

City Council Regular Meeting

Monday, June 05, 2023 5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

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

AGENDA

PUBLIC HEARING

1. ZONING APPLICATION Z-2023-02

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

2. ZONING APPLICATION Z-2023-03

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

CALL TO ORDER

INVOCATION AND PLEDGE

MINUTES APPROVAL

1. May 1, 2023, Regular Meeting Minutes

RECOGNITION OF VISITORS AND COMMENTS

- 2. Recognize Mike Cason; 20 Years of Service
- 3. Proclamation: PROC 2023-05 Municipal Court Clerks Week

CONSENT AGENDA

OLD BUSINESS

- 4. Ordinance Amendment OA-2023-02: Outside Consumption (2nd Read)
- 5. Ordinance Amendment OA-2023-03: Entertainment District (2nd Read)

NEW BUSINESS

- 6. Resolution: RES 2023-11 Continue operating under the FY 2023 Budget.
- 7. Request approval to contract with the Georgia Department of Corrections for the 2023-2024 Work Detail Agreement.
- <u>8.</u> Requesting reimbursement to Ms. Meghan Blanchard for plumbing expense related to sewer service blockage/backup at 205 Hart Circle.
- 9. Request approval to appoint Johnny Lyons from Bureau Veritas as the Dallas Building Official.
- 10. Zoning Application Z-2023-02 Blue River Development Acquisitions, LLC applied to rezone a portion of Land Lots 205 & 206 in the 2nd District and 3rd Section of Paulding County, located at 250 Polk Avenue, from a zoning District of R-1 Residential to a Zoning District of R-2C Residential.
- 11. Zoning Application Z-2023-03 City of Dallas and Helping Hands of Paulding County, Inc., applied to rezone a portion of Land Lot 281 in the 2nd District and 3rd Section of Paulding County, located at Dallas Industrial Drive and George T. Bagby Drive, Dallas, Georgia, from a Zoning District of H-1 Heavy Industrial to a Zoning District of G General Industrial.

ADDITIONAL/COMMENTS

ADJOURNMENT



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MINUTES

PUBLIC HEARING

Zoning Ordinance OA-2023-01; text amendments. Second public hearing. No one spoke in opposition. Public Hearing was closed at 5:17pm.

CALL TO ORDER

PRESENT

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

INVOCATION AND PLEDGE

Councilmember Henson led the Invocation and Pledge.

RECOGNITION OF VISITORS AND COMMENTS

None

MINUTES APPROVAL

1. Motion to approve the April 10, 2023, Regular Meeting Minutes.

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

Item 1.

2. Motion to approve the April 17, 2023, Special Called (Zoom) Meeting Minutes.

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

CONSENT AGENDA

Motion to approve the Special Use Permit for Outside Consumption on the May 19, 2023, Food Truck Friday event.

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

OLD BUSINESS

3. Motion to adopt Resolution 2023-08; Moratorium on Applications for Group Homes through November 6, 2023.

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

4. Motion to adopt Resolution 2023-09; Moratorium on R3 Rezoning Applications through August 7, 2023.

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

5. Motion to adopt Resolution 2023-10; Moratorium Used Car Sales, Tire Retailer & Used Scrap Tire Storage through August 7, 2023.

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

NEW BUSINESS

6. Motion to adopt Proclamation 2023-04; Building Safety Month.

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

Item 1.

7. Motion to adopt Proclamation 2023-06; Municipal Clerks Week

Motion made by Councilmember Henson, Seconded by Councilmember Cason.

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

8. Motion to approve Housing Authority Commissioner appointments of LeAnne Austin, effective May 5, 2023, through May 4, 2028, and Sharone Thomas, effective July 1, 2023, through June 30, 2024.

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

9. Motion to approve the purchase a Mini Compact Rapid Deployable Phone System in the amount of \$34,955.00, to be paid from 911 fees.

Motion made by Councilmember Carter.

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

- 10. Ordinance Amendment OA-2023-02, sec.4-87; no outside consumption; First Read.
- 11. Ordinance amendment OA-2023-03, sec. 4-94; consumption of alcohol on city streets and sidewalks in the entertainment district, sec. 4-95; signage for entertainment district and sec. 4-96; no abrogation of other laws; First Read.
- 12. Motion to approve to award MR Systems the SCADA Lift Station RTU Upgrade contract for the sum of \$84,489.00 to upgrade Silver Comet Crossing, West Hampton, and Westwood lift stations.

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

13. Motion to approve Cadillac Parkway Self Storage; Parcel ID 148.2.4.007.0000, Sewer Service Release to Paulding County.

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

14. Motion to adopt Ordinance Amendment OA-2023-01 regarding Text Amendments to Chapter 44 (SECOND READ). Adoption of this Ordinance Amendment supersedes and terminates Resolution 2023-04 regarding R2 Zoning.

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

Item 1.

15. Motion to approve Brohog Construction the new City Hall/Historic Courthouse Selective Demo bid contract in the amount of \$216,850.00.

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

ADDITIONAL/COMMENTS

Motion to approve the restructuring of the Police Dept.

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

ADJOURNMENT

Motion to adjourn.

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

Mayor, L. James Kelly	Date	
City Clerk, Tina Clark		

Proclamation



PROC 2023-05 Municipal Court Clerks Week June 5-9, 2023

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Dallas and local municipalities across the state, and;

WHEREAS, The procedures for the City of Dallas Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia, and:

WHEREAS, More people come in contact with Municipal Court Clerks than all other city services combined and public impression of the City of Dallas judicial system is largely dependent upon the public's experience in municipal court, and;

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and;

WHEREAS, The City of Dallas Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, and;

WHEREAS, It is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

NOW, THEREFORE, BE IT RESOLVED, I, James Kelly, Mayor of the City of Dallas, Georgia, by virtue of the authority vested in me by the laws of the City of Dallas and the state of Georgia, do hereby proclaim the week of June 5-9, 2023, as Municipal Court Clerks Week in the City of Dallas, Georgia; and further extend appreciation to our Municipal Court Clerks, LeAnn Adams, Court Administrator and Erin Fowler, Deputy Court Clerk and all Court Clerks and all Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of June, in the year of our Lord Two Thousand Twenty-Three, and in the City of Dallas, in the state of Georgia.



STAFF ACTION ITEM

MEETING DATE: 6/05/2023
TITLE: Proclamation 2023-05 for Municipal Court Clerks Week
PRESENTED BY: LeAnn Adams-Court Services
AGENDA ITEM DESCRIPTION (Agenda Content):
Proclamation 2023-05
HISTORY/PAST ACTION:
FINANCIAL IMPACT:
INFORMATION:
Proclamation 2023-05



STAFF ACTION ITEM

MEETING DATE:06/05/2023				
TITLE:	outside consumption			
PRESENTED BY:	Marshal's Bureau			
AGENDA ITEM DESCRIPTION	AGENDA ITEM DESCRIPTION (OA 2023-02)			
outside consumption				
HISTORY/PAST ACTION:				
First Read on 05/01/2023				
FINANCIAL IMPACT:				
none				
INFORMATION:				
Consideration for adoption				

ORDINANCE AMENDMENT

OA-2023-02

CHAPTER - 4 - ALCOHOLIC BEVERAGES

Article VII. Consumption on Premises of Alcoholic Beverages

Sec. 4-87 – No outside consumption

WHEREAS,

The Charter of the City of Dallas, Georgia does allow the Mayor and Council to adopt Ordinances to provide for rules and regulations concerning consumption and sales of alcoholic beverages including beer, wine, and distilled spirits within the City of Dallas, Georgia and for the safety, health, and welfare of the citizens of the City of Dallas, Georgia, **AND**

WHEREAS,

The Mayor and Council of the City of Dallas, Georgia have determined that it is in the best interest of the City's residences for their safety, health and welfare including regulation of consumption and sales of alcoholic beverages including beer, wine and distilled spirits within the City of Dallas, Georgia, that Chapter 4 – Alcoholic Beverages, Article VII. Consumption on Premises of Alcoholic Beverages, Sec. 4-87 – No outside consumption be amended.

THEREFORE,

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

Sec. 4-87. No outside consumption.

- (a) A consumption on premises licensee shall not permit a purchaser to remove from the premises any alcoholic beverage from the premises and it is the licensee's responsibility to ensure that no beverages are sold and carried out.
- (b) It shall be unlawful for any licensee hereunder to make deliveries of any alcoholic beverage beyond the boundaries of the premises covered by the license.
- (c) It is prohibited for customers to gather outside an alcoholic beverage premise and consume alcoholic beverages.
- (d) It is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage premise and consume alcoholic beverages.
- (e) This section shall not apply in the following instances:
 - (1) For events that are sponsored or organized by the City of Dallas, Georgia but only for malt beverage and wine and where the alcohol is obtained from a participating business within the designated area and is contained in and consumed from an approved, clear plastic cup and where the person consuming or possessing such alcohol is wearing an approved wristband.
 - (2) Where the City of Dallas, Georgia council through a resolution has permitted otherwise.
 - (3) For restaurants that have a valid sidewalk café permit provided that all outdoor activities are contained within the permitted sidewalk café.
 - (4) For an open air café as defined by this chapter.
 - (5) Beverages for consumption at a publicly owned or privately owned golf course.
 - (6) Beverages purchased in a designated entertainment district.

All other existing Sections of Chapter 4 Alcoholic Beverages shall remain in full force and effect and this Amendment is to change the Sec. 4-87. No outside consumption.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, THIS THE ____ DAY OF______, 2023.

James Kelly, Mayor		
Leah Alls, Councilmember	Nancy Arnold, Councilmember	
Michael Cason, Councilmember	James Henson, Councilmember	
Cooper Cochran, Councilmember	Christopher Carter, Councilmember	
ATTEST:		
Tina Clark, City Clerk		



STAFF ACTION ITEM

MEETING DATE:06/05/2023				
TITLE:	Entertainment District			
PRESENTED BY:	Marshal's Bureau			
AGENDA ITEM DESCRIPTION (C	AGENDA ITEM DESCRIPTION (OA 2023-03)			
Entertainment District				
HISTORY/PAST ACTION:				
First Read on 05/01/2023				
FINANCIAL IMPACT:				
none				
INFORMATION:				
Consideration for adoption				

ORDINANCE AMENDMENT

OA-2023-03

CHAPTER - 4 - ALCOHOLIC BEVERAGES

Article VII. Consumption on Premises of Alcoholic Beverages

Sec. 4-94 – Consumption of alcohol on City streets and sidewalks in the entertainment district.

Sec. 4-95 – Signage for entertainment district.

Sec. 4-96 – No abrogation of other laws.

WHEREAS,

The Charter of the City of Dallas, Georgia does allow the Mayor and Council to adopt Ordinances to provide for rules and regulations concerning consumption and sales of alcoholic beverages including beer, wine, and distilled spirits within the City of Dallas, Georgia and for the safety, health, and welfare of the citizens of the City of Dallas, Georgia, **AND**

WHEREAS,

The Mayor and Council of the City of Dallas, Georgia have determined that it is in the best interest of the City's residences for their safety, health and welfare including regulation of consumption and sales of alcoholic beverages including beer, wine and distilled spirits within the City of Dallas, Georgia, that Chapter 4 – Alcoholic Beverages, Article VII. Consumption on Premises of Alcoholic Beverages, Sec. 4-94 – Consumption of alcohol on city streets and sidewalks in the entertainment district, Sec. 4-95 Signage for entertainment district, Sec. 4-96 – No abrogation of other laws to be adopted.

THEREFORE,

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

Sec. 4-94. Consumption of alcohol on city streets and sidewalks in the entertainment district.

Consumption of alcohol on city streets and sidewalks are allowed; limited to the entertainment district as set depicted below:

- (a) There is hereby established an "entertainment district" within the city wherein open containers of alcoholic beverages shall be permitted.
- (b) The Entertainment district shall consist of the area contained in the red portion of the map set forth herein above and as illustrated on the "entertainment district map", including the sidewalks, rights-of-way and buildings therein.



- (c) The following regulations shall apply to this section:
 - (1) Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense alcoholic beverages in a clear plastic cup, for removal from the premises; provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises.
 - (2) In accordance with section 4-87, it shall be unlawful to remove open containers of alcohol from the entertainment district as described in this section.
 - (3) No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined area any open alcoholic beverage container containing alcohol which exceeds 16 fluid ounces in size.
 - (4) It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.
 - (5) Consumption of alcoholic beverages described in this section shall be limited to the hours of 9:00 a.m. to 12:00 a.m. (midnight) Monday through Saturday and 12:30 p.m. till 12:00 a.m. (midnight) Sunday, unless approved by mayor and council for a special event.
 - (6) It shall be unlawful to consume any alcoholic beverage in the entertainment district, as described in this section, that was not purchased from a licensee consumption on premise business or licensed vendor.
 - (7) Subsection (a) above does not apply to schools, churches, daycare facilities or anywhere private property owners or tenants do not allow it. A business may decline to allow an open container of alcoholic beverage on the premises by posting a sign that states, "Outside Drinks Not Allowed."
 - (8) It shall be unlawful for any person to drink or attempt to drink or to transport or attempt to transport any alcoholic beverages in an open container in any part of a motor vehicle within the entertainment district.

Sec. 4-95. Signage for entertainment district

Any licensed establishment that allows patrons to leave an establishment with an alcoholic beverage as regulated herein shall have an 11-inch by eight and one-half inch sign posted at the door for public view whereas a patron exiting the establishment can read the following:

"All patrons leaving this establishment with an alcoholic beverage do hereby take full responsibility to only consume an alcoholic beverage served in a clear plastic cup not to exceed 16 ounces in size

and obtained by an establishment licensed to sell alcoholic beverages in the entertainment district boundary outlined on the entertainment district map in section 4-95(b). Any individual that leaves the permitted area with an alcoholic beverage in an open container is in violation of City Code and may be subject to a citation and/or fine."

Sec. 4-96. No abrogation of other laws.

TINA CLARK, CITY CLERK

The provisions of this article shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or similar laws.

All other existing Sections of Chapter 4 Alcoholic Beverages shall remain in full force and effect and this Amendment is to adopt the, Sec. 4-94 – consumption of alcohol on City Street and

sidewalks in the entertainment district, Sec. 4-95 – signage for entertainment district, 4-96 – No abrogation of other laws.

JAM	ES KELLY, MAYOR
EAH ALLS, Councilmember	NANCY ARNOLD, Councilmember
MICHAEL CASON, Councilmember	JAMES HENSON, Councilmember
COOPER COCHRAN, Councilmember	CHRISTOPHER CARTER, Councilmember
ATTEST:	

RESOLUTION 2023-11

A RESOLUTION TO CONTINUE OPERATING UNDER THE FY2023 BUDGET

Whereas, The City Manager and staff of the City of Dallas, Georgia are working diligently to prepare a budget for the year beginning July 1, 2023 and ending June 30, 2024 budget for submittal to the

Governing Authority; and

Whereas, Once completed, the proposed FY2024 budget will be submitted to

the Finance Committee of the City of Dallas, Georgia for review;

and

Whereas, the Finance Committee of the City of Dallas, Georgia will study the

proposed budget as submitted, reviewing it to take the best interest

of the City of Dallas into consideration;

Now Therefore, Be It Resolved by the Mayor and Council of the City of Dallas, Georgia, in order to allow time for submittal, study and revisions to the proposed FY2024 budget, the city shall continue operating under the Fiscal Year 2023 budget as adopted, until October 2023 or until adoption of the FY2024 budget, whichever comes first.

Resolved this 5th day of June, 2023

Michael G. Cason, Councilmember
Nancy R. Arnold, Councilmember
Cooper Cochran, Councilmember
_
_

WORK DETAIL AGREEMENT BY AND BETWEEN GEORGIA DEPARTMENT OF CORRECTIONS AND CITY OF DALLAS

THIS AGREEMENT is entered into this 1st day of July, 2023, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and City of Dallas, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Paulding Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

- 1. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2023 through 11:59 p.m. on June 30, 2024("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
- 2. <u>Scope of Services</u>. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
- 3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

- 4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
- 5. <u>Termination for Convenience</u>. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
- 6. <u>Notices</u>. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: City of Dallas

Attn: Kendall Smith, City Manager

129 E. Memorial Drive Dallas, Ga 30132

brakestraw@dallas-ga.gov

If to Department: Jennifer Ammons

General Counsel

Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor

P.O. Box 1529 Forsyth, GA 31029

With a copy to: Paulding Probation Dention Center

Graciela Marquez

1295 Industrial Blvd. N.

Dallas, GA 30132

Graciela.Marquez@gdc.ga.gov

- 7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
- 8. <u>Amendment</u>. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
- 9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to

the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

- 10. <u>Drug Free Workplace.</u> Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
- 12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:	GOVERNMENTAL ENTITY:
By: Jennifer Ammons General Counsel	By: Print Name: Title:
Date:	Date:
FACILITY WARDEN/SUPERINTENDENT	
By:	
Print Name:	
Date:	

EXHIBIT A SCOPE OF SERVICES Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- Α. Delivery of Services: Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- В. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved

for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

C. Compensation. Governmental Entity agrees to pay Department the sum of One Hundred Forty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$147,954.00)) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.



STAFF ACTION ITEM

MEETING DATE: 06/05/2023

TITLE: 205 Hart Circle – Ms. Meghan Blanchard – Reimbursement for

plumbing expense related to sewer service blockage/backup.

PRESENTED BY: Brandon Rakestraw – Public Works Director

AGENDA ITEM DESCRIPTION (Agenda Content):

205 Hart Circle – Ms. Meghan Blanchard – Reimbursement for plumbing expense related to sewer service blockage/backup.

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

\$2,440.00

INFORMATION:

Request Council Approval:

Customer is requesting reimbursement for plumbing expense related to sewer service blockage/backup. Blockage was found at transition point of sewer service from property owner to city infrastructure. Cleanout access point was not present for city access. Property owner has provided cleanout access point. Property owner is requesting reimbursement of expense for jet cleaning 150' down service line to blockage, cctv 150' down service line to blockage, and removal of blockage by plumber.



City of Dallas

Planning & Zoning Commission

June 1, 2023 6:00PM

DALLAS CITY HALL 129 E. Memorial Dr Dallas, GA 30132

Z-2023-02

Z-2023-02

STAFF COMMENTS:

The applicant (Blue River Development Acquisitions, LLC) is proposing to rezone 9.23 acres from R-1 to R-2C. The property is located at 250 Polk Avenue.

Properties that border the site to the North, East, South, and West are currently inside City limits.

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

ADJACENT ZONING ADJACENT DEVELOPMENT

NORTH: <u>Dallas R-1</u> NORTH: <u>Undeveloped</u>

EAST: <u>Dallas R-1</u> EAST: <u>Residential, single family</u>

SOUTH: <u>Dallas R-1</u> **SOUTH:** <u>Residential, single family</u>

EAST: <u>Pallas R-2</u> EAST: <u>Residential</u>, single family

B. Permitted Use impact on adjacent properties.

All surrounding properties are single family residential.

- **C.** Adverse effect on the usability of adjacent or nearby property? *None*
- **D.** Proposal cause excessive or burdensome use of streets, transportation facilities, utilities, schools

Increased traffic on City streets. May increase student population of nearby schools.

E. Supported by current conditions

Water and Sewer are available.

F. 2022 Comp Plan

Matches the 2022 Comp Plan Future Land use map as Residential.

DEPARTMENT COMMENTS:

Administration:

None.

Business Development:

None received.

Community Development:

Development plan conforms with new R-2C zoning district requirements.

Police:

None received.

Public Works:

- 1- Public water and sewer are available and supplied by the City of Dallas
- 2- Off-site sewer infrastructure is required; Owner/developer is responsible for connection to existing gravity sewer located in West Wood Development.
- 3- West Dallas Special Utility District: Owner/developer is responsible for a \$1,843.00 per lot utility fee payment required at time of final plat approval. This fee is in addition to the standard water and sewer tap fees imposed on each lot.
- 4- Zoning Plan shall be constructed in general conformity to the site plan provided in zoning application. Staff having the ability to grant up to 5% modification to the lots and plan.
- 5- Buffer requirement of 20-foot planted or natural (where possible) buffer shall be included around the entire site perimeter.
- 6- Owner/developer is responsible: Providing a professionally landscaped entrance.
- 7- Owner/developer is responsible: Required Polk Ave. roadway and development entrance improvements, per city's development regulations.
- 8- Owner/ developer is responsible: Flock camera to be install at development entrance compatible with the City of Dallas Police Department system.
- 9- H.O.A mandatory with mandatory membership.
- 10- The architectural style, composition and design of the proposed single-family homes shall be constructed consistent with blended building material that may include the application of stone, brick, hardi-plank, shake, and board and batten. No vinyl materials shall be used on the exterior of the proposed homes. Owner/ developer shall supply for City of Dallas approval,

detailed architectural elevation design plans for front, left side, right side, and rear of homes for each home to be constructed.

Recreation:

None.

Based on the preceding analysis, staff recommends approval with the following stipulations:

- 1. Off-site sewer infrastructure is required. Owner/developer is responsible for connection to existing gravity sewer located in West Wood Development.
- 2. West Dallas Special Utility District: Owner/developer is responsible for a \$1,843.00 per lot utility fee payment required at time of final plat approval. This fee is in addition to the standard water and sewer tap fees imposed on each lot.
- 3. Development shall be constructed in general conformity to the site plan provided in zoning application. Staff having the ability to grant up to 5% modification to the lots and plan.
- 4. Buffer requirement of 20-foot planted or natural (where possible) buffer shall be included around the entire site perimeter.
- 5. Owner/developer is responsible for providing a professionally landscaped entrance.
- 6. Owner/developer is responsible for providing required Polk Avenue roadway and development entrance improvements, per City's development regulations.
- 7. Owner/developer is responsible for providing and installing Flock camera at development entrance compatible with the City of Dallas Police Department system.
- 8. Home Owners Association with mandatory membership required.
- 9. Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of homes for each home to be constructed. No vinyl materials shall be used on the exterior of the proposed homes.

Unless explicitly stated herein, all other lot development standards shall comply with the R-2C zoning district as written in the City of Dallas Code of Ordinances.

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

City of Dallas, Ga Planning and Zoning Commission Decision

Application #<u>**Z-2023-02**</u>

The City of Dallas, Ga Planning and	d Zoning Commi	ssion APPROVES / DENIES
application # <u>Z-2023-02</u> on this	day of	, 2023 with city
recommended stipulations as refere	enced below.	

- 1. Off-site sewer infrastructure is required. Owner/developer is responsible for connection to existing gravity sewer located in West Wood Development.
- 2. West Dallas Special Utility District: Owner/developer is responsible for a \$1,843.00 per lot utility fee payment required at time of final plat approval. This fee is in addition to the standard water and sewer tap fees imposed on each lot.
- 3. Development shall be constructed in general conformity to the site plan provided in zoning application. Staff having the ability to grant up to 5% modification to the lots and plan.
- 4. Buffer requirement of 20-foot planted or natural (where possible) buffer shall be included around the entire site perimeter.
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- 6. Owner/developer is responsible for providing required Polk Avenue roadway and development entrance improvements, per City's development regulations.
- 7. Owner/developer is responsible for providing and installing Flock camera at development entrance compatible with the City of Dallas Police Department system.
- 8. Home Owners Association with mandatory membership required.
- 9. Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of homes for each home to be constructed. No vinyl materials shall be used on the exterior of the proposed homes.

Applicant Signature	Planning and Zoning Commissioner
	
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Unless explicitly stated herein, all other lot development standards shall comply with the R-2C zoning district as written in the City of Dallas Code of Ordinances.

The decision regarding this application made herein is the decision of the City of Dallas, Ga Planning and Zoning Commission and do not constitute a final decision. The City of Dallas, Ga Mayor and Council makes the final decision on all Zoning/Rezoning, Land Use Permit, Special Use Permit, and Medical Hardship Applications.

City of Dallas, Ga Mayor and Council Final Application Decision

Application # Z-2023-02

The City of D	allas, GA Mayor	and Council APPROVES / DENIES application # Z-2023-
<u>02</u> on this	day of	, 2023 with city recommended stipulations as
referenced be	low.	

- 1. Off-site sewer infrastructure is required. Owner/developer is responsible for connection to existing gravity sewer located in West Wood Development.
- 2. West Dallas Special Utility District: Owner/developer is responsible for a \$1,843.00 per lot utility fee payment required at time of final plat approval. This fee is in addition to the standard water and sewer tap fees imposed on each lot.
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- 8. Home Owners Association with mandatory membership required.
- 9. Owner/developer shall supply for City of Dallas approval, detailed architectural elevation design plans for front, left side, right side, and rear of homes for each home to be constructed. No vinyl materials shall be used on the exterior of the proposed homes.

Applicant Signature	Mayor	
12		
11		
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Unless explicitly stated herein, all other lot development standards shall comply with the R-2C zoning district as written in the City of Dallas Code of Ordinances.

City Clerk

The decision regarding this application made herein is the decision of the City of Dallas, Ga Mayor and Councils **final decision**. The City of Dallas Mayor and Council makes the final decision on all Zoning/Rezoning, Land Use Permit, Special Use Permit, and Medical Hardship Applications. The above parties agree to decision and stipulations if applicable. Upon final annexation recording, recorded documents will be added to this packet.



ZONING / REZONING APPLICATION

City of Dallas, Georgia

Application #	ba
Hearing Dates: PC:	CC:

in 1	į. I	{-;}
Τ.	ar att	71-0

Item 10.

(PLEASE PRINT OR TYPE	E ALL INFORMATION)
Applicant: Blue River Development Acquisitions, LLC Business pho	one: 678-618-2695 Cell: 678-618-2695
Address: _3810 Windermere Park v vay, Suite 504	Home phone: N/A
City: Cumming State: GA Zip: 300	Pax phone: N/A
E-mail address: bcooper@blueriverclevelopment.com Applicant's Signature	Brad Cooper Printed Name of Signatory
Signed, sealed and delivered in the presence of:	Brad Cooper Printed Name of Signatory Pate Notary Commission Expires 404-577-7710 Cell: Management of Signatory County Gentlement of Signatory County Ge
Representative: Bloom Parham, LLP Phone:	404-577-7710 Cell; WALLINGTON
Address: 977 Ponce de Leon Ave., NE	City Atlanta State GA
E-mail address: apearson@bloom_law.com epres native's Signature Signed, spaled and delivered in time presence of:	Fax phone: 404-577-7715 Andrea Pearson Printed Name of Signatory
Susan Darklee	O/-08-2025 Date Notary Commission Expires
Notary Public	Date Notary Commission Expires
Titleholder: Sharon B. Daniels f/k/a Sharron Bullock Business ph	
(Each Titleholder must have a separate, complete form with notarized signatures) Address: 225 Hart Circle City Signature	Sharon B. Daniels
Address: 225 Hart Circle City	Sharon B. Daniels
Address: 225 Hart Circle City Signature Signed, sealed and delivered in the presence of: Notary Public	Sharon B. Daniels Printed Name of Signatory State: GA ZIPI 30132 Printed Name of Signatory South Printed Name of Signatory
Address: 225 Hart Circle City Signature Signed, sealed and delivered in the presence of: Notary Public Property Information	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires
Address: 225 Hart Circle City Signature Signed, sealed and delivered in the presence of: Notary Public	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires Requested Zoning Classification: R-2C
Address: 225 Hart Circle City Signature Signed, sealed and delivered in the presence of: Notaly Public Property Information Present Zoning Classification: R-1	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires Requested Zoning Classification: Acreage of Titleholder: 9.23
Address: 225 Hart Circle	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires Requested Zoning Classification: Acreage of Titleholder: Tax Parcel I.D. Number(s): 116.4.1.070.0000
Address: 225 Hart Circle City Signature Signed, sealed and delivered in thre presence of: Notary Public Property Information Present Zoning Classification: R-1 Total Acreage of Zoning/Rezoning Application: 9.23 Land Lot(s): 205 & 206	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires Requested Zoning Classification: Acreage of Titleholder: Tax Parcel I.D. Number(s): State: GA Zip. 30132 ACREATE STATE STA
Address: 225 Hart Oirole	Sharon B. Daniels Printed Name of Signatory Date Notary Commission Expires Requested Zoning Classification: Acreage of Titleholder: Tax Parcel I.D. Number(s): piven road, and north/south of given road) esidential, or number of units):
Address: 225 Hart Orde City Signature Signed, sealed and delivered in the presence of: Notaly Public Property Information Present Zoning Classification: R-1 Total Acreage of Zoning/Rezoning Application: 9.23 Land Lot(s): 205 & 206	Sharon B. Daniels Printed Name of Signatory Printed Name of Signatory Requested Zoning Classification: Acreage of Titleholder: Tax Parcel I.D. Number(s): Indicate the signature of the signa

Revised 7/2019

For City Use

CITY OF DALLAS ZONING/REZONING REQUEST DISPOSITION FORM



RY	BLIC HEARING WAS HELD ON AN APPLICATION F	AT THE DALLAS
COUN	NCIL ROOM. SAID HEARING WAS HELD ON	
	CITY OF DALLAS PLANNING COMMISSION RECOMNICIL THAT THE ABOVE APPLICATION BE:	IMENDS TO THE DALLAS CITY
[]	APPROVED	
[]	DISAPPROVED	
го т	ASE INDICATE BELOW ANY COMMENTS, REASON THE REQUEST AND/OR ANY CONDITIONS THAT ING AMENDMENT.	NS FOR DISAPPROVAL, OPPOSITION SHOULD BE MADE A PART OF THE
DATI	TE TO THE TO THE TENT OF THE T	SECRETARY TO THE PLANNING COMMISSION
		PRINTED NAME

Zoning Application - Disposition Form 5/2011



Applicant / Representative Attendance Required

Applicant or representative must be present at the public hearings before the Dallas Planning Commission and the Mayor and City Council. Failure to attend may result in dismissal with prejudice, rejection of the application, or continuance of the hearing at the Commission or Council's sole discretion.

<u>H/We</u> (Cross Out One) have investigated the site as to the existence of archeological and/or architectural landmarks. <u>H/We</u> (Cross Out One) hereby certify there <u>are / are not</u> (Cross Out One) any such assets. If any exist, documentation must be provided with the application.

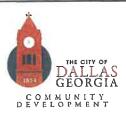
<u>H/We</u> (Cross Out One) have investigated the site as to the existence of any cemetery located on the property. <u>H/We</u> (Cross Out One) hereby certify there <u>is-/</u> is not (Cross Out One) such a cemetery. If any exist, documentation must be provided with the application, including notice to the Paulding County Cemetery Commission.

	4/27/23
Signature of Applicant/Representative	Date
Brad Cooper Printed Name of Applicant/Representative	e of:
Signed, sealed and delivered in the presence	e of: 17-2019 6
Notary Public Signature	Commission Expiration
Signature of Applicant Representative Printed Name of Applicant Representative Signed, sealed and delivered in the presence Notary Public Signature	Date PAW PUBLIC S PAW PUBLIC S POST COUNTY COUNT

Application #

Revised J Inno

Disclosure Statement (Required by O.C.G.A. 36-67A)



of my (our) k interest, a fina Dallas, Georg	nowledge, no elect	ed official o loes any fam interest or	of the City of Da nily member of a	ereby certify that, to the collar, Georgia has a property of the collar this property or i	operty City of
N/A					
<u> </u>					
I avaments exten	(we), Bloom Parha	nited env m	, do f	urther certify that we, i s totaling over \$250 00	10r the within
property own the last two	er, have not contrib	outed any m ed official o	onies and/or gift of the City of D	s totaling over \$250.00 allas, Georgia except f	within
property own the last two following (Giv	er, have not contrib years to any electe	outed any m ed official o	onies and/or gift of the City of D	s totaling over \$250.00 allas, Georgia except f	within
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Disclosure Statement (Required by O.C.G.A. 36-67A)



I (we), Blue River Develop	oment Acquisitions, LLC, do hereby certify that, to the best
of my (our) knowledge, no elected interest, a financial interest nor does	official of the City of Dallas, Georgia has a property s any family member of an elected official of the City of iterest or financial interest in this property or in this
N/A	
	*
	ment Acquisitions, LLC, do further certify that we, nor the
	ed any monies and/or gifts totaling over \$250.00 within official of the City of Dallas, Georgia except for the
the last two years to any elected of following (Give the names of official	ed any monies and/or gifts totaling over \$250.00 within official of the City of Dallas, Georgia except for the s, dates and amounts of contribution):
the last two years to any elected	official of the City of Dallas, Georgia except for the
the last two years to any elected of following (Give the names of official	official of the City of Dallas, Georgia except for the
the last two years to any elected of following (Give the names of official	official of the City of Dallas, Georgia except for the
the last two years to any elected of following (Give the names of official	official of the City of Dallas, Georgia except for the
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the last two years to any elected of following (Give the names of official	official of the City of Dallas, Georgia except for the
the last two years to any elected of following (Give the names of official	official of the City of Dallas, Georgia except for the

Disclosure Statement (Required by O.C.G.A. 36-67A)

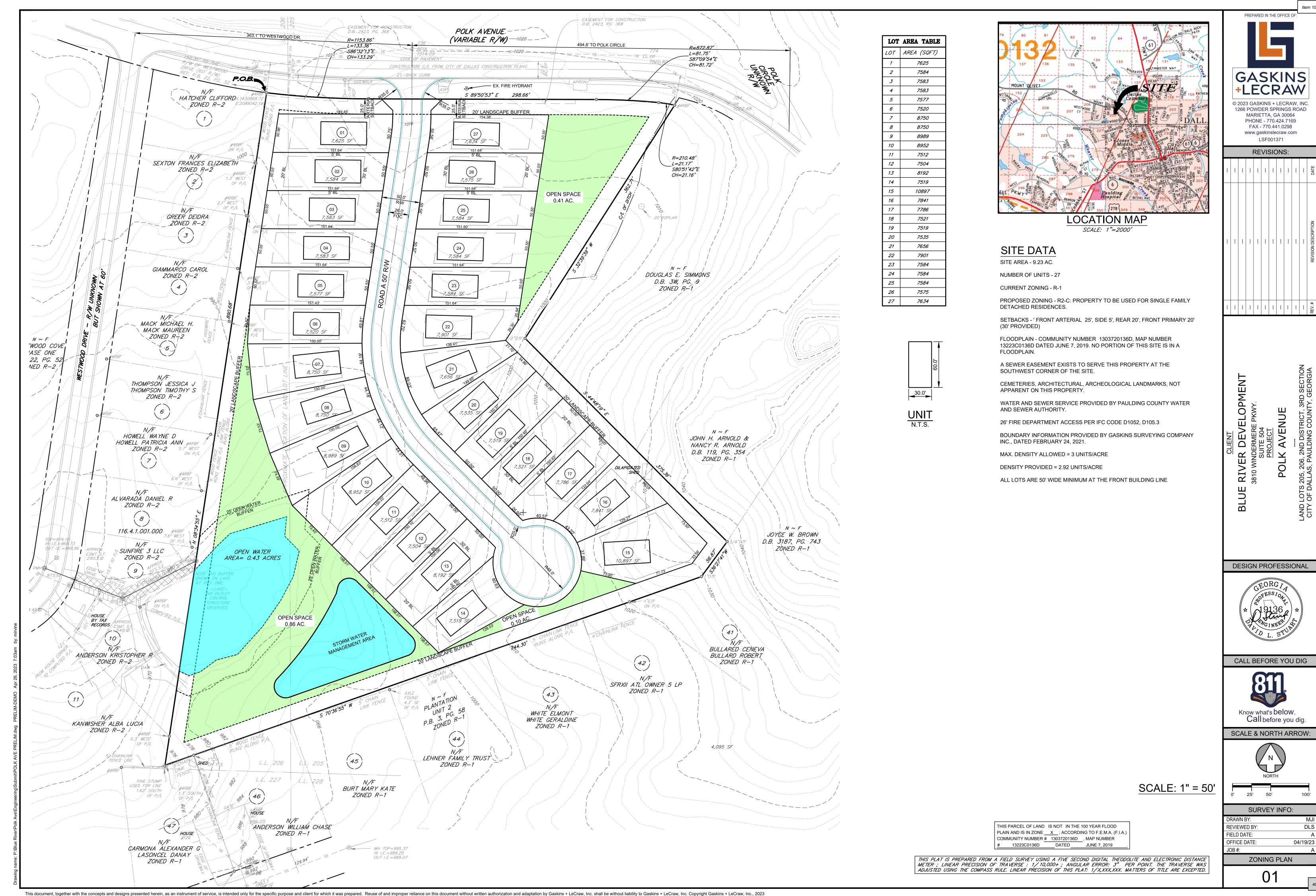


I (we),Sharon B. Dar	niels f/k/a Sharron Bullock, do hereby certify that, to the best
of my (our) knowledge, no elect	ted official of the City of Dallas, Georgia has a property loes any family member of an elected official of the City of
Dallas, Georgia have a property	interest or financial interest in this property or in this
application for rezoning except as	3 10цоws;
N/A	
following (Give the names of offici	d official of the City of Dallas, Georgia except for the ials, dates and amounts of contribution):
5/1/2023	

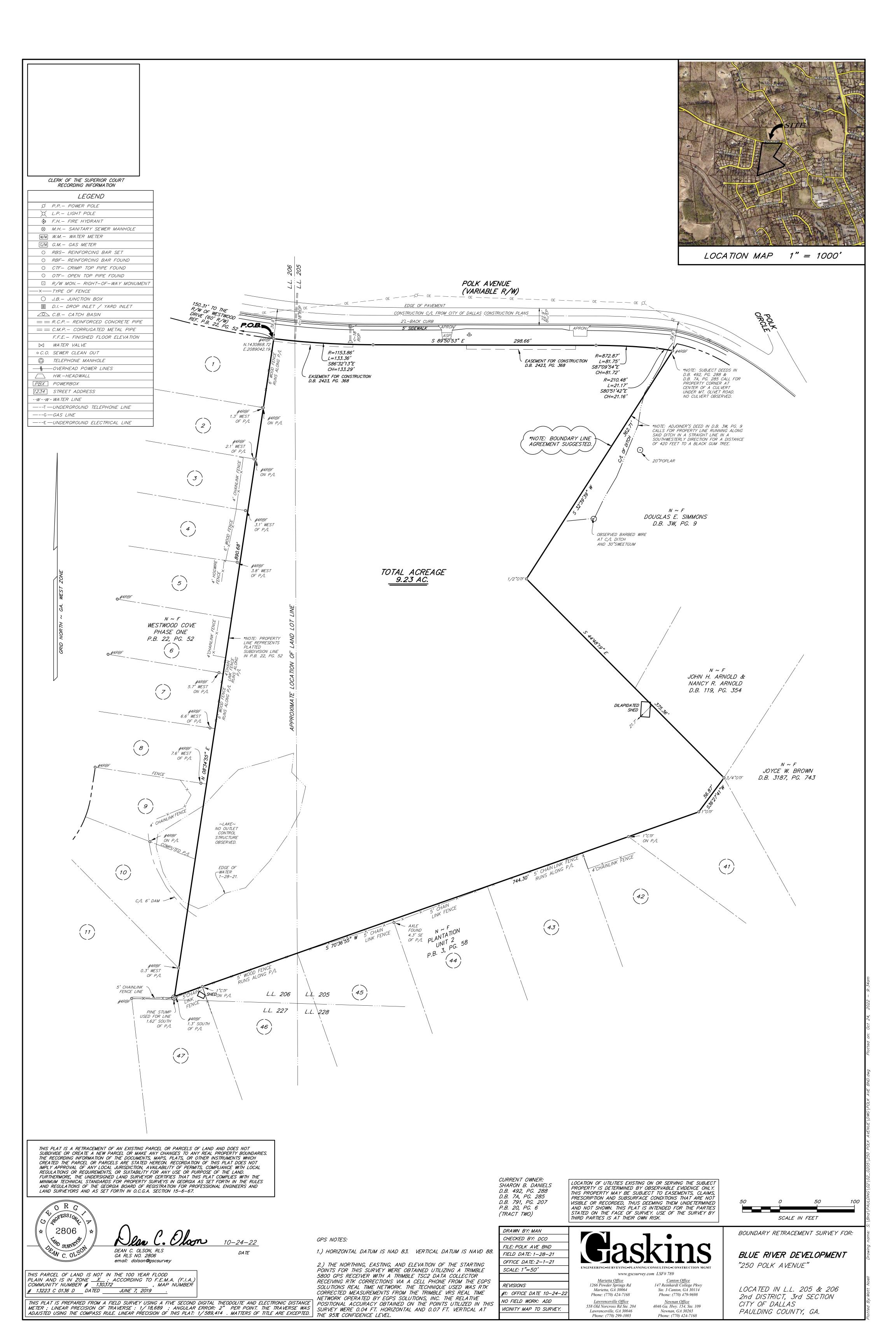
CITY OF DALLAS LEGAL NOTICE ZONING / REZONING



I / WE(Choose one), Blue River Development Acquisitions, LLC					
HAVE APPLIED TO ZONE/REZONE A PORTION OF LAND LOT(S) 205 & 206					
IN THE2 DISTRICT AND3 SECTION OF PAULDING COUNTY, LOCATED					
AT _250 Polk Ave., Dallas, GA 30132 WITHIN THE CITY OF DALLAS, GEORGIA, FROM A ZONING DISTRICT OF TO A ZONING DISTRICT OF					
FROM A ZONING DISTRICT OF TO A ZONING DISTRICT OF					
R-2C SUBJECT TO PUBLIC HEARING TO BE HELD AT					
7:00 PM AT THE DALLAS CITY COUNCIL ROOM, 129 EAST MEMORIAL DRIVE, DALLAS, GEORGIA.					
SAID PUBLIC HEARING WILL BE HELD ON June 1, 2023 BEFORE THE					
CITY OF DALLAS PLANNING COMMISSION AND ON June 5, 2023 BEFORE THE					
MAYOR AND COUNCIL OF THE CITY OF DALLAS.					
THIS, THE 154 DAY OF May , 20 23					
Blue River Development Acquisitions, LLC					
APPLICANT(S) NAME					
For City Use					
NOTICE WILL RUN WEEKS OF:					
AND THE WEEK OF:					
AND THE WEEK OF:					
AMILIER WERKIE					







LEGAL DESCRIPTION

PROPERTY LINE DESCRIPTION FOR 250 POLK AVENUE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 205 & 206 OF THE 2ND DISTRICT, 3RD SECTION, PAULDING COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF POLK AVENUE (VARIABLE R/W) HAVING GEORGIA STATE PLAIN COORDINATES OF (NAD83, GEORGIA WEST ZONE) N.1430868.72 & E.2089042.19, SAID POINT 150.31' ALONG THE RIGHT OF WAY LINE OF POLK AVENUE IN A SOUTHEASTERLY DIRECTION FROM THE RIGHT OF WAY LINE OF WESTWOOD DRIVE (60' R/W, PLAT BOOK 22, PAGE 52) AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF POLK AVENUE THE FOLLOWING COURSES AND DISTANCES:

ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 133.36 FEET, SAID CURVE HAVING A RADIUS OF 1153.86 FEET, AND BEING SUBTENDED BY A CHORD OF 133.29 FEET, AT SOUTH 86 DEGREES 32 MINUTES 13 SECONDS EAST TO A POINT;

THENCE SOUTH 89 DEGREES 50 MINUTES 53 SECONDS EAST 298.66 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 81.75 FEET, SAID CURVE HAVING A
RADIUS OF 872.87 FEET, AND BEING SUBTENDED BY A CHORD OF 81.72 FEET, AT SOUTH 87
DEGREES 09 MINUTES 54 SECONDS EAST TO A POINT;

THENCE WITH A COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 21.17 FEET, SAID CURVE HAVING A RADIUS OF 210.48 FEET, AND BEING SUBTENDED BY A CHORD OF 21.16 FEET, AT SOUTH 80 DEGREES 51 MINUTES 42 SECONDS EAST TO A #4 REBAR FOUND;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF POLK STREET AND ALONG THE PROPERTY OF DOUGLAS E. SIMMONS SOUTH 32 DEGREES 39 MINUTES 39 SECONDS WEST 362.71 FEET TO A 1/2" OPEN TOP PIPE FOUND;

THENCE CONTINUING ALONG THE PROPERTY OF DOUGLAS E. SIMMONS AND ALONG THE PROPERTY OF JOHN H. ARNOLD & NANCY R. ARNOLD SOUTH 44 DEGREES 48 MINUTES 19 SECONDS EAST 375.36 FEET TO A 3/4" OPEN TOP PIPE FOUND;

THENCE ALONG THE PROPERTY OF PLANTATION SUBDIVISION, UNIT 2, LOT 41 SOUTH 36 DEGREES 27 MINUTES 41 SECONDS WEST 56.87 FEET TO A 1" OPEN TOP PIPE FOUND; THENCE ALONG THE PROPERTY OF PLANTATION SUBDIVISION, UNIT 2, LOTS 41-47 SOUTH 70 DEGREES 36 MINUTES 55 SECONDS WEST 744.30 FEET TO A POINT (STUMP FOUND 1.62 FEET SOUTH):

THENCE ALONG THE PROPERTY OF WESTWOOD COVE SUBDIVISION, PHASE ONE, LOTS 1-11 NORTH 08 DEGREES 34 MINUTES 55 SECONDS FAST 890.68 FEET TO A #4 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF POLK AVENUE, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 9.23 ACRES MORE OR LESS.

COMMUNITY TRUST BANK ATTN: AMANDA SWEATMAN P.O. BOX 1700 HIRAM, GEORGIA 30141

RETURN TO: JUDITH F. BAGBY BAGBY LAW OFFICE, P.C. ATTORNEYS AT LAW P.O. BOX 85, 100 W. GRIFFIN ST. DALLAS, GA 30132

STATE OF GEORGIA

IN RE: Property of SHARON

BULLOCK

COUNTY OF PAULDING

Deed Book 7-A, Page 285, Paulding County, GA Deed

Records

NAME AFFIDAVIT

Personally appeared before me, the undersigned officer duly authorized to administer oaths, SHARON DANIELS, who having first been duly sworn, deposes and says that she is the same person as SHARON VAUGHN AND SHARON BULLOCK.

This // day of _

1996

Sworn to and subscribed before me this // day

SHARON DANIELS

AMANDA D. SWEATMAN, N.P.

Notary Public, Paulding County, Georgia My Commission Expires April 16, 1998

BAGBY LAW OFFICE, P.C. ATTORNEYS AT LAW 100 W. GRIFFIN ST. P.D. BOX 85 DALLAS, GEORGIA 30132 (804) 445-2727 FAX: (404) 443-9203 RECORDED /- 23 19 26 SYLVIA G. STRICKLAND, OLERK SUPERIOR COURT, PAULDING CO.

BOOK 492 PAGE 288

FIT ED IM OFFICE YIGA

PAULDING COUNTY, GA. ATE TRANSFER TAX REAL EST

99 JUN 15 AM 9:51 SYLVIA G. STRICKLAND

CLERK PAULDING COUNTY COURTS

WARRANTY DEED

VINSON, TALLEY RICHARDSON& CABLE, P.A. P.O. BOX 197 DALLAS, GEORGIA 30132

STATE OF GEORGIA, Paulding County

THIS INDENTURE, made this 10th day of JUNE in the year of our Lord One Thousand Nine Hundred and ninety -nine between E. PHIL DANIELL and KENNETH F DANIELL as co-executors of the last will and testament of L F DANIELL of the State of GEORGIA and County of COBB of the first part and SHARON B DANIELS of the State of GEORGIA and County of PAULDING of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and NO/100 (\$10.00) DOLLARS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, all that tract or parcel of land lying and being in land lot 206 of the 2nd District, 3rd Section of Paulding County Georgia and being more particularly described in Exhibit "A" attached hereto. TO HAVE AND TO HOLD the said bargained premises, together with all and singular the right, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of her the said party of the second part, her heirs and assigns forever, IN FEE SIMPLE.

And, the said parties of the first part, for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, heir and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and affixed their seal, the

day and year above written.

sealed and delivered in the presence of:

(Seal) as executor of the last will and E PHIL DANIELL,

KENNETH F DANIELL, as executor of the last

will and testament of L F DANIELL

Witnes

Notary Public

County, Georgia

BOOK

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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 206 of the 2nd District, 3nd Section of Paulding County, Georgia and being Tract Two (1.953 acres) and being more particularly described on a plat of survey for Gordon McTyre by Etowah Engineering and Surveying, RLS #1781, dated January 30, 1990 and recorded in Plat Book 20, Page 6 of the Paulding County Plat Records.

BOOK 791 PAGE 208

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the County of Paulding and State of Georgia of the other par WITNESSETH: That for and in consideration of the sum of ONE (\$1.00) and other valuations of the first part of the first part, the receipt whereof is hereby acknowledged, the said part of the first part do hereby acknowledged, the said part of the fi	rt, and rt, ble to the y give. rators, county.
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Said tract of land containing 10 acres with a frame dwelling h located thereon.	ouse
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1)	
together with all the rights, members, and appurtenances thereto in any manner belonging, in Fee Simple. The said party of the first part do es not warrant the title to said premises herein conveyed, except himself and against those claiming under him In Testimony Whereof the said part Y of the first part has herounto set his hand and	against affixed
his seal the day and year first above written.	_(Seal.)
R.J. Bullock, Sr.	(Seal.)
Marian Public	(Seal.)
Actary Public Marian J. Heeth, N.P.	(Seal.)
No Seal Affixed	(Seal.)

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A tocale

WARRA	THE DEED			NEW ERA PRINT, DALLAS
STATE	OF GEORG	IA, PA	ULDING	County.
THIS I	INDENTURE, made	this 31st	t day	of December
				Sixty Eight
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f the Sta	te of Georgi	9	and County of	Paulding of the first
nd	R. J. B	ıllock.∴Sr.	and Sha	ron Bullock
f the Stat	te of Georgia	1	and County o	f Paulding of the second par
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250 POLK AVE REZONING: LIST OF ADJOING PROPERTY OWNERS

Item 10.

Tax Parcel ID Number	Name	Mailing Address
116.1.4.007.0000	Jason J. Betti, Dana Cable	67 Polk Ln, Dallas, GA 30132
116.4.1.001.0000	Daniel R. Alvarada	115 Westwood Dr, Dallas, GA 30132
116.4.1.004.0000	Wayne D. Howell, Heris of Patricia Ann Howell	113 Westwood Dr, Dallas, GA 30132
116.4.1.010.0000	Elmont White, Geraldine M. White	3410 MT Olivet Rd, Dallas, GA 30132
116.4.1.017.0000	Jessica J. Thompson, Timothy S. Thompson	111 Westwood Dr, Dallas, GA 30132
116.4.1.020.0000	Michael H. Mack, Maureen Mack	109 Wetswood Dr, Dallas, GA 30132
116.4.1.027.0000	Carol Giammarco	107 Westwood Dr, Dallas, GA 30132
116.4.1.028.0000	Deidra Greer	105 Westwood Dr, Dallas, GA 30132
116.4.1.030.0000	Frances Elizabeth Sexton	103 Westwood Dr, Dallas, GA 30132
116.4.1.035.0000	Kristopher R. Anderson	119 Westwood Dr, Dallas, GA 30132
116.4.1.037.0000	Sunfire 3 LLC	5001 Plaza On The Lake, Ste 200, Austin, TX 78746
116.4.1.055.0000	Alexander G. Carmona, Danay Lasoncel	126 Rosewood Dr, Dallas, GA 30132
116.4.1.073.0000	Clifford Hatcher	101 Westwood Dr, Dallas, GA 30132
116.4.1.087.0000	Lehner Family Trust c/o Melvin E and Ruth A Lehner	1100 W Chadwick Rd, Dewitt, MI 48820
116.4.1.087.0000	Mary Kate Burt	1193 Cartersville Hwy, Dallas, GA 30132
116.4.1.087.0000	William Chase Anderson	124 Rosewood Dr, Dallas, GA 30132
116.4.1.092.0000	Alba Lucia Kanwisher	121 Westwood Dr, Dallas, GA 30132
116.4.2.005.0000	SFR XII ATL Owner 5 LP	9200 Hampton Dr, Capitol Heights, MD 20743
116.4.2.009.0000	Joyve W. Brown	105 Rosewood Dr, Dallas, GA 30132
116.4.2.013.0000	Ceneva Bullard, Robert Bullard	114 Rosewood Dr, Dallas, GA 30132
116.4.2.033.0000	John H. Arnoid, Nancy R. Arnoid	PO Box 345, Dallas, GA 30132
116.4.2.035.0000	Douglas E. Simmons	34 Rovings Hills, Cartersville, GA 30121



Simon H. Bloom Andrea J. Pearson Jacob L. Loken sbloom@bloom-law.com apearson@bloom-law.com jloken@bloom-law.com 404.577.7710

April 27, 2023

VIA HAND DELIVERY

City Council 129 East Memorial Drive Dallas, Georgia 30132

Re: Statement of Intent for Rezoning Application of Blue River Development Acquisitions, LLC for +/- 9.23 Acres of Land located at 250 Polk Avenue, Land Lots 205 and 206, 2nd District, City of Dallas, Paulding County, Georgia (the "Property") from R-1 to R-2C Single-Family Residential District - Conservation (the "Application")

Dear City Council:

This firm represents Blue River Development Acquisitions, LLC ("Blue River") with respect to the above-referenced rezoning Application. As City Council is aware, Blue River previously requested that the Property be rezoned from R-1 to R-3, for 61 attached single-family units, at 6.6 units per acre. City Council denied that request. That denial was subject to litigation in the Superior Court of Paulding County, resulting in an Order from the Court requiring that the application be reheard. Following that decision, Blue River has worked diligently with the City to find a compromise plan.¹

I. Background

The Application seeks to rezone the Property from R-1 to R-2C to develop 27 single-family detached residences, for a density of 2.925 units per acre. The proposed development includes 1.37 acres of open space, as well as a 20-foot landscaped buffer along all exterior property lines. The open space and buffers will serve to screen the development from adjacent properties, which are used as residential properties having single-family detached homes. The single-family homes to be built as part of this development will be detached and include a two-car garage for each unit.

¹ This Application is submitted for purposes of trying to reach a compromise and is not intended to, and does not, waive Blue River's rights under the Court's Order to have the original application reheard. Blue River expressly reserves all rights to pursue the original application in the event this Application is denied.

II. The Rezoning Standards Support Approval of the Application

When reviewing the Application, City Council must consider the following factors:

- (1) Existing land use and zoning classification of nearby and adjacent properties;
- (2) Whether the zoning proposed will permit a use that is suitable in view of the use and development of nearby and adjacent properties;
- (3) Whether the zoning proposed will adversely affect the existing use or usability of nearby or adjacent properties;
- (4) Whether the property to be affected by the zoning proposed has a reasonable economic use as currently zoned;
- (5) Whether the zoning proposed will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;
- (6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposed;
- (7) The relative gain to the public, as compared to the hardship imposed upon individual property owners;
- (8) The extent to which property values are diminished by existing zoning classification, as compared to the health, safety, morals or general welfare of the public; and
- (9) Whether the zoning proposed conforms with the policy and intent of an adopted land use plan.

(Zoning Ordinance \S 44-93). The following analysis demonstrates that each of these standards supports the rezoning.

City Council April 27, 2023 Page 3

A. Existing Land Use and Zoning Classification of Nearby and Adjacent Properties

The proposed zoning and use of R-2C for single-family detached residences is entirely consistent with the zoning and use of nearby and adjacent properties. The Property is bordered on the west by the R-2 zoned Westwood Cove subdivision. To the east and south, the properties are zoned R-1 and used for single family residences. Rezoning the Property for R-2C will be a harmonious use and density with the surrounding land uses.

B. Whether the Zoning Proposed will Permit a Use that is Suitable in View of the Use and Development of Nearby and Adjacent Properties

The R-2C use is suitable in view of the surrounding land uses of R-2 and R-1 zoning. The City has already permitted R-2 zoning for the Westwood Cove subdivision immediately adjacent to the Property. In addition, R-2C is consistent with the R-1 adjacent parcels, particularly in light of the buffering and open spaces provided by the proposed site plan. The surrounding properties are used for single-family detached residences, which is exactly what is proposed by the Application.

C. Whether the Zoning Proposed will Adversely Affect the Existing Use or Usability of the Nearby or Adjacent Properties

The proposed use of single-family detached homes will not adversely affect the existing use or usability of the nearby or adjacent properties. The use proposed here as single-family detached homes is the same use as adjacent parcels, so the rezoning will not have a negative impact on the values of neighboring properties. The rezoning will have no negative impact on the ability of neighbors to continue to use and enjoy their homes. In fact, providing for new development of attractive, single-family homes could boost property values of the surrounding single-family homes.

D. Whether the Property to be Affected by the Zoning Proposed has a Reasonable Economic Use as Currently Zoned

The Property does not have a reasonable economic use as currently zoned. The Property has been marketed for seven years, since April 2016, and the only offers for purchase have been contingent upon the rezoning of the Property. Given the current economic climate with construction costs, interest rates, etc., it is not economically feasible to develop the Property for R-1 zoning. The current R-1 zoning is a substantial detriment to the Property. R-1 zoning requires 15,000 square foot lots, which is not suitable given the shape and layout of the Property. The Property's eastern boundary has an oddly shaped jog that prevents the efficient layout of larger single-family residential lots.

City Council April 27, 2023 Page 4

E. Whether the Zoning Proposed will Result in a Use Which Will or Could Cause an Excessive or Burdensome Use of Existing Streets, Transportation Facilities, Utilities or Schools

Blue River does not anticipate any significant impact to vehicular traffic from the minor amount of trips the development will generate. The Institute of Traffic Engineers (ITE) Trip Generation Manual (9th Edition), calculates the proposed development will generate a modest +/- 257 weekday trips, +/- 21 trips in the morning and +/- 28 trips in the evenings. This minor amount of traffic will not negatively impact adjacent roadways. According to the Paulding County School District Capital Improvements Update from April 26, 2022, for 2025, Northside Elementary and Hershel Jones Middle School are anticipated to be under capacity, with Paulding County High School at capacity. The proposed development is not anticipated to create an undue burden on these schools, given its scale of only 27 homes. For utilities, the Property will have access to water and sewer services from Paulding County.

F. Whether There are Other Existing Or Changing Conditions Affecting the Use and Development of The Property Which Give Supporting Grounds for Either Approval or Disapproval of The Zoning Proposed

As set forth above, the current economic climate makes development of this Property as R-1 unfeasible, and supports approval of the rezoning. Moreover, this Application counsels towards approval as a compromise position of the parties in pending litigation.

G. The Relative Gain to the Public, as Compared to the Hardship Imposed Upon Individual Property Owners

The public will be well served by approval of the Application, as the development will provide needed single-family housing in the area, as well as boost neighboring home values. In addition, the current zoning of the Property as R-1 imposes a hardship on the current owner of the Property. Rezoning the Property to R-2C will not create a hardship on adjoining property owners, as the proposed use of single-family residences is consistent with the current zoning and uses of surrounding properties.

H. The Extent to Which Property Values are Diminished by Existing Zoning Classification, as Compared to the Health, Safety, Morals or General Welfare of The Public

As set forth above, the current R-1 zoning is a significant detriment to the Property, and if the R-1 zoning is not changed, the Property is likely to remain vacant. The proposed development will not harm the health, safety, morals, or general welfare

of the public, as it is consistent with the neighboring properties and infrastructure supporting same.

I. Whether the Zoning Proposed Conforms With the Policy and Intent of an Adopted Land Use Plan

The proposed use fits squarely within the uses designated by the Paulding County 2017 Comprehensive Plan.² The Future Land Use Map for the City designates the Property as "Residential" in the Comprehensive Plan.³ The Residential category provides that "[t]he predominant use of land within the residential category is for single-family and multi-family dwelling units organized into general categories of net densities," which is exactly what is proposed by the Application.

III. Constitutional Notice

Failure to grant the Application would unreasonably impair and destroy the Property owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia, Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Failure to grant the Application would be unconstitutional, illegal, null and void, constituting a taking of the Property owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States.

Failure to grant the Application would unconstitutionally discriminate, in an arbitrary, capricious, and unreasonable manner, between Blue River and the Property owner and other similarly situated entities and property owners in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Failure to grant the Application would also constitute an unreasonable and extreme hardship upon Blue River and the Property owner without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act without any rational basis therefore, constituting an abuse of discretion in violation

³ Id. at 99.

City Council April 27, 2023 Page 6

of Article I, Section I, Paragraph I of the Constitution of the State of Georgia, Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Failure to grant Application would violate Article I, Section I, Paragraph X of the Constitution of the State of Georgia.

Sincerely,

BLOOM PARHAM, LLP

Simon H. Bloom Andrea J. Pearson Jacob W. Loken

Enclosures

cc:

Kelley Reilly Brad Cooper



City of Dallas, GA 200 Main St Dallas, GA 30132 (770) 443-8108

2022 Property Tax Bill

Parcel ID		Tax District		Bill #						
116410700000	02 - 0	02 - CITY OF DALLAS		000094						
Property Owner/Location/Description			•		Fair M	1arke	et Value		Taxable Value	
DANIELS SHARON B 250 POLK AVE							97,100			38,840
Levies	Taxable Value	- Exemptions	=	Net Assessr	nent	Х	Tax Rate	=	Net Tax	
CITY TAX	38,840	0		38,840			9.9400000000		\$386.07	
Sales Tax Rollback	38,840	0		38,840			(5.7700000000)		(\$224.11)	

Exemptions:

City of Dallas GA- The law requires payment in full by December 20, 2022.

If your bill is to be paid by you mortgage company through an escrow account please forward a copy of this bill to them.

Bills are sent to the owner of a property as of January 1st. If you sold a property listed on this notice please send a copy to the new owner and call the County Tax Assessor.

All monies will be applied to past due taxes first if applicable.

Your check will be used as your paid receipt. If you desire a paid receipt, please enclose a self addressed stamped envelope.

Failure to receive a bill does not exempt penalties or interest. Penalty and interest will apply as stated by state law and City of Dallas ordinance.

Current Year Tax	\$161.96
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$161.96
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/20/2022

City of Dallas, GA 200 Main St Dallas, GA 30132

DALLAS, GA 30132

We accept Cash, Checks, Visa, MasterCard and Discover. For cash payments please see us in person.

Parcel ID: 116410700000

Amount Due: \$0.00

Bill#: 000094

Due Date: 12/20/2022

AMOUNT PAID

DANIELS SHARON B 225 HART CIR

City of Dallas, GA 200 Main St Dallas, GA 30132

Phone: 770-443-7581

Printed: 05/02/2023 10:21:19 AM



Official Tax Receipt
Paulding County, GA
240 Constitution Blvd
Dallas, 30132
--Online Receipt--

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2022- 016347	R0020 79	250 POLK AVE	\$1,012.55	\$0.00 Fees: \$0.00	\$0.00	\$1,012.55	\$0.00
		Totals:	\$1,012.55	\$0.00	\$0.00	\$1,012.55	\$0.00

DANIELS SHARON B 225 HART CIR DALLAS, GA 30132

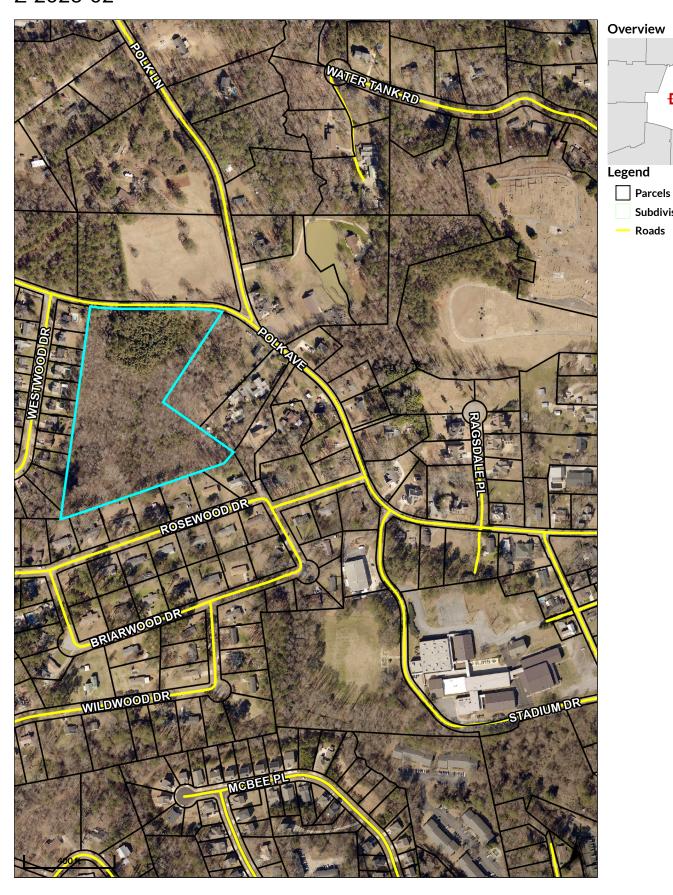


Scan this code with your mobile phone to view this bill

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Subdivision Names

Roads



CITY OF DALLAS LEGAL NOTICE REZONING

Blue River Development Acquisitions, LLC (Applicant), Bloom Parham, LLP (Representative), and Sharon B. Daniels (Titleholder), have applied to rezone a portion of Land Lots 205 & 206 in the 2nd District and 3rd Section of Paulding County, located at 250 Polk Avenue, Dallas, Georgia, from a Zoning District of R-1 Residential to a Zoning District of R-2C Residential, subject to public hearings to be held on June 1, 2023, at 6:00 pm before the Dallas Planning & Zoning Commission; and June 5, 2023, at 5:15 pm before the Mayor and Council of the City of Dallas; public hearings will be held in Council Chambers of Dallas City Hall, 129 E. Memorial Drive, Dallas, GA. 30132. (Z-2023-02)

This the 5th day of May, 2023

Brad Cooper, Blue River Development Acquisitions, LLC (Applicant)
Andrea Pearson, Bloom Parham, LLP (Representative)
Sharon B. Daniels (Titleholder)





City of Dallas

Planning & Zoning Commission

June 1, 2023 6:00PM

DALLAS CITY HALL 129 E. Memorial Dr Dallas, GA 30132

Z-2023-03

Z-2023-03

STAFF COMMENTS:

The applicant (City of Dallas) is proposing to rezone 1.73 acres from H-1 to G. The property is located at the southeast corner of Dallas Industrial Drive and George T. Bagby Drive.

Properties that border the site to the North, East, and West are currently inside City limits. Property to the South is in County

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

<u>ADJACENT ZONING</u>
<u>ADJACENT DEVELOPMENT</u>

NORTH: Dallas H-1 **NORTH:** Heavy Industrial

EAST: <u>Dallas H-1</u> <u>EAST: Undeveloped</u>

SOUTH: County R-2 **SOUTH:** Residential

WEST: <u>Dallas H-1</u> WEST: <u>Undeveloped</u>

B. Permitted Use impact on adjacent properties.

Site is located within an industrial park..

- **C.** Adverse effect on the usability of adjacent or nearby property? *None*
- **D.** Proposal cause excessive or burdensome use of streets, transportation facilities, utilities, schools

Increased traffic on City streets. Will not increase student population of nearby schools.

E. Supported by current conditions

Water and Sewer are currently available on site.

F. 2022 Comp Plan

Matches with the 2022 Comp Plan Future Land use map as Industrial.

Based on the preceding analysis, staff recommends approval with the following stipulations:

1. None.

Unless explicitly stated herein, all other lot development standards shall comply with the G zoning district as written in the City of Dallas Code of Ordinances.

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

City of Dallas, Ga Planning and Zoning Commission Decision

Application #<u>**Z-2023-03**</u>

The City of Dallas, Ga Planning an	d Zoning Commis	sion APPROVES / DENIES
application # <u>Z-2023-03</u> on this	day of	, 2023 with city
recommended stipulations as refer		
1.		
2.		
3.		
4.		
5.		
Applicant Signature		Planning and Zoning Commissioner

Unless explicitly stated herein, all other lot development standards shall comply with the G zoning district as written in the City of Dallas Code of Ordinances.

The decision regarding this application made herein is the decision of the City of Dallas, Ga Planning and Zoning Commission and do not constitute a final decision. The City of Dallas, Ga Mayor and Council makes the final decision on all Zoning/Rezoning, Land Use Permit, Special Use Permit, and Medical Hardship Applications.

City of Dallas, Ga Mayor and Council Final Application Decision

Application # Z-2023-03

	day of	nd Council APPROVES / DENIES application # <u>Z-2023-</u> , 2023 with city recommended stipulations as
1		
2.		
3.		
4.		
5.		
Applicant Signat	ture	Mayor
		_
City Clerk		

Unless explicitly stated herein, all other lot development standards shall comply with the G zoning district as written in the City of Dallas Code of Ordinances.

The decision regarding this application made herein is the decision of the City of Dallas, Ga Mayor and Councils **final decision**. The City of Dallas Mayor and Council makes the final decision on all Zoning/Rezoning, Land Use Permit, Special Use Permit, and Medical Hardship Applications. The above parties agree to decision and stipulations if applicable. Upon final annexation recording, recorded documents will be added to this packet.



Conditions, reasons, stipulations: __

Conditions, reasons, stipulations: ___

City Council Decision: ____ Approve _____ Approve as different classification ____ Disapprove

ZONING / REZONING APPLICATION

City of Dallas, Georgia

Application #_____ OFFICE US / Hearing Dates: PC: _____ CC: ____ Time/Date Stamp

OFFICE US: Item 11.

(PLEASE PRINT OR TYPE ALL INFORMATION) Applicant: City of Dallas Business phone: (770) 443-8110 Cell: NA Address: 129 East Memorial Drive Home phone: NA _ State: GA Zip: 30132 City: Dallas ___ Fax phone: NA E-mail address: tclark@dallas-ga.gov Kelly Printed Name of Signatory Signed, sealed and delivered in the presence of: ry Commission Expires Notary Public 0) 443-8110 x1408 _____Cell; NA Representative: Preston Kilgore Address: 320 East Foster Avenue City: Dallas __ State: GA Zip: 30132 E-mail address: pkilgore@dallas-ga.gov Fax phone: NA Preston Printed Name of Signatory Representative's Signature Signed, sealed and delivered in the presence Titleholder: Helping Hands of Paulding County, Inc. Business phone: (770) 443-1230 Home phone: NA (Each Titleholder must have a separate, complete form with notarized signatures) Address: P.O. Box 1130

Address: P.Ø. Box 1130 Signature	City: Dallas State: GA Zip 30138 02 90 Printed Name of Signatory
Signed, sealed and deligered in the presence of: Notary Public Notary Public	9-4-2025 Date Notary Commission Expires
Property Information	
Present Zoning Classification: H-1 Heavy Industrial	Requested Zoning Classification: G General Industrial
Total Acreage of Zoning/Rezoning Application: 1.73	Acreage of Titleholder: 1.73
Land Lot(s): 281 District(s): 2nd Section(s):	: 3rd Tax Parcel I.D. Number(s): 136.1.2.005.0000 part
Location of Property: SE corner of Dallas Industrial Dr & George Physical address, if available, and nearest intersections (i.e. east/wes	
Detailed description of proposed development (including maximum number of lo	ots, if residential, or number of units):
Non-profit office and food pantry	
filed with City:(Date)	(Signature)
City of Dallas Planning Commission Recommendation: Approve	Disapprove No recommendation



Applicant / Representative Attendance Required

Applicant or representative must be present at the public hearings before the Dallas Planning Commission and the Mayor and City Council. Failure to attend may result in dismissal with prejudice, rejection of the application, or continuance of the hearing at the Commission or Council's sole discretion.

I/We (Cross Out One) have investigated the site as to the existence of archeological and/or architectural landmarks.

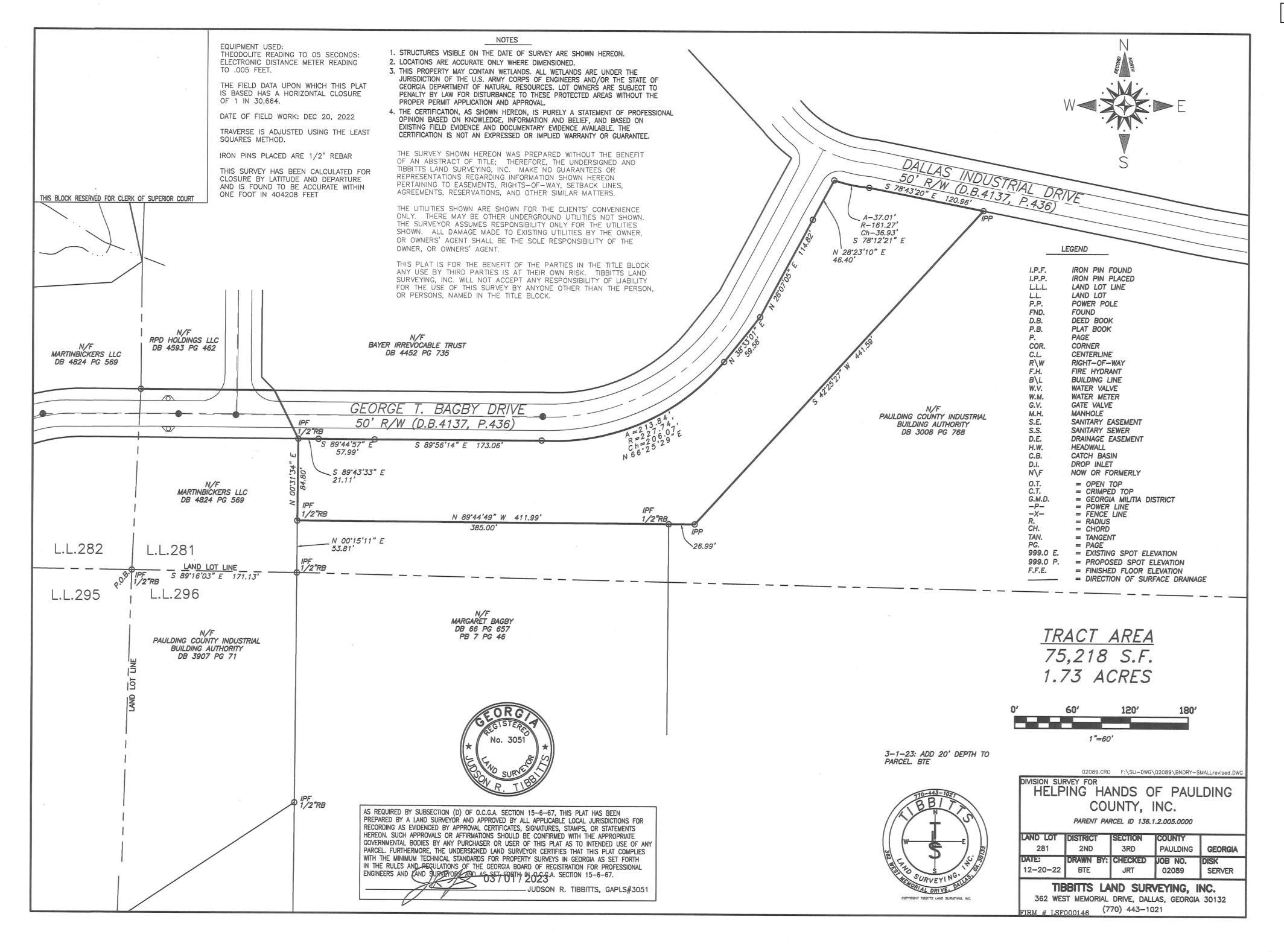
I / We (Cross Out One) hereby certify there are / are not (Cross Out One) any such assets. If any exist, documentation must be provided with the application.

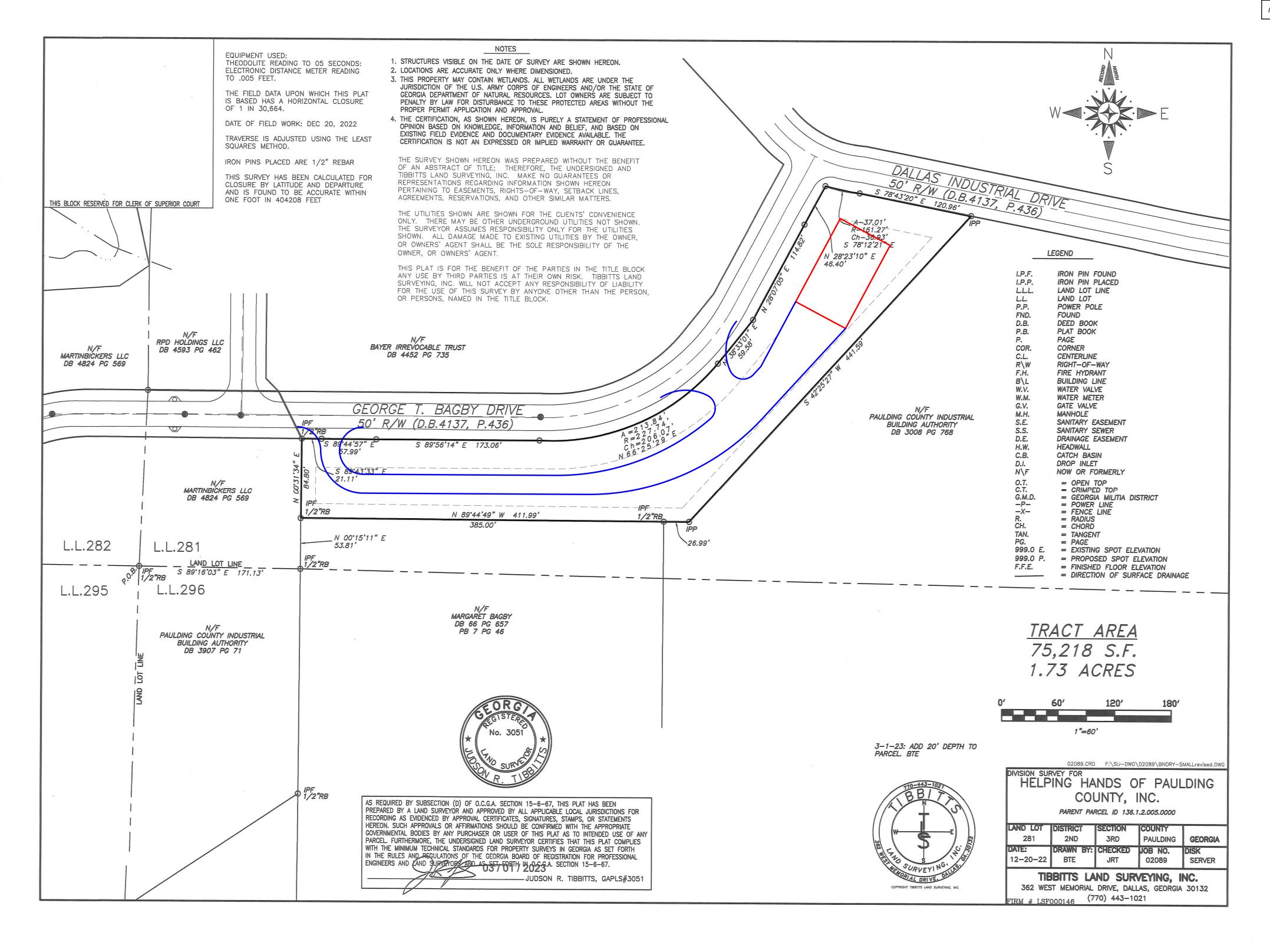
I/We (Cross Out One) have investigated the site as to the existence of any cemetery located on the property. I/We (Cross Out One) hereby certify there is / is not (Cross Out One) such a cemetery. If any exist, documentation must be provided with the application, including notice to the Paulding County Cemetery Commission.

Simple of Applicant / Papers (Section)	5-5-2023 Date
Signature of Applicant/Representative	Date
Preston Kilgove Printed Name of Applicant/Representative	- STARL OF S
Signed, sealed and delivered in the property of the property o	Commission Expiration
Signature of Applicant/Representative	Date
Printed Name of Applicant/Representative	_
Signed, sealed and delivered in the pr	resence of:
Notary Public Signature	Commission Expiration

Revised 3/2019

Application # _____-





Item 11.

HAND WAN ARM THE MAD WELL HAD AND AND THE BOW HAVE BODD WANTED

Recpt:003199

RECORDED: 03/03/2023 4:03 PM

WARRANTY DEED

DEED BOOK 4904 PAGES 933 - 935

FILING FEES: \$25.00 TRANSFER TAX: \$2.00 PT61: 110-2023-001148

Sheila Butler, Superior Court Clerk

Paulding County, GA

Return Recorded Document to: TALLEY, RICHARDSON & CABLE, PA 367 WEST MEMORIAL DRIVE DALLAS, GA 30132

LIMITED WARRANTY DEED

STATE OF GEORGIA COUNTY OF PAULDING

FILE #: 23-0063

THIS INDENTURE made this day of March, 2023, between PAULDING COUNTY INDUSTRIAL BUILDING AUTHORITY, as party or parties of the first part, hereinunder called Grantor, and HELPING HANDS OF PAULDING COUNTY, INC., as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

PAULDING COUNTY INDUSTRIAL

BUILDING AUTHORITY

BY: TOMMY MORRIS, AS

CHAIRMAN

Witness

Notary Public

My Commission Expires:

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 281 of the 2nd District, 3rd Section, Paulding County, Georgia and being more fully described as follows:

To find the TRUE POINT OF BEGINNING, begin at the common land lot corner of Land Lots 281, 282, 295 & 296; thence running south 89 degrees 16 minutes 03 seconds east along the south land lot line of Land Lot 281 a distance of 171.13 feet to an iron pin; thence running north 00 degrees 15 minutes 11 seconds east a distance of 53.81 feet to an iron pin and the TRUE POINT OF BEGINNING; thence running north 00 degrees 31 minutes 34 seconds east a distance of 84.80 feet to an iron pin located on the southerly right of way of George T. Bagby Drive (a 50 foot right of way); thence running south 89 degrees 43 minutes 33 seconds east along said right of way a distance of 21.11 feet to a point; thence running south 89 degrees 44 minutes 57 seconds east along said right of way a distance of 57.99 feet to a point; thence running south 89 degrees 56 minutes 14 seconds east along said right of way a distance of 173.06 feet to a point; thence running northeasterly in an arc along said right of way a distance of 213.84 feet to a point (said arc being subtended by a chord line running north 66 degrees 25 minutes 29 seconds east a distance of 206.07 feet); thence running north 38 degrees 33 minutes 01 second east along said right of way a distance of 59.58 feet to a point; thence running north 28 degrees 07 minutes 05 seconds east along said right of way a distance of 114.82 feet to a point; thence running north 28 degrees 23 minutes 10 seconds east along said right of way a distance of 46.40 feet to a point located at the intersection of the southeasterly right of way of George T. Bagby Drive (a 50 foot right of way) and the southwesterly right of way of Dallas Industrial Drive (a 50 foot right of way); thence running southeasterly in an arc along the southwesterly right of way of Dallas Industrial Drive a distance of 37.01 feet to a point (said arc being subtended by a chord line running south 78 degrees 12 minutes 21 seconds east a distance of 36.93 feet); thence running south 78 degrees 43 minutes 20 seconds east along said right of way a distance of 120.96 feet to an iron pin; thence running south 42 degrees 25 minutes 27 seconds west a distance of 441.59 feet to an iron pin; thence running north 89 degrees 44 minutes 49 seconds west a distance of 411.99 feet to an iron pin, said point being the TRUE POINT OF BEGINNING.

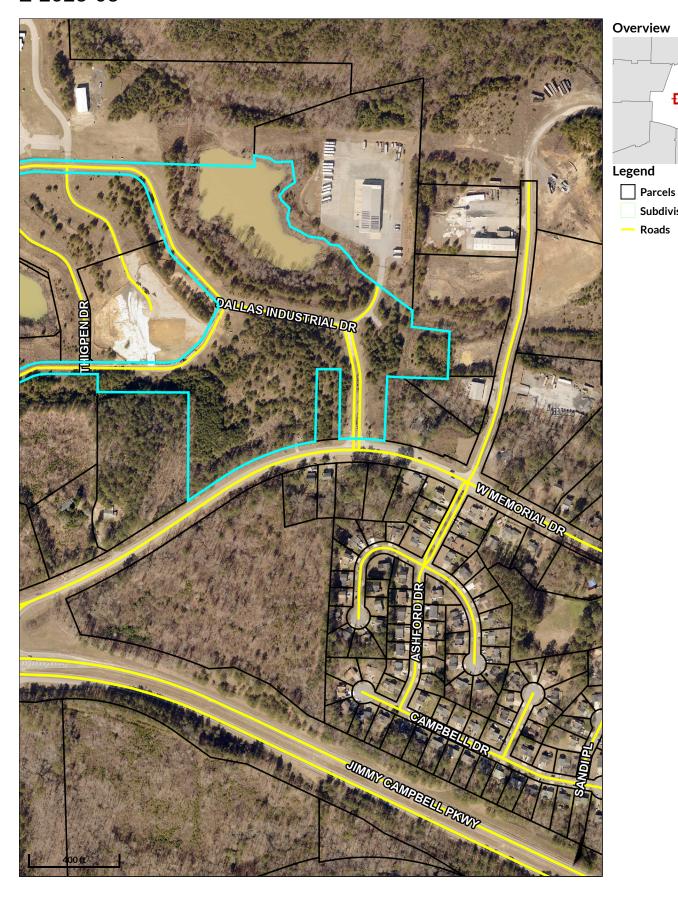
Said tract being 1.73 acres as shown on a plat prepared for Helping Hands of Paulding County, Inc. by Tibbitts Land Surveying, Inc., dated December 20, 2022, certified by Judson R. Tibbitts, RLS #3051, said plat being incorporated herein and made a part of this description by reference.

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Subdivision Names

Roads

Z-2023-03



CITY OF DALLAS LEGAL NOTICE REZONING

City of Dallas (Applicant) and Helping Hands of Paulding County, Inc. (Titleholder), have applied to rezone a portion of Land Lot(s) 281 in the 2nd District and 3rd Section of Paulding County, located at Dallas Industrial Drive and George T. Bagby Drive, Dallas, Georgia, from a Zoning District of H-1 Heavy Industrial to a Zoning District of G General Industrial, subject to public hearings to be held on June 1, 2023, at 6:00 pm before the Dallas Planning & Zoning Commission; and June 5, 2023, at 5:15 pm before the Mayor and Council of the City of Dallas; public hearings will be held in Council Chambers of Dallas City Hall, 129 E. Memorial Drive, Dallas, GA. 30132. (Z-2023-03)

This the 5th day of May, 2023

City of Dallas (Applicant) Helping Hands of Paulding County, Inc. (Titleholder)

