remedies. This Ordinance is in addition to and not in lieu of the Dallas Unified Development Code, the Dallas Code of Ordinances, the Georgia Repair, Close, and Demolish Act (O.C.G.A. § 41-2-7 et seq.), and any other applicable law or regulation. All remedies are cumulative, and the exercise of any one remedy shall not preclude the exercise of any other remedy.
- (B) Historic properties. For Eligible Commercial Properties that are designated historic properties or are located within a historic district, the City may also proceed concurrently under the UDC deterioration-by-neglect provisions in addition to the provisions of this Ordinance.
- (C) UDC cross-reference. Blight conditions documented under this Ordinance that also constitute violations of the UDC shall be cross-filed with the Code Enforcement division for parallel UDC enforcement proceedings.
- (D) Conflicts. In the event of an express conflict between this Ordinance and a provision of the Dallas UDC or other Dallas Code of Ordinances chapter, the more restrictive provision shall control unless the City Attorney determines otherwise in writing.

Sec. 23-7. Severability.

If any provision of this Ordinance, or the application thereof to any person, property, or circumstance, is held invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

ARTICLE II. - VACANT COMMERCIAL PROPERTY REGISTRY AND MINIMUM MAINTENANCE PROGRAM

Sec. 23-20. Short Title; Authority.

- (A) This Article may be cited as the "City of Dallas Vacant Commercial Property Registry Ordinance."
- (B) This Article is adopted pursuant to the City's home rule police power under O.C.G.A. § 36-35-3 and the Georgia Constitution, Article IX, Section II. The registration fee schedule set forth in Section 23-24 is structured as an exercise of the police power and is not adopted pursuant to O.C.G.A. § 44-14-14, which is expressly reserved for the City's subsequent

residential amendment. The fee schedule bears a rational relationship to the administrative and public costs imposed on the City by vacant commercial properties, including code enforcement, public safety response, and downtown blight remediation.

Sec. 23-21. Registration Required.

- (A) Applicability. The Owner of any Vacant Commercial Property shall register such property with the City's Vacant Commercial Property Registry (the "Registry") in accordance with this Article within thirty (30) calendar days of the date on which the property first meets the definition of Vacant Commercial Property.
- (B) Annual renewal. Registration shall be renewed annually on or before January 31 of each calendar year for so long as the property remains a Vacant Commercial Property. The Owner bears the obligation to timely renew and may not assert absence of notice of the renewal deadline as a defense to a registration violation.
- (C) Continuing obligation. The registration and minimum maintenance obligations of this Article are a continuing obligation running with the property and binding upon all successors in interest. Transfer of ownership does not extinguish outstanding registration obligations or accrued fees; provided, however, that a bona fide transferee who had no actual knowledge of the prior Owner's non-compliance may petition the Code Official for a sixty (60)-day cure period following transfer before penalties are assessed against the transferee, subject to the Code Official's discretion.

Sec. 23-22. Registration Application; Local Agent Requirement.

- (A) Form. Registration shall be made on the City's official registration form, available from the Community Development Department and on the City's website, and shall include:
 1. Owner's full legal name, principal address, telephone number, and email address;
 2. If Owner is an entity, the entity's full legal name, state of organization, registered agent in Georgia (with address), and contact information for a natural person with authority to act on behalf of the entity;
 3. The property's address, Paulding County Parcel Identification Number, and legal description;
 4. The date the property became or is expected to become vacant;
 5. The Owner's current stated remediation intent (lease, sale, rehabilitation, or redevelopment), with estimated timeline;
 6. Designation of a local Agent as provided in subsection (B);
 7. Such additional information as the Code Official may require by administrative regulation.
- (B) Local Agent requirement. Every Owner who is a Non-Resident Owner shall designate a local Agent residing or maintaining a regular business office within Paulding County, Georgia. The local Agent shall:
 1. Accept service of notices, citations, and process on behalf of the Owner;
 2. Serve as the point of contact for emergency response by the City's fire, police, and code enforcement personnel;
 3. Have authority to authorize emergency access to the property for purposes of abatement of imminent hazards.
- (C) Entity status verification. Prior to issuance of any formal enforcement notice to an Owner that is a Georgia entity, the Code Official shall confirm the entity's current registered agent and good standing with the Georgia Secretary of State. If the entity is administratively dissolved, the notice and lien strategy shall be adjusted in consultation with the City Attorney to ensure proper service under O.C.G.A. § 41-2-9(b) in rem procedures.

Sec. 23-23. Updates; Removal from Registry.

- (A) Updates required. The Owner shall notify the Code Official in writing within fifteen (15) calendar days of any change in: (i) Owner's name, address, or contact information; (ii) the designated Agent; (iii) the Owner's remediation intent or timeline; or (iv) the occupancy status of the property.
- (B) Removal from Registry. An Owner may petition the Code Official for removal of the property from the Registry upon demonstration that: (i) the property no longer meets the definition of Vacant Commercial Property; and (ii) all outstanding registration fees, accrued charges, and civil penalties have been paid in full. The Code Official shall act on a complete removal petition within twenty (20) business days.

(C) Effect of removal. Removal from the Registry does not extinguish any accrued lien recorded against the property pursuant to Section 23-53. Recorded liens remain in force until satisfied as provided in this Ordinance.

Sec. 23-24. Registration Fee Schedule — Commercial Properties (Home Rule Police Power Model).

NOTE TO CODIFIER: This fee schedule is adopted under the City's home rule police power. It is not subject to the fee cap of O.C.G.A. § 44-14-14, which applies to residential registry fees when the residential amendment is adopted. The amounts below may be adjusted by the Mayor and Council by resolution without ordinance amendment, provided such adjusted fees remain rationally related to the City's documented administrative and remediation costs.

(A) Annual Registration Fee Schedule. The following annual registration fees shall apply to all Vacant Commercial Property based on the consecutive number of complete twelve-month periods of vacancy, measured from the date of initial vacancy:

Year of Vacancy	Annual Registration Fee	Monthly Accrual (Lien)
Year 1 (months 1–12)	\$750.00	N/A
Year 2 (months 13–24)	\$1,500.00	N/A
Year 3 and each year thereafter	\$2,500.00	\$250.00 per month of continued vacancy, accruing as a lien on the first day of each calendar month following the anniversary date

(B) DDA District enhanced schedule. For Vacant Commercial Property located within the DDA District Boundary, the Year 3+ annual fee shall be \$3,000.00, with the same \$250.00 per month accrual, reflecting the heightened public cost of vacancy in the core downtown redevelopment area.

(C) Fee revenue. All registration fees shall be deposited into the Blight Remediation Fund established pursuant to Section 23-55.

(D) Non-refundable. Registration fees are non-refundable upon removal from the Registry, except that the Code Official may authorize a pro-rata refund of the annual fee upon confirmed occupancy occurring more than six (6) months before the end of the registered year, at the Code Official's discretion.

Sec. 23-25. Fee Waiver and Deferral.

(A) Grounds for waiver or deferral. The City Manager, upon written recommendation of the Community Development Director, may waive or defer registration fees for any Owner who demonstrates, by documentary evidence satisfactory to the Code Official, one or more of the following:

1. The Owner has executed a binding development agreement with the City or the DDA and is in material compliance with the milestones therein;
2. The Owner has obtained an active building permit for approved renovation or construction and demonstrated material construction progress within the immediately preceding twelve (12)-month period;
3. The Owner has executed an executed lease agreement with a qualified commercial tenant with an occupancy date within ninety (90) days; or
4. The Owner is actively facilitating occupancy by a third-party tenant and has demonstrated material progress, as determined by the Code Official in the exercise of reasonable discretion.

(B) Duration; conditions. A fee waiver or deferral shall be valid for a period not to exceed twelve (12) months and may be renewed upon re-demonstration of qualifying progress. Any deferred fees shall accrue without interest during the deferral period and shall become immediately due and payable upon failure to satisfy the conditions of the deferral.

(C) No waiver of other obligations. A fee waiver or deferral does not suspend the Owner's obligations under the minimum maintenance and security standards of Section 23-26 or any outstanding code enforcement proceedings.

Sec. 23-26. Minimum Maintenance and Security Standards.

Owners of Vacant Commercial Property shall maintain the property in compliance with all applicable provisions of the Dallas UDC and the Dallas Code of Ordinances and shall, at minimum:

1. Secure all points of entry, including doors, windows, and other openings, in a manner that prevents unauthorized access. Emergency boarding is permissible only with prior written approval of the Code Official and must be maintained in sound condition; approved boarding shall not be considered a permanent solution;
2. Maintain the roof and exterior walls and surfaces in a weather-tight condition that prevents water intrusion, structural deterioration, and the infiltration of vermin;
3. Remove all litter, debris, trash, and hazardous accumulations from the property, including the lot and any sidewalks immediately adjacent to the property to the extent required by the Dallas Code of Ordinances;
4. Control vegetation at all times, including grass, weeds, and overgrowth, in compliance with the Dallas Code of Ordinances;
5. Prevent illegal dumping and posting of unauthorized signage;
6. Maintain all utility connections in a safe, code-compliant condition; unauthorized utility connections are prohibited;
7. Post, in a location visible from the public right-of-way, a weather-resistant sign of not less than eight (8) inches by ten (10) inches displaying the Owner's and Agent's name and emergency contact telephone number;
8. Maintain the structure in compliance with fire and life safety codes; no hazardous accumulations of flammable or combustible materials shall be permitted.

Sec. 23-27. Inspections.

- (A) Exterior inspections. The Blight Inspector may conduct exterior inspections of Vacant Commercial Property from publicly accessible vantage points at any reasonable time, without prior notice, to monitor compliance with this Ordinance.
- (B) Interior inspections. Interior inspections require the voluntary consent of the Owner or Agent, or a lawfully obtained inspection warrant issued by a court of competent jurisdiction. The City Attorney's office shall be consulted before seeking an inspection warrant.
- (C) Documentation. All inspections shall be documented in writing on the City's standard inspection checklist, with contemporaneous photographic evidence, and maintained in the property's enforcement file.

Sec. 23-28. Violations; Penalties.

- (A) Violations. The following constitute violations of this Article, each of which is a separate civil infraction:
1. Failure to register a Vacant Commercial Property within the time required by Section 23-21;
 2. Failure to timely renew annual registration;
 3. Failure to update registration information as required by Section 23-23;
 4. Failure to designate or maintain a local Agent as required by Section 23-22;
 5. Failure to comply with the minimum maintenance and security standards of Section 23-26;
 6. Obstruction of, or interference with, a lawful inspection conducted under Section 23-27.
- (B) Penalties — administrative. The Code Official may assess administrative civil penalties for violations of this Article. Each day a violation continues after the expiration of a notice-and-cure period constitutes a separate offense. Administrative civil penalties shall not exceed the maximum amounts allowed by applicable Georgia law for the City's authorized penalty authority.
- (C) Penalties — Tier 2 Municipal Court. Violations of this Article may be referred to the Dallas Municipal Court for citation and prosecution as set forth in Article IV of this Ordinance.
- (D) Cumulative. The penalties set forth in this Section are cumulative to all other enforcement remedies available under this Ordinance and applicable law.

Sec. 23-29. Administrative Appeal.

- (A) Right of appeal. An Owner may appeal any administrative determination, fee assessment, or civil penalty issued under this Article by filing a written notice of appeal with the Community Development Department within thirty (30) calendar days of receipt of the determination or assessment.
- (B) Hearing officer. The Administrative Hearing Officer for appeals under this Article shall be the Community Development Director, unless the City Manager designates an alternative hearing officer to avoid a conflict.

- (C) Conduct of hearing. The Administrative Hearing Officer shall conduct an informal evidentiary hearing, at which the Owner may present evidence and argument. The City bears the burden of demonstrating the basis for the challenged determination or assessment by a preponderance of the evidence. The Hearing Officer shall issue a written decision within twenty (20) business days of the hearing.
- (D) Further appeal. The Owner may appeal the Hearing Officer's written decision to the Superior Court of Paulding County pursuant to the Georgia Administrative Procedure Act, as applicable, or by such other lawful method of review as may be available.

Sec. 23-30. Additional Remedies; Abatement Cost Recovery.

- (A) Cumulative remedies. The remedies available under this Article are cumulative. The City may pursue any lawful remedy available under this Ordinance, the Dallas Code of Ordinances, the Dallas UDC, or applicable state law, including but not limited to nuisance abatement, code enforcement citation, and proceedings under O.C.G.A. § 41-2-7 et seq.
- (B) City-performed correction. Where a Vacant Commercial Property presents conditions that pose an imminent threat to public health or safety, or where an Owner has failed to comply with a minimum maintenance notice within the applicable cure period, the City may, upon approval of the City Manager and in consultation with the City Attorney, perform or cause to be performed such corrections as are necessary to abate the hazardous condition.
- (C) Abatement cost recovery. The reasonable costs incurred by the City in performing or procuring corrective work under subsection (B) shall be assessed against the Owner and shall attach as a lien on the property as provided in Section 23-53.

ARTICLE III. - COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

Sec. 23-40. Authority; Intent.

- (A) Authority. This Article is adopted pursuant to the Georgia Constitution, Article IX, Section II, Paragraph VII(d), which expressly authorizes municipalities to establish community redevelopment tax incentive programs and to apply a variation in the ad valorem tax rate for property officially identified as maintained in a blighted condition.
- (B) Intent. The intent of this Article is to discourage neglect of Eligible Commercial Property, to encourage Owners to remediate Blighted Conditions or transfer such property to owners who will, and to provide a constitutionally authorized financial incentive for timely rehabilitation and redevelopment.
- (C) Construction. This Article shall be construed in a manner consistent with the constitutional authorization and shall be applied only through the criteria-based, notice-and-hearing procedure set forth herein. Designation shall not be based solely on vacancy or aesthetic conditions.

Sec. 23-41. Eligible Property.

- (A) In general. The Community Redevelopment Tax Incentive Program established by this Article applies to Eligible Commercial Property as defined in Section 23-4.
- (B) Exclusions. The following property is not subject to blight designation under this Article:
 1. Dwellings occupied as the primary residence of one or more persons;
 2. Property owned by a governmental entity;
 3. Property for which a valid building permit for active construction or renovation has been issued within the preceding twelve (12) months, and construction is proceeding in good faith.

Sec. 23-42. Ascertainable Standards for Blight Determination.

A property may be proposed for designation as maintained in a Blighted Condition only if it presents two (2) or more of the following ascertainable conditions, documented by the Blight Inspector:

1. The structure is uninhabitable, unsafe, or has been abandoned for a period of one (1) year or more;
2. The structure provides inadequate provisions for ventilation, light, air, sanitation, or safe ingress and egress as required by applicable code;
3. Imminent harm to life or property from fire, flood, or other natural disaster has occurred with respect to the property, written notice of required remediation was provided to the Owner, and the Owner failed to take reasonable measures within the required timeframe;
4. The property is the subject of environmental contamination requiring investigation or cleanup under applicable federal or state environmental law;

- 5. Repeated illegal activity on the property of which the Owner knew or, with reasonable diligence, should have known, as documented by law enforcement records;
- 6. The Owner has maintained the property below the standards required by applicable maintenance codes for a continuous period of at least one (1) year following written notice to the Owner of a specific code violation.

In addition to the foregoing conditions, the Blight Inspector shall document, in the Blight Inspection Report required by Section 23-44, the nexus between the documented conditions and the conduciveness of the property to ill health, transmission of disease, or criminal activity in the immediate proximity. This nexus determination is a required element of any blight designation.

Sec. 23-43. Levy of Increased Ad Valorem Tax Factor

- A) Eligible Commercial Property officially identified as maintained in a Blighted Condition pursuant to Section 23-44 shall be subject to an increased rate of ad valorem taxation, accomplished by applying a factor of +5.0 to the City's general maintenance and operations millage rate for the applicable tax year.
- B) Duration. The increased factor shall apply to each tax year in which the property remains designated as maintained in a Blighted Condition, beginning with the tax year immediately following the year in which the final designation is transmitted to the Paulding County Tax Commissioner.

Sec. 23-44. Official Identification Procedure; Notice; Hearing.

- (A) Blight Inspection Report. The Blight Inspector shall document all proposed blight designation findings in a written Blight Inspection Report ("Report") containing:
 - 1. Property address, Paulding County Parcel ID, and Owner of record;
 - 2. Identity and credentials of the Inspector(s);
 - 3. Date(s) and time(s) of inspection;
 - 4. A description of each documented blight condition, with specific factual findings for each condition alleged;
 - 5. A photographic log, with date-stamped photographs;
 - 6. A summary of any prior notices, citations, or enforcement history;
 - 7. A summary of law enforcement or fire department call records, if relied upon;
 - 8. A written nexus determination documenting how the observed conditions are conducive to ill health, transmission of disease, or criminal activity in the immediate proximity;
 - 9. The Inspector's written conclusion as to whether the property meets the standard for designation as maintained in a Blighted Condition.
- (B) Written proposed determination. Upon completion of the Report, the Code Official shall issue a written Proposed Blight Determination that: (i) identifies the property; (ii) specifies the two or more blight conditions documented; (iii) states the nexus finding; and (iv) states that the City proposes to designate the property as maintained in a Blighted Condition.
- (C) Service of notice. The Proposed Blight Determination shall be served upon the Owner and all other reasonably ascertainable interested parties (including mortgage holders of record) by: (i) certified mail, return receipt requested, to the last known address shown on the Paulding County tax records and any address shown in the Owner's registry filing; and (ii) statutory overnight delivery or personal service. Service shall be documented in the enforcement file. If the Owner's address is unknown or service cannot be accomplished by the foregoing methods, service shall be accomplished by the method most likely to provide actual notice consistent with the due process requirements of *Mullane v. Central Hanover Bank & Trust Co.* and Georgia law, as determined by the City Attorney.
- (D) Hearing rights. The Owner may request an administrative hearing by filing a written request with the Community Development Department within thirty (30) calendar days of receipt of the Proposed Blight Determination. "Receipt" shall be presumed three (3) business days after mailing for certified mail service.
 - 1. If a hearing is timely requested: The hearing shall be conducted before a court or tribunal authorized by law. The City bears the burden of establishing the Blighted Condition by a preponderance of the evidence. The Owner may present documentary evidence and witness testimony. The hearing shall be transcribed or recorded.
 - 2. If no hearing is timely requested: The Proposed Blight Determination becomes final without further proceedings, and the Code Official shall issue a Final Blight Designation.

- (E) Final Blight Designation. Upon either: (i) a decision upholding the proposed designation following a hearing; or (ii) expiration of the hearing request deadline without a timely request, the Code Official shall issue a Final Blight Designation and shall transmit the designation to the Paulding County Tax Commissioner in accordance with Section 23-47.
- (F) Hearing packet — minimum contents. The City's hearing packet shall include, at minimum: the Blight Inspection Report; the complete photographic log; all prior notices and proofs of service; law enforcement or fire call summaries (if relied upon); the code violation history (if condition 6 of Section 23-42 is alleged); an identified staff witness list; and a proposed order with specific findings.

Sec. 23-45. Remediation Plan; Removal from Blight Designation.

- (A) Owner petition. At any time following service of a Proposed Blight Determination, the Owner may submit a written Remediation Plan to the Code Official. Submission of a Remediation Plan does not automatically stay the hearing process or blight designation, but a complete, credible Remediation Plan may be considered by the Code Official in exercising enforcement discretion.
- (B) Required contents. A Remediation Plan shall include, at minimum:
 1. Identification of each documented blight condition and the specific corrective action proposed;
 2. A milestone schedule with specific completion dates, not to exceed twelve (12) months in aggregate for ordinary repairs, or twenty-four (24) months for substantial rehabilitation or redevelopment;
 3. Identification of all permits to be obtained and contractors to be engaged;
 4. Evidence of financial capacity to complete the proposed work, which may include a letter of credit, proof of financing commitment, or demonstration of Owner's own resources;
 5. A signed certification that the Owner acknowledges that failure to meet milestones may result in continuation or reinstatement of the blight designation and enforcement.
- (C) Review and acceptance. The Code Official, in consultation with the City Attorney and Community Development Director, shall review the Remediation Plan within thirty (30) calendar days of submission and shall: (i) accept the Plan if it is complete and credible; (ii) reject the Plan with written deficiencies and an opportunity to cure within fifteen (15) days; or (iii) accept the Plan conditionally with stated modifications.
- (D) Removal upon completion. When the Owner has completed all milestones in an accepted Remediation Plan to the satisfaction of the Code Official, as verified by re-inspection, the Code Official shall issue a written removal determination and shall notify the Paulding County Tax Commissioner to remove the blight designation and increased factor, effective the next tax year.
- (E) Partial non-compliance. If the Owner fails to timely complete one or more milestones, the Code Official shall issue written notice of deficiency and allow a thirty (30)-day cure period. If the milestone is not completed within the cure period, the Code Official may reinstate the full blight designation and increased factor and shall notify the Paulding County Tax Commissioner accordingly.

Sec. 23-46. Decreased Tax Factor After Acceptance of Remediation Plan.

- (A) Interim relief. Following the City's written acceptance of a Remediation Plan and for so long as the Owner remains in material compliance with the milestone schedule, the City shall apply a decreased rate of taxation by applying a factor of -1.0 to the City's general maintenance and operations millage rate.
- (B) Duration. The decreased factor shall apply for a period not to exceed three (3) tax years or until completion of the Remediation Plan, whichever first occurs. Upon verified completion of all milestones, the blight designation shall be removed and the property shall return to the standard millage rate.
- (C) Revocation of interim relief. Interim relief under this Section shall be automatically revoked upon: (i) the Code Official's written determination of material non-compliance with the Remediation Plan; or (ii) the Owner's failure to cure a deficiency within the thirty (30)-day cure period of Section 23-45(E). Upon revocation, the full increased factor is reinstated retroactively to the beginning of the current tax year.

Sec. 23-47. Duty to Notify County Tax Commissioner.

The Code Official shall transmit written notice to the Paulding County Tax Commissioner within fifteen (15) business days of: (i) a Final Blight Designation; (ii) acceptance of a

Remediation Plan with interim relief; (iii) removal of a blight designation upon plan completion; (iv) revocation of interim relief; or (v) any other change in designation status affecting the applicable millage factor. Notices to the Tax Commissioner shall be on the City's standard form and shall identify the property by address, Paulding County Parcel ID, Owner name, effective tax year, and applicable factor. The City Attorney's office shall maintain a log of all Tax Commissioner notifications.

Sec. 23-48. Use of Revenues.

Revenues arising from the increased ad valorem tax factor generated by blight designations under this Article shall be deposited into the Blight Remediation Fund and may be expended for community redevelopment purposes consistent with the constitutional authorization, including but not limited to: code enforcement and inspection staffing; abatement operations; property acquisition for redevelopment; rehabilitation assistance to qualified cooperating owners; and administrative costs of the program.

ARTICLE IV. - TIERED ENFORCEMENT STRUCTURE

Sec. 23-50. Enforcement Structure — Overview.

The enforcement structure of this Ordinance is organized in three tiers, designed to match enforcement intensity to Owner conduct and property conditions. The tiered structure is intended to apply firm, legally defensible pressure while maintaining a cooperative pathway for Owners who engage in good faith. Progression to a higher tier is not mandatory and shall be evaluated by the Code Official and City Attorney based on the facts of each case.

TIER	TRIGGER CONDITION	STATUTORY VEHICLE	CITY COST EXPOSURE	LITIGATION RISK
1	Vacancy 90+ days (commercial) + code violation	O.C.G.A. § 41-2-9 Admin. Order + Vacancy Fee Ordinance	None — owner-borne	Low if procedurally sound
2	Non-compliance with Tier 1 order within 30 days	O.C.G.A. § 41-2-11 Superior Court enforcement + daily fine accrual	Potential lien recording cost	Moderate — court involvement
3	Imminent hazard / abandonment	O.C.G.A. § 41-2-8 Repair or Close Order — City-initiated	None — recoverable via lien	Low if hazard documented
4	Unresponsive owner / title defect	O.C.G.A. § 41-2-9(b) In Rem Proceeding against property	Lien recordation only	Low — no personal liability issue
5	Chronic blight / repeated violation	Urban Redevelopment designation (§ 36-61-3) + DDA acquisition authority	Appraisal / acquisition cost	High — condemnation standard applies

Sec. 23-51. Tier 1 — Administrative Enforcement.

- (A) Scope. Tier 1 enforcement is the first-line administrative response and is managed by the Code Enforcement division in coordination with the City Attorney's office. Tier 1 encompasses:
 1. Vacancy registry registration requirements and notices;
 2. Minimum maintenance and security notices with cure deadlines;
 3. Blight designation proceedings under Article III;
 4. Compliance Agreement and Remediation Plan process;
 5. Administrative super-lien attachment for unpaid fees, abatement costs, and assessed civil penalties.

- (B) Notice and cure. Before referring a matter to Tier 2, the Code Official shall issue a written notice to the Owner identifying the specific violation(s), the required corrective action, and a cure deadline of not less than: (i) fourteen (14) calendar days for minimum maintenance and security violations; (ii) thirty (30) calendar days for registration violations; or (iii) such shorter period as the public safety emergency warrants, as determined by the Code Official in consultation with the City Attorney. The notice-and-cure period may run concurrently with the hearing notice period under Article III where a blight designation is also being pursued.

- (C) Enforcement files. The Code Official shall maintain a complete enforcement file for each subject property, organized to support potential litigation, containing, at minimum: ownership documentation; photographic logs; all inspection checklists; all notices and proofs of service; compliance history; and City Attorney correspondence.

Sec. 23-52. Tier 2 — Municipal Court Enforcement.

- (A) Referral. The Code Official may refer a matter to the Dallas Municipal Court for citation and prosecution upon: (i) the Owner's failure to cure a violation within the applicable notice-and-cure period; (ii) the Owner's failure to register or maintain a local Agent; (iii) the Owner's obstruction of a lawful inspection; or (iv) the Owner's failure to comply with an accepted Remediation Plan.
- (B) Daily civil penalties. Municipal Court may impose daily civil penalty citations for continuing violations. The amount of each daily citation shall not exceed the maximum authorized by applicable Georgia law for the City's Municipal Court jurisdiction under O.C.G.A. § 36-32-1 et seq. and the City's charter or enabling legislation.
- (C) Criminal prosecution. Willful or aggravated violations of this Ordinance, including willful obstruction of a lawful inspection or willful destruction of posted notices, may be prosecuted as criminal violations in Municipal Court consistent with the City's authorized criminal jurisdiction.
- (D) Contempt authority. Violation of a Municipal Court compliance order is subject to contempt proceedings consistent with Municipal Court authority under Georgia law.

Sec. 23-53. Tier 3 — Superior Court and Judicial Remedies.

- (A) Superior Court enforcement. Where a Vacant Commercial Property or Blighted Property presents conditions meeting the standard of O.C.G.A. § 41-2-7 et seq. (unfit structures), the City Attorney may petition the Superior Court of Paulding County for an order of compliance, including daily fines and cost recovery, as authorized by O.C.G.A. § 41-2-11.
- (B) Receivership. For abandoned Eligible Commercial Properties where the Owner is unresponsive or cannot be located, the City Attorney may petition the Superior Court for appointment of a receiver pursuant to O.C.G.A. § 44-14-600 et seq. or the Court's equity jurisdiction.
- (C) Urban Redevelopment Act — Contingency. The Urban Redevelopment Act, O.C.G.A. § 36-61-1 et seq., is reserved as a Tier 3 contingency measure for properties that remain non-compliant following Tier 1 and Tier 2 enforcement. Urban Redevelopment designation for any non-compliant property shall be evaluated at the City Manager's direction and reported to Council before initiation. The DDA's acquisition authority under O.C.G.A. § 36-42-8 shall be considered in conjunction with any Urban Redevelopment Act proceeding.
- (D) Injunctive relief. The City Attorney may seek injunctive relief in the Superior Court of Paulding County for imminent public safety hazards without prior exhaustion of administrative remedies.
- (E) Quiet title. The City Attorney may initiate quiet title actions in the Superior Court of Paulding County where title defects prevent rehabilitation or enforcement. The City has established institutional experience with companion quiet title actions in Paulding County Superior Court that shall be leveraged in appropriate cases.

Sec. 23-54. Lien Authority and Cost Recovery.

- (A) Administrative super-lien. All of the following shall attach as a lien upon the subject real property by operation of this Ordinance, without further action by the City:
 1. All unpaid registration fees assessed under Article II;
 2. All accrued monthly vacancy charges under Section 23-24;
 3. All administrative civil penalties assessed and not timely appealed or satisfied;
 4. All costs incurred by the City in performing abatement or corrective work under Section 23-30.
- (B) Priority. Liens recorded under this Section shall have priority over all subsequent encumbrances of any nature, except ad valorem tax liens.
- (C) Recording. The Code Official shall cause each lien to be recorded in the deed records of Paulding County, Georgia, within thirty (30) calendar days of the date the underlying obligation becomes final and uncontested. Recorded liens shall identify the property by address and Paulding County Parcel ID, identify the Owner, state the amount of the lien, and identify the nature of the obligation giving rise to the lien.
- (D) Lien survives transfer. A recorded lien shall survive and be binding upon all successors in interest to the property, regardless of the method of transfer, including tax sale. A bona fide purchaser for value without actual notice of the lien shall take the property subject to the lien by virtue of constructive notice through recordation.
- (E) Collection. The City may collect unpaid liens through any lawful method, including: (i) in rem proceedings against the property under O.C.G.A. § 41-2-9(b); (ii) coordination with the Paulding County Tax Commissioner for inclusion on the tax execution where authorized by

O.C.G.A. § 48-5-358; or (iii) such other collection proceedings as the City Attorney deems appropriate.

- (F) Satisfaction and release. Upon full payment of all amounts secured by a recorded lien, the Code Official shall cause a lien release to be recorded in the Paulding County deed records within fifteen (15) business days.

Sec. 23-55. Blight Remediation Fund.

- (A) Establishment. There is hereby established a dedicated fund known as the "Blight Remediation Fund" (the "Fund"), to be administered by the City Finance Director or designee.
- (B) Revenue sources. The Fund shall receive: (i) all registration fees assessed and collected under Article II; (ii) all civil penalties assessed and collected under this Ordinance; (iii) all abatement cost recoveries; and (iv) any revenues arising from the increased blight tax factor collected under Article III.
- (C) Authorized expenditures. Funds may be expended only for community redevelopment purposes consistent with the constitutional authorization and the purposes of this Ordinance, including: code enforcement and inspection operations; City-performed abatement; property acquisition or rehabilitation assistance for blighted DDA-district parcels; and administrative costs of the vacancy and blight program.
- (D) Accounting. The Finance Director shall maintain separate accounting for the Fund and shall report Fund balances and expenditures to the City Manager and Council annually with the City's budget documents.

ARTICLE V. - DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA INTEGRATION

Sec. 23-60. DDA District Overlay.

The provisions of this Article apply to all Eligible Commercial Properties located within the DDA District Boundary, in addition to all other applicable provisions of this Ordinance. In the event of a conflict between the provisions of this Article and another Article of this Ordinance as applied to a DDA-district property, the provisions of this Article shall control.

Sec. 23-61. DDA Secretary as Co-Notified Party.

- (A) Notice requirement. For all Eligible Commercial Property located within the DDA District Boundary, the Code Official shall simultaneously serve a copy of the following documents upon the DDA Secretary:
 1. Any Proposed Blight Determination issued under Section 23-44;
 2. Any Final Blight Designation;
 3. Any notice of referral to Tier 2 or Tier 3 enforcement;
 4. Any notice of acceptance, deficiency, or rejection of a Remediation Plan.
- (B) Purpose. DDA notification is intended to enable the DDA to: (i) evaluate acquisition eligibility under Section 23-62; (ii) offer TAD-based rehabilitation incentives to cooperative Owners under Section 23-63; and (iii) coordinate the City's enforcement posture with the DDA's redevelopment priorities within the DDA district.

Sec. 23-62. DDA Acquisition Eligibility Review.

- (A) Automatic trigger. Upon issuance of a Final Blight Designation for any property within the DDA District Boundary, the DDA shall complete an acquisition eligibility review within sixty (60) calendar days of receipt of the Final Blight Designation notice.
- (B) Scope of review. The acquisition eligibility review shall evaluate: (i) the property's strategic significance to the DDA's redevelopment priorities; (ii) estimated fair market value and encumbrances; (iii) the feasibility of DDA acquisition, rehabilitation, or resale for redevelopment purposes; and (iv) the availability of TAD financing to support acquisition and rehabilitation.
- (C) DDA statutory authority. The DDA's acquisition authority is derived from O.C.G.A. § 36-42-8, and is incorporated herein by reference. This Ordinance does not expand or limit the DDA's existing acquisition authority.
- (D) Report to City Manager. The DDA Secretary shall report the results of the acquisition eligibility review to the City Manager and City Attorney within the sixty (60)-day review period, with a recommendation on whether DDA acquisition is warranted.

Sec. 23-63. TAD Financing as Rehabilitation Incentive.

- (A) Off-ramp integration. For Eligible Commercial Properties within the DDA District Boundary where the Owner has submitted and obtained acceptance of a Remediation Plan under Section 23-45, the DDA Secretary and Community Development Director shall evaluate whether the proposed rehabilitation is eligible for TAD increment financing under the City's TAD Economic Development Incentive Policy.
- (B) Incentive agreement. If the proposed rehabilitation qualifies for TAD financing, the DDA and Owner may enter into a TAD Incentive Agreement structured under the existing TAD Economic Development Incentive Policy, subject to City Council approval as required by the Policy. Execution of a TAD Incentive Agreement shall constitute grounds for fee deferral under Section 23-25 for the duration of the agreement.
- (C) Consistency. All TAD Incentive Agreements entered into under this Section shall be internally consistent with the City's existing TAD Economic Development Incentive Policy and shall not modify or supersede that Policy except to the extent expressly authorized by Council.

Sec. 23-64. DDA Right of First Negotiation.

Prior to the City's initiation of receivership proceedings under Section 23-53(B) or referral for Urban Redevelopment Act designation under Section 23-53(C) with respect to any property within the DDA District Boundary, the Code Official and City Attorney shall: (i) provide written notice to the DDA Secretary of the City's intent to proceed; and (ii) afford the DDA a period of forty-five (45) calendar days within which to commence good-faith negotiations with the Owner for voluntary acquisition or to initiate its own DDA acquisition proceedings. The City's enforcement timeline is not tolled during this period, and the City retains full discretion to proceed at the conclusion of the notice period.

ARTICLE VI. - GENERAL PROVISIONS; CODIFICATION; EFFECTIVE DATE

Sec. 23-70. Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of Dallas, Georgia as Chapter 23, "Vacant and Blighted Property Redevelopment." The City Clerk is authorized to renumber sections, correct cross-references, and make such other non-substantive modifications as are necessary for codification consistency.

Sec. 23-71. UDC Cross-Reference.

The City Clerk and Community Development Director are directed to prepare, for Council adoption in the same or the immediately subsequent Council cycle, a companion UDC amendment that: (i) cross-references this Chapter in UDC Chapter XII (Violations and Enforcement); (ii) adds a definitional cross-reference to "Blighted Property / Blighted Condition" in UDC Chapter XIII (Definitions); and (iii) adds a clarifying sentence to the UDC's "Failure to Provide Ordinary Maintenance or Repair" subsection noting the parallel availability of remedies under this Chapter.

Sec. 23-71.1. Companion Amendments to Existing Code Provisions.

In the same ordinance by which this Chapter 23 is adopted, the Mayor and Council hereby adopt the following companion amendments to existing provisions of the Code of Ordinances, City of Dallas, Georgia. These amendments are necessary to ensure that the enforcement authority granted by this Chapter is fully integrated with the existing Code framework and that the designation of the Blight Inspector as a public officer under O.C.G.A. § 41-2-7 et seq. is expressly established.

- (A) **Amendment to Code of Ordinances Section 22-21(b) — Public Officer Designation.** Code of Ordinances, City of Dallas, Georgia, Section 22-21(b) is hereby amended by inserting the following language immediately after the words “his designees” in the existing text of that subsection:

“, and the Code Enforcement Officer designated by the Community Development Director pursuant to Chapter 23 of this Code (Vacant and Blighted Property Redevelopment) as the Blight Inspector for purposes of that Chapter,”

As amended, Section 22-21(b) shall expressly extend the designation as a public officer under O.C.G.A. §§ 41-2-7 through 41-2-17 to the Code Enforcement Officer serving as Blight Inspector under Chapter 23 of this Code. This amendment shall not be construed to limit or otherwise affect the authority of any other public officer designated in Section 22-21(b).

- (B) **Amendment to Code of Ordinances Section 21-75(b)(3) — Historic Deterioration by Neglect Cross-Reference.** Code of Ordinances, City of Dallas, Georgia, Section 21-

75(b)(3) is hereby amended by appending the following sentence at the end of that subsection:

“In addition to the remedies set forth in this subsection and in section 21-76 of this chapter, the City may also proceed concurrently under Chapter 23 of this Code (Vacant and Blighted Property Redevelopment), where applicable; the remedies available under that Chapter are cumulative to the remedies available under this article, and the City’s election to pursue historic-neglect remedies under this article does not preclude the concurrent or subsequent pursuit of registry, blight designation, or tax incentive remedies under Chapter 23 of this Code.”

(C) Codifier’s Instructions. The City Clerk is directed to cause the amendments set forth in subsections (A) and (B) of this Section to be incorporated into the official version of the Code of Ordinances, City of Dallas, Georgia, at the cited sections. The codifier is authorized to make such non-substantive formatting adjustments as are necessary for codification consistency, provided that no substantive change to the text of either amendment shall be made without authorization of the City Attorney.

Sec. 23-72. Residential Amendment Reserved.

The Mayor and Council expressly reserve the authority to extend the provisions of this Ordinance to residential properties by amendment. Such amendment shall include a fee schedule adopted pursuant to O.C.G.A. § 44-14-14 and shall specify vacancy trigger periods, procedural provisions, and enforcement mechanisms applicable to residential classifications. [RESERVED — Residential Amendment to follow.]

Sec. 23-73. Repealer.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict. Specifically, any provision of the Dallas Code of Ordinances addressing vacant structures in the CBD District beyond UDC Section 4.11 shall be evaluated by the City Attorney and, if conflicting or superseded by this Ordinance, shall be identified for repeal concurrent with adoption of this Ordinance to avoid enforcement ambiguity.

Sec. 23-74. Effective Date.

This Ordinance shall take effect on July 1, 2026, or upon adoption and signing by the Mayor, whichever is later, to allow for administrative preparation of Registry forms, enforcement checklists, standard notices, and Tax Commissioner notification protocols prior to the commencement of the first enforcement cycle.

ADOPTED this _____ day of _____, 2026.

L. James Kelly, Mayor

James Henson, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Candace Callaway, Councilmember

Attest: _____
Tina Clark, City Clerk

Approved as to form:

Darrin Keaton
City Attorney and General Counsel
Georgia Bar No. 409998



STAFF REPORT

MEETING DATE: 5/4/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment 2026-03 Purchasing

REPORT/INFORMATION:

Ordinance amendment to repeal and replace the purchasing ordinance of the City as part of the purchasing and procurement overhaul.

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ORDINANCE AMENDMENT

NO. OA-2026-03

AN ORDINANCE OF THE CITY OF DALLAS, GEORGIA, REPEALING AND REPLACING DIVISION 6 OF ARTICLE IV, CHAPTER 2 OF THE CODE OF ORDINANCES TO MODERNIZE AND CENTRALIZE PROCUREMENT AND CONTRACT MANAGEMENT UNDER THE CITY MANAGER, WITH REVIEW AND CONCURRENCE FROM THE CITY ATTORNEY AND FINANCE DIRECTOR; TO ESTABLISH PURCHASING THRESHOLDS AND APPROVAL AUTHORITY; TO PROVIDE FOR ADMINISTRATIVE PROCEDURES; TO ENSURE COMPLIANCE WITH GEORGIA PROCUREMENT LAWS AND FEDERAL REQUIREMENTS WHEN APPLICABLE; TO PROVIDE FOR CODIFICATION, REPEAL, SEVERABILITY, AND EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and Council of the City of Dallas find that efficient and accountable procurement practices are essential to the responsible stewardship of public funds; and

WHEREAS, the City Charter vests executive authority in the City Manager for the administration of City operations, including procurement and contract management; and

WHEREAS, Georgia law authorizes municipalities to adopt ordinances regulating the purchase of supplies, materials, equipment, and services pursuant to O.C.G.A. § 36-35-3(a) and to establish competitive procurement procedures pursuant to O.C.G.A. Title 36, Chapter 91; and

WHEREAS, the City is entrusted with significant taxpayer resources and has a fiduciary duty to procure goods, services, and construction through fair, transparent, and competitive processes that maximize public value and prevent waste, fraud, and favoritism; and

WHEREAS, the existing purchasing ordinances have become outdated, fragmented, and inconsistent with modern procurement practices and contemporary purchasing thresholds; and

40 **WHEREAS**, proper procurement controls require appropriate segregation of duties, with
41 the City Manager exercising approval authority, the Finance Director
42 ensuring fiscal accountability, and the City Attorney providing legal review
43 to protect the City's interests; and
44

45 **WHEREAS**, centralizing procurement authority under the City Manager, with
46 appropriate legal and financial oversight, will improve accountability,
47 ensure compliance with state and federal law, and reduce operational
48 inefficiencies; and
49

50 **WHEREAS**, this ordinance establishes clear purchasing thresholds, approval
51 requirements, and oversight mechanisms while delegating detailed
52 administrative procedures to a Procurement Procedures Manual maintained
53 by the City Manager;
54

55 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of
56 Dallas, Georgia, as follows:
57

58 **SECTION I. REPEAL OF EXISTING ORDINANCE - Chapter 2 -**
59 **ADMINISTRATION, ARTICLE IV. – DEPARTMENTS, DIVISION 6. –**
60 **PURCHASING DEPARTMENT** and all amendments thereto, are hereby repealed in
61 their entirety and replaced with the following:
62

63 **SECTION II - ADOPTION OF NEW DIVISION 6 OF ARTICLE IV, CHAPTER 2**
64 **OF THE CODE OF ORDINANCES.**
65

66 **DIVISION 6 – PROCUREMENT AND CONTRACT MANAGEMENT**
67

68 **SECTION 2-218. TITLE; PURPOSE; SCOPE.**

69 (a) Title. This Division shall be known and may be cited as the "Procurement and
70 Contract Management Ordinance."

71 (b) Purpose. The purpose of this Division is to:

- 72 (1) Establish consistent, transparent, and efficient procedures for all purchasing
- 73 and contracting activity of the City of Dallas;
- 74 (2) Define authority, accountability, and approval requirements for procurement
- 75 transactions;
- 76 (3) Ensure compliance with the City Charter, O.C.G.A. Title 36, Chapter 91, and
- 77 all other applicable state and federal laws;
- 78 (4) Promote fair and open competition to obtain best value for taxpayers; and
- 79 (5) Provide for proper fiscal controls, legal review, and oversight of public
- 80 expenditures.

81 (c) Scope. This Division applies to all City departments, officers, employees, boards,
82 commissions, authorities, and other entities involved in the expenditure of City funds,
83 regardless of funding source.

84 (d) Exemptions. This Division does not apply to:

- 85 (1) Employment contracts for City employees, which are governed by personnel
- 86 policies;
- 87 (2) Contracts for legal services retained by the City Attorney, which are governed
- 88 by Charter Section 3.15; or
- 89 (3) General obligation bonds, revenue bonds, notes, or other debt instruments
- 90 issued pursuant to Charter Sections 6.18 through 6.20 and applicable state law,
- 91 which are not procurement transactions. Financing arrangements, lease-purchase
- 92 agreements, installment contracts, and equipment financing agreements for the
- 93 acquisition of goods, services, or equipment are not exempt from this Division
- 94 and are governed by Section 2-221.2.

95
96 SECTION 2-219. AUTHORITY AND ADMINISTRATION.

97 (a) City Manager as Chief Procurement Officer. The City Manager shall serve as the
98 Chief Procurement Officer of the City and shall have final approval authority for all
99 purchases and contracts, subject to City Council approval as required by this Division and
100 applicable law. The City Manager's approval authority includes but is not limited to:

- 101 (1) Final determination of procurement method and solicitation type;
- 102 (2) Approval of vendor selection and award recommendations;
- 103 (3) Execution of contracts and purchase orders on behalf of the City;
- 104 (4) Resolution of vendor protests and disputes;
- 105 (5) Suspension and debarment of vendors; and
- 106 (6) Interpretation and enforcement of procurement procedures.

107 (b) Procurement Officer. The City Manager may designate a Procurement Officer,
108 typically within the Finance Department, to perform daily administrative functions
109 including solicitation preparation, bid management, vendor coordination, and
110 procurement file maintenance. Designation of a Procurement Officer does not diminish
111 the City Manager's final authority over all procurement decisions.

112 (c) No Binding Obligation Without City Manager Approval. No purchase, contract, or
113 other obligation shall be binding upon the City unless (i) approved by a Department Head
114 within the Department Head's delegated authority under Section 2-221(a) and issued by
115 purchase order through the Finance Director, or (ii) approved in writing by the City
116 Manager for purchases exceeding Department Head authority, and in either case reviewed
117 and concurred in by the City Attorney and Finance Director as required by this Division.
118 Unauthorized purchases may be declared void and shall not be honored or paid except as
119 provided in Section 2-228(b).

120 (d) Electronic File Management. The Procurement Officer shall establish and maintain an
121 electronic file management system for all procurement records, including but not limited
122 to requisitions, solicitations, quotations, bids, proposals, evaluations, contracts, purchase

123 orders, change orders, and vendor correspondence. Records shall be retained in
124 accordance with Section 2-227(a).

125

126 SECTION 2-220. LEGAL AND FINANCIAL CONCURRENCE.

127 (a) City Attorney Review Required. The City Attorney shall review and provide written
128 concurrence or comments prior to execution for:

- 129 (1) All written contracts regardless of dollar amount;
- 130 (2) All purchase orders exceeding twenty thousand dollars (\$20,000);
- 131 (3) Any purchase order or contract containing indemnification, hold harmless,
132 insurance, bonding, warranty, or liability provisions regardless of dollar amount;
- 133 (4) Any solicitation document, including Invitations for Bids, Requests for
134 Proposals, and Requests for Qualifications, when directed by the City Manager or
135 when the anticipated contract value exceeds fifty thousand dollars (\$50,000);
- 136 (5) Any modification, amendment, or change order to a previously-reviewed
137 contract or purchase order; and
- 138 (6) Any other procurement transaction at the direction of the City Manager.

139 (b) Exemption for Routine Purchase Orders. Standard purchase orders for routine goods
140 and services under twenty thousand dollars (\$20,000) using approved City forms are
141 exempt from City Attorney review provided they do not contain risk-transfer provisions
142 described in subsection (a)(3).

143 (c) Finance Director Certification Required. The Finance Director shall certify in writing,
144 prior to solicitation or award, that:

- 145 (1) Adequate funds are legally available and properly appropriated in the
146 identified budget account for the purchase or contract;
- 147 (2) The expenditure is consistent with the budget purpose and any restrictions on
148 the funding source; and
- 149 (3) An encumbrance has been assigned reserving the funds.

150 (d) Written Concurrence in Procurement File. Written concurrence from the City Attorney
151 and certification from the Finance Director shall be filed in the procurement record prior
152 to execution of any contract or purchase order requiring such review under this Section.

153 (e) Effect of Legal or Financial Objection. If the City Attorney or Finance Director
154 identifies legal deficiencies, fiscal irregularities, or non-compliance with applicable law
155 or policy, the City Manager shall not proceed with the procurement until the deficiencies
156 are resolved or the City Manager provides written justification overriding the objection,
157 which shall be retained in the procurement file.

158

159 SECTION 2-221. PURCHASING AUTHORITY AND THRESHOLDS.

160 (a) Department Head Authority (Up to \$10,000). Department Heads may approve
161 purchase requisitions up to ten thousand dollars (\$10,000) within their approved
162 departmental budgets. The Finance Director shall issue purchase orders for approved
163 requisitions upon verification of budget availability. The City Manager retains authority
164 to review and reverse any departmental purchase decision.

165 (b) Informal Quotations (\$10,001 to \$49,999). Purchases or contracts with an estimated
166 value from ten thousand one dollars (\$10,001) to forty-nine thousand nine hundred
167 ninety-nine dollars (\$49,999) require:

- 168 (1) At least three written or electronic quotations obtained by the Procurement
169 Officer using uniform specifications and terms; and
- 170 (2) Award by the City Manager to the lowest responsive and responsible
171 quotation, or to another quotation based on best value with written justification,
172 following Finance Director certification and City Attorney review as required by
173 Section 2-220.

174 (c) Formal Sealed Bids or Proposals (\$50,000 and Above). Purchases or contracts with an
175 estimated value of fifty thousand dollars (\$50,000) or more require:

- 176 (1) A formal sealed bid process using an Invitation for Bids, or a competitive
177 proposal process using a Request for Proposals, as determined by the City
178 Manager based on whether price alone is the determining factor;
- 179 (2) Public advertisement in accordance with applicable law;
- 180 (3) For Invitations for Bids, public opening of sealed bids at the advertised date,
181 time, and location; for Requests for Proposals, receipt of proposals by the
182 deadline stated in the solicitation documents, with public disclosure of proposal
183 scores and rankings following final award or cancellation of the solicitation,
184 consistent with Section 2-227(d) and the Georgia Open Records Act; and
- 185 (4) Award as follows:

- 186 (A) For purchases or contracts with an estimated value of fifty thousand
187 dollars (\$50,000) to ninety-nine thousand nine hundred ninety-nine
188 dollars (\$99,999), award shall be made by the City Manager following
189 written concurrence from the City Attorney and Finance Director; and
- 190 (B) For purchases or contracts with an estimated value of one hundred
191 thousand dollars (\$100,000) or more, or for any multi-year contract
192 subject to subsection (d) below, award shall require prior City Council
193 approval as provided in subsection (d) of this Section, in addition to
194 written concurrence from the City Attorney and Finance Director.

195 (d) City Council Approval Required (\$100,000 or More; Multi-Year Contracts). In
196 addition to the competitive procurement requirements of subsection (c) of this Section,
197 which apply to all purchases and contracts of fifty thousand dollars (\$50,000) or more
198 regardless of the approval authority required for award, the following purchases and
199 contracts shall require approval by the Mayor and City Council prior to award:

- 200 (1) Any purchase or contract with an annual value of one hundred thousand
201 dollars (\$100,000) or more;
- 202 (2) Any contract exceeding one fiscal year in duration, including all renewal
203 options and extensions, regardless of annual value; provided, however, that
204 contracts with an aggregate total value under twenty-five thousand dollars
205 (\$25,000) and a duration under thirty-six (36) months are excluded from this
206 multi-year requirement;

207 (3) Any other contract designated by the City Manager or City Council as
208 requiring Council approval due to policy significance, public interest, or unusual
209 risk profile; and

210 (4) Financing arrangements are subject to the provisions of Section 2-221.2 and
211 require budget adjustments as specified in the Procurement Procedures Manual.

212 (e) Professional and Construction Services. Notwithstanding the thresholds in subsections
213 (a) through (d), professional services and construction contracts are subject to additional
214 requirements as set forth in Section 2-223.

215 (f) Cooperative Purchasing Agreements. The City Manager may utilize cooperative
216 purchasing agreements as authorized in Section 2-226(c), which satisfy competitive
217 procurement requirements but remain subject to the dollar thresholds in subsection (d) of
218 this Section for Council approval.

219

220 SECTION 2-221.1. FORMAL WRITTEN CONTRACTS REQUIRED.

221 (a) Contract Requirement. Formal written contracts reviewed by the City Attorney and
222 executed by the City Manager are required for:

223 (1) All purchases of goods or services valued at fifty thousand dollars (\$50,000)
224 or more;

225 (2) All construction contracts regardless of amount;

226 (3) All professional services contracts regardless of amount;

227 (4) All contracts exceeding one fiscal year in duration regardless of amount;

228 (5) Any purchase involving performance obligations beyond simple delivery of
229 goods or provision of routine services; and

230 (6) Any purchase requiring insurance, bonding, indemnification, warranty, or
231 other risk-allocation provisions.

232 (b) Purchase Orders for Routine Purchases. Purchases not meeting the criteria in
233 subsection (a) may be executed by purchase order on forms approved by the City
234 Manager. Purchase orders for amounts exceeding twenty thousand dollars (\$20,000) shall
235 be reviewed by the City Attorney as provided in Section 2-220(a)(2).

236

237 SECTION 2-221.2. FINANCING ARRANGEMENTS AND BUDGET
238 ADJUSTMENTS.

239 (a) Authorization. The City Manager is authorized to enter into financing arrangements,
240 including but not limited to lease-purchase agreements, installment contracts, and
241 equipment financing agreements, subject to the approval thresholds and competitive
242 procurement requirements established in this Division.

243 (b) Budget Adjustment Requirement. All financing arrangements shall require
244 corresponding budget adjustments to prevent duplicate appropriations for the same
245 equipment, goods, or services. Such adjustments shall be implemented in accordance
246 with procedures established in the Procurement Procedures Manual.

247 (c) Annual Payment Budgeting. Annual payments under financing arrangements shall be
248 budgeted as operating expenses in the appropriate department budget for each fiscal year
249 in which payments are due.

250 (d) Reporting to Council. The City Manager shall report all financing arrangements and
251 associated budget adjustments to the Mayor and City Council at the next regular meeting
252 following execution of such arrangements.

253

254 SECTION 2-222. EMERGENCY PURCHASING.

255 (a) Authority. The City Manager may authorize an emergency purchase when an
256 unforeseen condition or circumstance requires immediate action to protect public health,
257 safety, welfare, or City property, and when delay occasioned by competitive procurement
258 procedures would cause serious injury to persons or property or substantial loss of
259 essential City services.

260 (b) Competition Where Practicable. In authorizing emergency purchases, the City
261 Manager shall make reasonable efforts to obtain competition and achieve fair pricing,
262 considering the exigent circumstances. Competition may include obtaining telephone or
263 electronic quotations, consulting recent procurement records, or negotiating with
264 available vendors.

265 (c) Emergency Certification. For emergency purchases exceeding twenty thousand
266 dollars (\$20,000), the City Manager shall execute a written emergency certification
267 within forty-eight (48) hours of authorization. The certification shall state:

- 268 (1) The specific facts and circumstances constituting the emergency;
- 269 (2) Why delay would result in serious injury or loss;
- 270 (3) Efforts made to obtain competition under the circumstances;
- 271 (4) The vendor selected and basis for selection;
- 272 (5) The total cost incurred or committed; and
- 273 (6) The expected duration of the emergency condition.

274 (d) Review and Reporting. Emergency certifications shall be reviewed by the Finance
275 Director and City Attorney for legal sufficiency. A report of all emergency purchases
276 exceeding twenty thousand dollars (\$20,000), including the emergency certification and
277 concurrence memoranda, shall be submitted to the Mayor and Council at their next
278 regular meeting following the purchase. Certifications found deficient after the fact shall
279 be referred to the City's audit committee or external auditor for review and
280 recommendation.

281 (e) Abuse of Emergency Authority. Emergency purchasing authority shall not be used to
282 circumvent competitive procurement requirements, to avoid City Council approval
283 thresholds, or to justify poor planning or lack of advance requisition. Repeated use of
284 emergency purchasing for similar or recurring needs may be evidence of abuse and
285 subject the responsible employee to disciplinary action.

286

287

288 SECTION 2-223. PROFESSIONAL AND CONSTRUCTION SERVICES.

289 (a) Qualifications-Based Selection for Professional Services. Professional services,
 290 including but not limited to architecture, engineering, land surveying, landscape
 291 architecture, construction management (when functioning as owner's representative),
 292 planning, consulting, and other services requiring specialized professional licensure or
 293 expertise (excluding legal services retained by the City Attorney, which are exempt under
 294 Section 2-218(d)(2)), shall be procured using qualifications-based selection procedures
 295 consistent with O.C.G.A. § 50-22-6 and the federal Brooks Act, 40 U.S.C. §§ 1101–1104,
 296 when applicable.

297 (b) Prohibition on Price as Selection Factor. Price, fees, or cost proposals shall not be
 298 requested in the initial solicitation or used as an evaluation or selection factor for
 299 professional services covered by subsection (a). After ranking the most qualified firms,
 300 the City Manager may negotiate scope and fee with the highest-ranked firm. If
 301 negotiations fail to produce a fair and reasonable agreement, the City Manager shall
 302 terminate negotiations and commence negotiations with the next-ranked firm.

303 (c) Construction Contracts—Competitive Bidding Required. Construction
 304 contracts, including building construction, renovation, repair, alteration,
 305 and public works projects exceeding two hundred fifty thousand dollars
 306 (\$250,000), shall comply with the competitive bidding requirements of O.C.G.A.
 307 Title 36, Chapter 91, as amended by HB 137 (2025). At a minimum:

308 (1) Bid advertisements shall be published at least once in a newspaper of
 309 general circulation in Paulding County at least ten (10) calendar days before
 310 the bid opening, as required by O.C.G.A. § 36-91-50(b). The City shall target
 311 fourteen (14) calendar days as standard practice to maximize competition.

312 (2) Performance bonds and payment bonds shall be required for all construction
 313 contracts exceeding two hundred fifty thousand dollars (\$250,000) as mandated
 314 by O.C.G.A. §§ 36-91-70 and 36-91-90, as amended, and O.C.G.A. § 13-10-1 et
 315 seq. (Little Miller Act), as amended by HB 137 (2025), in the amount of one
 316 hundred percent (100%) of the contract price.

317 (3) Bids shall be sealed, publicly opened, and tabulated. Award shall be made
 318 to the lowest responsive and responsible bidder unless the City Manager
 319 determines rejection of all bids is in the public interest, in which case
 320 written justification shall be prepared. For construction contracts requiring City
 321 Council approval under Section 2-221(d), the City Manager's recommendation for
 322 award shall be presented to the Mayor and City Council for approval prior to
 323 contract execution.

324 (d) Construction Contracts Between \$100,000 and \$250,000. Construction
 325 contracts with an estimated value between one hundred thousand dollars
 326 (\$100,000) and two hundred forty-nine thousand nine hundred ninety-nine
 327 dollars (\$249,999) are exempt from the formal competitive bidding requirements
 328 of O.C.G.A. Title 36, Chapter 91 pursuant to HB 137 (2025), but remain subject
 329 to the following requirements:

330 (1) City Council approval is required for all construction contracts exceeding

331 one hundred thousand dollars (\$100,000) per Section 2-221(d);
 332 (2) Competitive procurement shall be conducted using the formal sealed bid or
 333 competitive proposal procedures of Section 2-221(c), as determined by the City
 334 Manager based on project complexity and scope. Informal quotations under
 335 Section 2-221(b) are not available for construction contracts exceeding forty-nine
 336 thousand nine hundred ninety-nine dollars (\$49,999);
 337 (3) Performance and payment bonds are optional but may be required by the City
 338 Manager when warranted by contractor experience, project risk, substantial
 339 subcontractor participation, or other relevant factors. The determination to
 340 require bonds shall be documented in the procurement file with written
 341 justification;
 342 (4) All other provisions of this Division apply, including legal and finance
 343 review requirements, formal written contract requirements, and ethical
 344 standards.

345 (e) Federal Requirements. When federal funds are used for professional
 346 services or construction, additional federal procurement requirements shall
 347 apply as set forth in Section 2-224.

348 (f) Design-Build and Construction Manager at Risk. Alternative project
 349 delivery methods such as design-build or construction manager at risk may be
 350 used when authorized by state law and when the City Manager determines such
 351 methods serve the public interest. Procurement procedures for alternative
 352 delivery methods shall comply with applicable state statutes and shall be
 353 established in the Procurement Procedures Manual.

354
 355 SECTION 2-224. FEDERAL AND GRANT-FUNDED PROCUREMENT.

356 (a) Applicability. When any portion of a procurement is funded by federal grants,
 357 cooperative agreements, reimbursement programs, or other federal financial assistance,
 358 the procurement shall comply with all applicable federal statutes, regulations, and
 359 funding conditions in addition to the requirements of this Division and state law.

360 (b) Identification and Incorporation of Requirements. Upon determination that federal
 361 funds are involved, the department initiating the procurement shall immediately notify
 362 the City Attorney and Finance Director. The City Attorney shall identify applicable
 363 federal requirements, which may include but are not limited to:

- 364 (1) Uniform Administrative Requirements, Cost Principles, and Audit
 365 Requirements for Federal Awards (2 C.F.R. Part 200);
- 366 (2) Davis-Bacon prevailing wage requirements for construction (40 U.S.C. § 3141
 367 et seq.);
- 368 (3) Buy America or Buy American preferences;
- 369 (4) Disadvantaged Business Enterprise (DBE) or other small business
 370 participation goals;
- 371 (5) Federal suspension and debarment verification (2 C.F.R. Part 180);
- 372 (6) Procurement method restrictions specific to the funding program;

- 373 (7) Cost or price analysis requirements; and
- 374 (8) Federal funding agency-specific terms and conditions.

375 (c) Solicitation Documents. The Procurement Officer shall incorporate all applicable
 376 federal requirements into solicitation documents, including required certifications,
 377 representations, compliance obligations, contract clauses, and flow-down provisions to
 378 subcontractors.

379 (d) Conflict Resolution. In the event of a conflict between City procedures and federal
 380 requirements, federal requirements shall control to the extent necessary to maintain
 381 eligibility for federal funding. The City Attorney shall document any such conflict and
 382 the resolution in the procurement file.

383 (e) Federal Highway Administration Projects. Procurement of engineering and design-
 384 related services for projects funded by the Federal Highway Administration (FHWA)
 385 under Title 23, United States Code, shall comply with the qualifications-based selection
 386 requirements of 23 U.S.C. § 112(b)(2) and 23 C.F.R. Part 172, in addition to the Brooks
 387 Act provisions of subsection 2-223(a). Detailed procedures for FHWA-funded
 388 procurements shall be set forth in the Procurement Procedures Manual or in project-
 389 specific procurement compliance guidance issued by the City Attorney in consultation
 390 with the City Manager.

391
 392 SECTION 2-225. ETHICS AND CONFLICTS OF INTEREST.

393 (a) Prohibition on Financial Interest. No City officer, elected official, or employee who
 394 participates in or has responsibility for any aspect of a procurement transaction shall have
 395 a direct or indirect financial interest in any vendor, contractor, or consultant seeking to
 396 contract with the City. For purposes of this subsection, participation includes but is not
 397 limited to specification preparation, requisition approval, vendor selection, evaluation,
 398 contract negotiation, contract administration, or payment authorization.

399 (b) Prohibition on Gratuities. No City officer, elected official, or employee involved in
 400 procurement shall solicit or accept, directly or indirectly, any gift, gratuity, favor,
 401 entertainment, loan, or other thing of value from any vendor, contractor, consultant, or
 402 other person seeking to do business with the City, except as may be permitted by the
 403 City's ethics ordinance or state law for items of de minimis value.

404 (c) Vendor Conflict Disclosure. All vendors submitting bids, proposals, or quotations to
 405 the City shall file a written conflict-of-interest disclosure statement, disclosing any
 406 business or financial relationship between the vendor, its principals, or its subcontractors
 407 and any City official or employee. The disclosure shall be required by solicitation
 408 documents consistent with O.C.G.A. § 36-35-3(a), and, for public works solicitations,
 409 O.C.G.A. § 36-91-21(b)(4) and O.C.G.A. § 36-91-21(c)(1)(A) and (C). The disclosure
 410 shall be filed with the bid or proposal and updated promptly if circumstances change
 411 during contract performance. Failure to disclose a known conflict shall constitute grounds
 412 for bid or proposal disqualification and may result in contract termination and debarment.

413 (d) Violations and Penalties. Violations of this Section by City personnel may result in
 414 disciplinary action up to and including termination of employment. Violations by vendors

415 may result in disqualification of the bid or proposal, contract termination, and debarment
416 from City contracts for a period of up to three (3) years. Nothing in this Section limits
417 criminal prosecution under O.C.G.A. § 16-10-2 or other applicable law.

418
419 SECTION 2-226. SURPLUS PROPERTY AND COOPERATIVE PURCHASING.

420 (a) Surplus Property Designation. The City Manager, with concurrence from the Finance
421 Director, may declare City-owned personal property surplus when it is obsolete, no
422 longer needed for City operations, uneconomical to maintain, or otherwise appropriate
423 for disposal. Real property may only be declared surplus and disposed of in accordance
424 with the procedures established in the City Charter and applicable state law.

425 (b) Disposal Methods. Surplus personal property may be sold, traded, donated to
426 governmental or nonprofit entities, or disposed of by any lawful means authorized by
427 O.C.G.A. § 36-37-6. Surplus items with an estimated fair market value exceeding five
428 hundred dollars (\$500) shall be sold by sealed bid, public auction, or online auction
429 following public notice of at least ten (10) calendar days.

430 (c) Cooperative Purchasing Authority. The City may participate in state, regional, or
431 national cooperative purchasing programs authorized by O.C.G.A. §§ 50-5-100 through
432 50-5-103, O.C.G.A. § 50-5-51(9), and O.C.G.A. § 36-34-2. The City Manager may
433 execute cooperative purchasing agreements and intergovernmental agreements for joint
434 procurement, provided the City's maximum annual financial commitment under the
435 agreement does not exceed one hundred thousand dollars (\$100,000). Cooperative
436 agreements exceeding this threshold require City Council approval by resolution.
437 Cooperative purchasing agreements with a duration exceeding one fiscal year are subject
438 to the multi-year contract approval requirements of Section 2-221(d)(2) regardless of the
439 annual commitment amount.

440 (d) Effect of Cooperative Purchasing. Individual purchases made through an approved
441 cooperative purchasing agreement or state contract satisfy the competitive procurement
442 requirements of this Division, but remain subject to the dollar thresholds in Section 2-
443 221(d) for City Council approval. Purchases through cooperative agreements shall
444 comply with the legal review, financial certification, and contract execution requirements
445 of this Division.

446 (e) Compliance with Cooperative Program Requirements. When utilizing cooperative
447 purchasing agreements, state contracts, or federal procurement programs (including but
448 not limited to the Georgia 1122 Program, Georgia State Contracts, GSA Federal Supply
449 Schedules, or other authorized cooperative purchasing programs), the City shall strictly
450 comply with all eligibility requirements, terms and conditions, purchasing procedures,
451 and restrictions imposed by the administering agency or sponsoring entity. The
452 Procurement Officer shall verify the City's eligibility, obtain any required registrations or
453 authorizations, and ensure that goods or services sought are within the scope of the
454 applicable cooperative agreement or state contract. Documentation of compliance with
455 cooperative program requirements shall be maintained in the procurement file. Individual

456 purchases through cooperative agreements remain subject to the City Manager approval
457 and City Council thresholds established in Section 2-221(d).

458

459 SECTION 2-227. RECORDKEEPING, REPORTING, AND OVERSIGHT.

460 (a) Records Retention. Procurement records, including but not limited to requisitions,
461 solicitations, quotations, bids, proposals, evaluations, tabulations, contracts, purchase
462 orders, change orders, payment records, and correspondence, shall be retained in
463 accordance with the Records Retention Schedule for Georgia Local Governments
464 published by the Georgia Archives, but in no event less than five (5) years from the date
465 of final payment or contract completion, whichever occurs later.

466 Extended retention periods apply as follows:

- 467 (1) Construction contracts: Seven (7) years from final payment;
- 468 (2) Federal or grant-funded contracts: Three (3) years after submission of the final
469 federal financial report or as specified in the grant agreement, whichever is
470 longer, or as otherwise required by 2 C.F.R. § 200.334; and
- 471 (3) Contracts involving ongoing warranty, maintenance obligations, or potential
472 liability exposure: Until all obligations and exposures terminate, plus five (5)
473 years.

474 (b) Annual Procurement Report. The City Manager shall provide an annual procurement
475 summary report to the Mayor and Council no later than ninety (90) days after the close of
476 each fiscal year. The report shall include:

- 477 (1) Total number of contracts and purchase orders executed during the fiscal year;
- 478 (2) Total dollar value of contracts and purchase orders by category (construction,
479 professional services, goods, other services);
- 480 (3) Number and type of procurements by method (quotations, sealed bids,
481 proposals, sole source, emergency);
- 482 (4) Average procurement processing times;
- 483 (5) Summary of emergency purchases;
- 484 (6) Summary of vendor protests and resolutions;
- 485 (7) Identification of any significant compliance issues or recommendations for
486 process improvement.

487 (c) Audit Review. The City's annual independent financial audit conducted pursuant to
488 Charter Section 6.25 shall include a review of procurement compliance, including testing
489 of competitive procurement procedures, approval requirements, contract execution, and
490 adherence to applicable laws and policies. Audit findings related to procurement shall be
491 reported to the City Council with management's response and corrective action plan.

492 (d) Public Access to Records. Public access to procurement records shall be governed by
493 the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. During active solicitation
494 periods (from issuance of solicitation documents until final award or cancellation), the
495 City may withhold disclosure of unopened bids or proposals, evaluation materials,
496 internal deliberations, vendor scoring or ranking, and pre-decisional memoranda to
497 protect the integrity of the competitive process and prevent disclosure of confidential

498 vendor information. After award or cancellation, all procurement records are subject to
499 Open Records Act disclosure except as exempted by state law.

500

501 SECTION 2-228. ENFORCEMENT AND PENALTIES.

502 (a) Employee Violations. Any City employee who authorizes, approves, executes, or
503 incurs a financial obligation on behalf of the City contrary to the requirements of this
504 Division or the Procurement Procedures Manual shall be subject to disciplinary action up
505 to and including termination of employment. Supervisors and department heads are
506 responsible for ensuring subordinates comply with this Division.

507 (b) Unauthorized Purchases. Purchases or contracts made in violation of this Division are
508 not binding on the City and may be declared void by the City Manager. Unauthorized
509 purchases shall not be honored or paid by the City except as follows:

510 (1) If goods have been received or services rendered, the City Manager may, with
511 written justification, ratify the purchase to avoid unjust enrichment or to mitigate
512 damages to the City; or

513 (2) If ratification is denied, the employee responsible for the unauthorized
514 purchase may be held personally liable for the cost.

515 (c) Vendor Violations. Vendors that violate City or state procurement laws, regulations, or
516 contract terms may be subject to:

517 (1) Disqualification of bids or proposals;

518 (2) Termination of existing contracts for default;

519 (3) Withholding of payment for non-compliant performance;

520 (4) Debarment or suspension from City contracts for a period of up to three (3)
521 years; and

522 (5) Pursuit of any other legal or equitable remedies available to the City, including
523 but not limited to monetary damages, specific performance, or injunctive relief.

524 (d) Referral for Investigation. When violations of this Division involve potential fraud,
525 theft, embezzlement, misappropriation of public funds, or other criminal conduct, the
526 City Manager shall refer the matter to the appropriate law enforcement agency for
527 investigation and shall notify the Mayor, City Council, and City Attorney.

528

529 SECTION 2-229. PROCUREMENT PROCEDURES MANUAL.

530 (a) Adoption and Maintenance. The City Manager shall adopt and maintain a
531 Procurement Procedures Manual establishing detailed administrative procedures,
532 timelines, forms, documentation requirements, and operational standards governing all
533 procurement activity of the City. The Manual shall be consistent with this Division, the
534 City Charter, and applicable state and federal law.

535 (b) Content. The Procurement Procedures Manual shall address, at minimum:

536 (1) Requisition submission and review processes;

537 (2) Budget verification and encumbrance procedures;

538 (3) Vendor solicitation methods for quotations, sealed bids, and competitive
539 proposals;

- 540 (4) Evaluation criteria, scoring methods, and committee procedures;
- 541 (5) Responsiveness and responsibility standards for vendor qualification;
- 542 (6) Contract negotiation and execution procedures;
- 543 (7) Insurance, bonding, and surety requirements;
- 544 (8) Change order and contract amendment procedures and approval limits;
- 545 (9) Single-source and sole-source justification requirements;
- 546 (10) Vendor performance monitoring and documentation;
- 547 (11) Suspension, debarment, and protest procedures;
- 548 (12) Federal procurement compliance procedures when applicable;
- 549 (13) Forms, templates, and checklists for procurement activities; and
- 550 (14) Any other procedures necessary for efficient, compliant, and transparent
- 551 procurement operations.

552 (c) Administrative Amendment Authority. The City Manager may amend the Procurement
 553 Procedures Manual administratively without City Council action. Amendments shall be
 554 dated, assigned a version number, and published on the City's website. Material changes
 555 shall be communicated to department heads and procurement staff.

556 (d) Public Availability. The current Procurement Procedures Manual, including all
 557 amendments, shall be maintained on the City's official website and provided to all
 558 department heads. Copies shall be made available to vendors and members of the public
 559 upon request.

560 (e) Binding Effect. The Procurement Procedures Manual constitutes official City policy
 561 with full regulatory effect. Compliance with the Manual is mandatory for all City
 562 personnel involved in procurement activities unless the City Manager grants a specific
 563 written waiver documented in the procurement file.

564
 565 SECTION 2-230. REPEAL OF CONFLICTING ORDINANCES; EFFECT ON
 566 EXISTING CONTRACTS.

567 (a) Repeal. Division 6 of Article IV, Chapter 2 of the Code of Ordinances of the City of
 568 Dallas, previously titled "Purchasing Department," and all ordinances, resolutions,
 569 policies, or parts thereof in conflict with this Division are hereby repealed to the extent of
 570 such conflict.

571 (b) Existing Contracts Unaffected. Contracts, purchase orders, and other procurement
 572 instruments lawfully executed prior to the effective date of this ordinance shall remain in
 573 full force and effect according to their terms. Amendments, modifications, and renewals
 574 of such pre-existing contracts shall comply with this Division.

575 (c) Pending Procurements. Procurements in progress on the effective date of this
 576 ordinance may be completed under the procedures in effect at the time of solicitation
 577 issuance, or may be transitioned to the procedures established by this Division at the
 578 discretion of the City Manager.

579
 580 SECTION 2-231. SEVERABILITY.

581 If any section, subsection, sentence, clause, phrase, or portion of this ordinance is
582 declared invalid or unconstitutional by a court of competent jurisdiction, such declaration
583 shall not affect the validity of the remaining portions of this ordinance, which shall
584 remain in full force and effect. The City Council declares that it would have adopted this
585 ordinance and each section, subsection, sentence, clause, phrase, and portion thereof,
586 irrespective of the fact that any one or more sections, subsections, sentences, clauses,
587 phrases, or portions be declared invalid or unconstitutional.

588

589 SECTION 2-232 – 2-261. – Reserved

590

591 **SECTION III. CODIFICATION AND EFFECTIVE DATE**

592 The City Clerk is directed to cause this ordinance to be codified in the Code of
593 Ordinances of the City of Dallas, Georgia. This ordinance shall become effective July 1,
594 2026 upon its adoption by the Mayor and Council.

595

596

First read _____

Second and Adoption _____

**SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____,
2026.**

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney



STAFF REPORT

MEETING DATE: 5/4/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment 2026-04 Alkaline Hydrolysis

REPORT/INFORMATION:

Ordinance amendment to add alkaline hydrolysis as a separate item from cremation to allow for such in legal non-conforming funeral homes and to define same.

**ORDINANCE
AMENDMENT
OA - 2026 – 04**

**AN ORDINANCE OF THE CITY OF DALLAS, GEORGIA
AMENDING THE CITY OF DALLAS UNIFIED DEVELOPMENT
CODE (UDC) TO ADDRESS ALKALINE HYDROLYSIS AND FOR
OTHER PURPOSES**

WHEREAS, the City has received requests that certain funeral homes be allowed to offer alkaline hydrolysis (also known as aquamation or water cremation) as a cremation-related service; and

WHEREAS, the City desires to establish clear, objective, and enforceable standards for alkaline hydrolysis operations that protect residential neighborhoods, ensure utility coordination, and prevent the unintended authorization of flame cremation in residential districts, except where otherwise expressly permitted by the UDC; and

WHEREAS, the Mayor and City Council find that adoption of the standards in this Ordinance promotes the public health, safety, and welfare by providing clarity in land use regulation and by requiring wastewater discharge approval from the applicable sewer authority as a condition precedent to operation; and

WHEREAS, the Mayor and City Council further find and determine, as a matter of legislative judgment, that the limited authorization of one (1) alkaline hydrolysis device as an accessory component of a lawfully existing funeral home, subject to the conditions herein, does not constitute an enlargement, expansion, or intensification of a legal nonconforming use for purposes of Chapter III of the UDC, based on the restricted number of devices, the prohibition on building expansion, and the wastewater and performance standards imposed; and

WHEREAS, the Mayor and City Council further find that the adoption of this Ordinance, being a text amendment to the UDC of general applicability, does not constitute a site-specific rezoning or spot zoning and is intended to apply uniformly to all legal nonconforming funeral homes within residential zoning districts throughout the City; and

WHEREAS, this text amendment has been processed in accordance with the notice and public hearing requirements of the Georgia Zoning Procedures Act, O.C.G.A. § 36-66-4, as documented in the official record of proceedings.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Dallas, Georgia, and it is hereby ordained by authority of the same as follows:

SECTION 1. AMENDMENT TO CHAPTER XIII (DEFINITIONS).

Chapter XIII (Definitions) of the UDC is hereby amended to add the following defined terms. If any existing definition conflicts with those set forth below, the definitions below shall control for all purposes of alkaline hydrolysis regulation under this Code.

A. Added Definitions.

ALKALINE HYDROLYSIS (AQUAMATION / WATER CREMATION). A water-based dissolution process using alkaline chemicals and heat and/or pressure that reduces human remains to residue and bone fragments and is authorized as a lawful form of disposition of human remains under O.C.G.A. § 43-18-1 et seq., as amended, including any provision specifically recognizing alkaline hydrolysis as a permissible method of final disposition.

ALKALINE HYDROLYSIS DEVICE. A commercially manufactured vessel, unit, or system used to perform alkaline hydrolysis, including associated tanks, controls, pretreatment systems, and appurtenant equipment.

FLAME CREMATION (THERMAL CREMATION). The reduction of human remains by combustion in a retort or similar device using flame and high heat.

FLAME CREMATION DEVICE / RETORT. A thermal cremation device (retort) used for flame cremation.

CREMATORY. A facility, building, structure, room, or portion thereof containing one (1) or more Flame Cremation Devices/Retorts used for flame cremation. For all purposes under this Code, the term "Crematory" shall not include any facility, room, or equipment used exclusively for alkaline hydrolysis operations authorized under Section 8.__ and, where applicable, Chapter III of this Code. This definition controls over any prior or conflicting definition of "Crematory" in this Code and shall be construed consistently with Table 4.3.

Codifier's Note: Insert these definitions in Chapter XIII in alphabetical order and update any internal indexing accordingly.

SECTION 2. AMENDMENT TO CHAPTER III (NONCONFORMITIES) — LIMITED ALKALINE HYDROLYSIS AUTHORIZATION FOR LEGAL NONCONFORMING FUNERAL HOMES IN RESIDENTIAL DISTRICTS.

Chapter III (Nonconformities) of the UDC is hereby amended by adding a new subsection to read as follows:

NONCONFORMING FUNERAL HOMES — LIMITED ALKALINE HYDROLYSIS AUTHORIZATION.

Notwithstanding any other provision of this Code regarding nonconforming uses, and consistent with the intent expressed in Section 3.01 that nonconforming uses not be enlarged, expanded, or extended without express approval, a legal nonconforming funeral home located in a residential zoning district may install and operate one (1) Alkaline Hydrolysis Device as an accessory component of the existing funeral home use, subject to the following conditions:

1. **No expansion of building footprint.** The Alkaline Hydrolysis Device and all associated process equipment shall be located entirely within the existing principal structure as of the effective date of this Ordinance. No building addition, outdoor enclosure, or accessory building shall be constructed to house or accommodate the device, and no new principal or accessory structure shall be erected in connection with the alkaline hydrolysis operation.

2. **No outdoor operations or storage.** No outdoor processing and no outdoor storage of alkaline chemicals, process additives, residue, or any related materials shall be permitted.
3. **No flame cremation.** This authorization does not permit flame cremation, a Flame Cremation Device/Retort, or the establishment or operation of a Crematory, as defined in Chapter XIII, in any residential zoning district.
4. **Utility and sewer authority approval as condition precedent.** Prior to issuance of any building permit for installation of an Alkaline Hydrolysis Device, the operator shall provide the Community Development Director with written documentation from the applicable sewer authority confirming: (a) the acceptability of discharge from the proposed alkaline hydrolysis operation; (b) any required pretreatment design and installation requirements; and (c) any required industrial user or pretreatment permitting requirements and conditions of approval.
5. **Certificate of Occupancy and operational approval.** No Certificate of Occupancy, or equivalent operational approval, shall be issued for the Alkaline Hydrolysis Device, and the device shall not be placed into operation, until the applicant provides written proof that all sewer authority requirements identified in Item 4 above have been fully satisfied, including issuance of any required permits and installation and verification of any required pretreatment equipment.
6. **Continuing compliance and revocation.** The operator shall at all times maintain in full force and effect all sewer authority approvals, permits, and required pretreatment equipment applicable to the alkaline hydrolysis operation. Failure to maintain such approvals, permits, or equipment, or to comply with any applicable sewer authority condition, shall constitute a violation of this Code and shall be grounds for suspension of operations and revocation of the Certificate of Occupancy or equivalent operational approval for the Alkaline Hydrolysis Device, in addition to any other enforcement remedies available to the City.
7. **Not an expansion for nonconformity purposes — limited Council authorization.** Installation and operation of one (1) Alkaline Hydrolysis Device meeting Items 1 through 6 above, and operating in compliance with Section 8.___, shall not be deemed an enlargement, expansion, or intensification of the legal nonconforming funeral home for purposes of this Chapter III, based on the limited number of devices authorized, the prohibition on building expansion, and the wastewater, performance, and operational conditions imposed herein. To the extent that City Council or Zoning Board of Appeals approval is required for any modification to a legal nonconforming use under Section 3.01 and Section 2.04, adoption of this Ordinance by the Mayor and City Council shall constitute and serve as such approval solely for the limited alkaline hydrolysis authorization described in this subsection and shall not be construed to approve any other modification, enlargement, or expansion of a legal nonconforming use.
8. **Table 4.3 use category — no change of use.** The installation and operation of one (1) Alkaline Hydrolysis Device at a legal nonconforming funeral home pursuant to this subsection shall not be deemed to activate, constitute, or result in a change to the "crematory" component of the "funeral home/mortuary/crematory" use category in Table

4.3 of this Code, and shall not require any additional use category authorization, rezoning, or special exception approval on account of the alkaline hydrolysis operation alone. This provision shall be construed consistently with the definition of "Crematory" as set forth in Chapter XIII, as amended by Section 1 of this Ordinance. In the event Table 4.3 is hereafter renumbered, reorganized, or amended to unbundle or reclassify funeral homes or crematories, it is the intent of this subsection that alkaline hydrolysis authorized herein remain accessory to, and not a separate principal use from, the legal nonconforming funeral home use.

- 9. **Section 8.21 inapplicable.** Alkaline hydrolysis operations authorized under this subsection are not subject to Section 8.21 (Crematories) of this Code. Section 8.21, including its one-thousand-foot (1,000') residential setback and all restrictions thereunder, applies exclusively to Flame Cremation operations involving a Crematory as defined in Chapter XIII, as amended. Nothing in this item shall be construed to authorize flame cremation or permit the installation of a Flame Cremation Device/Retort at any legal nonconforming funeral home in a residential district.
- 10. **Termination with nonconforming use.** The limited authorization granted by this subsection is accessory and subordinate to the legal nonconforming funeral home use and shall automatically terminate upon discontinuance, abandonment, or loss of legal nonconforming status of the funeral home under Chapter III, including any applicable time period for discontinuance.

Codifier's Note: Insert this subsection within Chapter III in the location determined by the City Clerk and Community Development Director, with section numbering conformed to the existing chapter format. Update any internal references affected by final numbering.

SECTION 3. ADDITION OF NEW SUPPLEMENTAL STANDARDS SECTION FOR ALKALINE HYDROLYSIS — CHAPTER VIII.

Chapter VIII of the UDC is hereby amended by adding a new section, to be codified as Section 8.33, to read as follows:

SECTION 8.33 ALKALINE HYDROLYSIS

A. Applicability. These supplemental standards apply to any Alkaline Hydrolysis Device permitted or approved within the corporate limits of the City, including devices installed at funeral homes operating as legal nonconforming uses under Chapter III. These standards are in addition to, and shall be read consistently with, the Chapter III conditions applicable to legal nonconforming funeral homes and all other generally applicable provisions of this Code and the City Code.

B. Location and Enclosure.

- 1. The Alkaline Hydrolysis Device and all associated process equipment shall be located entirely within a fully enclosed building.
- 2. No outdoor processing, outdoor chemical storage, or outdoor storage of any process byproducts or residue shall be permitted.

C. Performance Standards.

1. All operations shall be conducted so as to prevent detectable odors from escaping beyond the exterior walls of the building in which the device is located.
2. Noise, vibration, and exterior lighting shall comply with all applicable standards of the City Code and this UDC.
3. Nothing in this Section shall be construed to exempt an alkaline hydrolysis operation from any generally applicable nuisance, noise, odor, fire, building, property maintenance, or environmental regulations of the City or other governmental authority having jurisdiction.

D. Wastewater and Sewer Authority Coordination (Condition Precedent to Permitting and Operation).

1. Prior to issuance of any building permit for the installation of an Alkaline Hydrolysis Device, the applicant shall provide the Community Development Director with a written letter from the applicable sewer authority confirming whether pretreatment and/or industrial user permitting is required and stating the conditions under which discharge approval will be granted.
2. Prior to issuance of a Certificate of Occupancy or the commencement of operations, the operator shall provide written proof of: (a) sewer authority approval to discharge; (b) installation and successful start-up of any required pretreatment equipment; and (c) issuance of any required industrial user or pretreatment permit.
3. The operator shall comply with all sewer authority monitoring, sampling, reporting, and maintenance requirements applicable to the alkaline hydrolysis operation, and shall maintain copies of all required records on-site and available for City inspection upon reasonable notice, consistent with the City's general inspection authority under this Code and other applicable ordinances.
4. If the sewer authority modifies, suspends, or revokes any approval, permit, or condition applicable to the alkaline hydrolysis operation, the operator shall promptly notify the Community Development Director in writing and shall adjust operations as necessary to remain in continuous compliance with all sewer authority requirements and this Code.

E. Prohibited Equipment. No Flame Cremation Device/Retort shall be installed or operated under this Section 8.___. The presence of a Flame Cremation Device/Retort on any premises operating under this Section shall constitute a separate and independent violation of this Code.

F. Relationship to Section 8.21 (Crematories). Alkaline hydrolysis operations permitted or authorized under this Section 8.___ are not subject to Section 8.21 (Crematories) of this Code. The location restrictions, setback requirements, screening requirements, and all other operational restrictions set forth in Section 8.21 apply exclusively to Flame Cremation operations involving a Crematory as defined in Chapter XIII of this Code, as amended by Section 1 of this Ordinance. Nothing in this subsection shall be construed to authorize flame cremation or permit the installation of a Flame Cremation Device/Retort at any location subject to this section.

Codifier's Note: Assign the next available Section 8.___ number in Chapter VIII and update all internal cross-references in this Ordinance and in the UDC to reflect the final numbering.

SECTION 4. AQUAMATION-ONLY CLARIFICATION; PROHIBITION ON FLAME CREMATION IN RESIDENTIAL DISTRICTS; TABLE 4.3 USE CATEGORY CLARIFICATION.

The UDC is further amended by adding the following clarification provisions, to be codified at the end of Section 8.33 or within Section 8.21 (Crematories), as determined by the City Clerk in coordination with the Community Development Director:

AQUAMATION-ONLY CLARIFICATION; PROHIBITION ON FLAME CREMATION IN RESIDENTIAL DISTRICTS; TABLE 4.3 USE CATEGORY CLARIFICATION.

The authorization of alkaline hydrolysis by this Code amendment is limited solely to Alkaline Hydrolysis Devices and alkaline hydrolysis operations meeting Section 8.33 and, where applicable, Chapter III (Nonconformities). The following apply:

1. **Flame cremation prohibition.** Nothing in this Ordinance shall be construed to permit flame cremation, a Flame Cremation Device/Retort, or a Crematory, as defined in Chapter XIII, in any residential zoning district, or elsewhere except in zoning districts where such uses are otherwise expressly permitted by Table 4.3 of the UDC and only upon satisfaction of all crematory supplemental standards set forth in Section 8.21 and all applicable approval procedures, including any required special exception.
2. **Conflict rule — flame cremation.** In the event of any conflict between the provisions of this Ordinance and any provision of the UDC applicable to flame cremation or Crematories, the provisions applicable to flame cremation and Crematories, including Section 8.21, shall control and prevail with respect to flame cremation operations. This conflict rule shall not be construed to subject alkaline hydrolysis operations to Section 8.21.
3. **Table 4.3 — use category clarification.** The installation and operation of an Alkaline Hydrolysis Device at a legal nonconforming funeral home pursuant to Section 2 of this Ordinance and Chapter III of the UDC shall not be deemed to activate, constitute, or result in a change of use to the "crematory" component of the "funeral home/mortuary/crematory" use category in Table 4.3 of the UDC. No additional use category authorization, rezoning, or special exception approval shall be required solely on account of the alkaline hydrolysis operation. This clarification shall be construed consistently with the definition of "Crematory" as amended by Section 1 of this Ordinance. In the event Table 4.3 is amended to reclassify, renumber, or unbundle funeral homes, mortuaries, or crematories, the intent of this provision is that alkaline hydrolysis authorized herein remain accessory to the funeral home use and not be treated as a separate crematory use.
4. **Section 8.21 inapplicable to alkaline hydrolysis.** For the avoidance of doubt and notwithstanding any other provision of this Code, Section 8.21 (Crematories), including its one-thousand-foot (1,000') setback from residential structures and land and all other restrictions contained therein, does not apply to alkaline hydrolysis operations permitted

under Section 8.33 or authorized under Chapter III of this Code, as amended by this Ordinance.

Codifier's Note: Place this clarification either at the end of newly created Section 8.33 or within Section 8.21, as determined during codification, and conform all cross-references to the final code placement selected by the City.

SECTION 5. SEVERABILITY, REPEALER, AND EFFECTIVE DATE.

A. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Mayor and City Council declare that they would have adopted each section, subsection, sentence, clause, and phrase of this Ordinance independently of any portion subsequently held invalid.

B. Repealer. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict. The repeal of any ordinance shall not revive any ordinance previously repealed or superseded.

C. Effective Date. This Ordinance shall become effective upon adoption by the Mayor and City Council of the City of Dallas, Georgia, following all required public notice and public hearing procedures under O.C.G.A. § 36-66-4.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____, 2026.

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney



STAFF ACTION ITEM

MEETING DATE: 06.01.2026
TITLE: Chief of Police
PRESENTED BY: Joe Duvall

AGENDA ITEM DESCRIPTION (Agenda Content):

Approval to purchase Catalyst Locate Software that will provide the ability to track officers via Radios.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

\$8,463.00 to be paid from 911 Fees.

INFORMATION:

See the Quote attached.



**City of Dallas PDSL Catalyst InterLoc Location Mapping
Quote May 2026**

Part #	Item Description	MSRP Price	Qty.	Extended MSRP Price
Gateway Software Options				
CASGWIL	InterLoc Location Mapping, per gateway (LMR and MCPTT communication system dependent)	\$ 850	1	\$ 850
Other Catalyst Client, Service Applications (Software Only)				
CASIL	InterLoc Location Mapping, per console (LMR and MCPTT communication system dependent)	\$ 1,325	2	\$ 2,650
Subtotal: Catalyst Software				\$ 3,500
Software Maintenance				
SAPY01	1st Time Maintenance One Year	15%	1	\$ 525
Subtotal: Maintenance				\$ 525
Professional Services				
SANW01	Remote Installation Support: (per day)	\$ 2,000	2	\$ 4,000
SAMW01	Project Management		1	\$ 438
Subtotal: Professional Services				\$ 4,438
Total System Charges				\$ 8,463
Catalyst Confidential				
<p>Note: The above information is for the Catalyst setup of the Catalyst InterLoc Location Mapping, per gateway. There is a \$2/device/month service fee for the Linc service. There are currently 78 L3H devices. The estimated monthly charge is \$138/month of all devices receive the service.</p>				

Special Event Permit Application Part II

Contact/Designee MUST remain on-site from set up through clean up

FOR CITY USE ONLY
PERMIT APPROVED:

APPLICANT INFORMATION

Company / Organization Good Stuff Coffeehouse
Street Address 109 W Spring St
City, State, Zip Dallas GA 30132

The City requires an individual named as a 24-hour contact for the event and a 24-hour phone number for the individual.
One Alternate Contact is also requested.

Primary Contact Victoria Martin Phone 772 243 0151
Address 814 Macland Rd Email Victoria@goodstuffcoffeehouse.com
Dallas GA 30132

Alternate Contact Elijah Martin Phone 404 519 4322
Address 814 Macland Rd Email 04elijah@gmail.com
Dallas GA 30132

Event Information

Event Title Good Stuff Market: Community yard sale
Dates Requested: Start: 06/14 or 07/12 Time 11 am / pm End Same day Time 4 am / pm
Set-up date & time Same day 30 min Break-down date & time Same day at end time
-1hr prior

Event Type: Festival/Wedding Concert/Performance Exhibit/Special Attraction
 Fundraiser Parade/Processional Bike/Walk/Run
 Other: Community yard sale

City Facility Requested: Downtown/Main Street Gazebo at Dallas Trailhead
 Sara Babb Park McKoon Park Dogwoods at Coleman Camp Park
 Other: Joe Parker parking lot

Mark All That Apply: Alcohol Signage/Banners Amplified Sound/Music
 Tents/ Canopies Carnival Rides Fireworks/lasers Portable Restrooms
 Trash Road Closing Shuttles Generators/Electricity
 Inflatables Vendors/Concessions Animals Parking/Shuttles

Event Description: Describe type of your event, purpose of your event, projected attendance (including approximate number of persons and vehicles attending): On a Sunday, we would open Good Stuff for regular service. We would rent tables/spaces ahead of time for the community to come & sell yard sale goods. We would also host a food vendor. Sellers would be in good stuff as well as in the parking lot.

Will you require road(s) closure? If yes, describe as provided for by an approved MUTCD traffic Plan: none beyond the parking lot Including mecks dr

City Property - List any electrical needs:
None

Please describe your plan for clean-up and removal of waste, recycling and garbage during and after the event: Good Stuff would handle all using our trashcans.

How do you plan to publicize this event? Social media / posters @ good stuff.

Schedule of the day's events (tentative is acceptable): Set up 10-11 a
Yard Sale 11-4
teardown 4-5

- Attach and include a clear and clean copy of the Site Plan or Parade Route**
 Applicant should consider:
- Assembly area
 - Sound Equipment
 - Lighting
 - Signage
 - Parking
 - Restrooms
 - Tents/Canopies
 - Route to Travel
 - Vendor Area
 - Stage
 - Detour Plan
 - Water supply
 - Communication Facilities
 - Generators/Electric Supply
 - Event Vehicles
 - Medical Treatment Facility
 - Adjacent Streets
 - Trash Receptacles
 - Barricades/crowd control barriers
 - Disability Access
 - Other Event Components
 - Approved MUTCD Traffic Plan

Applicant's Affidavit

I, applicant or authorized representative, have read and understand the contents of this application. The information contained herein and attached is complete and true, current and correct to the best of my knowledge.

I understand providing false information shall void the application and cancel the event.

I understand the permit may be cancelled by the Chief Marshal or Chief of Police for the City of Dallas, Georgia at any time with or without cause.

Organization/Group: Good Stuff Coffeehouse

Applicant/Representative Name: Victoria Martin

Signature: Victoria Martin Date: 5/4/2026

Release and Hold Harmless Agreement

In consideration for being granted a Special Event Permit from the City of Dallas, Georgia, I, applicant or authorized representative, hereby release and hold harmless the City of Dallas, Georgia itself and its' employees from any liabilities and claims arising during or after this event. I agree that I will never prosecute or in any way aid in the prosecuting of any demand, claim or suit against the City of Dallas, Georgia or its' agents, officers, volunteer staff, or any employee acting officially or otherwise, for any loss, damage, or injury to my person or property that may occur during or after this event held in the City of Dallas, Georgia.

My signature constitutes my agreement and the agreement of my organization (as listed below), including all participants from my organization present at this event. The person or persons signing this document hereby represent to the City of Dallas, Georgia that they have the specific authority on behalf of the organization to execute this Hold Harmless Agreement.

Organization/Group: Good Stuff Coffeehouse

Individual Representative: Victoria Martin

Signature: Victoria Martin Date: 05/04/2026

Appointments for review of completed applications and any attachments may be scheduled with the Chief Marshal by phone or email at:

770.443.8110 x 1003

mhester@dallas-ga.gov

STOP

FOR CITY USE ONLY

Initial after complete review (any comments/requirements/exclusions should be noted):

Marshal _____ Police _____ Theater _____ Public Works _____

Community Dev _____ Sanitation _____ Parks/Rec _____

Additional department review(s) needed: _____

Comments/Requirements/Exclusions/Changes: _____

Officers required (number): _____ at rate of \$ _____ per _____

Additional trash receptacles required (number): _____ at rate of \$25/each per day

Temporary toilets required (number): _____

Permits (sign or devices) required: _____

Alcoholic Beverage Catering License required: _____



STAFF ACTION ITEM

MEETING DATE: 06/01/2026

TITLE: Special Event Permit Approval Request- Good Stuff Coffeehouse

PRESENTED BY: Amber Whisner, Business Development

AGENDA ITEM DESCRIPTION (Agenda Content):

Special Event Application- SEA-000007-2026. Good Stuff Coffeehouse 109 W. Spring Street, Request the use of Joe Parker Park on Sunday 06/14/2026 for a community yard sale.

HISTORY/PAST ACTION:

None

FINANCIAL IMPACT:

None;

INFORMATION:

See attached Special Event Permit.



STAFF ACTION ITEM

MEETING DATE: 06/01/2026

TITLE: Ordinance Amendment OA-2026-05: Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited

PRESENTED BY: Brandon Rakestraw – Director

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment OA-2026-05: Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited

HISTORY/PAST ACTION:

N/A

INFORMATION:

First Read

Ordinance Amendment OA-2026-05: Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited

Repeal and replace section 38-4 in its entirety; to clarify parking prohibitions near intersections, fire hydrants, fire appurtenances, fire lanes, emergency access areas, mail receptacles, fire stations, and residential streets; to preserve existing street-specific parking prohibitions; to authorize angle parking in specified marked locations; to authorize a progressive parking penalty schedule; to provide for mandatory court appearance for repeat parking offenders; to authorize removal, impoundment, and immobilization of vehicles under specified conditions; to provide for codification, severability, repeal of conflicting ordinances, an effective date, and for other lawful purposes.

**ORDINANCE
AMENDMENT
OA – 2026 - 05**

AN ORDINANCE TO AMEND CHAPTER 38 – TRAFFIC AND VEHICLES, SECTION 38-4 – PARKING PROHIBITED, OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS, GEORGIA; TO REPEAL AND REPLACE SECTION 38-4 IN ITS ENTIRETY; TO CLARIFY PARKING PROHIBITIONS NEAR INTERSECTIONS, FIRE HYDRANTS, FIRE APPURTENANCES, FIRE LANES, EMERGENCY ACCESS AREAS, MAIL RECEPTACLES, FIRE STATIONS, AND RESIDENTIAL STREETS; TO PRESERVE EXISTING STREET-SPECIFIC PARKING PROHIBITIONS; TO AUTHORIZE ANGLE PARKING IN SPECIFIED MARKED LOCATIONS; TO AUTHORIZE A PROGRESSIVE PARKING PENALTY SCHEDULE; TO PROVIDE FOR MANDATORY COURT APPEARANCE FOR REPEAT PARKING OFFENDERS; TO AUTHORIZE REMOVAL, IMPOUNDMENT, AND IMMOBILIZATION OF VEHICLES UNDER SPECIFIED CONDITIONS; TO PROVIDE FOR CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AN EFFECTIVE DATE, AND FOR OTHER LAWFUL PURPOSES.

- WHEREAS,** the Charter of the City of Dallas, Georgia authorizes the Mayor and Council to regulate the operation and parking of motor vehicles and to exercise the police power for the public safety, health, welfare, and orderly use of public rights-of-way; and
- WHEREAS,** the Mayor and Council find that clear and enforceable parking regulations are necessary to preserve safe traffic movement, protect emergency access, maintain access to mail receptacles and public facilities, and reduce conflicts between parked vehicles, pedestrians, emergency responders, and moving traffic; and
- WHEREAS,** the Mayor and Council desire to clarify existing parking prohibitions near intersections, fire hydrants, fire appurtenances, fire lanes, emergency access areas, mail receptacles, fire stations, and residential streets without eliminating existing street-specific parking restrictions; and
- WHEREAS,** O.C.G.A. § 40-6-200 authorizes local authorities by ordinance to permit angle parking, subject to applicable state-law limitations for federal-aid and state highways; and
- WHEREAS,** the Mayor and Council find that angle parking in specified marked locations will promote orderly parking, efficient use of public streets, and access to downtown businesses, public facilities, and civic destinations; and
- WHEREAS,** the Mayor and Council find that repeat parking violations burden public-safety personnel, interfere with emergency access and traffic flow, and require a progressive enforcement structure to promote compliance; and
- WHEREAS,** the Mayor and Council desire to authorize a progressive parking penalty schedule, mandatory court appearance for chronic repeat offenders, and

removal, impoundment, or immobilization of vehicles when necessary to protect public safety and enforce this Code; and

WHEREAS, the Mayor and Council have determined that this ordinance amendment is in the best interest of the City’s residents and promotes the public health, safety, welfare, and orderly regulation of traffic and parking within the City.

NOW THEREFORE, BE IT ORDAINED by the Mayor and the City Council of Dallas, Georgia that:

SECTION I. SECTION 38-4 OF CHAPTER 38 TRAFFIC AND VEHICLES, of the Code of Ordinances of the City of Dallas, Georgia, is hereby repealed in its entirety and replaced with a new Section 38-4, “Parking regulations and enforcement,” to read as follows:

Sec. 38-4. Parking regulations and enforcement.

(a) *Intersections and street corners.* No person shall stop, stand, or park a vehicle within twenty (20) feet of the intersection of two public streets, alleys, highways, or thoroughfares within the corporate limits of the City, unless a shorter or different distance is expressly authorized by official traffic-control markings or signs installed by the City.

(b) *Fire hydrants, fire appurtenances, fire lanes, and emergency access areas.*

- (1) *Fire hydrants and fire appurtenances.* No person shall stand or park a vehicle within fifteen (15) feet of any fire hydrant, fire department connection, sprinkler connection, standpipe connection, or other fire-protection appurtenance.
- (2) *Fire lanes and emergency access areas.* No person shall stop, stand, or park a vehicle, whether occupied or unattended, in any fire lane, fire apparatus access road, emergency access area, or other area designated for fire, rescue, police, emergency medical, or other public-safety access.
- (3) *Marking and designation.* For purposes of this section, a fire lane, fire apparatus access road, or emergency access area may be designated by any one or more of the following: official signs; pavement markings; red-painted curb; red-painted pavement; curb, pavement, or surface markings stating “Fire Lane,” “No Parking – Fire Lane,” “Emergency Access,” “No Parking,” or similar language; striping; or any other official marking or traffic-control device installed or authorized by the City.
- (4) *Obstruction of emergency access.* No person shall stop, stand, or park a vehicle in a manner that obstructs, impedes, delays, narrows, or interferes with access by fire apparatus, law enforcement vehicles, ambulances, public works vehicles, utility vehicles, or other emergency or public-safety vehicles.
- (5) *Removal authorized.* Any vehicle parked, stopped, or standing in violation of this subsection may be cited and, when the vehicle blocks, obstructs, impedes, or interferes with emergency access or creates a public-safety hazard, may be removed or caused to be removed immediately by a law enforcement officer or other authorized City official to the nearest garage, impound lot, or other place of safety at the owner’s expense, as authorized by state law and this Code.
- (6) *Repeat violations.* In addition to any citation or fine authorized by this Code, a vehicle found parked, stopped, or standing in a signed or marked “No Parking – Fire Lane,” “Fire Lane,” or “Emergency Access” area after two (2) prior parking violations involving the same registered owner or vehicle within the preceding twelve (12) months may be removed or caused to be removed at the owner’s expense, regardless of whether the vehicle is obstructing emergency access at the time of removal.

(c) *Mail receptacles.* No person shall stop, stand, or park a vehicle within ten (10) feet of any mail receptacle maintained by the United States Postal Service, except that temporary parking

shall be permitted within a marked parking space adjacent to a cluster box unit for the limited purpose of depositing or retrieving mail.

(d) *Fire stations.* No person shall stop, stand, or park a vehicle within forty (40) feet of the entrance to any fire station that houses emergency vehicles. No person shall stop, stand, or park a vehicle on the side of a street opposite the entrance to any fire station where official signs prohibit such parking or standing.

(e) *Location-specific parking restrictions.*

(1) *Residential streets.*

- a. No person shall stop, stand, or park a vehicle on any residential street except within a marked parking space adjacent to a cluster box unit on a temporary basis for the limited purpose of depositing or retrieving mail, or where parking is otherwise expressly authorized by official signs or markings installed by the City.
- b. No person shall stop, stand, or park any boat, trailer, camper, recreational vehicle, inoperable vehicle, commercial vehicle, or other vehicle or equipment on any residential street unless expressly authorized by this Code or by official signs or markings installed by the City.
- c. For purposes of this section, the term "residential street" means any street adjacent to or serving property zoned R-1, R-2, R-3, or TH, or any successor residential zoning classification adopted by the City.

(2) *Street-specific restrictions.* Parking is prohibited on the following streets and thoroughfares and will be so designated by either curbs painted a yellow color and/or signs that state "No Parking" or "Parking Prohibited:"

- a. Both sides of Confederate Avenue from milepost 11.95, the intersection of S.R. No. 6, to milepost 12.02, the intersection of Watson Drive, a distance of 0.07 miles.
- b. Both sides of Main St. except in marked parking space on a temporary basis on the east side from East Griffin St. to East Cooper Ave.
- c. Both sides of East Griffin Street from Main Street, to Church Street.
- d. The north side of Forest Avenue from Main Street to South Johnston Street, with the exception of Sundays on which parking will be allowed for church services only.
- e. Both sides of East Spring Street, from Main Street, to Church Street.
- f. Both sides of West Spring Street from Main Street to its intersection with South Johnston Street, with one hour temporary parking allowed for loading and unloading.
- g. All of SR 6/Hwy. 278 aka Jimmy Campbell Parkway in its entirety inside the Dallas city limits.
- h. The west side of Courthouse Square Street, from its intersection with West Griffin Street, to its intersection with West Memorial Drive (S.R. No. 6), except for a temporary loading zone for the purpose of and while actually engaged in loading or unloading property or passengers.
- i. Both sides of Paulding Lane from its intersection with Academy Drive to the intersection of East Paulding Lane and North Paulding Lane.
- j. Both sides of Paulding Lane from the intersection of Dallas Circle to the intersection of Paulding Lane and Hilltop Circle North.
- k. Beginning at a point on the north side of Paulding Lane at its intersection with Hilltop Circle North and continuing west on the north side of Paulding Lane for a distance of 1,172 feet.
- l. Beginning at a point on the north side Paulding Lane at the intersection of Hilltop Circle South and continuing west on the north side of Paulding Lane for a distance of 430 feet.

(f) *Angle parking permitted in designated locations.*

(1) *Authorization.* Subject to O.C.G.A. § 40-6-200, all other applicable state law, this section, and all official traffic-control devices, angle parking is permitted only within

parking spaces that are marked or signed by the City for angle parking on the streets and locations listed in paragraph (5) of this subsection.

- (2) *Compliance with markings and signs.* No person shall stop, stand, or park a motor vehicle in an angle-parking space except wholly within the marked space and at the angle indicated by official markings or signs. Where individual parking spaces are designated and marked, no person shall park any motor vehicle across any such marking or outside the area designated for parking.
- (3) *Encroachment into travel lanes prohibited.* No person shall stop, stand, or park any motor vehicle, trailer, or combination of vehicles in an angle-parking space in a manner that causes any portion of the vehicle, trailer, load, or attached equipment to encroach into a travel lane, obstruct the free movement of traffic, obstruct visibility, or create a public-safety hazard.
- (4) *Head-in parking required unless otherwise marked.* Where the marked parking angle is less than ninety (90) degrees from the curb or edge of the roadway, a motor vehicle shall enter the parking space by forward movement unless official markings or signs installed by the City expressly authorize back-in angle parking.
- (5) *Designated locations.* Angle parking is permitted at the following locations, in marked parking spaces only:
 - a. The east side of Courthouse Square.
 - b. The north side of West Griffin Street between Hood Street and South Street.
- (6) *State and federal-aid roadways.* No angle-parking space shall be established, marked, or signed on any federal-aid highway or state highway unless the Georgia Department of Transportation has made the determination required by O.C.G.A. § 40-6-200(c).
- (7) *Existing prohibitions preserved.* Nothing in this subsection shall be construed to authorize parking in any location where parking is otherwise prohibited by this section, by state law, by official traffic-control device, or by any other applicable ordinance.

(g) *Penalties and enforcement.*

- (1) *Progressive parking penalty schedule authorized.* The City Manager is authorized to establish and maintain a progressive parking penalty schedule for violations of this section and for any other parking violation under this Chapter unless a more specific penalty is expressly provided elsewhere in this Code. The schedule shall be established upon recommendation of the Municipal Court Administrator and the City Attorney and shall be filed with the City Clerk.
- (2) *First, second, and third offenses.* The progressive parking penalty schedule may establish increased scheduled fine amounts for a second parking offense and a third parking offense occurring within a twelve-month period. The twelve-month period shall be measured from the date of the first parking offense.
- (3) *Fourth and subsequent offenses; mandatory appearance.* A fourth or subsequent parking offense occurring within twelve months of the first parking offense shall require the defendant to appear in the Municipal Court of the City of Dallas and shall not be disposed of by payment of a scheduled fine before arraignment or hearing, unless otherwise authorized by the Municipal Court Judge.
- (4) *Enhanced penalty for fourth and subsequent offenses.* Upon conviction, plea of guilty, plea of nolo contendere, or bond forfeiture for a fourth or subsequent parking offense occurring within twelve months of the first parking offense, the Municipal Court may impose a fine not to exceed five hundred dollars (\$500.00), probation not to exceed the maximum period authorized by law for violation of a municipal ordinance, or any other lawful sentence within the limits established by this Code and state law, together with any surcharge, court cost, probation fee, or other fee authorized by law.
- (5) *Calculation of prior offenses.* Prior parking offenses may be counted for purposes of this subsection if they occurred within the preceding twelve-month period and resulted

in payment of a scheduled fine, bond forfeiture, plea of guilty, plea of nolo contendere, finding of guilt, or other final disposition in the Municipal Court.

- (6) *Parking citation, removal, and immobilization remedies.* In addition to any fine, scheduled penalty, court appearance requirement, probation, court cost, or other lawful sentence authorized by this Code, the City may remove, impound, or immobilize a vehicle as authorized by this section, by Chapter 38, by state law, or by any administrative parking enforcement policy approved by the City Manager. Removal or immobilization shall be at the owner’s expense and shall not preclude prosecution of the underlying parking violation.
- (7) *Immediate removal for obstruction or hazard.* A vehicle may be removed or caused to be removed immediately when it is parked, stopped, or standing in a manner that blocks, obstructs, impedes, or interferes with a fire lane, fire apparatus access road, emergency access area, travel lane, driveway, intersection, hydrant, fire department connection, public-safety access point, or other public right-of-way, or otherwise creates a traffic hazard or public-safety hazard.
- (8) *Immobilization of repeat violators.* A vehicle may be immobilized when the same registered owner or vehicle has accumulated three (3) or more parking violations within a twelve-month period, or has unpaid final parking citations as provided by administrative policy approved by the City Manager. Immobilization shall not be used when immobilizing the vehicle would obstruct emergency access, impede traffic, or create a public-safety hazard; in such case, removal or towing shall be the preferred remedy. No person shall remove, tamper with, damage, disable, deface, destroy, or attempt to remove any immobilization device installed or authorized by the City except under the direction of an authorized City official or the City’s authorized designee. A violation of this provision shall be punishable as a municipal ordinance violation, and nothing herein shall preclude prosecution under applicable state law or recovery by the City of the cost of repair, replacement, removal, storage, towing, or administrative processing
- (9) *Judicial authority preserved.* Nothing in this subsection shall limit the authority of the Municipal Court Judge to hear contested cases, determine guilt or innocence, impose any lawful sentence within the limits established by this Code and state law, waive or reduce fines where legally appropriate, convert financial obligations to community service where authorized by law, or establish court rules governing mandatory appearances and pretrial disposition of parking citations.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision will not affect the validity of the remainder of this ordinance or any part thereof.

SECTION IV EFFECTIVE DATE. Following passage and approval of this ordinance by the Mayor and City Council, this ordinance shall be effective immediately.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____, 2026.

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

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

Date



STAFF ACTION ITEM

MEETING DATE: 06/01/2026

TITLE: *Parcel Quit Claim Deed: Property Adjacent to Industrial Boulevard – Paulding County, Georgia (Grantor) City of Dallas, Georgia (Grantee)*

PRESENTED BY: *Brandon Rakestraw – Director*

AGENDA ITEM DESCRIPTION (Agenda Content):

Parcel Quit Claim Deed: Property Adjacent to Industrial Boulevard – Paulding County, Georgia (Grantor) City of Dallas, Georgia (Grantee)

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

N/A

INFORMATION:

Request approval to accept a Parcel Quit Claim Deed for Property Adjacent to Industrial Boulevard. This will be a quit-claim and abandonment from Grantor to Grantee transition between Paulding County, Georgia (Grantor) and City of Dallas, Georgia (Grantee)

Attachment: Parcel Quit Claim Deed: Property Adjacent to Industrial Boulevard

Return to **Kenda Johnson**
Paulding County DOT
Watson Government Complex
240 Constitution Blvd
Dallas, GA 30132



Deed Preparation Only-No title Search Performed

**PAULDING COUNTY REMNANT PARCEL QUIT CLAIM DEED
PROPERTY ADJACENT TO INDUSTRIAL BOULEVARD**

STATE OF GEORGIA

COUNTY OF PAULDING

Witnesseth that for and in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, the undersigned Grantor, **PAULDING COUNTY**, by and through its Board of Commissioners, a political subdivision of the State of Georgia does hereby abandon unto the **CITY OF DALLAS, GA**, hereinafter referred to as "Grantee," the following:

Paulding County Remnant Parcel located in Land Lots 55 and 90 of the 2nd District, 3rd Section of Paulding County, Georgia, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

Whereas Paulding County Quit Claim's all rights and interest in the above described property and by an affirmative vote of the Board of Commissioners, the Grantor does hereby quit-claim and abandon to Grantee all of the existing rights and interest for property identified.

TO HAVE AND TO HOLD the said conveyed premises and any rights Grantor has or may have in and to existing public rights of way are hereby conveyed unto Grantee.

IN WITNESS WHEREOF the said Grantor has set its hand and seal this 14th day of April, 2026.



PAULDING COUNTY, GEORGIA (SEAL)
Grantor

By:

Timothy B. Estes

Timothy B. Estes
Chairman, Paulding County
Board of Commissioners

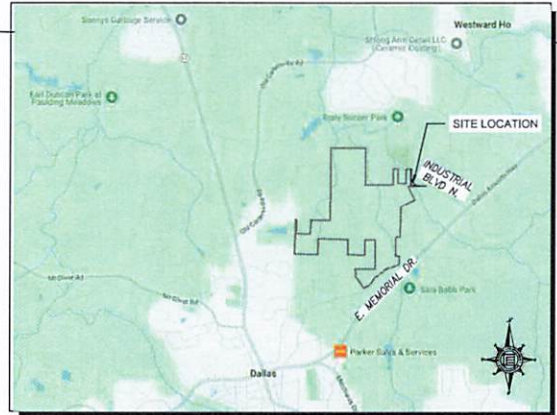
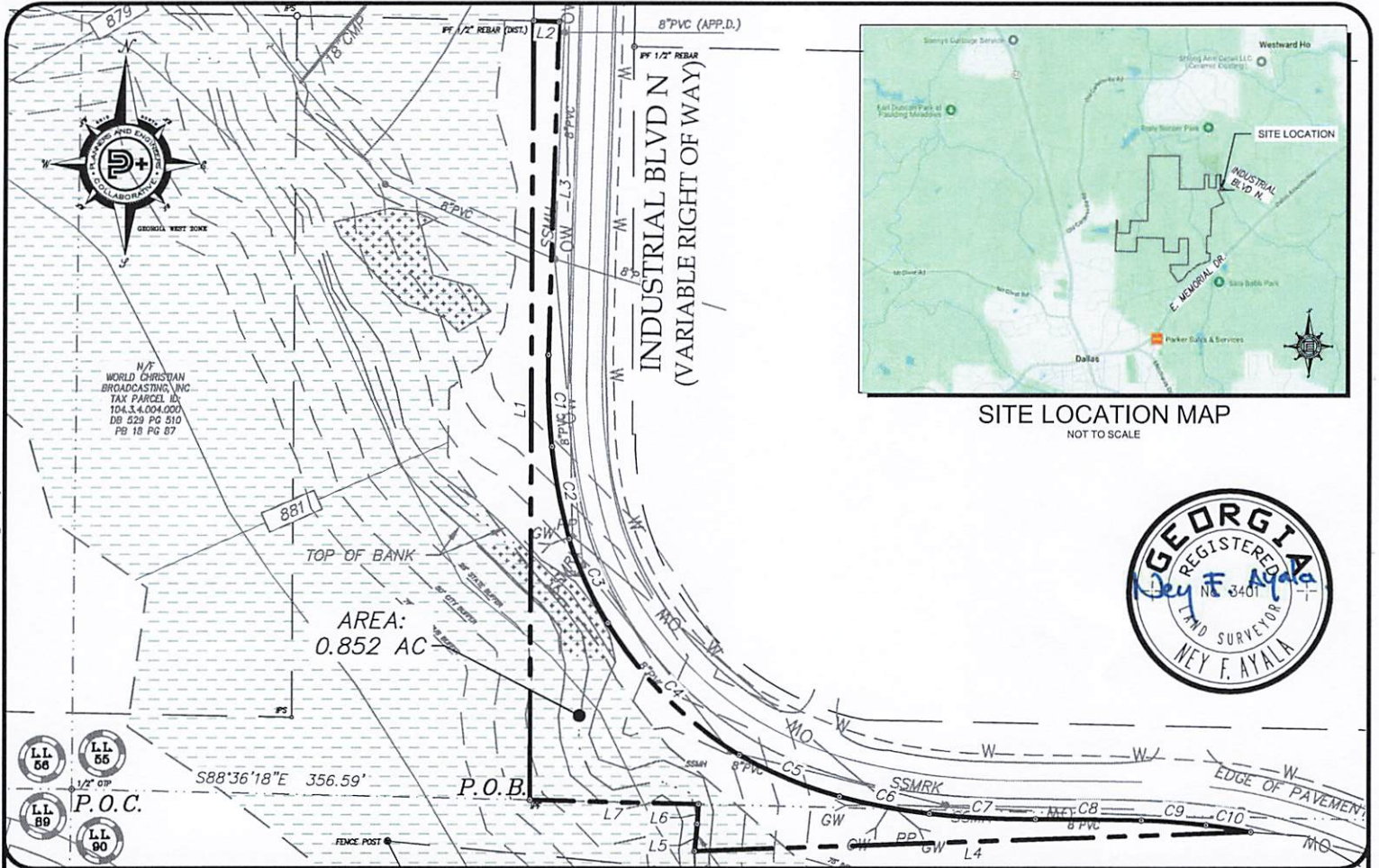
Rebecca Mendell
Witness

Sworn to and subscribed before me
This 14 day of April, 2026

D. Dawn Forrest
Notary Public



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SITE LOCATION MAP
NOT TO SCALE



AREA:
0.852 AC

588°36'18"E 356.59'

P.O.B.

- LL 56
- LL 55
- LL 89
- LL 90

PEC+ Planners & Engineers Collaborative+
 LAND PLANNING - SURVEYING & CONSTRUCTION - CIVIL ENGINEERING -
 ARBORISTS - LANDSCAPE ARCHITECTURE - WATER RESOURCES
 350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004

PAULDING COUNTY REMNANT PARCEL INDUSTRIAL BLVD. NORTH
 FOR:
 WOODLAND CREEK

COUNTY PAULDING
 STATE OF GEORGIA
 CITY OF DALLAS
 LAND LOT(S) 55 & 90
 DISTRICT 2ND, 3RD SECTION

SHEET 1 OF 2
 DRAWN BY: FA
 CHECKED BY: FA
 FILE NO.: 19248.004
 DATE: 03/10/26
 SCALE: 1"=100'

LEGAL DESCRIPTION – RIGHT-OF-WAY DEDICATION EXHIBIT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 55 & 90, OF THE 2ND DISTRICT, 3RD SECTION, CITY OF DALLAS, PAULDING COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 1/2" OPEN TOP PIPE FOUND LOCATED ALONG THE COMMON INTERSECTION OF LAND LOTS 55, 56, 89 & 90; THENCE S88°36'18"E A DISTANCE OF 356.59 FEET TO AN 1/2" IRON PIN FOUND; SAID POINT BEING THE TRUE POINT OF BEGINNING, FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE N00°07'19"E A DISTANCE OF 606.27 FEET TO A POINT; THENCE S87°42'19"E A DISTANCE OF 19.68 FEET TO A POINT; THENCE S01°34'29"W A DISTANCE OF 259.68 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 71.23 FEET, HAVING A RADIUS OF 566.78 FEET, BEING SUBTENDED BY A CHORD BEARING OF S02°14'43"E, AND A CHORD LENGTH OF 71.18 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.25 FEET, HAVING A RADIUS OF 455.55 FEET, BEING SUBTENDED BY A CHORD BEARING OF S10°54'23"E, AND A CHORD LENGTH OF 73.17 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 72.48 FEET, HAVING A RADIUS OF 311.37 FEET, BEING SUBTENDED BY A CHORD BEARING OF S24°28'34"E, AND A CHORD LENGTH OF 72.32 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 145.99 FEET, HAVING A RADIUS OF 307.82 FEET, BEING SUBTENDED BY A CHORD BEARING OF S45°16'26"E, AND A CHORD LENGTH OF 144.63 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 84.38 FEET, HAVING A RADIUS OF 326.94 FEET, BEING SUBTENDED BY A CHORD BEARING OF S67°26'15"E, AND A CHORD LENGTH OF 84.15 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 71.26 FEET, HAVING A RADIUS OF 517.83 FEET, BEING SUBTENDED BY A CHORD BEARING OF S79°03'46"E, AND A CHORD LENGTH OF 71.20 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 82.77 FEET, HAVING A RADIUS OF 696.51 FEET, BEING SUBTENDED BY A CHORD BEARING OF S87°09'32"E, AND A CHORD LENGTH OF 82.72 FEET TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 82.54 FEET, HAVING A RADIUS OF 3949.78 FEET, BEING SUBTENDED BY A CHORD BEARING OF S89°20'05"E, AND A CHORD LENGTH OF 82.54 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.25 FEET, HAVING A RADIUS OF 491.45 FEET, BEING SUBTENDED BY A CHORD BEARING OF S85°50'48"E, AND A CHORD LENGTH OF 50.23 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 35.56 FEET, HAVING A RADIUS OF 348.03 FEET, BEING SUBTENDED BY A CHORD BEARING OF S81°11'00"E, AND A CHORD LENGTH OF 35.54 FEET TO A POINT; THENCE S88°00'00"W A DISTANCE OF 433.27 FEET TO A POINT; THENCE N05°24'03"E A DISTANCE OF 21.23 FEET TO A POINT; THENCE N03°35'04"E A DISTANCE OF 15.44 FEET TO A POINT; THENCE N88°36'18"W A DISTANCE OF 131.15 FEET TO A 1/2" IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.852 ACRES.

Line Table		
Line #	Length	Direction
L1	606.27	N00°07'19"E
L2	19.68	S87°42'19"E
L3	259.68	S01°34'29"W
L4	433.27	S88°00'00"W
L5	21.23	N05°24'03"E
L6	15.44	N03°35'04"E
L7	131.15	N88°36'18"W

Curve Table				
Curve #	Length	Radius	Chord	Bearing
C1	71.23	566.78	71.18	S02°14'43"E
C2	73.25	455.55	73.17	S10°54'23"E
C3	72.48	311.37	72.32	S24°28'34"E
C4	145.99	307.82	144.63	S45°16'26"E
C5	84.38	326.94	84.15	S67°26'15"E
C6	71.26	517.83	71.20	S79°03'46"E
C7	82.77	696.51	82.72	S87°09'32"E
C8	82.54	3949.78	82.54	S89°20'05"E
C9	50.25	491.45	50.23	S85°50'48"E
C10	35.56	348.03	35.54	S81°11'00"E

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 LAND PLANNING - SURVEYING & CONSTRUCTION - CIVIL ENGINEERING -
 ARBORISTS - LANDSCAPE ARCHITECTURE - WATER RESOURCES
 350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004

PAULDING COUNTY REMNANT PARCEL INDUSTRIAL BLVD. NORTH
 FOR:
WOODLAND CREEK
 COUNTY PAULDING
 STATE OF GEORGIA
 CITY OF DALLAS
 LAND LOT(S) 55 & 90
 DISTRICT 2ND, 3RD SECTION

SHEET 2 OF 2
 DRAWN BY: FA
 CHECKED BY: FA
 FILE NO.: 19248.00A
 DATE: 03/10/26
 SCALE: 1"=100'

LEGAL DESCRIPTION – ROW DEDICATION EXHIBIT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 55 & 90, OF THE 2ND DISTRICT, 3RD SECTION, CITY OF DALLAS, PAULDING COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OR PARCEL CONTAINS 0.852 ACRES.

Plan View – Proposed subdivision street and right of way thru 0.852 acre parcel



Arch culverts



STAFF REPORT

MEETING DATE: 6/1/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

RESOLUTION 2026-18 Surety Bonds

REPORT/INFORMATION:

A resolution authorizing the use of surety bonds as a form of guarantees for performance and maintenance warranty on development contracts while an ordinance amendment is pending.

**RESOLUTION
RES 2026 - 18**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA APPROVING THE USE OF MAINTENANCE SURETY BONDS AS MAINTENANCE GUARANTEES FOR PUBLIC IMPROVEMENTS; AUTHORIZING THE CITY MANAGER AND DESIGNATED CITY OFFICIALS TO FINALIZE, ACCEPT, ADMINISTER, ENFORCE, AND RELEASE SUCH SECURITY CONSISTENT WITH THE UNIFIED DEVELOPMENT CODE; AUTHORIZING RELEASE OF RELATED PERFORMANCE GUARANTEES UPON SATISFACTION OF CONDITIONS; RECOGNIZING THAT A CONFORMING ORDINANCE AMENDMENT WILL BE FORTHCOMING TO CLARIFY AND AUTHORIZE ALTERNATIVE FORMS OF DEVELOPMENT SECURITY; AND FOR OTHER PURPOSES.

WHEREAS, the Unified Development Code of the City of Dallas, Georgia provides that a performance guarantee remains in full force and effect until released by written notice of the Mayor and Council;

WHEREAS, upon completion of bonded improvements, the Community Development Department is authorized to inspect the completed improvements, and the Mayor and Council may release the performance guarantee if the improvements have been completed to the satisfaction of the Community Development Department and a suitable maintenance guarantee has been provided;

WHEREAS, the UDC defines “maintenance guarantee” as any security which may be required and accepted by the City of Dallas to assure that necessary improvements will function as required for a specific period of time;

WHEREAS, the Mayor and Council desire to approve the use of maintenance surety bonds as an acceptable form of maintenance guarantee for public improvements required, accepted, or dedicated in connection with subdivisions, development plans, development approvals, permits, agreements, or other development projects within the City;

WHEREAS, the Mayor and Council further desire to authorize the City Manager, Community Development Director, Public Works Director, City Engineer, Finance Director, City Attorney, and their respective designees to finalize project-specific bond amounts, terms, surety qualifications, secured improvements, supporting documentation, and administrative acceptance procedures consistent with this Resolution and applicable City requirements;

WHEREAS, the Mayor and Council find that a maintenance surety bond, when approved as to form by the City Attorney and accepted by the City in accordance with this Resolution, may constitute suitable security to assure that accepted improvements will function as required during the applicable maintenance or warranty period;

WHEREAS, the Mayor and Council further recognize that a conforming ordinance amendment will be forthcoming for consideration to clarify and expressly authorize alternative forms of performance guarantees, maintenance guarantees, and related development security, including, without limitation, cash, escrow agreements, government securities, irrevocable letters of credit, surety bonds, and other equivalent security acceptable to the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dallas, Georgia as follows:

1. **Approval of Maintenance Surety Bonds.** The Mayor and Council hereby approve the use and administrative acceptance of maintenance surety bonds as an acceptable form of maintenance guarantee under the UDC for public improvements required, accepted, or dedicated in connection with subdivisions, development plans, development approvals, permits, agreements, or other development projects within the City, subject to the requirements and conditions stated in this Resolution.
2. **Administrative Finalization.** The City Manager, Community Development Director, Public Works Director, City Engineer, Finance Director, City Attorney, and their respective designees are authorized to review, finalize, approve, accept, maintain, enforce, draw upon, release, and administer maintenance surety bonds and related security documents consistent with this Resolution, the UDC, applicable City requirements, and the approved City bond form.
3. **Bond Amount and Secured Improvements.** The final bond amount, maintenance or warranty period, secured improvements, commencement date, expiration date, and related administrative terms may be determined and finalized administratively by the City Manager or designee, based upon applicable City Code requirements, the City-approved cost estimate, accepted improvements, project conditions, and the level of security reasonably necessary to protect the City.
4. **Minimum Bond Requirements.** Each maintenance surety bond accepted under this Resolution shall name the City of Dallas, Georgia as obligee; shall be executed by the developer or other responsible party as principal; shall be issued by a surety authorized to transact surety business in Georgia and financially acceptable to the City; shall include a valid power of attorney for the executing attorney-in-fact; shall be approved as to form by the City Attorney; and shall include such terms as the City determines necessary to secure correction, repair, replacement, restoration, inspection, engineering, administrative, legal, and related costs arising from defects, failures, or noncompliance affecting the accepted improvements.
5. **No Obligation to Accept Inadequate Security.** Nothing in this Resolution requires the City to accept any bond, surety, amount, form, or security document that is determined by the City Manager, City Attorney, Finance Director, Public Works Director, Community Development Director, City Engineer, or their designees to be insufficient, incomplete, unenforceable, financially inadequate, inconsistent with City requirements, or otherwise not in the best interest of the City.
6. **Release of Related Performance Guarantee.** Upon final inspection, written staff certification that the applicable improvements have been completed to the City's satisfaction, receipt and administrative acceptance of an approved maintenance surety bond or other acceptable maintenance guarantee, and City Attorney approval as to form, the Mayor and Council hereby authorize the related performance guarantee to be released by written notice executed by the City Manager, Community Development Director, Public Works Director, City Engineer, or their designee.
7. **Execution Authority.** The Mayor, City Manager, Community Development Director, Public Works Director, City Engineer, Finance Director, City Attorney, and their respective designees are authorized to execute and deliver such notices, acceptance forms, releases, demands, acknowledgments, and related documents as may be necessary or appropriate to carry out the intent of this Resolution.

- 8. **Forthcoming Ordinance Amendment.** The Mayor and Council acknowledge and support the preparation and presentation of a conforming ordinance amendment to clarify acceptable forms of development security and to address any existing Code or UDC provisions that may refer to cash-only security. The anticipated amendment is intended to allow, subject to City approval and approval as to form by the City Attorney, alternative forms of security including cash, escrow agreements, government securities, irrevocable letters of credit, surety bonds, and other equivalent security acceptable to the City. Nothing in this Resolution shall be construed to adopt the forthcoming ordinance amendment before formal consideration and action by the Mayor and Council.

- 9. **Effective Date.** This Resolution shall be effective immediately upon adoption.

SO RESOLVED this ____ day of _____, 2026.

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney



STAFF REPORT

MEETING DATE: 6/1/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment OA-2026-06 Bond Security

REPORT/INFORMATION:

An amendment to the UDC and the Code of Ordinances to allow the use of surety bonds for performance and maintenance warranty guarantees in development agreements. This aligns the City with the vast majority of other municipalities in Georgia that allow surety bonds and other forms of non-cash guarantees.

**ORDINANCE
AMENDMENT
OA-2026-06**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA TO AMEND THE UNIFIED DEVELOPMENT CODE AND CHAPTER 34 OF THE CODE OF ORDINANCES TO CLARIFY ACCEPTABLE FORMS OF PERFORMANCE GUARANTEES, MAINTENANCE GUARANTEES, WARRANTY SECURITY, AND RELATED DEVELOPMENT SECURITY; TO AUTHORIZE SURETY BONDS, IRREVOCABLE LETTERS OF CREDIT, CASH, ESCROW, GOVERNMENT SECURITIES, AND OTHER EQUIVALENT SECURITY ACCEPTABLE TO THE CITY; TO RESOLVE CONFLICTING CASH-ONLY SECURITY LANGUAGE; TO PROVIDE FOR REVIEW, ACCEPTANCE, ENFORCEMENT, AND RELEASE OF SECURITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Dallas, Georgia requires adequate security to ensure completion, acceptance, maintenance, correction, repair, replacement, and restoration of public improvements and other required development improvements;

WHEREAS, the City’s current development regulations contain provisions addressing performance guarantees, maintenance guarantees, warranty security, and subdivision improvement security;

WHEREAS, the Mayor and Council desire to clarify that acceptable security may include surety bonds, irrevocable letters of credit, cash, escrow agreements, government securities, and other equivalent security acceptable to the City;

WHEREAS, the Mayor and Council further desire to harmonize the Unified Development Code and Chapter 34 of the Code of Ordinances so that performance, completion, maintenance, and warranty security may be administered consistently and without cash-only conflicts;

WHEREAS, the Mayor and Council find that this Ordinance promotes the public health, safety, welfare, fiscal protection, infrastructure integrity, and orderly development of property within the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dallas, Georgia, and it is hereby ordained by authority of the same, as follows:

Section 1. Amendment to UDC Chapter XIII, Definitions.

Chapter XIII, Section 13.01, of the Unified Development Code is amended by deleting the existing definition of MAINTENANCE GUARANTEE and replacing it with the following:

MAINTENANCE GUARANTEE: Security required by the City and accepted by the City to assure that accepted, dedicated, or required improvements will function as required and will be maintained, repaired, corrected, replaced, or restored during the required maintenance or warranty period. A maintenance guarantee may include, without limitation, cash, cashier’s check, certified check, escrow agreement, government security, irrevocable letter of credit, surety bond, or other equivalent security approved as to form by the City Attorney and accepted by the City.

Chapter XIII, Section 13.01, of the Unified Development Code is further amended by deleting the existing definition of PERFORMANCE GUARANTEE and replacing it with the following:

PERFORMANCE GUARANTEE: Security required by the City and accepted by the City to guarantee construction, installation, completion, correction, closeout, and acceptance of required physical improvements according to approved plans, specifications, permits, development approvals, conditions of approval, and any applicable development or public improvements agreement. A performance guarantee may include, without limitation, cash, cashier’s check, certified check, escrow agreement, government security, irrevocable letter of credit, surety bond, or other equivalent security approved as to form by the City Attorney and accepted by the City.

Chapter XIII, Section 13.01, of the Unified Development Code is further amended by adding the following new definition:

DEVELOPMENT SECURITY: Any performance guarantee, maintenance guarantee, warranty security, completion security, or other financial assurance required by the City in connection with a development, subdivision, permit, plat, plan, approval, dedication, acceptance, or agreement.

Section 2. Amendment to UDC Section 11.03, Performance and Maintenance Guarantees.

UDC Section 11.03 is amended by deleting subsection 4(h) and replacing it with the following:

h) Any performance guarantee submitted under this section shall be for a period not to exceed two (2) years unless a shorter period is required by the City or a longer period is authorized by written agreement approved by the City Council. The Council may grant an extension of up to one (1) year for completion of the improvements, based upon a request by the developer and evidence justifying the request. The Council may secure a new estimate of the cost of the improvements from the City Engineer or other qualified professional. If the estimate has increased, the Council shall require an increase in the amount of the performance guarantee or require replacement or supplemental security acceptable to the City.

UDC Section 11.03 is further amended by deleting subsection 5 in its entirety and replacing it with the following:

5) PERFORMANCE GUARANTEES AND MAINTENANCE GUARANTEES.

- a) **Acceptable Forms of Security.** Any performance guarantee, maintenance guarantee, warranty security, or other development security required under this section shall be in a form acceptable to the City and approved as to form by the City Attorney. Acceptable forms of security may include, without limitation, cash, cashier’s check, certified check, escrow agreement, government security, irrevocable letter of credit, surety bond, or other equivalent security determined by the City Manager, Community Development Director, Public Works Director, City Engineer, or their designees to provide adequate protection to the City, consistent with this section and any standard forms approved by the City Attorney.
- b) **Administrative Acceptance.** Unless approval by the Mayor and Council is expressly required by this Code, a development agreement, an approved condition of zoning or development approval, or other applicable law, development security may be accepted administratively by the City Manager, Community Development Director, Public Works Director, City Engineer, or their designees, after approval as to form by the City Attorney.
 - (1) Administrative acceptance may occur when the City determines that the security complies with this section, the approved plans, permits, plats, conditions of approval, applicable City standard forms, and any applicable development or public improvements agreement.
 - (2) Administrative acceptance of development security shall be sufficient for purposes of final plat approval, final plat recording, permit issuance, inspections,

certificates of occupancy, replacement of prior security, or other administrative development authorization, as applicable.

- (3) Administrative acceptance shall not constitute acceptance of public improvements, acceptance of dedication, release of security, waiver of City standards, or approval of any deviation requiring Council action.
- c) Performance Guarantee to Remain Effective. A performance guarantee shall remain in full force and effect until released by written notice of the City. It shall be the responsibility of the developer to keep the performance guarantee current and not allow it to expire until all improvements secured by the performance guarantee have been completed, inspected, and accepted or approved for release by the City, and until any required maintenance guarantee or warranty security has been provided and accepted by the City.
 - d) Failure to Maintain Security. If a required performance guarantee, maintenance guarantee, warranty security, or other development security expires, is cancelled, is reduced without City approval, or otherwise ceases to provide security acceptable to the City, the City may withhold permits, inspections, certificates of occupancy, final plat approval or recordation, acceptance of improvements, release of other security, or other development authorization for the subdivision, project, phase, or section secured by the guarantee until acceptable replacement security is provided. Failure to provide replacement security may also be treated as a default under the applicable security instrument.
 - e) Release of Performance Guarantee. Upon completion of improvements secured by a performance guarantee, the developer shall request release from the Dallas Community Development Department. The Community Development Department, Public Works Director, City Engineer, or other authorized City official shall inspect or cause inspection of the completed improvements. If the improvements have been completed to the satisfaction of the City and a suitable maintenance guarantee or warranty security has been provided and accepted, the City Manager, Community Development Director, Public Works Director, City Engineer, or their designee may release the performance guarantee by written notice of the City. Release of the performance guarantee shall not constitute acceptance of public improvements, acceptance of dedication, waiver of City standards, or release of any maintenance or warranty obligation unless expressly stated in writing.
 - (1) Appeals of Development Security Determinations:
 - i. Before filing an appeal under Section 11.11, an applicant may request written administrative review by the City Manager of a staff determination regarding the amount, form, sufficiency, acceptance, replacement, default, or release of development security. The City Manager may affirm, modify, or reverse the staff determination. The City Manager's written determination shall constitute the final administrative decision for purposes of appeal under Section 11.11.
 - ii. Any person aggrieved by a final administrative decision of the Community Development Director, Public Works Director, City Engineer, City Manager, or their designee under this subsection may appeal such decision in accordance with Section 11.11, Administrative Appeals Procedure. The Zoning Board of Appeals shall hear and decide such appeal in its quasi-judicial capacity unless another appeal authority is expressly required by this Code or applicable law. Any further appeal shall be to the Superior Court of Paulding County as provided by Georgia law.
 - f) Maintenance Guarantee Required. As a condition of acceptance of improvements and release of the performance guarantee, the City shall require the developer to post a maintenance guarantee in an amount equal to fifteen percent (15%) of the cost of the improvements, or such greater amount as may be required by the City based on the nature

of the improvements and the risk of correction, repair, replacement, restoration, or maintenance.

- g) **Maintenance Period.** Unless a longer period is required by approved conditions, written agreement, or other applicable law, the maintenance guarantee shall remain in effect for a period of two (2) years from the date of written acceptance of the improvements by the City.
- h) **Minimum Security Requirements.** Any non-cash security shall:
 - (1) name the City of Dallas, Georgia as obligee or beneficiary;
 - (2) be payable or drawable by the City without requiring developer consent;
 - (3) remain effective until written release by the City;
 - (4) prohibit cancellation, expiration, reduction, or nonrenewal without at least sixty (60) days' prior written notice to the City and acceptance of replacement security;
 - (5) authorize use of proceeds for completion, correction, maintenance, repair, replacement, restoration, inspection, testing, engineering, legal, administrative, procurement, mobilization, and related costs;
 - (6) provide that the developer remains liable for costs exceeding the amount of the security; and
 - (7) include such other terms as the City Attorney, City Manager, Community Development Director, Public Works Director, or City Engineer may require to protect the City.
- i) **Surety Bond Requirements.** Any surety bond shall be issued by a surety authorized to transact surety business in the State of Georgia and shall include a valid power of attorney for the executing attorney-in-fact. The City may require evidence that the surety is listed on U.S. Treasury Circular 570, rated A.M. Best A- VII or better, or otherwise financially acceptable to the City.
- j) **Irrevocable Letter of Credit Requirements.** Any irrevocable letter of credit shall be issued by a financial institution acceptable to the City, shall be payable upon demand by the City, shall not require consent of the developer or any third party, and shall include automatic renewal or replacement-security provisions acceptable to the City Attorney.
- k) **No Implied Release.** No inspection, approval, certificate of completion, certificate of occupancy, acceptance of dedication, recordation of plat, passage of time, sale of lots, or partial use of improvements shall release any performance guarantee, maintenance guarantee, warranty security, or other development security unless the City issues a written release.

Section 3. Conforming Amendment to Chapter 34-23(a)(4).

Chapter 34, Article II, Section 34-23(a)(4), concerning submission of the final plat after completion of physical development or proper arrangements for same, is amended by adding the following sentence at the end of subsection (a)(4):

For purposes of this subsection, "proper arrangements" may include a performance guarantee, maintenance guarantee, warranty security, or other development security accepted by the City in accordance with the Unified Development Code and approved as to form by the City Attorney.

Section 4. Amendment to Chapter 34-23(g), Security for Completion and Maintenance of Improvements.

Chapter 34, Article II, Section 34-23(g), concerning surety for completion of improvements, is deleted in its entirety and replaced with the following:

- (g) Security for completion and maintenance of improvements.

- (1) Authority to require and accept security. In lieu of completion of required improvements in a subdivision before final plat approval, final plat recording, acceptance, or other development approval, the City may require and accept security in an amount and form sufficient to secure the construction, installation, completion, correction, maintenance, repair, replacement, restoration, and acceptance of required improvements and utilities. Development security may be accepted administratively by the City Manager, Community Development Director, Public Works Director, City Engineer, or their designees, after approval as to form by the City Attorney, unless Council approval is expressly required by this chapter, the UDC, a development agreement, approved condition, or other applicable law.
- (2) Acceptable forms of security. Acceptable forms of security may include, without limitation, cash, cashier's check, certified check, escrow agreement, government security, irrevocable letter of credit, surety bond, or other equivalent security acceptable to the City and approved as to form by the City Attorney.
- (3) Amount and conditions. Security shall be in an amount determined by the City to be sufficient to cover the estimated cost of the required improvements, together with such contingency, administrative, engineering, inspection, testing, legal, mobilization, restoration, and related costs as the City may require. Unless otherwise approved by the City Council, preconstruction performance security shall be one hundred thirty-five percent (135%) of the estimated total construction and installation costs for the secured improvements. The security shall include conditions satisfactory to the City and shall require completion of the improvements within the time period approved by the City. The approved time period may be extended for good cause if approved by the City.
- (4) Required improvements. Security may be required for all public or required improvements that are the responsibility of the developer or subdivider, including streets, curb and gutter, sidewalks, drainage facilities, stormwater facilities, water facilities, sanitary sewer facilities, streetlights, signage, striping, landscaping within public areas or rights-of-way, erosion and sediment control, restoration, final asphalt pavement topping, and related improvements.
- (5) Release. No security accepted under this subsection shall be released except by written release of the City. The City may condition release of performance security upon completion of the secured improvements, inspection and acceptance by the City, payment of all required fees and costs, and posting of any required maintenance guarantee or warranty security in accordance with the Unified Development Code and this chapter.
- (6) Maintenance guarantee or warranty security. Following completion and acceptance of improvements, the City may require a separate maintenance guarantee or warranty security in the amount, form, and duration required by the Unified Development Code, this chapter, approved conditions, or written agreement approved by the City.
- (7) Default. If construction, installation, completion, correction, maintenance, repair, replacement, restoration, or acceptance of any secured improvement is not completed within the time required, is not performed in accordance with applicable standards, or is not maintained or repaired during the required maintenance or warranty period, the City may draw upon, demand payment under, enforce, or otherwise use the security to complete, correct, maintain, repair, replace, restore, inspect, test, engineer, administer, or accept the improvements. The City may perform such work with City forces or by contract. If the security is insufficient, the developer or subdivider remains liable to the City for all costs exceeding the amount of the security.
- (8) Non-cash security. Any non-cash security shall name the City of Dallas, Georgia as obligee or beneficiary, shall be payable or drawable by the City without developer consent, shall remain effective until written release by the City, and shall prohibit cancellation, expiration, reduction, or nonrenewal without at least sixty (60) days' prior written notice to the City and acceptance of replacement security.

(9) Relationship to UDC. Security required under this subsection shall be administered consistently with the performance guarantee and maintenance guarantee provisions of the Unified Development Code. In the event of conflict, the more protective City requirement shall control unless otherwise prohibited by law.

Section 5. Amendment to Chapter 34-26(n), Maintenance Guarantee, Warranty, and Final Inspection.

Chapter 34, Article II, Section 34-26(n), concerning two-year warranty and final inspection, is deleted in its entirety and replaced with the following:

(n) Maintenance guarantee; warranty; final inspection. Developers of nonprivate subdivisions within the city shall provide the City with a maintenance guarantee or other warranty security for infrastructure required to be installed by this article, including streets, curb and gutter, water, sanitary sewer, storm sewers, signage, and related improvements. The amount, form, duration, release, and enforcement of such maintenance guarantee or warranty security shall be governed by the Unified Development Code, unless a written development agreement approved by the City Council requires greater security.

The developer shall compensate the City for the cost of performing a final acceptance and public dedication inspection of the infrastructure improvements set forth in this article. The compensation shall be based on a fee of \$50.00 per lot with a minimum fee of \$2,500.00 and must be paid prior to the final acceptance and dedication inspection. The City shall have the right to use its own employees or to hire a certified engineering firm to perform the final acceptance and dedication inspection.

Section 6. Standard Forms and Administrative Implementation.

The City Manager, Community Development Director, Public Works Director, City Engineer, and City Attorney are authorized to develop, maintain, and require standard forms for performance guarantees, completion bonds, maintenance guarantees, warranty bonds, escrow agreements, irrevocable letters of credit, surety bonds, release letters, demand notices, and related security documents consistent with this Ordinance.

Section 7. No Waiver of Other Requirements.

Acceptance of any development security shall not waive, modify, or reduce any requirement for plan approval, permit issuance, inspection, testing, engineering certification, as-built drawings, record drawings, easements, dedications, maintenance obligations, warranty obligations, fees, or compliance with applicable City standards unless expressly approved in writing by the City.

Section 8. Repealer.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 9. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 10. Effective Date.

This Ordinance shall become effective immediately upon adoption by the Mayor and Council.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, THIS THE _____ DAY OF _____, 2026.

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney