



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.

AGENDA

CALL TO ORDER

INVOCATION AND PLEDGE

RECOGNITION OF VISITORS AND COMMENTS

Cody Gilkeson (Key Assistant Locations Mgr.) & Danny Maze (Location Mgr.) to update Filming in Dallas

MINUTES APPROVAL

1. February 3, 2025, Regular Meeting Minutes

CONSENT AGENDA

2. Intergovernmental Agreement with Paulding County regarding conveyance of 228 West Spring Street

OLD BUSINESS

3. Second Read: Approve Ordinance 2025-01: Increase Compensation for Mayor and Council
4. Second Read: Approve Ordinance 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.

NEW BUSINESS

5. First Read: Ordinance Amendment OA-2025-01; Alcoholic Beverages
6. 251 E. Memorial Drive – Sign Permit Approval
7. Enter into MOU and CIA with the Georgia Department of Transportation for the relocation of existing sewer force main. Enter into 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.

ADDITIONAL/COMMENTS

ADJOURNMENT



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MINUTES

CALL TO ORDER

PRESENT

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

ABSENT

Councilmember Cooper Cochran

INVOCATION AND PLEDGE

City Attorney, Darrin Keaton led the Invocation and Pledge.

RECOGNITION OF VISITORS AND COMMENTS

Cody Gilkeson (Key Assistant Locations Mgr.) & Danny Maze (Location Mgr.) to update Filming in Dallas

MINUTES APPROVAL

1. Motion to adopt the Monday, January 6, 2025, Regular Meeting Minutes.

Motion made by Councilmember Alls, Seconded by Councilmember Carter.

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

CONSENT AGENDA

Motion to approve the following items.

Motion made by Councilmember Henson, Seconded by Councilmember Arnold.

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

2. Resolution 2025-02; Appoint Anthony Hallmark as Chief Judge of the Dallas Municipal Court for a term starting February 3, 2025, through February 2, 2027.
3. Appointment of Brandon Rakestraw to the Paulding County Economic Development Board, as presented.

OLD BUSINESS

None

NEW BUSINESS

4. Motion to approve the quote for ASA Life Safety Company to replace “Keyscan” electronic entry system for the Police Department (current system is at end of life) in the amount \$15,950.00 from SPLOST funds.

Motion made by Councilmember Callaway, Seconded by Councilmember Carter.

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

5. Motion to adopt Res 2025-03; DDA-IGA Bond.

Motion made by Councilmember Henson, Seconded by Councilmember Alls.

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

6. Motion to adopt Res 2025-04; Authorize the Mayor and Council to execute all Necessary Applications and other documents to seek a grant under the Atlanta Regional Commissions Livable Centers Initiative (LCI) Grant for a major update to the City of Dallas Livable Centers Study.

Motion made by Councilmember Arnold, Seconded by Councilmember Callaway.

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

7. First Read: Ordinance 2025-01; Increase compensation for Mayor and Council
8. First Read: Ordinance 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.

ADDITIONAL/COMMENTS

None

ADJOURNMENT

Motion to adjourn.

Motion made by Councilmember Arnold, Seconded by Councilmember Carter.

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

Mayor, L. James Kelly **Date**

City Clerk, Tina Clark **Date**

DRAFT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement made and entered into this _____ day of _____ between Paulding County, Georgia, a political subdivision of the State of Georgia (the “County”) and the City of Dallas, Georgia, a Georgia Municipal Corporation (the “City”)

WITNESSETH

WHEREAS: Article IX, Sec. III, Paragraph I(a) of the Constitution of the State of Georgia authorizes counties and municipalities to enter into agreements and contracts regarding activities they are each authorized by law to undertake; and,

WHEREAS: The County and the City, recognizing the significance of a vibrant and thriving downtown area, concur that they share a collective and substantial interest in the revitalization and redevelopment efforts within the City's core. This mutual interest stems from a desire to enhance the economic, social, and cultural landscape of the area, thereby benefiting both the County and the City and their respective residents with initiatives that will foster a rejuvenated and prosperous downtown area in the City; and,

WHEREAS: The City has expressed a desire to have the County transfer ownership of a certain parcel of land, hereinafter referred to as Property A, to the City. This transfer is intended to support and advance the comprehensive revitalization and redevelopment initiatives that the City has undertaken within the designated area of the City's jurisdiction; and,

WHEREAS: The County and the City acknowledge and recognize that the current occupant of Property A, Helping Hands of Paulding County, Inc. (hereinafter “Helping Hands, Inc.”), a charitable organization, plays a significant and invaluable role by providing essential services and aid to the less fortunate and needy citizens residing within both the City and the County; and,

WHEREAS: The County and the City have collectively recognized the necessity and importance of ensuring a seamless and efficient transfer of operations for Helping Hands, Inc. to

an equivalent and suitable facility located outside the designated area of development. This is to ensure that there are minimal disruptions to the essential services and aid that Helping Hands, Inc. provides to the less fortunate and needy citizens residing within both the City and the County; and

WHEREAS: The City, in collaboration with the City of Dallas Downtown Development Authority, has identified and confirmed the availability of a suitable and adequate facility that can serve as a temporary location to house Helping Hands, Inc. during the interim period. This arrangement will provide Helping Hands, Inc. with the necessary infrastructure and space to continue its invaluable operations while the organization prepares and transitions to a more permanent facility that it has recently acquired and is in the process of making ready for use.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE AS FOLLOWS:

1. The County shall quitclaim all rights, title, and interest in "Property A", as legally described in Exhibit A attached hereto, to the City.
2. Upon receipt of said quitclaim for Property A, the City shall provide, through an agreement with the City of Dallas Downtown Development Authority (DDA), property (Property B) containing a facility sufficient to temporarily house the current tenants of Property A, Helping Hands, Inc.
3. For the use of Property B, Helping Hands shall have, at a minimum, the following terms:
 - a. Helping Hands, Inc. shall be allowed to lease Property B for a maximum of twenty-four months.
 - b. Helping Hands, Inc. shall be required to pay a nominal rent of \$1 per month for the duration of the lease.
 - c. Other than the nominal rent, Helping Hands, Inc. shall only be required to pay for the utilities on Property B.

- d. Helping Hands, Inc. shall not be required to pay the reasonable costs for the relocation of its operations to Property B.
4. The City agrees that Helping Hands Inc. shall have up to and including April 7, 2025 to vacate the premises of Property A.
5. The City is obligated to provide suitable property with facilities that adequately meet or exceed the current operational needs of Helping Hands, Inc. While Helping Hands, Inc. is not required to accept the provided property, under no circumstances shall the City be obligated, as part of this agreement, to permit Helping Hands, Inc. to remain on Property A beyond April 7, 2025.
6. The County hereby affirms and represents that it possesses the full authority to convey and transfer Property A to the City. Furthermore, the County asserts that, to the best of its knowledge and after diligent examination, other than A) the current lease with Helping Hands, Inc., and B) the Location Parking Agreement for 327 S. Johnston St., Dallas, Georgia between the County and Still Killing It Productions, LLC, for the period of February 3, 2025 through March 7, 2025, there exist no encumbrances, liens, or other legal hindrances on the property that would in any way prevent or obstruct this transfer of ownership.
7. The City hereby commits to ensuring full compliance with all pertinent legal requirements and regulations in the process of executing any agreement with the DDA, as well as in the subsequent leasing arrangement to Helping Hands Inc.
8. The County hereby assigns all of its interest as lessor to the City for that “Lease Agreement, 228 West Spring Street—Building Operations Center, Helping Hands of Paulding County, Inc.”
9. This Agreement shall be governed and construed in accordance with the laws and statutes of the state of Georgia. Any and all disputes, controversies, or claims arising out of or

relating to this Agreement, or the breach thereof, shall be settled by litigation to be held in a competent court located in Paulding County, Georgia, which shall have exclusive jurisdiction over such matters.

10. This document stands as the complete agreement between the parties in relation to its subject matter, thereby surpassing and replacing all previous agreements, understandings, and negotiations, whether they were written or oral. Moreover, no amendment, modification, or addition to this Agreement shall be considered legally binding unless it is documented in writing and signed by both parties involved.
11. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
12. This Agreement is only for the specific purpose stated herein and nothing in this Agreement shall be construed to make one party an agent of the other Party nor shall either Party have any authority to bind the other in any respect, unless expressly authorized by the other Party in writing
13. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

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

CITY OF DALLAS, GEORGIA

PAULDING COUNTY, GEORGIA

By:

By:

L. James Kelly, Mayor

Tim Estes, Chairman

Attest:

Attest

City Clerk

County Clerk

Date _____

Date _____

(City Seal)

(County Seal)

EXHIBIT A

All that tract and parcel of land being identified as 228 West Spring Street, Dallas, GA 30132 and having the Tax Parcel No. 137.2.1.070.0000, Realkey number 15917, consisting of 1.7+/- acres.

Further identified as follows:



ORDINANCE NO. 2025-01

AN ORDINANCE TO AMEND THE ORDINANCES OF THE CITY OF DALLAS, GEORGIA TO IMPLEMENT THE INCREASE IN COMPENSATION FOR THE MAYOR AND COUNCIL; AND FOR OTHER PURPOSES

WHEREAS, Section 2.13 of the Charter of the City of Dallas, Georgia provides that the Council may determine the annual salary of the Mayor and Council by Ordinance; and

WHEREAS, The salary currently paid to the Mayor, Mayor Pro Tem and Council is: \$10,000.00 per annum for the Mayor, \$7,500.00 per annum for the Mayor Pro Tem, and \$5,000.00 per annum per Councilmember; and

WHEREAS, The Mayor and Council desire an increase in pay to be commensurate with the work done in and for the City; and

WHEREAS, Pursuant to O.C.G.A. § 36-35-4, municipalities are authorized to fix the compensation of elected officials via its Home Rule powers provided such intent is published in the county legal organ once a week for at least three consecutive weeks prior to the week of adoption; and

WHEREAS, An increase would be commensurate to other municipalities similar to the City of Dallas; and

WHEREAS, Such increase is not being taken in an election cycle of elected officials and is not being taken during the period of time of candidates qualifying for election to the membership on the Dallas City Council; and

THEREFORE, the Mayor and Council of the City of Dallas, Georgia hereby ordain as follows:

SECTION I

The salary for the Mayor shall be \$12,500.00 per annum, the salary for the Mayor Pro Tem shall be \$10,000.00 per annum, and the salary for Councilmembers shall be \$7,500.00 per annum payable in monthly installments.

SECTION II

That any and all Ordinances and parts of Ordinances in conflict herewith are hereby waived to the extent of the conflict.

SECTION III

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 shall not affect the validity of the remainder of the Ordinance or any part thereof.

SECTION IV

Following passage and approval by the Mayor and Council, this Ordinance shall take effect January 1, 2026.

FIRST READING: _____

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

**ORDINANCE
ORD-2025-02**

**AN ORDINANCE
TO AMEND THE CHARTER OF THE CITY OF DALLAS TO
AMEND ARTICLE IV SECTION 4-13; TO REPEAL
CONFLICTING ORDINANCES AND FOR OTHER PURPOSES**

WHEREAS, Pursuant to O.C.G.A. §36-35-3 the City has been vested by the State of Georgia with legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property and affairs (the “Home Rule” power) including the power to amend its Charter except as provided in O.C.G.A. §36-35-6; and,

WHEREAS, Consistent with the powers vested them by the City Charter, the City the Mayor and City Council deem it necessary to implement changes to the Charter regarding the qualifications of Mayor and Councilmembers, and to conform the Charter to the State Election Code; and,

WHEREAS, The implementation of changes to the Charter regarding qualifications of elected officials is not a matter preempted by the Georgia General Assembly via enactment of general law; and,

WHEREAS, The Mayor and the City Council of Dallas, Georgia have, in regular meeting of Council assembled, pursuant to O.C.G.A. §36-35-3, after proper notice and advertisement in accordance therewith, considered said amendment; and,

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

SECTION I.

That the City Charter of the City of Dallas:

ARTICLE II. – GOVERNMENT STRUCTURE, Sec. 2-11. - City Council terms and qualifications for office.;

ARTICLE II. – GOVERNMENT STRUCTURE, Sec. 2 – 12. – Vacancy; filling of vacancies.;

ARTICLE V. – ELECTIONS, Sec. 5-10. - Applicability of general law.;

ARTICLE V. – ELECTIONS, Sec. 5-11. - Regular elections; time for holding.;

and

ARTICLE V. – ELECTIONS, Sec. 5-13. - Election by majority.

are hereby amended as follows:

ARTICLE II. – GOVERNMENT STRUCTURE, Sec. 2-11. - City Council terms and qualifications for office. SHALL BE STRUCK IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Sec. 2.11. - City Council terms and qualifications for office.

- (a) The Mayor of the City and members of the City Council shall serve for terms of four years. Municipal officeholders shall be sworn in at the first organizational meeting of the new year following the regular election for said office and will hold office until their successors are duly elected and qualified and take said oath of office.
- (b) No person shall be eligible to serve as Mayor or Councilmember unless he or she is a qualified municipal voter and shall have been a resident of the City for one year immediately prior to the date of his or her qualifying for said position.
- (c) No person shall be eligible to serve as a Ward Councilmember unless he or she is a qualified municipal voter and shall have been a resident of the Ward for which they seek office for one year immediately prior to the date of his or her qualification for said position.
- (d) The Mayor and each Councilmember shall continue to reside within the City limits proper and, unless serving as an At-Large member, within the Ward they represent, during their period of service.

ARTICLE II. – GOVERNMENT STRUCTURE, Sec. 2 – 12. – Vacancy; filling of vacancies. SHALL BE AMENDED AS FOLLOWS:

Sec. 2.12. - Vacancy; filling of vacancies.

- (a) The office of Mayor or seat of Councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, relocation of residency outside the City limits proper, relocation of residency outside the Ward which they represent or removal from office in any manner authorized by this Charter or the general laws of the State of Georgia.
- (b) In the event of a vacancy in the office of Mayor, the position shall be filled by the City Council through the appointment of one of its members by a majority vote. The appointed member shall serve until the next general municipal election, at which time a Mayor will be elected to serve for the remainder of the unexpired term or be seated for the next full term.
- (c) A vacancy in the office of one or more Councilmembers shall be filled by appointment of a qualified person by the Mayor and City Council, by majority vote. The appointee will serve until the next general municipal election, where a Councilmember or members will be elected to complete the unexpired term or begin a new full term.

ARTICLE V. – ELECTIONS, Sec. 5-10. - Applicability of general law. SHALL BE AMENDED AS FOLLOWS:

Sec. 5-10. - Applicability of general law.

All primaries and elections shall be held and conducted in accordance with Chapter 2 of Title 21 Elections of the Official Code of Georgia Annotated, as now or hereafter amended.

ARTICLE V. – ELECTIONS, Sec. 5-11. - Regular elections; time for holding.
SHALL BE AMENDED AS FOLLOWS:

- (a) Pursuant to O.C.G.A. §21-2-9(c), all general municipal elections to fill elective municipal offices shall be held on the Tuesday following the first Monday in November in each odd-numbered year. The terms of office shall begin at the time of taking the oath of office as provided in Section 2.18 of this Charter.
- (b) The Mayor shall be elected in 1991 and every four years thereafter.
- (c) The City Councilmembers from Ward One, Ward Three, and one Councilmember-at-large shall be elected in 1989 and every four years thereafter.
- (d) The City Councilmembers from Ward Two, Ward Four, and one Councilmember-at-large shall be elected in 1991 and every four years thereafter.
- (e) The Mayor and City Councilmembers in office on the effective date of this Charter shall remain in office until their successors are elected and take office as provided in this Charter.

ARTICLE V. – ELECTIONS, Sec. 5-11. - Election by majority. SHALL BE AMENDED AS FOLLOWS:

Sec. 5.13. Election by majority.

- (a) The person receiving a majority of the votes cast for any City office shall be elected.
- (b) In the event that no candidate receives a majority of the votes cast, then a run-off election will be held in accordance with City Ordinance and Chapter 2 of Title 21 Elections of the Official Code of Georgia Annotated
- (c) In the event that there is a tie vote between the two candidates receiving the most votes, then a special election will be held in accordance with City Ordinances and Chapter 2 of Title 21 Elections of the Official Code of Georgia Annotated.

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 January 7, 2026.

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

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

City Clerk

**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 _03/03/2025_; **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 ~~11:55 p.m.~~ 1:30 a.m. Monday through Saturday, and from 12:30 p.m. Sunday till ~~12:00 midnight~~ 1:30 am on Sunday 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) Offering reduced price drinks to any segment of the population for any period of time as an inducement to patronize the premises; except between the hours of 5:00 p.m. and 7:00 p.m., Monday through Saturday, drinks may be sold at a reduced price which is no less than half the price usually charged.~~
 - (6) 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.

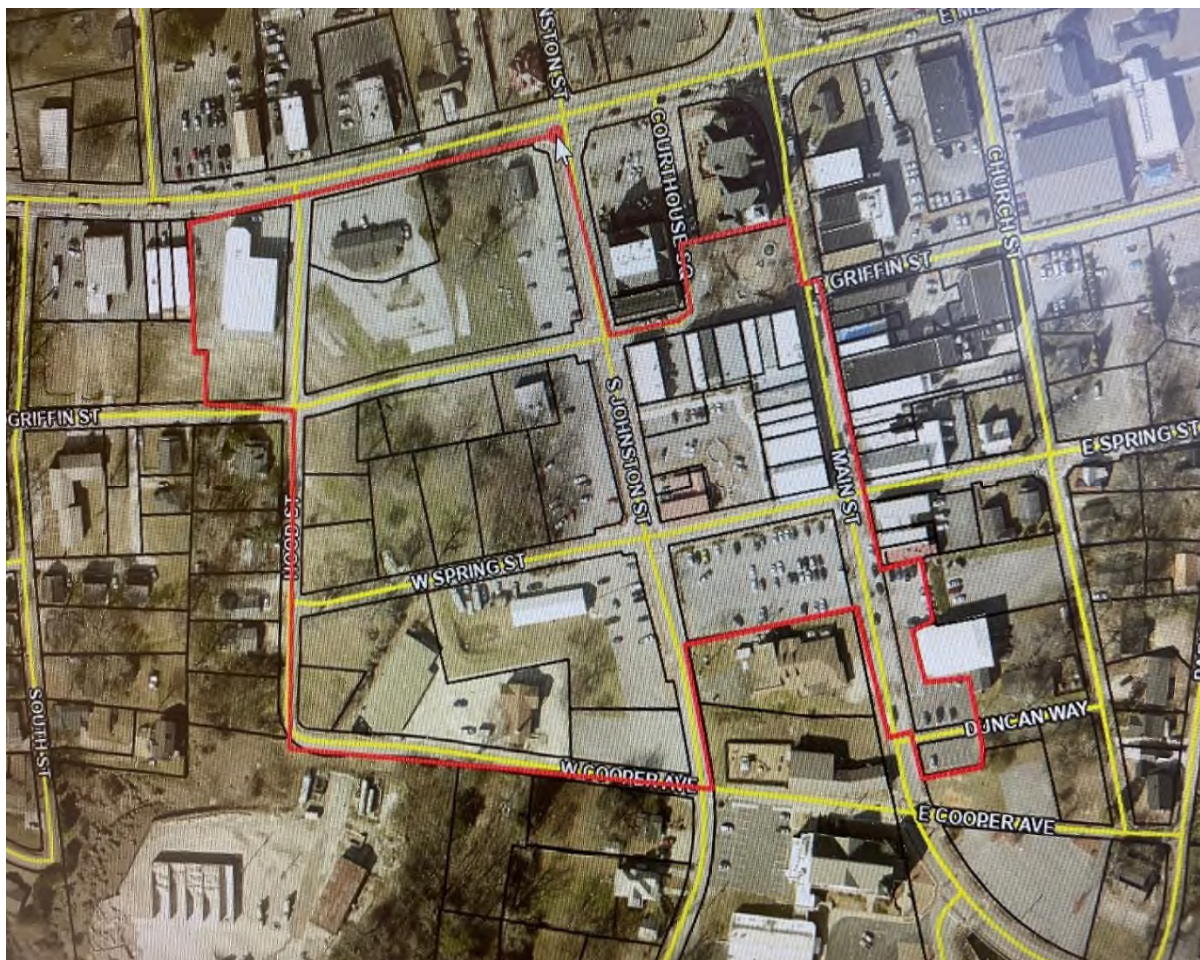
- (7) Using coupons or other special promotional items as an inducement to purchase alcoholic beverages.
- (8) Sponsoring, conducting or allowing contests or other promotions which have as their primary purpose increasing the consumption of alcoholic beverages.
- (9) Offering or delivering any free alcoholic 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 ~~12:00 a.m. (midnight)~~ 1:30 a.m. Monday through Saturday and 12:30 p.m. Sunday until ~~12:00 a.m. (midnight)~~ Sunday 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



STAFF ACTION ITEM

MEETING DATE: 03/03/2025
TITLE: 251 E. Memorial Drive – Sign Permit Approval
PRESENTED BY: Brandon Rakestraw – Public Works Director

AGENDA ITEM DESCRIPTION (Agenda Content):

251 E. Memorial Drive – Sign Permit Approval

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

N/A

INFORMATION:

Request Council Approval:

Issuance of sign permit for 251 E. Memorial Drive

Property Owner: 120 Investments Realty, LLC.

Sign Owner: Southern Vision Designs

Sec 28-10. – Special use sign permits.; (4)c.; Requires City Council approval for any animated sign or sign with series, lines or rows of electric, neon, or other lights.

See attached: Sign permit application; Gas price sign digit animation; and renderings



City Of Dallas, Georgia

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

SIGN PERMIT APPLICATION

A. LOCATION AND SIZE OF SIGN(S):

Permit No.: _____

Property Address: 251 F. Memorial Drive Dallas, GA 30132

Aggregate Area of All Freestanding Signs on Property N/A Square Feet

Parcel Size: 1.75 Zoning District: Dallas C2

Distance from Closest Adjacent Sign(s) In All Directions:

Massey Services Inc. 115ft West, Stihl Power Tools 265ft South
(Example - North: 55 Feet; West: 125 Feet; Etc.)

B. PROPERTY OWNER(S):

1. Name of Property Owner: 130 Investment Realty LLC

2. Property Owner Address: 1833 Lawrenceville Hwy
Decatur, GA 30033

3. Telephone Number: 678-777-0080

4. Certification: I, Ayaz Ali, (Owner or Agent)
Do Hereby Consent to the Placement of This Sign(S) Upon My Property.

Ayaz Ali
SIGNATURE

05.21.21
DATE

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

1. Name of Property Owner: Next Level Petroleum

2. Address of Property Owner: 5887 Glenridge Dr. Ste. 440
Atlanta GA 30328

3. Telephone Number: 770-392-1662

4. Business License/Occupation Tax Number: CG-000964-2022

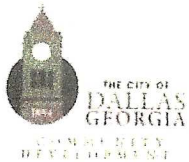
D. SIGN CONTRACTOR (If Not Same as Sign Owner)

1. Name of Sign Contractor: Southern Vision Designs

2. Sign Contractor Address: 925 Whistler Ln.
Canton, GA 30114

3. Telephone Number: 678-689-9391

4. Business License/Occupation Tax Number: 20200000794



City of Dallas, Georgia

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

E. TYPE SIGN(S):

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

F. DESCRIPTION OF SIGN

1. Provide a Brief Description of the Sign: Free standing sign to show gas station brand & petroleum prices to the consumer.
2. Area of the Sign(S) Sq. ft: 88
3. Number of Sides: 2 sides
4. Height of the Sign(S): 20ft
5. Shape of the Sign(S): Rectangle
6. Method Used for Mounting or Erecting the Sign(S): 3/4 inch bolts fasten into steel pole with lock washers & nuts on the inside.

G. LOCATION

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

- please see attached Drawings -



City of Dallas, Georgia

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

H. PLANS AND SPECIFICATIONS

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

- REQUIRED
- NOT REQUIRED

I. FEES

Sign Permit Fee
\$40.00 per Side

# of Sides	Fee per side	Total Fee
2	\$40.00	\$ 80.00

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

Total Amount Due \$ 80.00

June 3, 2024
Date

Courtney Nuckle
Signature of Applicant

Executive Admin Assistant
Title



Qty (1) C60 D/F Flag Mount PriceVision Pylon Sign

251 E Memorial Dr. Dallas, GA 30132

Item 6.

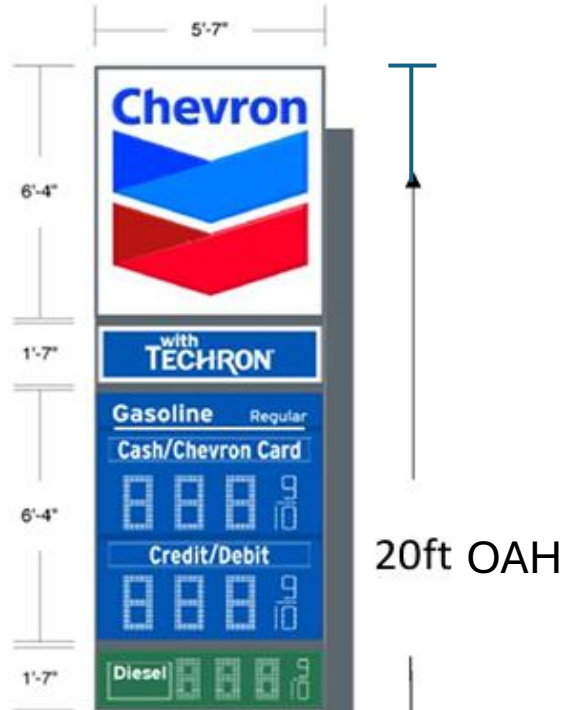
NOTE: not to scale

**Cash/Chevron Card
Credit/Debit**

6 7/8" x 4'-10 1/8"
Copy to be Interstate
Bold Condensed

Diesel

11" x 18"
Diesel copy to be
Interstate Bold



16" and 12" LED PriceVision
"Gasoline" copy to
be Interstate Bold
"Regular" copy to
be Interstate Regular



88 sqft

Sketch No.
24-05-938-N-CHEV-A1

Customer Signature

Scale: 1/4" = 1'- 0"

Date: 5-15-2024

Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO - CEDAR HILL, TEXAS

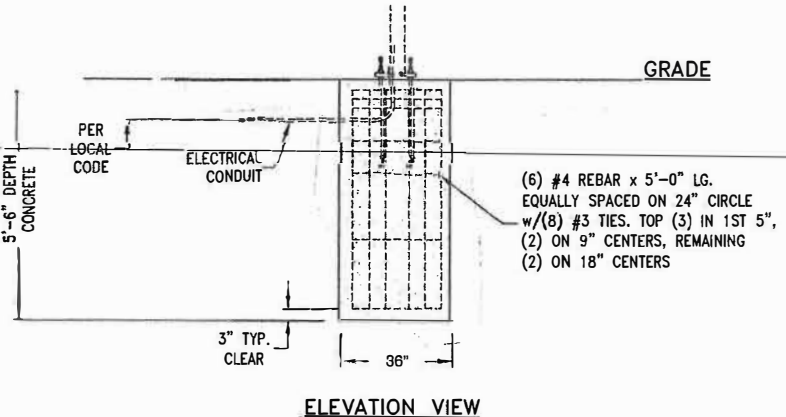
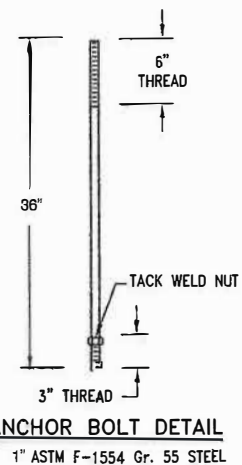
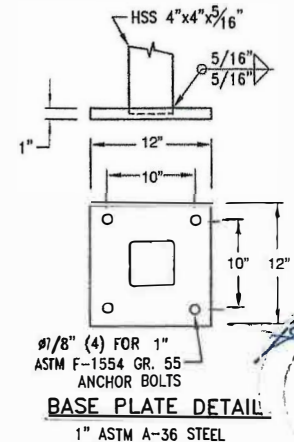
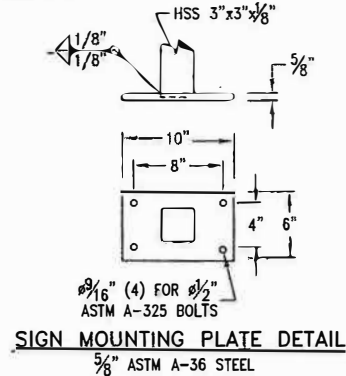
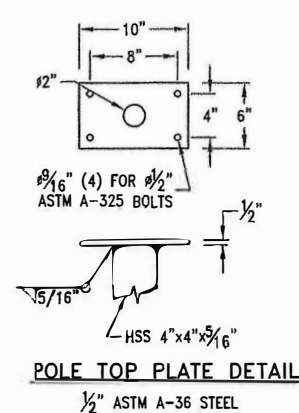
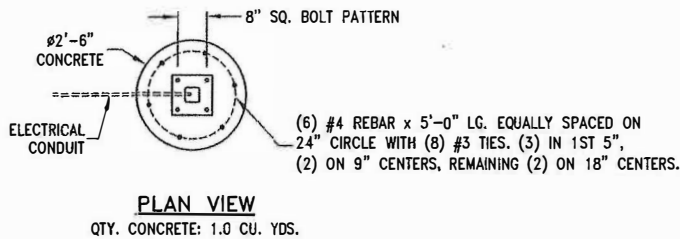
Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

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1 Dualite Lane, Williamsburg, OH 45176
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user to liability under the copyright statutes
of the United States.

Note: Dimensions are Approximate
and Subject to Change Pending
Review by Dualite Engineering.

Chevron COLOR SPECS

Color	Acryl	PMS	Color Chart	Wynl for plastic
Blue		2655C	3100BL (APLON)	
Red		186C	63 REDAL	
Cyan		Cyan	337 PROCESS	
Dark Red		202	3600-53	
Dark Grey		431C		
Green		3415	3600-26	



DESIGN WIND LOAD:
Based on the Georgia State Minimum Standard Building Code (2018 IBC) using Risk Category II, Exposure C and 115 mph wind speed.

- FOUNDATION DESIGN NOTES:**
1. Concrete shall have a minimum compressive strength of 3000 PSI at 28 days.
 2. Reinforcing steel shall be ASTM A-615 Gr. 60.
 3. Caisson footing designed using a soil bearing force of 150 PSF per foot Lateral. If this soil condition does not exist. It is the Erector's responsibility to have a new base designed for the existing soil conditions by a Licensed Engineer.
 4. Anchor bolts shall be ASTM F-1554 Gr. 55 steel.

SITE: 251 East Memorial Dr
Dallas GA 30132

A 01 JAN 24		RELEASED FOR PERMITTING		J. HOGAN	
REV	DATE	DESCRIPTION			APPROVED
<p>Robert-James & Associates, Inc. 12255 West 187th Street, Mokena Illinois 60448-9737 phone: 708-479-8385 fax: 708-479-8395 email: rja37@comcast.net</p>					
<p>TITLE: 20 O.A.H SINGLE POLE FOR COMBINATION ID/PRICE SIGN</p>					
DRAWN BY J. GREENAN DATE 01 JAN 24		SCALE NONE		DRAWING NUMBER SHEET REV. CHECKED	
BY J. HOGAN DATE 01 JAN 24		NONE		22061881 OF 1A	

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE, CREATE A NEW PARCEL OR MAKE CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



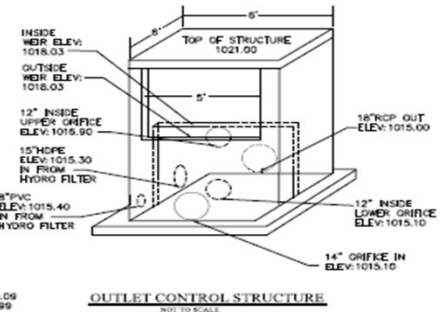
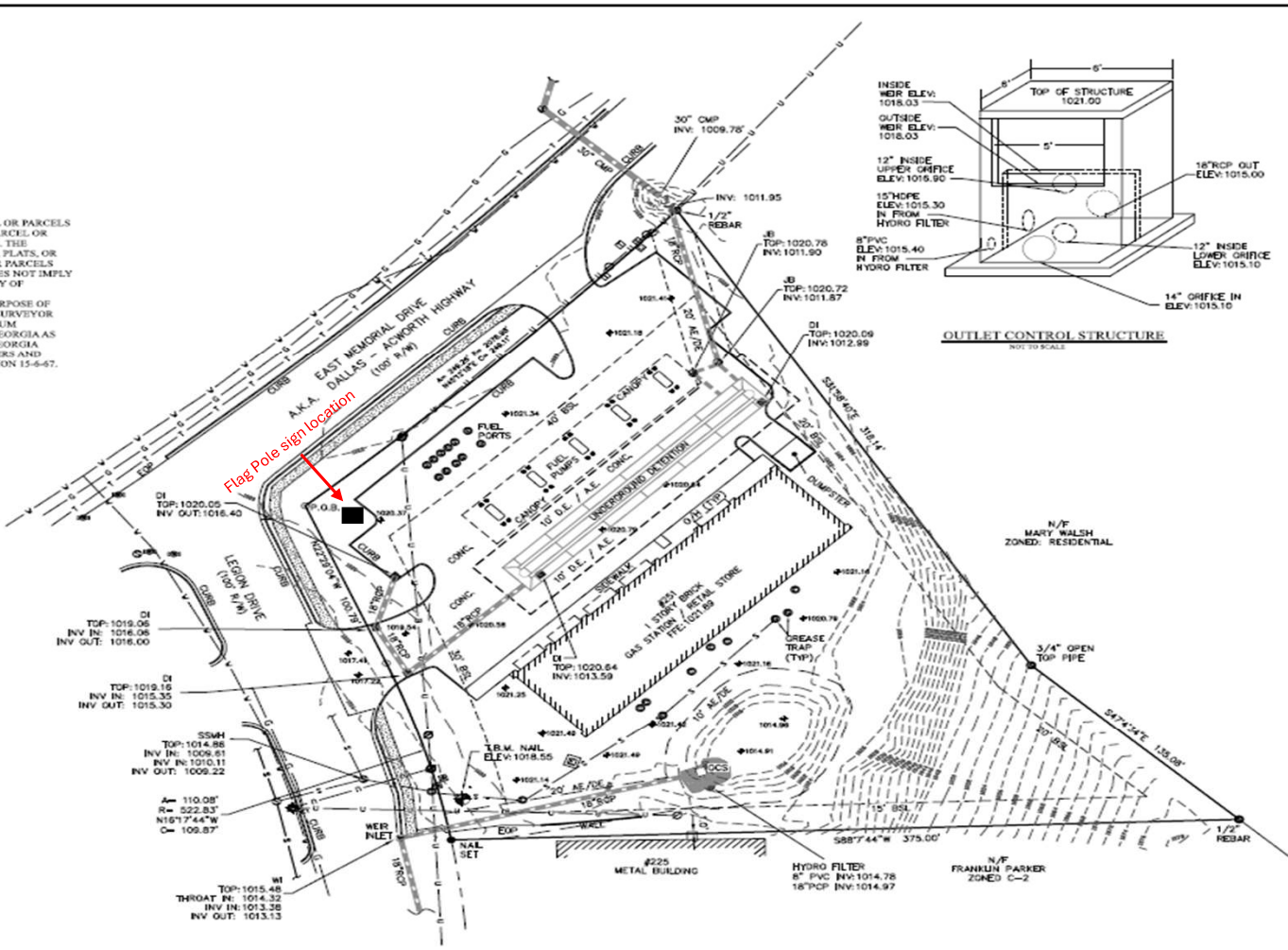
FOR THE FIRM
BOUNDARY ZONE, INC.
L.S.F. #839
NOT VALID WITHOUT ORIGINAL SIGNATURE

Daniel F. Conroy
DANIEL F. CONROY PLS 2350
DATE: 05/10/2024

ZONING SUMMARY: C-2
SINGLE GENERAL BUSINESS
FRONT SETBACK 40' MAJOR / 30' MINOR
SIDE SETBACK 20' RESIDENTIAL / 15' OTHER
REAR SETBACK 20' RESIDENTIAL / 15' OTHER
INFORMATION OBTAINED FROM
SECT 44-241-6
CITY OF DALLAS ZONING

THE SURVEYOR IN NO WAY INTENDS TO INTERPRET OR MAKE CONCLUSION REGARDING THE ZONING AND SETBACK DESIGNATION SHOWN HEREON.

○ PROPERTY CORNER FOUND (AS NOTED)	⊕ POWER/LIGHT POLE	⊠ GAS METER	-T- TELEPHONE LINE	OH OVERHANG
○ 1/2" REBAR WITH CAP SET L.S.F. #39	⊕ POWER METER	⊠ GAS VALVE	-X- FENCE LINE	C.B. CATCH BASIN
⊠ R/W MONUMENT	⊠ POWER BOX	⊠ CABLE BOX	-620- CONTOUR LINE	ONT CANTILEVER
⊠ FIRE HYDRANT	⊠ A/C UNIT	⊠ TELEPHONE BOX	⊠ CONCRETE	H/C HANDICAP
⊠ WATER METER	⊠ MANHOLE	⊠ SIGN	⊠ CONCRETE	⊠ FINISHED FLOOR ELEVATION
⊠ WATER VALVE	⊠ CLEAN OUT	⊠ WATER LINE	⊠ CONCRETE	⊠ BASEMENT FLOOR ELEVATION
⊠ POWER POLE	⊠ JUNCTION BOX	⊠ OVERHEAD UTILITY LINE	⊠ CONCRETE	⊠ GARAGE FLOOR ELEVATION
⊠ LIGHT POLE	⊠ OUTFLOW STRUCTURE	⊠ SENDER LINE	⊠ CONCRETE	⊠ UTILITY MARKERS
	⊠ DRAINAGE INLET	⊠ GAS LINE	⊠ CONCRETE	⊠ WATER/GAS/TELECOM
		⊠ C-CABLE LINE		



NORTH
DB 2853, PG 245
DATUM NAD 83
SCALE: 1"=40'

DATE: _____

REVISION: _____

NO. _____

GRAPHIC SCALE - IN FEET

0 20 40 60

ASBULT SURVEY
PREPARED FOR ANISA, INC.
251 EAST MEMORIAL DRIVE, DALLAS, GA 30132
LAND LOT 232, 2ND DISTRICT, 3RD SECTION
PAULDING COUNTY, GEORGIA - 05/09/2024

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BOUNDARY ZONE, INC.
ALL RIGHTS RESERVED.
THIS PLAT WAS PREPARED FOR THE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON.

TOTAL AREA: 1.976 ACRES / 86,064 SQUARE FEET.
BOUNDARY REFERENCE: DEED BOOK 2853, PAGE 245.
FIELDWORK PERFORMED ON 05/07/2024.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.
THIS PLAT HAS BEEN PREPARED USING A TRIMBLE 5603 ROBOTIC TOTAL STATION. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET, AND ANGULAR ERROR OF 10 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

BOUNDARY ZONE INC.
PROVIDING SERVICES FOR METRO ATLANTA, BALDWIN COUNTY & CENTRAL FLORIDA.
800 SATILLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772
PLATS@BOUNDARYZONE.COM

PROJECT 1134804
SHEET 1 OF 1

Chevron LED Price Sign

The proposed LED price sign will have stationary pricing digits that are illuminated 24/7 while the power is turned on at the new build gas station. The led modules displaying the price digits can be dimmed manually or set to auto dimming based on the sunlight source throughout the day. The animation for the price display will remain stationary with the same display until the price per gallon increases or decreases based upon the cost per barrel of fuel by the government. The tenant at the Chevron will change the price if the cost per gallon increases or decrease throughout the month. This action normally takes place once or twice a month as he receives fuel deliveries from his supplier. The change in pricing and change in price display takes approximately 3 seconds to communicate and change the display price on the price sign. The sign will not flash, fluctuate or scroll at any point while running.



Qty (1) C60 D/F Flag Mount PriceVision Pylon Sign

251 E Memorial Dr. Dallas, GA 30132

Item 6.

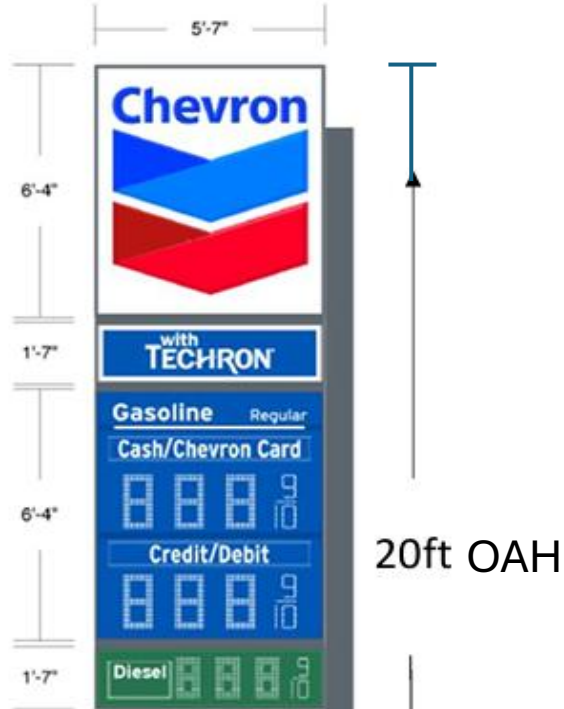
NOTE: not to scale

**Cash/Chevron Card
Credit/Debit**

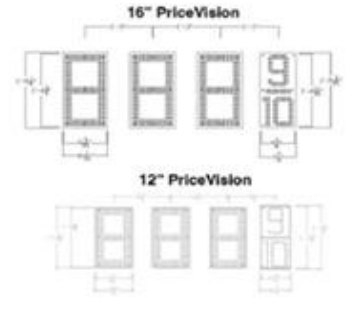
6 7/8" x 4'-10 1/8"
Copy to be Interstate
Bold Condensed

Diesel

11" x 18"
Diesel copy to be
Interstate Bold



16" and 12" LED PriceVision
"Gasoline" copy to
be Interstate Bold
"Regular" copy to
be Interstate Regular



88 sqft

Sketch No.
24-05-938-N-CHEV-A1

Customer Signature

Scale: 1/4" = 1'- 0"

Date: 5-15-2024

Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO - CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
One Dualite Lane
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of the United States.

Note: Dimensions are Approximate
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Review by Dualite Engineering.

Chevron COLOR SPECS			
Color	Acryl	PMS	Wynl for plastic
Blue		2695C	31200L (APLON)
Red		186C	63 REGAL
Cyan		Cyan	337 PROCESS
Dark Red		202	3600-50
Dark Grey		431C	
Green		3415	3600-26



STAFF ACTION ITEM

MEETING DATE: 03/03/2025

TITLE: Utility-Aid; PI 0013702 - SR 61 Widening: Sewer Force Main Relocation

PRESENTED BY: Brandon Rakestraw – Public Works Director

AGENDA ITEM DESCRIPTION (Agenda Content):

Utility-Aid; PI 0013702 - SR 61 Widening: Sewer Force Main Relocation

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

Engineering : \$55,000.00 Construction : \$84,343.75

INFORMATION:

Request Council Approval:

Enter into MOU (Memorandum Of Understanding) and CIA (Contract Item Agreement) with the Georgia Department of Transportation for the relocation of existing sewer force main. Enter into 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.

The Utility-Aid portion amount is \$ 337,375.00. The relocation cost is an approximate amount, which can change (more or less) based upon the contractor’s bid price on this job.

All the relocation work will be included in the Department's contract and the relocation work will be done by the Department's Contractor.

The Department will only participate in the **in-kind relocation cost...** **The revised details are as follows.**

1. GDOT will participate in the relocation cost - **75 % of the in-kind relocation cost (no upgrade/betterment relocation cost)**. Which is \$ **253,031.25** [$\$ 337,375.00 \times 0.75 = \$ 253,031.25$]. **So, the total participation from GDOT is - \$ 253,031.25.** The Department is also taking some additional cost @ 30 % associated with this relocation such as Grading Complete, Traffic Control, Erosion Control and Flat Works (Concrete and Asphalt) ...etc....an approximate amount of \$ 100,000.00. [$\$ 337,375.00 \times 0.30 = \$ 101,212.50$].
2. The City of Dallas must pay 25% of the in-kind relocation cost, which is \$ 84,343.75 [$\$ 337,375.00 \times 0.25 = \$ 84,343.75$]

The total cost for the City of Dallas is = \$ 84,343.75 [no upgrade/betterment relocation cost].

A maximum contribution from the City of Dallas is limited to \$ 84,343.75

The City of Dallas will be responsible for 100% of the preliminary engineering costs/inspection cost associated with relocation design of the subject facilities.

WK Dickson will provide general engineering services for completion of final design, construction administration, and construction observations for a not to exceed the amount of \$55,000.00.

Project Schedule: October 2025 Letting.