



City Council Regular Meeting

Monday, September 08, 2025

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

Shannon Gordon, Main Street Manager & Amber Whisner, Business Development Director: Award for Dogs Day Out

Nick Patel: Sunday Alcohol Sales Hours

MINUTES APPROVAL

- [1.](#) Monday, August 4, 2025, Regular Meeting Minutes

CONSENT AGENDA

- [2.](#) Amend Schedule of Fees to include various Alcohol Permit fees
- [3.](#) Capital Equipment Purchase: Grasshopper Power Unit; Model 940G3 with attachments and 61" power fold deck 3661PF for a total amount of \$32,865.62
- [4.](#) Approval of Clock Face and Striker Repair-New City Hall

OLD BUSINESS

- [5.](#) Second Read: Ordinance Amendment OA-2025-04 Alcoholic Beverages; to limit the density of retail package stores within the city limits.

NEW BUSINESS

- [6.](#) First Read: Ordinance Amendment OA-2025-05; Noise.

ADDITIONAL/COMMENTS

ADJOURNMENT



City Council Regular Meeting

Monday, August 04, 2025

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

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MINUTES

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 approve the Monday, July 7, 2025, Regular Meeting Minutes.

Motion made by Councilmember Cochran, Seconded by Councilmember Carter.

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 Henson, Seconded by Councilmember Arnold.

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

2. Proclamation: PROC 2025-06 Safe Digging Day, August 11, 2025
3. City of Dallas Elections Contract 2025 with Paulding County

4. Surplus Vehicle #84 – 2016 Black Ford Explorer, Vin #1FM5K8AR1GGA86329, Milage 116,501
5. Special Event Permit for PCHS Homing Parade on 09/10/2025 and to provide support for security and road closures
6. Capital Equipment Purchase: O'Brien – 7040-SC high pressure sewer jet cleaner for a total amount of \$113,554.73
7. Capital Equipment Purchase: Kubota RTVX4-SKLH-1 - 4x4 Utility Vehicle for a total amount of \$19,669.48

OLD BUSINESS

None

NEW BUSINESS

8. Motion to approve the Governor's Office of Highway Safety Coordinator Grant which reimburses funds up to \$29,225.76 per year.

Motion made by Councilmember Alls, Seconded by Councilmember Carter.

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

9. Motion to approve the Watson Government Complex: 240-280 Constitution Blvd Sign Permit.

Motion made by Councilmember Cochran, Seconded by Councilmember Henson.

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

10. First Read: Ordinance Amendment OA-2025-04 Alcoholic Beverages; to limit the density of retail package stores within the city limits

ADDITIONAL/COMMENTS

None

ADJOURNMENT

Motion to adjourn.

Motion made by Councilmember Arnold, Seconded by Councilmember Alls.

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

Mayor, L. James Kelly

Date

City Clerk, Tina Clark

Date



STAFF ACTION ITEM

MEETING DATE: September 8, 2025

PRESENTED BY: Michael Hester, Chief Marshal

AGENDA ITEM DESCRIPTION (Agenda Content):
Addition of new fees to the schedule of fees

REPORT/INFORMATION:

Addition of new fees to the schedule of fees

Registered agent / managing agent replacement fee \$100

Transfer of location fee \$100

wine tasting permit \$500

Home Brew Special Event \$100



STAFF ACTION ITEM

MEETING DATE: 09/08/2025

TITLE: Capital Equipment Purchase: Grasshopper Power Unit; Model 940G3 with attachments and 61” power fold deck 3661PF

PRESENTED BY: Brandon Rakestraw – Public Works Director

AGENDA ITEM DESCRIPTION (Agenda Content):

Capital Equipment Purchase: Grasshopper Power Unit; Model 940G3 with attachments and 61” power fold deck 3661PF

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

\$32,865.62

INFORMATION:

Request Council Approval:

(GA State Contract) Purchase (1) one: Grasshopper Power Unit; Model 940G3 with attachments and 61” power fold deck 3661PF from Morige Mfg. Inc. for a total amount of \$32,865.62

Attachment List:

- Counterweight Kit 503219+503220; Tweels 533539; ROPS 533550; Tire & Wheel Assembly semi-pneumatic 603976-2; AERA vator 60” 533452; Remote Vac 503078; Duel-Fork Tail Wheels 503276; Powervac Model 25 503561; Mount kit 503214; Lever Hopper 503173; Vac Drive 833686; Edge EZE 533137, 605860

Purchase is budgeted within Park Department

Grasshopper QuikQuote #2745N00247



Item 3.

Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Gavin Dobson
P: (620) 345-8621

Gavin Dobson

Quoted for
City of Dallas GA
129 Memorial Dr
Dallas, GA 30132
E: gstanifer@dallas-ga.gov
P: (404)918-5340



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 940G3 with 3661PF

Quoted: Aug 22, 2025

GA State Contract

Contract ID: #99999-001-SPD0000177-0019

Contract Period:

06/01/2022-05/31/2026

Power Unit & Deck

	List	Contract
Model 940G3 (532186) 993cc Vanguard Big Block EFI gasoline engine with Electronic Throttle Control; "no-gears" G3 pump-and-wheel-motor transmission; Hydraulic Deck Lift; Premier Suspension Seat; integrated multi-point suspension with shock-absorbing footrest	\$18,140.00	\$13,514.30
3661PF - 61" w/ PowerFold (532810)	\$4,830.00	\$3,598.35

List Total: \$25,484.60

Contract: \$18,986.03

Grand Total: \$18,986.03

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:
C: Grande Dinero

Wholegoods

	List	Contract
503219+503220 - Counterweight Kit - 100 lb. with mount kit (Two 50-lb. weights included)	\$605.00	\$450.73
533539 - Tweels - 24 x 12-12 - Set of 2 (in lieu)	\$1,330.00	\$990.85
533550 - Foldable ROPS w/ Seatbelt	\$180.00	\$134.10

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Parts (1X-4X, KU, 6X-9X)

	List	Contract
603976-2 -Puncture Proof Semi-Pneumatic Tire & Wheel Assembly (QTY 2)	\$399.60	\$0.00

Grasshopper QuikQuote #2745N00236



Item 3.

Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Gavin Dobson

P: (620) 345-8621

Gavin Dobson

Quoted for
City of Dallas GA
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Dallas, GA 30132
E: gstanifer@dallas-ga.gov
P: (404)918-5340



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 940G3 with 3661PF

Quoted: Aug 21, 2025

GA State Contract

Contract ID: #99999-001-SPD0000177-0019

Contract Period:
06/01/2022-05/31/2026

Implements

	List	Contract
533452 -AERA-vator - 60" - includes cart	\$8195.00	\$6105.28

List Total: \$8,195.00

Contract: \$6,105.28

Grand Total: \$6,105.28

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

C: Grande Dinero

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Grasshopper QuikQuote #2745N00239



Item 3.

Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
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Models may be shown with optional equipment that may or may not appear on your specific quote

Model 940G3 with 3661PF

Quoted: Aug 21, 2025

GA State Contract

Contract ID: #99999-001-SPD0000177-0019

Contract Period:
06/01/2022–05/31/2026

Implements

	List	Contract
503078 –Remote Vac?	\$2795.00	\$2082.28

List Total: \$2,795.00

Contract: \$2,082.28

Grand Total: \$2,082.28

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

C: Grande Dinero

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Grasshopper QuikQuote #2745N00238



Item 3.

Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Gavin Dobson

P: (620) 345-8621

Gavin Dobson

Quoted for
City of Dallas GA
129 Memorial Dr
Dallas, GA 30132
E: gstanifer@dallas-ga.gov
P: (404)918-5340



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 940G3 with 3661PF

Quoted: Aug 21, 2025

GA State Contract

Contract ID: #99999-001-SPD0000177-0019

Contract Period:
06/01/2022-05/31/2026

Wholegoods

	List	Contract
503276 – Wide-Stance, Dual-Fork Tail Wheels	\$860.00	\$640.70

List Total: **\$6,201.70**

Contract: **\$4,620.27**

Grand Total: **\$4,620.27**

Powervac – Model 25 Fixed-Mount

	List	Contract
503561 –Mount Kit for Model 25 Collectors - AIR-COOLED 700 / 900 Series	\$410.00	\$305.45
503214 –Model 25 Lever-Actuated Hopper without mount for 700 & 900 Series	\$2810.00	\$2093.45
503173 –Vac Drive 361 - w/ Med. Lift blades - fits 3461 & 3661 decks	\$1645.00	\$1225.53
833686 –Exhaust Extension Kit - 700BT/937G3	\$17.15	\$12.78

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

C: Grande Dinero Quote includes only 2 - 603976 as 2 would be ordered with tractor quote.

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Parts (1X-4X, KU, 6X-9X)

	List	Contract
603976-2 –Puncture Proof Semi-Pneumatic Tire & Wheel Assembly (QTY 2)	\$399.60	\$0.00
606900 –Vac Liner Kit	\$59.95	\$44.66

Grasshopper QuikQuote #2745N00244

Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Quoted by
Gavin Dobson

P: (620) 345-8621

Quoted for
City of Dallas GA
129 Memorial Dr
Dallas, GA 30132
E: gstanifer@dallas-ga.gov
P: (404)918-5340



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 900D-1.3L with 3661PF

Quoted: Aug 21, 2025

GA State Contract
Contract ID: #99999-001-SPD0000177-0019
Contract Period:
06/01/2022–05/31/2026

Implements

	List	Contract
533137 –Edge-EZE - Electric Lift	\$1340.00	\$998.30

List Total: **\$1,438.60**

Contract: **\$1,071.76**

Grand Total: **\$1,071.76**

Parts (1X–4X, KU, 6X–9X)

	List	Contract
605860 –Edge-Eze Wiring Harness Y-Adapter Kit	\$98.60	\$73.46

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

C: Grande Dinero

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Legal Opinion: Sole Source Procurement Exception for Historic Courthouse Clock Tower Restoration

MEMORANDUM

TO: Kendall Smith, City Manager; Mayor and City Council
 FROM: Darrin Keaton, City Attorney
 DATE: September 3, 2025
 RE: ***Sole Source Procurement Exception for Courthouse Clock Tower Restoration \$68,000 Service Contract with Optional \$40,000 Striker Replacement from The Tower Clock Company***

Executive Summary

Based on my review of City of Dallas, Georgia Ordinance Section 226(9) and applicable Georgia law, the proposed \$68,000 clock tower restoration contract with **The Tower Clock Company of South Charleston, Ohio** qualifies for the sole source procurement exception and does not require competitive bidding. Additionally, the optional \$40,000 striker replacement also qualifies under the same sole source exception. Both services can proceed with Mayor and Council approval.

Legal Analysis

Ordinance Section 226(9) Exception

Dallas, Georgia Ordinance Section 226(9) provides an exception to the mandatory bidding requirement for purchases over \$30,000 when procuring "goods or services which can be obtained from only one source". This exception aligns with Georgia state law governing sole source procurements.

Georgia State Law

Under O.C.G.A. § 36-91-2, "sole source" means "those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service,

or construction item". This definition requires a written determination that establishes the uniqueness of the procurement situation.

Sole Source Justification for Clock Tower Restoration and Striker Replacement

The \$68,000 courthouse clock tower restoration and optional \$40,000 striker replacement with The Tower Clock Company qualifies as a sole source procurement for the following reasons:

The Tower Clock Company's Unique Qualifications

The Tower Clock Company of South Charleston, Ohio is nationally recognized as one of only a handful of specialists capable of performing authentic historic tower clock restoration and striker mechanisms. The company's credentials include:

- **Third-generation expertise:** Founded in 1984 by Phil Wright, a third-generation carpenter and machinist specializing in antique tower clocks from the mid-1800s to 1900s.
- **National recognition:** Designated as the Preservation Consultant and Repairman for The Henry Ford Museum Tower Clock Collection.
- **Federal project experience:** Recently entrusted by the U.S. Army Corps of Engineers to restore the Rock Island Army Arsenal tower clock, listed on the National Register of Historic Places.
- **Historic manufacturer expertise:** Specializes in major manufacturers including E. Howard, Seth Thomas, A.S. Hotchkiss, and Nels Johnson Century clocks.

Specialized Nature of Historic Clock and Striker Restoration

Historic courthouse clock tower restoration and striker mechanism replacement requires highly specialized expertise that is extremely limited nationwide. The work involves:

- Restoration of antique mechanical movements from the mid-1800s to early 1900's.
- **Striker mechanism expertise:** Custom fabrication and installation of striking mechanisms that must be precisely calibrated with the clock movement for proper hourly chiming.
- Custom fabrication of replacement parts for obsolete components using historical methods.
- Preservation techniques that maintain historical authenticity while ensuring functionality.
- Specialized cleaning processes using mild solvents and hand techniques to preserve original markings.

Extremely Limited Pool of Qualified Providers

Research confirms that tower clock restoration is performed by fewer than 30 companies nationwide, with only a handful specializing in authentic historic preservation and striker mechanisms. The National Association of Watch and Clock Collectors lists The Tower Clock Company as one of only three Ohio-based specialists capable of "adjustments, annual maintenance, and complete restoration" of historic tower clocks and their associated striking systems.

The company's recent work demonstrates their unique qualifications for both clock restoration and striker mechanisms:

- Restoration of the 153-year-old Rock Island Arsenal clock, described by Wright as having "unbelievable workmanship" and "the best painstaking workmanship ever"
- Experience with one-of-a-kind designs requiring custom solutions for unique specifications.
- Capability to handle complex projects involving over 800 individual clock components and associated striking mechanisms.

Geographic and Practical Reality

The City's search identified The Tower Clock Company as the only available provider capable of performing both the specialized clock restoration service and the striker replacement. This reflects the reality that:

- Authentic historic tower clock restoration and striker mechanisms require specific expertise with 19th-century manufacturing techniques.
- The work demands on-site assessment and specialized handling of heavy antique components^[53]
- Only a few companies nationwide possess the necessary combination of machinist skills, carpentry expertise, and historical knowledge for both clock movements and striking systems.

Pricing Reasonableness

Clock Restoration - \$68,000

The \$68,000 cost for clock restoration appears reasonable based on The Tower Clock Company's specialized expertise and comparable projects. The company's recent federal contract work and national recognition support the pricing structure for this level of specialized historic preservation work.

Striker Replacement - \$40,000

The additional \$40,000 for striker replacement represents reasonable pricing for this specialized component work, considering:

- Striker mechanisms require custom fabrication to match the original clock's specifications.
- The work involves precise mechanical calibration with the restored clock movement.
- Replacement strikers must be crafted using period-appropriate materials and techniques to maintain historical authenticity.
- The specialized nature of this work limits it to the same qualified providers as the clock restoration.

The combined total of \$108,000 for both services falls within the range of similar comprehensive historic tower clock restoration projects nationwide.

Required Approval Process

Under both the City ordinance and Georgia law, the sole source procurement requires:

1. **Written Determination:** This memorandum serves as the required written determination that only one source exists for these specialized services.
2. **Mayor and Council Approval:** The governing authority must approve the sole source determination and authorize the contract(s).
3. **Documentation:** Maintain records of the sole source justification and procurement process.

Recommendation

I recommend that the Mayor and Council approve the sole source procurement for both the courthouse clock tower restoration service (\$68,000) and the optional striker replacement (\$40,000) with **The Tower Clock Company of South Charleston, Ohio**. Both procurements satisfy the requirements of Ordinance Section 2-226(9) and Georgia law because:

- The Tower Clock Company possesses unique qualifications as a nationally recognized specialist in historic tower clock restoration and striker mechanisms
- The company is one of fewer than 30 nationwide specialists.
- The specialized nature of authentic 19th-century clock and striker restoration severely limits available qualified sources

- The company's federal contract experience and museum designation demonstrate their unique expertise.
- The pricing for both services appears reasonable for this level of specialized historic preservation work.
- Both services require the same specialized expertise and can be efficiently coordinated under a single contract.

The City has fulfilled its due diligence in seeking qualified providers and the sole source determination is legally justified under both local ordinance and state law for both the clock restoration and striker replacement services.

Please contact me if you need any additional information or documentation for the Mayor and Council's consideration of this matter.

A handwritten signature in black ink, appearing to read "Darrin Keaton", written over a horizontal line.

Darrin Keaton



The Tower Clock Co.

10340 Columbus-Cincinnati Rd. (937) 605-1904 South Charleston, Ohio 45368

email: phil@thetowerclockcompany.com
website: thetowerclockcompany.com

Phil Wright, Owner

City of Dallas
129 E. Memorial Drive
Dallas, Georgia 30132-4200

June 15, 2025

PROPOSAL

4 New Backlit Tower Clock Dials

1. Removal of the old dials, which may need to be removed from the outside of the building with the use of scaffolding or a crane, at owners' expense.
2. The old hands and dial gear assemblies will be removed from the old dials.
3. New custom laser cut dials will be made of ¼ inch thick aluminum, skeleton type dials (2 original styles to choose from).
4. The dials will be made in 4 pieces and will have a 2-inch flange welded on the inside for strength. This design allows for the dials to have a 90-degree edge to drill the mounting for the white acrylic material and gaskets.
5. The dials will be styled from patterns I have of the original E. Howard tower clock dials.
6. The new dial sections will be powder -coated satin black.
7. The dial glass inserts will be ¼ inch white acrylic sheet.



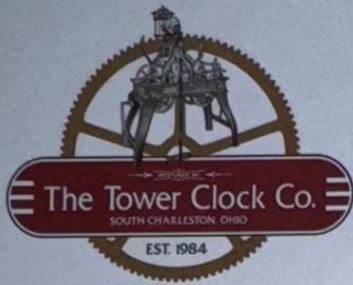
The Tower Clock Co.

10340 Columbus-Cincinnati Rd. (937) 605-1904 South Charleston, Ohio 45368

email: phil@thetowerclockcompany.com
website: thetowerclockcompany.com

Phil Wright, Owner

8. The dial glass will be cut to fit the dial sections allowing for expansion and contraction
9. The dial glass will be installed onto the new skeleton dials with 3/16-inch-thick neoprene gaskets, rather than caulking or glazing. This allows the dial glass to be easily removed for maintenance reasons.
10. The custom-made stainless-steel fasteners will be used to secure the dial glass to the dials.
11. All other hardware used will be aluminum or stainless steel.
12. The new hands will be styled to match tower clock hands of the late 1800's, I can provide you several choices of styles to choose from.
13. The dials will be made to fit the inside diameter of the brick opening, which will mean the new dials will be considerably larger than what you have now.
14. The black metal surround and inside framing that was used to decrease the dial diameter will be removed and disposed of.
15. The new hands will be made of $\frac{3}{4}$ inch thick #1 Sugar Pine, tapered to $\frac{3}{8}$ inch thick at their outer edges. They will be sanded smooth and then primed and painted with 6 or more coats of Sherwin-Williams Emerald Exterior Satin Black. (number of coats depends upon what it takes to get the hands smooth).
16. New Brass counterbalance rods and weights will be made and installed on the hands. The hands will be precisely balanced.
17. The dial gear assemblies, cluster gear assembly and universal joints will be completely restored, they will be disassembled, cleaned and



The Tower Clock Co.

10340 Columbus-Cincinnati Rd. (937) 605-1904 South Charleston, Ohio 45368

email: phil@thetowerclockcompany.com
website: thetowerclockcompany.com

Phil Wright, Owner

deburred. The cast iron pieces will then be primed and painted their original colors. All wheels, pinions and shafts will be repaired, polished and sealed.

18. New gaskets will be made to seal the dial gear assemblies to the new acrylic dial glass.

19. Heavy duty fasteners will be fabricated to secure the new dials to the building.

20. All parts will be assembled and installed, the four dials will be synchronized, set to the correct time and started.

Please Note:

This proposal does not include the repair or restoration of your #0 E. Howard Special Striker Tower Clock mechanism. We were unable to inspect the mechanism at the time we were on site. For a comparison, the last restoration/preservation we did on a E. Howard #0 Special Striker was \$40,000.00 in 2016. This price will still be good, should you want to a restoration on your #0 E. Howard Special Striker mechanism.

Cost per Dial: \$17,000.00 x 4

Total Cost 4 Dials: \$68,000.00

5-year guarantee on all parts and labor

30% of cost due at start of job for materials/supplies/travel



The Tower Clock Co.

10340 Columbus-Cincinnati Rd. (937) 605-1904 South Charleston, Ohio 45368

email: phil@thetowerclockcompany.com

website: thetowerclockcompany.com

Phil Wright, Owner

If you have any questions, please call or text me at 937-605-1904.

Thank you,

A handwritten signature in cursive script that reads "Phil Wright".

Phil Wright

Owner of The Tower Clock Company











STAFF REPORT

MEETING DATE: September 8, 2025

PRESENTED BY: Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment OA-2025-04

REPORT/INFORMATION:

Amend Chapter 4 – Alcoholic Beverages; to limit the density of retail package stores within the city limits.

**ORDINANCE
AMENDMENT
NO. OA - 2025 – 04**

AN ORDINANCE TO AMEND CHAPTER 4 – ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS, GEORGIA, TO LIMIT THE DENSITY OF RETAIL PACKAGE LIQUOR STORES WITHIN THE CITY LIMITS; TO PROVIDE FOR FINDINGS; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR COMPLIANCE WITH EXISTING LICENSES; TO PROVIDE FOR ENFORCEMENT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Charter of the City of Dallas, Georgia empowers the Mayor and Council to adopt ordinances to provide for rules and regulations concerning the sale of alcoholic beverages within the City of Dallas, Georgia and for the safety, health, and welfare of the citizens of the City of Dallas, Georgia; and

WHEREAS, pursuant to O.C.G.A. § 3-3-2, local governing authorities have broad discretionary powers to regulate the manufacturing, distribution, and selling by wholesale or retail of alcoholic beverages within their jurisdictions; and

WHEREAS, the City of Dallas desires to establish reasonable and ascertainable standards for the regulation and control of alcoholic beverages in a manner designed to promote the health, safety, and general welfare of the community; and

WHEREAS, the Mayor and Council of the City of Dallas, Georgia have determined that limiting the density of retail package liquor stores within the city limits is necessary to prevent the proliferation of such establishments and to protect the public health, safety, and welfare of the citizens; and

WHEREAS, the Mayor and Council find that this ordinance will promote the orderly development of commercial areas 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 the authority thereof:

SECTION I - NEW ORDINANCE

That the following ARTICLE X shall be added to Chapter 4 of the Dallas Code of Ordinances as follows:

Chapter 4 – ALCOHOLIC BEVERAGES –

...

ARTICLE X. - RETAIL PACKAGE LIQUOR STORE DENSITY

Sec. 4-118. – Findings.

The Mayor and Council of the City of Dallas, Georgia hereby find and declare that:

A. Scientific Evidence Supporting Density Limitations

1. **Public Health Research:** The Community Preventive Services Task Force, based on a systematic review of 39 studies, as well as recent studies by academic institutions found strong evidence that greater alcohol outlet density is associated with increased excessive alcohol consumption and related harms, including medical harms, injury, crime, and violence.
2. **Crime Reduction:** Research published in the Drug and Alcohol Review Journal demonstrates that areas with higher densities of alcohol outlets experience significantly higher rates of violent crime, with some studies showing a positive correlation between liquor store density and youth homicides among individuals aged 13-24.
3. **Community Safety:** Studies conducted by the University of California, Riverside found that reducing alcohol outlet density can provide significant relief from violence in and around neighborhood outlets, with each additional outlet license per 1,000 population associated with measurable increases in crime rates.
4. **Public Health Benefits:** The American Journal of Preventative Medicine has documented that alcohol outlet density regulation is an effective public health strategy, with communities implementing density control policies reporting measurable reductions in alcohol-related problems.

B. Municipal Authority and Comparable Ordinances

1. **State Law Authority:** Georgia law specifically grants municipalities broad authority under O.C.G.A. § 3-3-2 to regulate alcohol sales, including the power to limit the number and density of retail outlets.
2. **Comparable Municipal Practices:** Other Georgia municipalities have successfully implemented similar density limitations, including Fayetteville, Oakwood, Lilburn, Statesboro, and East Point.

C. Community Protection Rationale

1. **Preventing Oversaturation:** Limiting liquor store density prevents the oversaturation of alcohol outlets that can lead to increased accessibility and consumption, particularly among vulnerable populations.
2. **Neighborhood Character:** Excessive concentrations of liquor stores can negatively impact neighborhood character, property values, and the overall business environment.
3. **Youth Protection:** High-density alcohol outlet areas are associated with increased underage drinking and related problems, requiring proactive measures to protect minors.
4. **Economic Development:** Balanced alcohol outlet distribution supports diverse economic development rather than creating areas dominated by alcohol sales.

Sec. 4-119. - Definitions

For the purposes of this section, the following definitions shall apply:

"Retail Package Liquor Store" or "Liquor Store" means any retail establishment that derives fifty percent (50%) or more of its gross revenue from the sale of distilled spirits, wine, or malt beverages in unbroken packages for consumption off the premises.

"Population" means the most recent official population count for the City of Dallas, Georgia as determined by the United States Census Bureau decennial census or the most recent American Community Survey estimate published by the United States Census Bureau.

"Density Calculation" means the mathematical determination of the number of retail package liquor stores per capita within the city limits, calculated by dividing the total number of licensed retail package liquor stores by the current population and multiplying by 10,000.

"Existing License" means any valid retail package liquor store license issued by the City of Dallas, Georgia that is in effect on the effective date of this ordinance.

Sec. 4-120 – Liquor Store Density Limitation

A. Population-Based Limitation

No more than one (1) retail package liquor store license shall be issued for every ten thousand (10,000) residents of the City of Dallas, Georgia. The total number of retail package liquor store licenses that may be issued at any time shall be calculated by dividing the current population of the City of Dallas by 10,000 and rounding down to the nearest whole number.

B. Calculation Method

1. The Marshal's Office shall calculate the maximum number of permitted retail package liquor stores annually based on the most recent population data available.
2. If the City's population is less than 10,000, no more than one (1) retail package liquor store license may be issued.
3. Population calculations shall be updated annually using the most recent official population estimates available from the Atlanta Regional Commission Census of data for 2025 or any such future census data. In the event the Atlanta Regional Commission does not publish census data, then the calculation required herein shall use the most recent data published by the United States Census Bureau.

C. Application of Limitations

1. This density limitation shall apply to all new applications for retail package liquor store licenses submitted after the effective date of this ordinance.
2. If the number of existing retail package liquor stores exceeds the population-based limitation on the effective date of this ordinance, no new licenses shall be issued until the number falls below the limitation through natural attrition.
3. Existing licenses that are surrendered, revoked, or allowed to expire shall count toward the density calculation and may be reissued in accordance with this ordinance.
4. The limitations imposed by this section shall be in addition to all other requirements specified in Sec. 8.27 of the City of Dallas UDC, and in Chapter 4 of this Code including, without limitation, the distance requirements imposed in sections 4-30, 4-70 and 4-80.

Sec. 4-121 – Compliance with existing licenses

A. Grandfathering Provision

All retail package liquor store licenses validly issued and in effect on the effective date of this ordinance shall be deemed to be in compliance with this ordinance and may continue to operate and renew their licenses in accordance with all other applicable provisions of Chapter 4 of the Code of Ordinances.

B. Transfer and Renewal

1. Existing licenses may be renewed in accordance with the standard renewal procedures set forth in Chapter 4 of the Code of Ordinances.
2. Existing licenses may be transferred to new owners at the same location, subject to all other applicable requirements of Chapter 4 of the Code of Ordinances.
3. An existing license that is surrendered, revoked, or allowed to expire may be reissued for the same location or a different location, subject

to the density limitations set forth in this ordinance. This is in addition to any change in use, relocation and/or rezoning requirements of the City of Dallas UDC including the requirements in Sec. 8.27 of the UDC.

Sec. 4-122 – Enforcement and Administration

A. Administrative Authority

The City Marshal's Office shall be responsible for administering and enforcing the provisions of this ordinance in accordance with Chapter 4 of the Code of Ordinances.

B. Application Review Process

1. In addition to zoning and business licensing requirements found in the City's Code of Ordinances and/or UDC, all applications for new retail package liquor store licenses shall include a density compliance certification from the Marshal's Office.
2. The Marshal's Office shall maintain current records of all issued retail package liquor store licenses and the calculated population-based limitations.
3. No new license application shall be approved if issuing the license would exceed the density limitations established in this ordinance.

C. Reporting Requirements

The Marshal's Office shall provide an annual report to the Mayor and Council regarding the number of retail package liquor stores licensed within the city and compliance with the density limitations established herein.

Sec. 4-123. – Exceptions and Special Circumstances

A. Temporary Licenses

This ordinance shall not apply to temporary licenses or special event permits issued in accordance with Chapter 4 of the Code of Ordinances.

B. Grocery Stores and Pharmacies

This ordinance shall not apply to grocery stores, pharmacies, or other retail establishments where the sale of alcoholic beverages is incidental to the primary business, provided that such establishments derive less than fifty percent (50%) of their gross revenue from alcohol sales.

C. Economic Development Consideration

The Mayor and Council may consider requests for exceptions to the density limitations for bona fide economic development projects that serve a compelling public interest, provided that such exceptions are approved by a two-thirds (2/3) vote of the Mayor and Council and include appropriate conditions to mitigate any negative impacts.

Sec. 4-124. – Violations and Penalties

A. Civil Penalties

Any person who operates a retail package liquor store without proper licensing in compliance with this ordinance shall be subject to the civil penalties established in Chapter 4 of the Code of Ordinances.

B. License Revocation

Any license issued in violation of this ordinance shall be subject to immediate revocation by the Mayor and Council.

C. Enforcement Authority

The Marshal's Office shall have full authority to investigate potential violations of this ordinance and to initiate appropriate enforcement actions.

SECTION II - SEVERABILITY

A. Severability Clause

Should any section, subsection, sentence, clause, or phrase of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

B. Savings Clause

All rights and remedies of the City of Dallas, Georgia are expressly saved as to any and all violations of the provisions of Chapter 4 of the Code of Ordinances that have accrued at the time of the effective date of this ordinance.

SECTION III. EFFECTIVE DATE AND CONFLICTING ORDINANCES

A. Effective Date

This ordinance shall take effect immediately upon its passage and adoption by the Mayor and Council of the City of Dallas, Georgia.

B. Conflicting Ordinances

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

INTRODUCED AND FIRST READ: _____, 2025

SECOND READ AND ADOPTED: _____, 2025

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF
_____, 2025.

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



STAFF REPORT

MEETING DATE: 9/8/25 **FIRST READ**

PRESENTED BY:

Staff: Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

OA-2025-05 - NOISE

REPORT/INFORMATION:

An ordinance amendment to repeal and replace the current noise ordinance that was heavy on fireworks regulation, but light on standard noise issues.

The animal chapter is also being amended to add animal noise regulations to the ordinance.

The amendment also provides for enforcement and penalties for violation.

This is a first read.

**ORDINANCE
AMENDMENT
NO. OA - 2025 – 05**

AN ORDINANCE TO AMEND CHAPTER 24 – OFFENSES AND MUNICIPAL COURT; TO AMEND CHAPTER 6 – ANIMALS; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR RELATED MATTERS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- WHEREAS,** The Mayor and Council find that excessive, unnecessary, or unusually loud noise degrades the peace, safety, welfare, and property values of Dallas residents. Consistent with O.C.G.A. §25-10-2 and §40-6-14, this article establishes standards to regulate noise while preserving legitimate business and individual activities.; **AND**
- WHEREAS,** The Charter of the City of Dallas, Georgia does allow the Mayor and the City Council, by ordinance, to regulate noise in the City limits; **AND**
- WHEREAS,** This article is intended to be content-neutral, applying uniformly to all sources without regard to message or speech; **AND**
- WHEREAS,** The Mayor and the City Council of Dallas, Georgia have determined that this amendment is in the best interest of the City’s residents and for their safety, health and welfare and the public good; **AND**

THEREFORE, be it ordained by the Mayor and the City Council of Dallas, Georgia:

SECTION I.

That **CHAPTER 24 – OFFENSES AND MUNICIPAL COURT, ARTICLE I. – IN GENERAL Sec. 24 – 1. – Unnecessary noise** is hereby repealed and replaced in its entirety as follows:

Sec. 24-1. - Noise

- a. Purpose - The Mayor and Council find that excessive, unnecessary, or unusually loud noise degrades the peace, safety, welfare, and property values of Dallas residents. Consistent with O.C.G.A. §25-10-2 and §40-6-14, this article establishes standards to regulate noise while preserving legitimate business and individual activities. This article is intended to be content-neutral, applying uniformly to all sources without regard to message or speech.
- b. Definitions
 - 1. *Plainly Audible.* Any sound that can be heard by a person using ordinary auditory senses, standing at the prescribed distance from the noise source, regardless of discernible words or musical content.
 - 2. *Sound-Producing Device.* Any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound.
 - 3. *Person in Charge.* An adult occupant, tenant, property owner, or event sponsor exercising control over premises or an activity.
 - 4. *Residential Zoning District.* Any property zoned R-1, R-2, R-3, TH, MF-1, MF-2 or comparable residential classification under the Dallas Zoning Ordinance.

5. *Landscape-Maintenance Equipment*. Gas- or electric-powered leaf blowers, lawn mowers, edgers, hedge trimmers, chainsaws, or similar devices.
 6. *Compression-Release Engine Brake*. A device that modifies or releases a diesel engine's compression for braking purposes, commonly known as a "Jake Brake."
 7. *Consumer Fireworks*. Shall have the same meaning as in O.C.G.A. §25-10-1(1).
 8. *Property line or boundary* means an imaginary line drawn through the points of contact of adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.
 9. *Construction noise*. Any noise caused by the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any earth-moving equipment, crane, saw, drill, pile driver, steam shovel, pneumatic hammer, hoist, automatic nailer or stapler, or any similar equipment.
- c. General Prohibitions - It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud or disturbing noise which, because of its volume, duration, frequency, or character, either:
1. Endangers or injures the health, safety, or welfare of any person; or
 2. Disturbs the peace or comfort of reasonable persons of ordinary sensibilities within the city.
- d. Specific "Plainly Audible" Distance/Time Restrictions
1. Daytime Restrictions (7:00am – 11:00pm Sun-Thu; 7:00am – 12:00 midnight Fri-Sat)
 - i. Sound-Producing Devices. Prohibited if plainly audible 300 ft or more from the building, structure, vehicle, or property line from which the sound emanates.
 - ii. Human-Produced Sounds (yelling, singing, whistling, hooting, shouting etc.). Prohibited if plainly audible 300 ft or more from point of origin.
 - iii. Commercial Advertising. Use of sound-producing devices for advertising that is plainly audible 300 ft or more from the source is prohibited.
 - iv. Party Noise. It is unlawful for any person in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner so that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating, or, in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 12:00 midnight on Friday and Saturday. For the purposes of this subsection, the term "person in charge of a party or other social event" means any adult person who resides in or on the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, the term "noise" shall mean the same sounds, or any combination thereof, Responsibility attaches to the person in charge; noise plainly audible 300 ft or more from property boundary is prohibited.
 2. Nighttime Restrictions (11:00pm – 7:00am Sun-Thu; 12:00 midnight – 7:00am Sat & Sun)

- i. Same categories as subsection (1) above, but threshold is 100 ft from source or property boundary.
 - ii. Apartment/Condominium/Duplex Units. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.
- e. Vehicle and Public-Way Sound Restrictions
 - 1. Vehicle Audio Systems. It is unlawful to operate or permit operation of any radio, CD player, or similar device from within a motor vehicle so as to be plainly audible 50 ft or more from the vehicle when on any public street, alley, or parking area.
 - 2. Boom Boxes on Sidewalks/Parks. Portable amplification devices shall not be operated in a public right-of-way or park such that sound is plainly audible 50 ft or more in any direction.
 - 3. Compression-Release Engine Brakes. The use of compression-release engine brakes by any motor vehicle is prohibited within the corporate limits unless required to avert imminent danger to persons or property.
- f. Landscape-Maintenance Equipment. It is unlawful to operate landscape-maintenance equipment (leaf blowers, mowers, chainsaws, etc.) within any residential zoning district, or within 300 ft of such district, between 8:00pm and 8:00am Monday-Friday and 11:00pm and 8:00am on weekends and city-observed holidays.
- g. Construction Noise
 - 1. Between 11:00pm and 7:00am Monday-Friday and 11:00pm to 8:00am Saturday-Sunday, no construction-related activity or equipment may generate noise plainly audible 100 ft or more beyond the property boundary.
 - 2. Variance Procedure. A written request for extended hours may be submitted to the City Manager or designee at least 48 hours in advance. The request must: (i) state urgent need; (ii) detail mitigation steps; (iii) document neighbor notifications; and (iv) address safety risks. One variance period of up to 10 days may be issued per project.
- h. Fireworks
 - 1. Use or ignition of consumer fireworks shall comply with O.C.G.A. §25-10-2. Outside the statewide hours (10:00am – 11:59pm) or holiday carve-outs, fireworks that are plainly audible 100 ft or more from the ignition site are prohibited.
 - 2. Dallas may issue a special-use permit for fireworks outside statutory hours, subject to §25-10-2(b)(3)(D) and a fee not exceeding \$100.00.
- i. Outdoor Entertainment Event Registration
 - 1. Any outdoor event employing electronic amplification must register with the Dallas Office of Business Development and the Dallas Police Department 72 hours prior to the start time.
 - 2. Registration forms shall be created (and revised if necessary) by Dallas Business Development and the Dallas Police Department in their discretion and shall include, but not be limited to: event sponsor, location map, date/time span, amplification equipment list, and security plan.
 - 3. Events extending into restricted hours are subject to enforcement under this article; registration does not waive compliance.
- j. Exemptions. The prohibitions of this article do not apply to:
 - 1. Normal operations of municipal, county, state, or federal government agencies.
 - 2. Authorized emergency vehicles, public-safety alerts, and disaster-response operations.
 - 3. Official school or college events on their campuses.

4. City-sanctioned festivals, parades, or holiday celebrations conducted under special-event permits.
 5. Manufacturing or industrial processes in zones designated Industrial (I-1, I-2), except where declared a nuisance by court order.
 6. Noise regulated exclusively by O.C.G.A. §40-6-14 (motor-vehicle radios) or federal aircraft noise standards.
 7. Consumer fireworks, as defined under state law, can be used or ignited on any day beginning at 10:00 a.m. and ending at 9:00 p.m. (O.C.G.A. 25-10-2 (b)(3)(B)(i)). However, consumer fireworks may not be ignited on any day after 9:00 p.m. and before 10:00 a.m. except as permitted in subsection j(4) of this section.
 8. Consumer fireworks, as defined under state law, ignited on July 3, July 4, and December 31 after 9:00 p.m. and up to 11:59 p.m. and on January 1 after 9:00 p.m. and up to 1:00 a.m. (O.C.G.A. 25-10-2(b)(3)(B)(iii) and (iv)).
 9. Consumer fireworks may be ignited under the provisions of a special event permit that designates the additional time and location (O.C.G.A. 25-10-2(b)(3)(B)(ii) and (b)(3)(D)).
 10. Permits issued in the discretion of the city manager.
- k. Enforcement and Penalties
1. Primary Enforcement. Sworn officers of the Dallas Police Department, designated code-enforcement officials of the City of Dallas or the City of Dallas Marshal Bureau may issue citations based on personal observation of a violation.
 2. Sound measurement standards for law enforcement personnel. For the purposes of this section, the term "plainly audible" means any sound emanating from the specific sound-producing sources set forth in this section which can be heard from the distances set forth in this section, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included
 3. Graduated Penalties.
 - i. First Offense: Written warning or \$100 fine at officer discretion.
 - ii. Second Offense (within 12 months): Misdemeanor charge; fine not less than \$250.
 - iii. Third & Subsequent Offenses (within 12 months): Fine up to \$1,000 and/or incarceration not to exceed 6 months.
 - iv. Special-Event Revocation: The City Manager may suspend or revoke event permits upon violation.
 - v. Abatement Authority: The Municipal Court may order immediate cessation of offending noise and may authorize seizure of offending equipment until fines are paid.
 - vi. Failure to Appear: Any person who fails to appear in response to a summons issued for violation of this article commits an additional offense punishable as contempt of court.
 - l. Civil Remedies. Nothing in this article limits any person's right to seek relief under state nuisance law or common-law tort theories.
 - m. Severability. Should any provision of this section be declared invalid or unconstitutional, such decision shall not affect the validity of the remaining portions.

THAT CHAPTER 6. – ANIMALS, Sec. 6-1. – Definitions, “Animal” shall be struck and replaced as follows:

Sec. 6-1. – Definitions

...

Animal: Any living creature, domestic or wild, including but not limited to dogs, cats, livestock, poultry, and exotic animals.

...

THAT CHAPTER 6. – ANIMALS Sec. 6-14. – Animal Noises, shall be repealed and replaced by the following:

Sec. 6-14. – Animal Noises

- a. Definitions. For the purposes of this chapter and this section, the following terms shall have the meanings ascribed to them:

Animal Noise Disturbance: Any sound made by an animal that is deemed a nuisance as defined herein. A nuisance shall exist if an animal makes any vocalization, including but not limited to barking, howling, whining, crowing, or meowing:

Continuously for a period of fifteen (15) consecutive minutes; or

Intermittently for a period of thirty (30) minutes or more within any one-hour period.

Continuous: Sound that is nonstop or with breaks of less than thirty (30) seconds at a time during the proscribed period.

Domestic Animal: Any dog, cat, or other animal typically kept as a household pet.

Exotic Animal: Any animal that is not a Domestic Animal, Livestock, or Poultry, and which is not native to the State of Georgia.

Intermittent: Sound that is repeated with breaks of thirty (30) seconds or more between each episode of sound during the proscribed period.

Livestock: Includes but is not limited to cattle, horses, sheep, goats, and swine.

Owner: Any person, firm, corporation, or entity owning, harboring, keeping, or having custody or control of an animal.

Poultry: Domesticated birds, including but not limited to chickens, turkeys, ducks, and geese.

- b. *Prohibited Conduct.* It shall be unlawful for any Owner to permit an animal to cause an Animal Noise Disturbance that is audible from any public right-of-way

or from within the enclosed dwelling of another, where such disturbance unreasonably interferes with the peace and comfort of persons in the neighborhood.

c. *Specific Provisions by Animal Type.*

1. Dogs and Other Domestic Animals: Are subject to the standards set forth in Sec. 1(b).
2. Poultry: It shall be a specific violation of this chapter for any person to keep, harbor, or possess any rooster that crows between the hours of 9:00 PM and 6:00 AM, if such crowing is plainly audible from within any occupied residential dwelling unit on an adjacent property.
3. Livestock: Noises emanating from bona fide agricultural operations where Livestock are kept shall not constitute a violation of this chapter, provided such operations adhere to generally accepted agricultural and management practices.
4. Exotic Animals: Owners of any Exotic Animal shall maintain such animals within a primary enclosure sufficient to baffle and contain noise and render it reasonably unobjectionable from any adjacent property.

d. *Exemptions.* The provisions of this chapter shall not apply to:

1. An animal making noise in response to a person trespassing or threatening to trespass upon private property on which the animal is situated.
2. An animal making noise in response to being tormented, provoked, teased, or abused.
3. An animal making noise as part of its duties as a law enforcement K-9, a certified service animal, or a livestock guardian dog actively engaged in its protective function.
4. Any State-licensed or City-permitted veterinary hospital, animal shelter, humane society, or licensed kennel, provided such facility has taken reasonable measures to mitigate noise.

e. *Enforcement and Complaint Procedure.*

1. Enforcement Authority: This chapter may be enforced by Animal Control Officers, Code Enforcement Officers, or any law enforcement officer of the City of Dallas.
2. Complaint Requirement: An investigation may be initiated upon receipt of a formal written and signed complaint from at least two (2) adult witnesses residing in separate households, or from one (1) witness who can provide time-stamped audio or video recording of the alleged violation.
 - i. The complaint shall be on a form provided by the City and shall include the complainant's name and address, the location of the alleged violation, a description of the animal(s), and a log detailing the dates, times, and duration of the disturbance.
 - ii. All complainants must reside within a 1,000-foot radius of the property where the animal is located.
3. Investigation and Notice:

- i. Upon receipt of a valid complaint, the enforcement officer shall investigate. If the complaint appears credible, the officer shall issue a written warning notice to the animal's Owner, providing a copy of this ordinance and a compliance period of ten (10) days.
 - ii. If further valid complaints are received after the compliance period has expired, the officer may issue a citation to the Owner to appear in the Municipal Court of Dallas.
 - iii. Separate Offenses: Each day a violation of this chapter continues after the initial warning period shall constitute a separate and distinct offense.
- f. *Penalties.* Any person found in violation of this section by the Municipal Court shall be subject to the following penalties:
 - 1. First Offense: A fine of not less than one hundred fifty dollars (\$150.00).
 - 2. Second Offense (within 24 months): A fine of not less than two hundred fifty dollars (\$250.00).
 - 3. Third Offense (within 24 months): A fine of not less than three hundred fifty dollars (\$350.00).
 - 4. Fourth and Subsequent Offenses (within 24 months): A fine of not less than five hundred dollars (\$500.00).
 - 5. The Court may also impose court costs and order other remedies, including but not limited to mandatory spay/neuter or owner education classes.
- g. The City of Dallas, Georgia Marshal's Bureau or the City of Dallas, Georgia Police Department or Designated Dallas Code Enforcement Officer shall conduct an investigation of the complaint and, upon its determination that a violation has occurred, may issue a citation to the owner of such animal which citation will be heard and adjudicated by the Municipal Court of the City of Dallas, Georgia.

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 approval and passage of this ordinance by the Mayor and City Council, this ordinance shall be effective immediately upon signature.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF _____, 2025.

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