



# City Council Regular Meeting

Monday, April 07, 2025

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

---

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of a meeting or the facilities, are required to promptly contact the City's ADA Coordinator Brandon Rakestraw at 770.443.8110 ext. 1401 to allow the city to make reasonable accommodations for those persons.*

---

## AGENDA

### CALL TO ORDER

### INVOCATION AND PLEDGE

### RECOGNITION OF VISITORS AND COMMENTS

1. Martha Covington, Woodland Creek Project
- [2.](#) PROC 2025-01: Child Abuse Prevention Month
- [3.](#) PROC 2025-02: Georgia Cities Week
- [4.](#) PROC 2025-03: National Donate Life Month
- [5.](#) PROC 2025-04: Safe Digging Month & Dallas 811 Day

### MINUTES APPROVAL

- [6.](#) Monday, March 3, 2025, Regular Meeting Minutes

### CONSENT AGENDA

- [7.](#) Sewer Only Warranty Bond Release: Bond No. 2020-03; Sienna Forest Phase 1A
- [8.](#) Sewer Only Warranty Bond Release: Bond No. 2021-01; Sienna Forest Phase 1B
- [9.](#) Sewer Only Warranty Bond Release: Bond No. 2021-03; Sienna Forest Phase 2
- [10.](#) Authorize Mayor to enter into IGA with Paulding County regarding water purchase and master meters.

### OLD BUSINESS

- [11.](#) Second Read: Ordinance Amendment OA-2025-01; Alcoholic Beverages

### NEW BUSINESS

- [12.](#) Resolution 2025-07: Allowing the City to reimburse itself from proceeds of tax-exempt debt for expenditures on the New City Hall Project

- [13.](#) Approve appointment of seven (7) candidates to the Main Street Advisory Board
- [14.](#) First Read: Ordinance Amendment OA-2025-02; Chapter 38 – Traffic and Vehicles
- [15.](#) First Read: Ordinance Amendment OA-2025-03; Chapter 10- Business, Article XII-Restaurants

**ADDITIONAL/COMMENTS**

**ADJOURNMENT**



# Proclamation

## CHILD ABUSE PREVENTION AWARENESS MONTH APRIL 2024 PROCLAMATION 2025-01

- Whereas,** Children are the embodiment of innocence and hope for the future. Every child deserves to grow up in a safe, nurturing environment, free from harm and fear. Sadly, child abuse is a reality; a problem we must relentlessly combat through awareness and action.
- Whereas,** Every responsible person will agree that even one abused child is too many, and that protecting our children is one of our highest priorities. It is vital that we all do our part to ensure that our youth are safe and given the opportunity to have happy childhoods.
- Whereas,** There are no excuses for child abuse or neglect, but there are many consequences, some which may last a lifetime. Therefore, it is critical that children's advocacy groups, community organizations, government resources, and others come together to form a network of support that can reach out to those in need. When abuse or neglect does occur, individual citizens have a duty to report it to the appropriate authorities.

***Now, therefore, I, James Kelly, Mayor of the City of Dallas, Georgia, do hereby proclaim April 2025 as CHILD ABUSE PREVENTION AWARENESS MONTH in Dallas, Georgia and encourage the citizens to show that they care by committing themselves to fighting child abuse and neglect.***

***This month, I ask all citizens of Dallas, Georgia to join with the Paulding Child Advocacy Center to fight child abuse. By raising awareness of this issue and standing up for the safety of our children, we can help prevent child abuse and allow our young ones to look forward to bright futures.***

***IN WITNESS WHEREOF, I have hereunto set my hand this Seventh Day of April, in the year of our Lord Two Thousand Twenty-Five, and in the City of Dallas, Georgia.***

---

**Mayor L. James Kelly**



# Proclamation

## GEORGIA CITIES WEEK APRIL, 21-26, 2025 PROCLAMATION 2025-02

Encouraging All Citizens to Support the Celebration and Corresponding Activities

- Whereas,** City government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and
- Whereas,** City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and
- Whereas,** City government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and
- Whereas,** Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and
- Whereas,** This week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government through a variety of different projects and information; and
- Whereas,** Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through civic involvement.

***Now, therefore, I, L. James Kelly, Mayor of the City of Dallas, Georgia, do hereby resolve that the City of Dallas declares April 21-26, 2025, as Georgia Cities Week.***

***Be it further resolved, that the City of Dallas encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.***

***IN WITNESS WHEREOF, I have hereunto set my hand this Seventh Day of April, in the year of our Lord, Two Thousand Twenty-Five, and in the City of Dallas, Georgia.***

---

**Mayor L. James Kelly**

# P roclamation



## NATIONAL DONATE LIFE MONTH APRIL 2025 PROCLAMATION 2025-03

**Whereas**, One of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**Whereas**, More than 104,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which nearly 3,000 reside in Georgia; and

**Whereas**, 48,149, a record number of transplants, occurred in the calendar year 2024 thanks to the generosity of 24,018 deceased and living donors, of which 1,268 transplant patients and 642 deceased and living donors, also a record number, were from Georgia; and

**Whereas**, More than 2.5 million people throughout the country and in Georgia benefit annually from tissue transplantation thanks to thousands of tissue donors; and

**Whereas**, The need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 10 minutes and millions more could experience improved quality of life through tissue transplantation; and

**Whereas**, The critical donor shortage remains a public health crisis as an average of 20 people die daily due to the lack of available organs; and

**Whereas**, Organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and

**Whereas**, Donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we City citizens can perform; and

**Whereas**, Nearly than 3.8 million Georgians have already registered their decision to give the Gift of Life at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org), when getting or renewing their driver license or state identification card at a driver license office, or when getting a hunting or fishing license through the Department of Natural Resources; and

**Whereas**, LifeLink® of Georgia, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Georgia, with a vision to maximize the gift of life while giving hope to donor families and transplant patients and mission to honor donors and save lives through organ and tissue donation; and

**Whereas**, City supports the life-saving mission of LifeLink® of Georgia; now

**Therefore, I, James Kelly, Mayor of the City of Dallas, Georgia, do hereby proclaim April 2025 as NATIONAL DONATE LIFE MONTH in Dallas, Georgia In City, to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at [donatelifegeorgia.org](http://donatelifegeorgia.org), to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation IN WITNESS WHEREOF, I have hereunto set my hand this Seventh Day of April, in the year of our Lord Two Thousand Twenty-Five, and in the City of Dallas, Georgia.**

---

Mayor L. James Kelly

# P

# roclamation



## PROC 2025-04 SAFE DIGGING MONTH & DALLAS 811 DAY APRIL 2025

**WHEREAS,** Thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety, and;

**WHEREAS,** In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site, and:

**WHEREAS,** The Paulding County Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System in an effort to reduce these damages, and;

**WHEREAS,** Damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Paulding can save time, money and help keep our infrastructure safe and connected, and;

**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 **April 2025, as Safe Digging Month** and **April 01, 2025,** was recognized as **Dallas 811 Day** in the City of Dallas, Georgia; And encourage contractors and homeowners throughout the City of Dallas, Georgia, to always call 811 before digging. Safe digging is no accident!!

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

---

**L. James Kelly, Mayor**



# City Council Regular Meeting

Monday, March 03, 2025

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

---

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of a meeting or the facilities, are required to promptly contact the City's ADA Coordinator Brandon Rakestraw at 770.443.8110 ext. 1401 to allow the city to make reasonable accommodations for those persons.*

---

## MINUTES

### CALL TO ORDER

#### PRESENT

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

### INVOCATION AND PLEDGE

Sammy Callahan led the Invocation and Pledge.

### RECOGNITION OF VISITORS AND COMMENTS

Cody Gilkeson; Filming update.

Thomas Hurd; Overlook Court Sewer.

### MINUTES APPROVAL

1. Motion to adopt February 3, 2025, Regular Meeting Minutes.

Motion made by Councilmember Arnold, Seconded by Councilmember Alls.

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

**CONSENT AGENDA**

Motion to approve the following items.

Motion made by Councilmember Callaway, Seconded by Councilmember Henson.

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

2. Intergovernmental Agreement with Paulding County regarding conveyance of 228 West Spring Street as drafted by the city.

**OLD BUSINESS**

3. Motion to approve ORD 2025-01: Increase Compensation for Mayor and Council.

Motion made by Councilmember Henson, Seconded by Councilmember Aalls.

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

4. Motion to approve ORD 2025-02: Amend the Charter Art. IV Sec. 4-13, Repeal conflicting ordinances and for other purposes regarding Government Structure and qualifications of elected officials.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

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

**NEW BUSINESS**

5. First Read: Ordinance Amendment OA-2025-01; Alcoholic Beverages

6. Motion to approve 251 E. Memorial Drive Sign Permit.

Motion made by Councilmember Aalls, Seconded by Councilmember Cochran.

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

7. Motion to approve MOU and CIA with the Georgia Department of Transportation for the relocation of the existing sewer force main. Enter into a contract for Engineering Services with WK Dickson. The total relocation construction cost is \$ 337,375.00 out of which in-kind replacement cost is \$ 337,375.00. The total engineering cost is not to exceed \$55,000.00.

Motion made by Councilmember Cochran, Seconded by Councilmember Callaway.

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

**ADDITIONAL/COMMENTS**

Motion to approve the bid award for RedSpeed.

Motion made by Councilmember Henson, Seconded by Councilmember Arnold.

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



Motion to approve Project A Condemnation for temporary easements for sewer line upgrade.

Motion made by Councilmember Aalls, Seconded by Councilmember Callaway.

Voting Yea: Councilmember Aalls, Councilmember Carter, Councilmember Henson, Councilmember Cochran, Councilmember Callaway

Voting Abstaining: Councilmember Arnold

Motion to authorize the City Manager, Public Works Director, or designee to finalize the contract with CCMWA.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

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

## ADJOURNMENT

Motion to adjourn.

Motion made by Councilmember Carter, Seconded by Councilmember Cochran.

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

\_\_\_\_\_  
Mayor, L. James Kelly

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk, Tina Clark

\_\_\_\_\_  
Date



## STAFF ACTION ITEM

**MEETING DATE:** 04/07/2025

**TITLE:** *Sewer Only Warranty Bond Release: Bond No. 2020-03; Sienna Forest Phase 1A*

**PRESENTED BY:** *Brandon Rakestraw – Public Works Director*

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

*Sewer Only Warranty Bond Release: Bond No. 2020-03; Sienna Forest Phase 1A*

---

**HISTORY/PAST ACTION:**

*Development Final Plat & Warranty Bond: September 24, 2020*

---

**FINANCIAL IMPACT:**

*\$76,021.50*

---

**INFORMATION:**

Request Council Review/Approval:

Sewer Only Warranty Bond Release

A final acceptance for public dedication inspection has been completed by the Public Works Department. Confirmation that the improvements are acceptable was provided by the inspection team. The Public Works Director has requested release of the bond amount back to Forestar (USA) Real Estate Group.

A final inspection fee of \$50.00 per lot with a minimum fee of \$2,500.00, as specified in the bond, for 47 lots, shall be deducted from the bond amount. Amount returned to Forestar (USA) Real Estate Group shall be \$73,521.50.



---

## STAFF ACTION ITEM

---

**MEETING DATE:** 04/07/2025

**TITLE:** *Sewer Only Warranty Bond Release: Bond No. 2021-01; Sienna Forest Phase 1B*

**PRESENTED BY:** *Brandon Rakestraw – Public Works Director*

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

*Sewer Only Warranty Bond Release: Bond No. 2021-01; Sienna Forest Phase 1B*

---

**HISTORY/PAST ACTION:**

*Development Final Plat & Warranty Bond: August 31, 2021*

---

**FINANCIAL IMPACT:**

*\$11,958.56*

---

**INFORMATION:**

Request Council Review/Approval:

Sewer Only Warranty Bond Release

A final acceptance for public dedication inspection has been completed by the Public Works Department. Confirmation that the improvements are acceptable was provided by the inspection team. The Public Works Director has requested release of the bond amount back to Forestar (USA) Real Estate Group.

A final inspection fee of \$50.00 per lot with a minimum fee of \$2,500.00, as specified in the bond, for 49 lots, shall be deducted from the bond amount. Amount returned to Forestar (USA) Real Estate Group shall be \$9,458.56.



---

## STAFF ACTION ITEM

---

**MEETING DATE:** 04/07/2025

**TITLE:** *Sewer Only Warranty Bond Release: Bond No. 2021-03; Sienna Forest Phase 2*

**PRESENTED BY:** *Brandon Rakestraw – Public Works Director*

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

*Sewer Only Warranty Bond Release: Bond No. 2021-03; Sienna Forest Phase 2*

---

**HISTORY/PAST ACTION:**

*Development Final Plat & Warranty Bond: March 1, 2022*

---

**FINANCIAL IMPACT:**

*\$55,005.70*

---

**INFORMATION:**

Request Council Review/Approval:

Sewer Only Warranty Bond Release

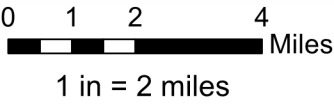
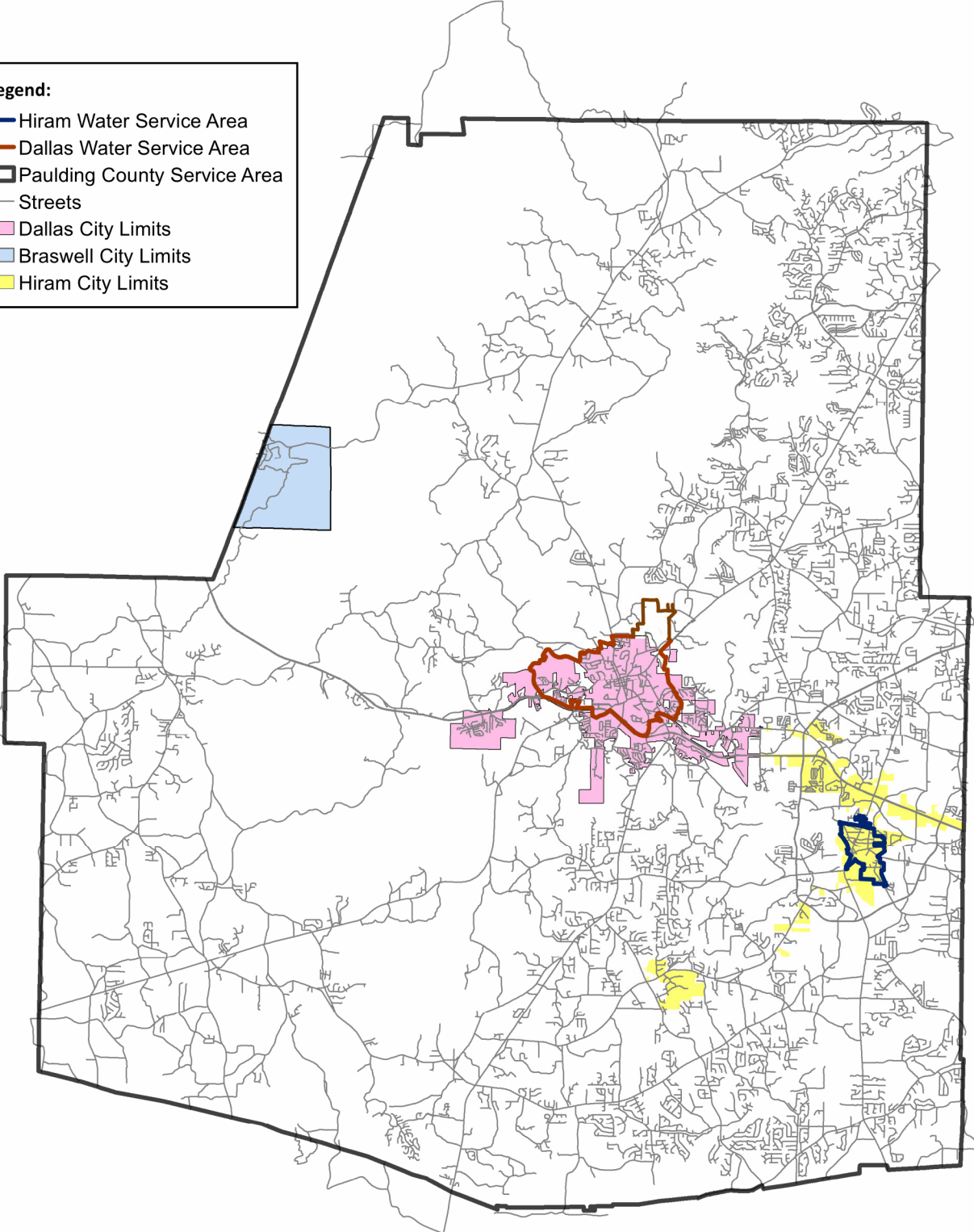
A final acceptance for public dedication inspection has been completed by the Public Works Department. Confirmation that the improvements are acceptable was provided by the inspection team. The Public Works Director has requested release of the bond amount back to Forestar (USA) Real Estate Group.

A final inspection fee of \$50.00 per lot with a minimum fee of \$2,500.00, as specified in the bond, for 68 lots, shall be deducted from the bond amount. Amount returned to Forestar (USA) Real Estate Group shall be \$51,605.70.

# PAULDING COUNTY WATER SERVICE AREA

**Legend:**

- Hiram Water Service Area
- Dallas Water Service Area
- Paulding County Service Area
- Streets
- Dallas City Limits
- Braswell City Limits
- Hiram City Limits



## WATER SUPPLY CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF DALLAS, GEORGIA**, by and through its City Council ("the City") and **PAULDING COUNTY, GEORGIA**, by and through its Board of Commissioners ("the County")(collectively "the Parties").

### WITNESSETH:

WHEREAS, the County provides and distributes water to the citizens of Paulding County; and

WHEREAS, the County has completed the construction of the Richland Creek Reservoir and Water Plant, supplies water, and owns a public water system which distributes water to all portions of Paulding County, Georgia; and

WHEREAS, an adequate and constant supply of water for the County's present and future users is of the utmost importance to the protection of the health, welfare, and property of its residents and to this end provision should be made therefore; and

WHEREAS, the County and the City originally entered into a written contract and agreement dated June 18, 1979, wherein provision was made for the County to supply water to the City upon certain terms and conditions, hereinafter called the "First Water Purchase Contract, " which contract has since expired; and

WHEREAS, the City will be returning the existing master meters and residential customers which operate within the Paulding County Water Service Area, as defined herein, at no cost to the County, within 120 days of contract execution; and

WHEREAS, there now exists a need for the City to purchase water for its existing system and for future expansion within its designated water service area; and

WHEREAS, the County owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City's system and the estimated number of water users to be served by the City, and

WHEREAS, the Dallas City Council approved and authorized the execution of this Contract for the purchase of water from the County in accordance with the terms set forth in this Contract at its meeting held on the \_\_\_day of \_\_\_\_\_, 2025, and the execution of this Contract by the Mayor and attestation by the City Clerk was duly authorized; and

WHEREAS, the Paulding County Board of Commissioners approved and authorized the execution of this Contract for the sale of water to the City in accordance with the terms set forth in this Contract at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025, and the execution of this Contract by the Chairman and attestation by the County Clerk was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the Parties agree as follows:

## **1. Definitions**

Wholesale Rate - a uniform volumetric charge based on the metered delivery of water in thousands of gallons up to the City's Reserved Allocation

Billing Charge – The amount charged for water used.

## **2. Quality and Quantity**

To furnish the City at the point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, potable treated water meeting applicable

purity standards of the Georgia Department of Public Health and Georgia Department of Natural Resources, Environmental Protection Division in such quantity as set forth in this Contract.

This Contract is subject to applicable rules, regulations, and laws of the State of Georgia; and the County and City will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

### **3. Delivery and Pressure**

The water will be furnished at a reasonably constant pressure from the existing master meters within the City water service area. The City will be solely responsible to regulate the pressure to its distribution system and storage tanks. Any additional delivery points requested by the City to the City's water service area may be considered by the County for approval within the County's sole discretion. Any additional delivery points approved by the County shall be in writing and subject to the same terms and conditions of this Contract.

If a pressure greater than that normally available at the point of delivery is required by the City, the cost of providing such greater pressure shall be borne by the City. Should infrastructure be installed for the purpose of boosting the pressure, the City agrees not to decrease the delivery pressure more than 15 p.s.i. below the normal operating pressure at any time. Emergency losses of pressure or supply due to main supply line breaks, power failures, flood, fire and fire suppression, earthquakes, other catastrophes, or such other causes beyond the control of either party shall excuse such party from this provision for such a period of time as may reasonably be necessary to restore service.

Any equipment installed by the City for the purpose of controlling the flow, pressure,



or measurement of water in the City's system must be approved by the Director of the Paulding County Water System, or the designee thereof, in writing to ensure continuity and compatibility between the two systems.

#### **4. Payment**

The City shall pay the County the invoiced amount for water supplied within 15 days of the date of invoice. In the event timely payment is not made, interest shall automatically begin to accrue on such delinquent amount at the rate of 7 percent per annum from the date such payment is due until the date of receipt of full payment of such delinquent amount and accrued interest thereon.

#### **5. Rates and Capacity**

a. Upon the City's return of customers behind residential meters located in the Paulding County Water Service Area, the County will sell water to the City at a cost of \$4.73 per thousand gallons.

b. The City shall have a purchase limit of 22.5 million gallons per month. The limit can be increased during the contract period with approval by both the City Council and the Board of Commissioners.

c. If the purchase limit of 22.5 million gallons of water per month is exceeded prior to approval of an increase in said purchase limit by the City Council and Board of Commissioners, the rate for the amount of the overage shall be 150 percent the Wholesale Rate.

## **6. Rate Changes**

The parties hereto recognize the obligation of the County to establish and from time to time revise the rate of compensation for water sold and services rendered by the County to its Wholesale and Non-Wholesale Customers, including but not limited to the City, under this Agreement. The Wholesale Rate increase will be the greater of 3 percent or the current wholesale rate increase published by Cobb County Marietta Water Authority. Notice of rate change shall be communicated to the City at least 45 days in advance.

## **7. Ability to Pay**

City agrees at all times to establish and maintain rates, fees, and charges for water distributed to its users sufficient to assure its ability to perform its obligations herein provided. It is expressly understood by the parties hereto that all payments due to County hereunder are to be made from water and/or sewer revenues received by City.

## **8. Metering**

City agrees to furnish and install, at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the City. Such equipment shall become the sole property of County for operating and maintaining the same. The metering equipment shall be approved by the Director of the Paulding County Water System or his designee. The County agrees to test and calibrate such metering equipment as it deems necessary but not less than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three months prior to such tests in

accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the month immediately prior to the failure unless County and City shall agree upon a different amount. The metering equipment shall be read on or near the twentieth day of each month.

Both the County and the City are implementing advanced metering infrastructure (AMI) within their service areas. Both jurisdictions agree to work cooperatively to expand their AMI infrastructure to reduce unnecessary duplication of infrastructure and expense as follows:

- a) The City and County will work with a common vendor to advance the ability for both entities to read the master meters.
- b) The City will allow the County and the County will allow the City to utilize antennas installed by each respective jurisdiction for improving AMI in both service areas.
- c) The County and City shall work with the meter supplier to ensure that the County and City have access to master meter data to perform analytics on both the County and City system.

## **9. Modification of Contract**

The provisions of this contract may be modified or altered by mutual written agreement of the parties.

## **10. Bonds and Bonding**

Both the City and the County shall have the right to issue and sell revenue bonds for the purpose of making additions or extensions to their respective water systems or for other legal purposes and all such revenue certificates, including the computation, determination or estimation of the financial ability of the applicable entity to repay such certificates, may be based

or predicated upon the provisions of this Contract. Nothing herein shall in any way be construed to prohibit the County from issuing revenue bonds based upon revenues from its water system or to prohibit the City from issuing revenue bonds based upon the revenues from its water system. Further, nothing herein shall be construed so as to prohibit the County from pledging the revenues from its water system in conjunction with the revenues from other utilities maintained by the County to secure the payment of any revenue bonds.

Each party hereto agrees to cooperate fully and in good faith with the other party in promoting the sale of any revenue bonds issued by such party so as to reasonably minimize the cost thereof to the issuing party and to endeavor to obtain an interest rate or rates thereon most favorable to the issuing party.

The construction of additions and extensions to the County's infrastructure may be financed by a loan made or insured by, and/or a grant from, the United States of America, acting through one or more of its agencies. Additionally, the construction of additions and extensions to the County's infrastructure may be financed by a loan made or insured by, and/or a grant from, the State of Georgia, acting through one or more of its agencies, including the Georgia Environmental Finance Authority. In the event that such construction is so financed by either of these means, the City agrees to cooperate in all reasonable ways with the County in securing such loans and/or grants, including adjustment of water rates and charges.

#### **11. Service Area and Master Meters**

The Paulding County Water Service Area Map, attached hereto as Exhibit A, shall establish the boundaries of water service for a period of ten years from the date of execution of this Contract. Water customers of each respective jurisdiction shall be determined in accordance with the Water Service Area Map. City water customers shall be those located within the

Dallas Water Service Area. County water customers shall be those located outside of the Dallas Water Service Area. Any water customers of the City located outside of the Dallas Water Service Area and any master meters serving those customers shall be transferred and assigned to the County, without cost, within 120 days of the execution of this Contract. The City shall pay the County a penalty of \$15,000.00 for each day that, because of the action or inaction of the City, the complete transfer of master meters has not occurred by the transfer deadline. Additionally, where either party is found serving a water customer outside of its designated water service area, the offending party shall pay to the other party a penalty of \$15,000.00 unless otherwise mutually agreed. Any such penalty payments shall be processed in accordance with Section 4.

Each respective jurisdiction shall have the right to provide water service to its own government buildings and potable wells/pumping station facilities regardless of where such facilities are located.

## **12. Meetings**

The County may schedule meetings with the City to discuss matters covered by this Contract. The meter supplier shall be included in such meetings as necessary to help coordinate any metering items needing to be addressed.

## **13. Effective Date; Term; Termination**

The Effective Date of this Contract shall be the date on which the last party executes the Contract, and except as otherwise provided herein regarding the 10-year duration of the Paulding County Water Service Area Map, the Contract shall endure for a term of 30 years from the date of the initial acceptance. This Contract shall serve as a revision to the Water Distribution Service Delivery Strategy between the Parties.

Should the City choose to terminate this Contract before the end of the term or any renewal thereof, the City will notify the County in writing two (2) years in advance of the termination date. Failure of the City to notify the County in writing of its desire to terminate this Contract at least two (2) years prior to such termination, shall make the City obligated to pay to the County a sum equal to the County's billing to the City for water for the twelve (12) months immediately prior to notice of termination.

**14. Severability**

Should any phrase, clause, sentence or paragraph of this Contract for any reason be held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, it is the intention of each of the parties hereto that such infirmity shall in no way affect the remaining provisions of the Contract which shall remain in full force and effect.

**15. Law; Venue**

This Contract shall be governed by the laws of the State of Georgia. Exclusive venue for any litigation shall be in Paulding County Superior Court.

**16. Mediation**

The Parties to this Contract shall in good faith attempt to resolve all disputes regarding the application or enforcement of this Contract amicably. In the event no amicable resolution can be reached, the parties may submit their claims to non-binding mediation prior to filing any action in law or equity, both of which would be appropriate actions. The cost of any mediation

shall be borne equally by the two parties.

**17. Transfer or Assignment**

This Agreement may not be transferred or assigned, in part or in whole, without the written consent of both parties herein.

**18. Effect of Contract**

The terms, provisions and conditions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Both parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

**19. Ownership of Paulding County System**

The City agrees that payment of the Wholesale Rate provided to the City, does not constitute, and shall not be construed to be, consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in any of the County's facilities, including but not limited to water lines, treatment facilities, pumping and storage infrastructure, and/or the Richland Creek Reservoir.

**20. Force Majeure and Temporary Inability to Perform**

In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time

after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, war, natural disaster, catastrophe, or any other emergency creating conditions under which either party's compliance with the Agreement would become impossible or create a substantial financial burden upon the party.

The County will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the City with quantities of water required by this Contract. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the County is otherwise diminished over an extended period of time, the supply of water to City's consumers shall be reduced or diminished equally with the supply to County's.

## **21. Emergency Action**

The County acting as the agent of the City under this Contract may take emergency action, up to and including temporary discontinuation of service, to stop or prevent any backflow into its jurisdiction that is generated in, or transported through, the City's jurisdiction when in the reasonable opinion of the County items such as a major water line break, flooding, or construction activities leading to a loss of pressure, presents, or may present, an imminent



danger to the health or welfare of humans or property, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination of a County main. The County agrees to provide such notice as is practicable to affected water users and the City of its intent to take emergency action prior to taking action. In the event such emergency action results in the necessity to repair damaged water infrastructure or facilities located in the City and which are a part of the City's water system, the actual cost of such repair shall be the responsibility and obligation of the City.

## **22. Waiver**

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

## **23. Notices**

All notices and other communications required or permitted under this Contract shall be in writing and addressed to such parties below and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent.

### **CITY OF DALLAS:**

Mayor

Dallas City Council

129 E. Memorial Drive

### **PAULDING COUNTY:**

Chairman

Paulding County Board of Commissioners

240 Constitution Boulevard

Dallas, Georgia 30132

Dallas, Georgia 30132

With Copy to:

With Copy to:

City Manager

County Manager

City of Dallas

Paulding County

129 E. Memorial Drive

240 Constitution Boulevard

Dallas, Georgia 30132

Dallas, Georgia 30132

#### **24. Default, Termination**

Failure to pay any of the payments required under this Contract when due or failure of either party to comply with any covenant, term, or obligation of this Contract shall constitute a material default on the part of such party. In any such event the non-defaulting party may, bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term or obligation of this Contract against the other party. In addition to any other provisions contained in this Contract, in the event either party fails to fulfill its obligations or abide by the terms of this Contract, and after having received written notice from the non-defaulting party identifying the breach and allowing for an

opportunity to cure (at least 30 days), and such breach continues, then the non-defaulting party may terminate this Contract by providing written notice to the other party specifying the effective date of termination.

**25. Time of Essence**

Time is of the essence of this Contract.

**26. Number of Original Documents**

It is agreed between the parties that this Contract may be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

SO AGREED by the undersigned on the date herein above written:

**CITY OF DALLAS, GEORGIA**

By:

\_\_\_\_\_  
L. James Kelly, Mayor

Attest:

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

Date \_\_\_\_\_

(City Seal)

**PAULDING COUNTY, GEORGIA**

By:

\_\_\_\_\_  
Timothy B. Estes, Chairman

Attest

\_\_\_\_\_  
County Clerk

Date \_\_\_\_\_

(County Seal)

\_\_\_\_\_

**EXHIBIT A**

**ORDINANCE  
AMENDMENT  
NO. OA - 2025 - 01**

**AN AMENDMENT TO AMEND CHAPTER 4 – ALCOHOLIC BEVERAGES  
REGARDING MALT BEVERAGE BREWERIES, DISTILLERIES, FARM  
WINERY, HAPPY HOUR REGULATIONS, HOURS OF SALES, UPDATE  
THE ENTERTAINMENT ZONE MAP; TO REPEAL CONFLICTING  
ORDINANCES AND FOR OTHER PURPOSES**

- 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 businesses operating 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 Charter of the City of Dallas, Georgia does allow the Mayor and the City Council, by ordinance, to regulate the manufacturing and sale of alcoholic beverages in the City of Dallas in compliance with O.C.G.A. Title 3 Alcoholic Beverages; **AND**
- WHEREAS,** The Mayor and the City Council of Dallas, Georgia considered the proposed amendment at a duly noticed public meeting on April 7, 2025; **AND**
- WHEREAS,** The Mayor and the City Council of Dallas, Georgia have determined that this amendment is in the best interest of the City’s residents and for their safety, health and welfare and the public good; **AND**

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

**SECTION I.**

That **CHAPTER 4 – ALCOHOLIC BEVERAGES, ARTICLE II. – MALT BEVERAGE AND WINE MANUFACTURERS**, is **REPEALED** in its entirety and **REPLACED** by the following:

**ARTICLE II. – MALT BEVERAGE AND WINE MANUFACTURERS**

**Sec 4-20. - Breweries and Microbreweries.**

- (a) Breweries and microbreweries must comply with all applicable city, state and federal license requirements.
- (b) Breweries and microbreweries must pay all applicable state, city and county taxes.
- (c) Breweries and microbreweries may sell malt beverages for consumption on premises and consumption off premises, subject to the limitations provided in O.C.G.A. 3-5-24.1.
- (d) Breweries and microbreweries are not subject to section 4-82, 4-83, or 4-84 of this chapter.

**Sec. 4-21. - Distilleries.**

- (a) Distilleries must comply with all applicable city, state and federal license requirements.
- (b) Distilleries must pay all applicable state, city and county taxes.

- (c) Distilleries may sell wine for consumption on premises and consumption off premises, subject to the limitation provided in O.C.G.A. 3-4-24.2.
- (d) Distilleries are not subject to section 4-82, 4-83 or 4-84 of this chapter.

**Sec. 4-22. - Farm wineries**

- (a) Farm wineries must comply with all applicable city, state and federal license requirements.
- (b) Farm wineries must pay all applicable state, city and county taxes.
- (c) Farm wineries may sell wine for consumption on premises and consumption off premises, subject to the limitation provided in O.C.G.A. 3-6-21.1.
- (d) Farm wineries are not subject to section 4-82, 4-83, or 4-84 of this chapter.

**Secs. 4-23 - 4-30. – Reserved.**

That **CHAPTER 4 – ALCOHOLIC BEVERAGES, ARTICLE VII. – CONSUMPTION ON PREMISES OF ALCOHOLIC BEVERAGES**, is amended as follows:

Section 4-81 – Hours of sale is amended as follows:

**Sec. 4-81. - Hours of sale.**

- (a) The hours of sale for consumption by the drink on the premises where sold is 9:00 a.m. to 1:30 a.m. Monday through Saturday, and from 12:30 p.m. Sunday till 1:30 a.m. Monday morning.
- (b) Any alcoholic beverage served must be consumed within 30 minutes of the required closing time.

Section 4-90 – Happy hour promotions, is amended as follows and shall be renumbered accordingly.

**Sec. 4-90. - Happy hour promotions.**

- (a) As used in this subsection, the term "drink" means any beverage which contains any amount of alcoholic by volume.
- (b) This section shall be construed to cover, include and apply to all alcoholic beverages including malt beverages, wine and distilled spirits for consumption on premises by properly licensed establishments in the City of Dallas, Georgia. All on premises licensees are prohibited from selling or giving away alcoholic beverages under the following circumstances:
  - (1) Offering all you can drink for a set price during a set time.
  - (2) Serving multiple drinks for a single price unless the drinks are part of a variety sampler of which no more than a total of 16 ounces can be served as part of the sampler and which sampler shall be comprised of at least four different varieties of malt beverages or wine or three different mixes containing distilled spirits.
  - (3) Making a single price the basis for a required purchase of two or more servings.
  - (4) Serving alcoholic beverages by the pitcher, except to two or more persons at any one time.
  - (5) Selling alcoholic beverages for less than half the normal retail price, or selling alcoholic beverages in pitchers or in jumbo sizes for less than half the normal retail price. Nothing contained in this subsection shall be construed to prohibit the dispensing of drinks in pitchers or in jumbo sizes, provided that such pitchers or jumbo sizes shall be available at all times that the licensee is open for business.

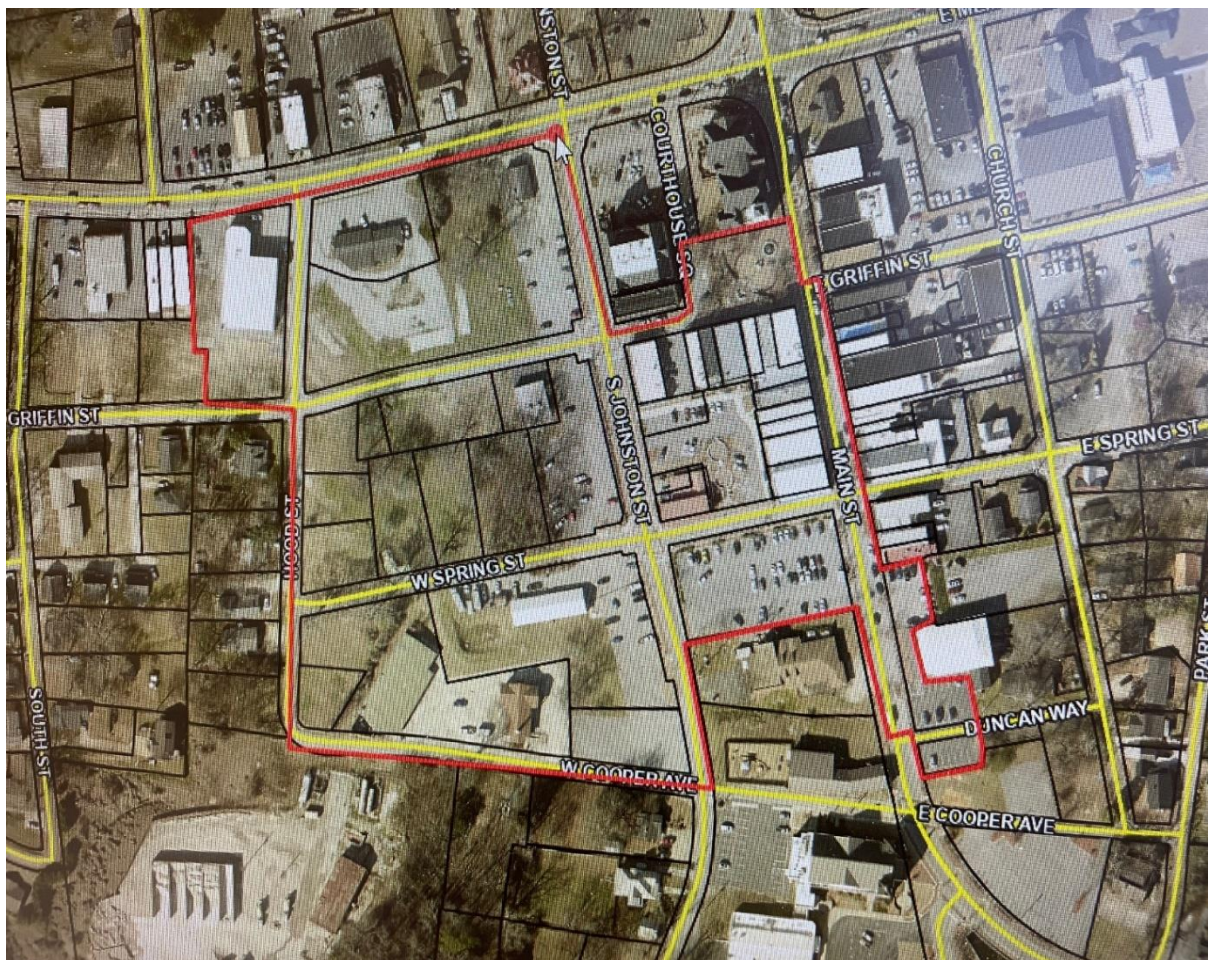
- (6) Using coupons or other special promotional items as an inducement to purchase alcoholic beverages.
- (7) Sponsoring, conducting or allowing contests or other promotions which have as their primary purpose increasing the consumption of alcoholic beverages.
- (8) Offering or delivering any free alcoholic beverage to the general public.
- (c) The prohibitions and restrictions in the foregoing subsection which apply to licensees or agents or employees of licensees shall not:
  - (1) Apply at private functions;
  - (2) Prohibit the offering of free food or entertainment at any time;
  - (3) Prohibit including drinks as part of the price of a hotel, travel, entertainment, or meal package;
  - (4) Prohibit the sale, offer to sell, or delivery of wine or malt beverage by the bottle, pitcher or carafe;
  - (5) Prohibit any motel or hotel from offering room service to registered guests.

Section 4-94(b) shall be amended to update the entertainment district as follows:

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

...

- (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.



...

Section 4-94(c)(5) shall be amended as follows:

...



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

...

- (5) Consumption of alcoholic beverages described in this section shall be limited to the hours of 9:00 a.m. to 1:30 a.m. Monday through Saturday and 12:30 p.m. Sunday until 1:30 a.m. Monday, unless approved by mayor and council for a special event.

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

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

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

**SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE  
CITY OF DALLAS, GEORGIA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
2024.**

\_\_\_\_\_  
L. James Kelly, Mayor

\_\_\_\_\_  
James R. Henson, Councilmember

\_\_\_\_\_  
Cooper Cochran, Councilmember

\_\_\_\_\_  
Nancy R. Arnold, Councilmember

\_\_\_\_\_  
Christopher B. Carter, Councilmember

\_\_\_\_\_  
Leah Alls, Councilmember

\_\_\_\_\_  
Candace Callaway, Councilmember

ATTEST:

\_\_\_\_\_  
Tina Clark, City Clerk  
City of Dallas, Georgia

\_\_\_\_\_  
Date

# **RESOLUTION**

## **RES 2025-07**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA WITH RESPECT TO THE PROPOSED FINANCING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND RENOVATION OF AN EXISTING BUILDING TO BE USED AS A COURTHOUSE FOR THE CITY THROUGH THE ISSUANCE OF ONE OR MORE TAX-EXEMPT DEBT FINANCINGS; AND FOR OTHER PURPOSES**

**WHEREAS,** the Mayor and Council of the City of Dallas, Georgia (the “Governing Body”) has determined that it is in furtherance of public good that the City of Dallas, Georgia (the “City”), a municipal corporation of the State of Georgia, expend money on the costs of the acquisition, construction, installation and renovation of an existing building to use as a courthouse for the City (the “Project”) in advance of the issuance of tax-exempt debt for such purposes; and

**WHEREAS,** the Project will require capital expenditures currently estimated at not to exceed \$7,500,000 and the one or more issues of tax-exempt debt to pay the costs of such Project is currently estimated not to exceed \$7,500,000 in aggregate principal amount; and

**WHEREAS,** the tax-exempt debt to pay the costs of such Project is to be issued by the City or by an authority or other political subdivision or governmental entity for the benefit of the City; and

**WHEREAS,** the Governing Body finds it prudent to adopt this Resolution stating its intention to reimburse itself from future proceeds of tax-exempt debt for any such expenditures;

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

- (1) The Governing Body hereby indicates its official intent to reimburse expenditures heretofore or hereafter made by itself in connection with the foregoing Project (to the extent permitted by Section 1.150-2 of the Income Tax Regulations of the Internal Revenue Code of 1986, as amended) from one or more future issues of tax-exempt debt.
- (2) The maximum principal amount of tax-exempt debt expected to be issued by the City or by an authority or other political subdivision or governmental entity for the benefit of the City for the acquisition, construction, installation and renovation of the Project hereinabove described is currently estimated not to exceed \$7,500,000

- (3)

The Clerk of the City is instructed to file a certified copy of this resolution with instructions that this resolution should be made available to the general public upon reasonable request therefor.
- (4)

This Resolution shall become effective immediately upon passage.

**RESOLVED this \_\_\_\_\_ day of April, 2025**

\_\_\_\_\_  
L. James Kelly, Mayor

\_\_\_\_\_  
James Henson, Councilmember

\_\_\_\_\_  
Christopher B. Carter, Councilmember

\_\_\_\_\_  
Nancy R. Arnold, Councilmember

\_\_\_\_\_  
Leah Alls, Councilmember

\_\_\_\_\_  
Cooper Cochran, Councilmember

\_\_\_\_\_  
Candace Callaway, Councilmember

Attest: \_\_\_\_\_  
Tina Clark, City Clerk



---

## STAFF ACTION ITEM

---

**MEETING DATE:** 04/07/2025

**TITLE:** Appointment to Main Street Advisory Board

**PRESENTED BY:** Amber Whisner, Business Development

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

Request to appoint 7 candidates to the Main Street Advisory Board

---

**HISTORY/PAST ACTION:**

None

---

**FINANCIAL IMPACT:**

None.

---

**INFORMATION:**

Request to appoint the following members to the Main Street Advisory Board effective at date of appointment.

Deanne Cochran  
Leah Alls  
Lindsey Prell  
Daniel Lumpkin  
Jennifer Hunton  
Victoria Pace  
Sara Nix



## STAFF ACTION ITEM

**MEETING DATE:** 04/07/2025

**TITLE:** Ordinance Amendment No. OA-2025-02; Chapter 38 – Traffic and Vehicles: First Read

**PRESENTED BY:** Brandon Rakestraw – Public Works Director

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

Ordinance Amendment No. OA-2025-02; Chapter 38 – Traffic and Vehicles: First Read

---

**HISTORY/PAST ACTION:**

N/A

---

**FINANCIAL IMPACT:**

N/A

---

**INFORMATION:**

Request Council Review/Approval:

**FIRST READ:**

Ordinance Amendment No. OA-2025-02; Chapter 38 – Traffic and Vehicles; Sec. 38-4. Parking Prohibited; (c) and (e): Shall be amended to read as follows.

- (c) Parking is prohibited within ten feet of any mail receptacle maintained by the U.S. Postal Service except in a marked parking space on a temporary basis adjacent to cluster box units.
- (e) *Parking regulations and prohibitions.*
  - (1) *General prohibitions.*

- a. Parking of vehicles is prohibited on any residential street except in a marked parking space on a temporary basis adjacent to cluster box units; only off-street parking of vehicles shall be permitted in any residential neighborhood. Parking is also prohibited on any residential street of boats, trailers, campers, or any other vehicles.
- b. For the purpose of this section, the term "residential streets" means those streets adjacent to and servicing any property zoned R-1, R-2, ~~or~~ R-3, or TH.

**ORDINANCE  
AMENDMENT  
NO. OA-2025-02  
CHAPTER 38 – TRAFFIC AND VEHICLES**

**WHEREAS,** The Mayor and the City Council of Dallas, Georgia have determined that the City is required to make certain amendments to its Traffic and Vehicles ordinance updating requirements to allow parking in designated residential areas to comply with new City zoning ordinances and zoning regulations as codified in the Official Code of Georgia; **AND**

**WHEREAS,** The Mayor and the City Council of Dallas, Georgia considers the proposed amendment to address the allowance of parking in designated parking area adjacent to U.S. Postal Service cluster box units; **AND**

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

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

**SECTION I.**

**Chapter 38 – TRAFFIC AND VEHICLES; Sec. 38-4. Parking Prohibited; (c) and (e)** shall be amended to read as follows:

**Sec. 38-4. Parking prohibited.**

...

- (c) Parking is prohibited within ten feet of any mail receptacle maintained by the U.S. Postal Service except in a marked parking space on a temporary basis adjacent to cluster box units.

...

- (e) *Parking regulations and prohibitions.*
  - (1) *General prohibitions.*
    - a. Parking of vehicles is prohibited on any residential street except in a marked parking space on a temporary basis adjacent to cluster box units; only off-street parking of vehicles shall be permitted in any residential neighborhood. Parking is also prohibited on any residential street of boats, trailers, campers, or any other vehicles.
    - b. For the purpose of this section, the term "residential streets" means those streets adjacent to and servicing any property zoned R-1, R-2, ~~or~~ R-3, or TH.

...

(Ord. No. OA-2013-04, 3-4-2013; Ord. No. OA-2021-11, 8-2-2021)

Editor's note(s)—Ord. No. OA-2013-04, adopted Mar. 4, 2013, repealed § 38-4, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, § 38-4, pertained to similar provisions. See Code Comparative Table/2005 Compiled Ordinances and Code Comparative Table/Ordinances for derivation.

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

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

**SECTION IV. EFFECTIVE DATE.** Following passage and approval of this ordinance by the Mayor and City Council, this ordinance shall be effective on and after \_\_\_\_\_, 2025.

**SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
L. James Kelly, Mayor

\_\_\_\_\_  
James R. Henson, Councilmember

\_\_\_\_\_  
Candace Callaway, Councilmember

\_\_\_\_\_  
Cooper Cochran, Councilmember

\_\_\_\_\_  
Nancy R. Arnold, Councilmember

\_\_\_\_\_  
Christopher B. Carter, Councilmember

\_\_\_\_\_  
Leah Alls, Councilmember

ATTEST:

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

\_\_\_\_\_  
Date





---

## STAFF ACTION ITEM

---

**MEETING DATE:** 04/07/2025

**TITLE:** Ord Amendment Chapter 10-Businesses Article XII; OA-2025-03; Restaurants.

**PRESENTED BY:** Amber Whisner, Business Development

---

**AGENDA ITEM DESCRIPTION (Agenda Content):**

Ordinance Amendment OA-2025-03; Chapter 10- Business, Article XII-Restaurants

---

**HISTORY/PAST ACTION:**

None

---

**FINANCIAL IMPACT:**

None.

---

**INFORMATION:**

First read on Ordinance Amendment 2025-03. This ordinance amendment adds Article XII-Restaurants to Chapter 10-Businesses. Article XII defines and allows Outdoor Seated Dining via a “Sidewalk Café Permit”.

FIRST READ

ORDINANCE  
AMENDMENT  
NO. OA - 2025 - 03

CHAPTER 10 – BUSINESSES

- 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 businesses operating 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 Charter of the City of Dallas, Georgia does allow the Mayor and the City Council, by ordinance, to regulate the use of City property and public rights of way; **AND**
- WHEREAS,** The Mayor and the City Council of Dallas, Georgia considered the proposed amendment at a duly noticed public meeting on \_\_\_\_\_; **AND**
- WHEREAS,** The Mayor and the City Council of Dallas, Georgia have determined that this amendment is in the best interest of the City’s residents and for their safety, health and welfare and the public good; **AND**

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

**SECTION I.**

That **CHAPTER 10 BUSINESSES**, is hereby amended by adding an **ARTICLE XII** as follows:

**ARTICLE XII - RESTAURANTS**

**Sec. 10-400 – 10-450 Reserved**

**Sec. 10-451. Outdoor Seated Dining**

- a. *Purpose* - The purpose of this ordinance is to regulate outdoor seated dining on public sidewalks and property in the City of Dallas, Georgia, ensuring public health, safety, and welfare while promoting economic vitality.
- b. *Definitions*
  - 1. Outdoor Seated Dining: An outdoor area operated by an existing dining establishment which sells food or beverages for immediate consumption, located on a public sidewalk or other public property, providing seating outside of the establishment for patrons.
  - 2. Outdoor Seated Dining Permit: A permit issued by the City of Dallas Business Development, allowing outdoor seated dining operations on public property.
- c. *Permit Required* - All dining establishments wishing to offer outdoor seated dining on public sidewalks must apply for an Outdoor Seated Dining Permit.
  - 1. All permits for Outdoor Seated Dining shall be issued by The City of Dallas Business Development Office. Said office shall establish the permit process and applications for businesses to apply.
  - 2. An Outdoor Seated Dining Permit shall address at a minimum:
    - i. Pedestrian access with appropriate clear lateral sidewalk width preserved for pedestrian movement.
    - ii. Strict location parameters.
    - iii. Safety of diners and pedestrians.
    - iv. Aesthetic design and maintenance of furnishings.
    - v. Barriers if appropriate
    - vi. Any other aspect of quality, safety, statutory compliance deemed necessary in the discretion of the Business Development Director

- d. *Enforcement*
1. The City Marshal or designee may conduct inspections to ensure compliance.
  2. Any dining establishment found operating outdoor seated dining on public sidewalks without a valid permit or in violation of an Outdoor Seated Dining Permit as described ordinance shall be punished as a misdemeanor including as follows:
    - i. For a first offense, a fine not to exceed \$250.00
    - ii. For a second offense, a fine not to exceed \$500.00 and possible suspension of the Outdoor Seated Dining permit for not more than 6 months.
    - iii. For a third offense, a fine not to exceed \$1,000 and possible suspension and/or revocation of the Outdoor Seated Dining Permit.

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

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

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

**SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE  
CITY OF DALLAS, GEORGIA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
L. James Kelly, Mayor

\_\_\_\_\_  
James R. Henson, Councilmember

\_\_\_\_\_  
Cooper Cochran, Councilmember

\_\_\_\_\_  
Nancy R. Arnold, Councilmember

\_\_\_\_\_  
Christopher B. Carter, Councilmember

\_\_\_\_\_  
Leah Alls, Councilmember

\_\_\_\_\_  
Candace Callaway, Councilmember

ATTEST:

\_\_\_\_\_  
Tina Clark, City Clerk  
City of Dallas, Georgia

\_\_\_\_\_  
Date