



City Council Regular Meeting

Monday, July 06, 2026

5:15 PM

City Hall, 129 E Memorial Dr, Dallas GA 30132

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

AGENDA

PUBLIC HEARING

Prior to Regular Meeting, a Public Hearing was held

- A. Proposed FY26-27 Budget
- B. OA-2026-06: Bond Security-An amendment to the UDC and the Code of Ordinances to allow the use of surety bonds for performance and maintenance warranty guarantees in development agreements.

CALL TO ORDER

INVOCATION AND PLEDGE

RECOGNITION OF VISITORS AND COMMENTS

MINUTES APPROVAL

- 1. Monday, June 6, 2026, Regular Meeting Minutes

CONSENT AGENDA

OLD BUSINESS

- 2. A-2025-04: Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. (Postponed June 1 for July 6, 2026)
- 3. Z-2025-07: Georgia Capital, LLC (Applicant), Estate of Mary Sue Tibbitts; 230 Summerhill Road, LLC.; Mike J. Pope (Titleholder), and Moore Ingram Johnson & Steele, LLP; J. Kevin Moore (Representative), have applied and seek to annex & zone +/-34.455 acres of property located at the Northwesterly and Southeasterly sides of Summerhill Road, from R-2 & B-2 (Paulding County) to TH-Townhome and C-2 Commercial Medium-Density (City of Dallas) for a residential , one hundred

seventy-five (175) unit townhome community and medium-density commercial space for retail and office use. The subject property is located and legally known by Tax Parcel ID No(s):147.1.2.002.0000; 147.1.3.008.0000; 147.1.3.010.0000, in Land Lot(s): 458; 459; 479, 2nd District, 3rd Section, of Paulding County. (Postponed June 1 for July 6, 2026)

- [4.](#) Second Read: OA-2026-05 Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited
- [5.](#) Second Read: OA-2026-06 Bond Security

NEW BUSINESS

- [6.](#) FY26-27 Proposed Budget
- [7.](#) FY26-27 Proposed Millage Rate
- [8.](#) RES 2026-19: W. Griffin and W. Spring Road Abandonment
- [9.](#) RES 2026-20: IGA with DDA regarding work for 121 Academy Drive
- [10.](#) High Shoals Development Subdivision & West Dallas Sewer Extension Phase IIA Sanitary Sewer Improvement – Sewer Tap & West Dallas Special Utility District Fee Credit Request
- [11.](#) Flock Annual Contract in the amount of \$54,000 to be paid with \$40,399.07 left in Crime Reduction Grant and \$13,600.93 from SPLOST. Grant money must be used by the end of July (or it will be lost).

ADDITIONAL/COMMENTS

ADJOURNMENT



STAFF REPORT

MEETING DATE: 6/1/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment OA-2026-06 Bond Security

REPORT/INFORMATION:

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



STAFF REPORT

MEETING DATE: 7/6/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

PUBLIC HEARING Ordinance Amendment OA-2026-06 Bond Security

REPORT/INFORMATION:

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



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MINUTES

CALL TO ORDER

PRESENT

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

ABSENT

Councilmember Nancy Arnold
 Councilmember Cooper Cochran

INVOCATION AND PLEDGE

Boyd Austin led the Invocation; Eagle Scout, Jesse James led the Pledge.

RECOGNITION OF VISITORS AND COMMENTS

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

MINUTES APPROVAL

2. Motion to adopt May 4, 2026, Regular Meeting Minutes.

Motion made by Councilmember Alls, Seconded by Councilmember Callaway.

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

CONSENT AGENDA

Motion to approve the following.

Motion made by Councilmember Callaway, Seconded by Councilmember Carter.

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

3. RES 2026-17: TIPS Interlocal Cooperative Purchasing Agreement

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

UNFINISHED BUSINESS

6. Motion to remove the tabling of A-2025-04: Georgia Capital, LLC.

Motion made by Councilmember Henson, Seconded by Councilmember Callaway.

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

Motion to postpone until the July 6th meeting. A-2025-04: Georgia Capital, LLC.

Motion made by Councilmember Henson, Seconded by Councilmember Alls.

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

7. Motion to remove the tabling of Z-2025-07: Georgia Capital, LLC.

Motion made by Councilmember Henson, Seconded by Councilmember Callaway.

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

Motion to postpone until the July 6th meeting. Z-2025-07: Georgia Capital, LLC.

Motion made by Councilmember Henson, Seconded by Councilmember Alls.

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

8. Motion to adopt Charter Amendment CA-2026-01; Amendment to the City Charter as a part of the overhaul of the Purchasing and Procurement of the City of Dallas.

Motion made by Councilmember Alls, Seconded by Councilmember Carter.

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

9. Motion to adopt ORD 2026-01; Creating Chapter 23 Vacancy/Blight.

Motion made by Councilmember Carter, Seconded by Councilmember Alls.

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

10. Motion to adopt OA 2026-03; Repeal and replace the purchasing ordinance of the City as part of the purchasing and procurement overhaul.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

Voting Yea: Councilmember Alls, Councilmember Carter, Councilmember Henson

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

Motion made by Councilmember Henson, Seconded by Councilmember Aalls.

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

NEW BUSINESS

12. Motion to approve the purchase Catalyst Locate Software that will provide the ability to track officers via radios in the amount of \$8,463.00 to be paid from 911 Fees.

Motion made by Councilmember Henson, Seconded by Councilmember Carter.

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

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

Motion made by Councilmember Aalls, Seconded by Councilmember Callaway.

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

14. First Read: OA-2026-05: Chapter 38 – Traffic and Vehicles, Section 38-4 – Parking Prohibited

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

Motion made by Councilmember Henson, Seconded by Councilmember Callaway.

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

16. Motion to adopt RES 2026-18: Surety Bonds.

Motion made by Councilmember Henson, Seconded by Councilmember Callaway.

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

17. First Read: OA-2026-06 Bond Security

ADDITIONAL/COMMENTS

None

ADJOURNMENT

Motion to adjourn.

Motion made by Councilmember Alls, Seconded by Councilmember Callaway.

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

Mayor, L. James Kelly

Date

City Clerk, Tina Clark

Date



STAFF ACTION ITEM

MEETING DATE: 05/04/2026

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

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

PRESENTED BY: **Brandon Rakestraw – Community Development Director**

AGENDA ITEM DESCRIPTION (Agenda Content):

A-2025-04 : ANNEXATION REQUEST

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HISTORY/PAST ACTION:

Planning Commission – Public Hearing; April 23, 2026

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

- *Approve as presented*
-

INFORMATION:
A-2025-04: ANNEXATION REQUEST

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

ANNEXATION & ZONING APPLICATION AND DOCUMENTS:

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

Attachment A – Annexation/Zoning Official Application

Attachment B – Boundary Survey / Legal Description

Attachment C – Site Plan

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

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

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

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

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

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

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

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



STAFF ACTION ITEM

MEETING DATE: 05/04/2026

TITLE: **Z-2025-07: ZONING REQUEST**

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

PRESENTED BY: **Brandon Rakestraw – Community Development Director**

AGENDA ITEM DESCRIPTION (Agenda Content):

Z-2025-07: ZONING REQUEST

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

HISTORY/PAST ACTION:

Planning Commission – Public Hearing; April 23, 2026

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

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

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

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

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

OR

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

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

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

FINANCIAL IMPACT:

N/A

INFORMATION:

Z-2025-07: ZONING REQUEST

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

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ANNEXATION & ZONING REQUEST:

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

Applicant: Georgia Capital, LLC

Applicant Address: 400 Galleria Parkway, Suite 1130

City: Atlanta State: Georgia Zip: 30339

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

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

City: Marietta State: Georgia Zip: 30060

Titleholder: Estate of Mary Sue Tibbitts

Titleholder Address: 2928 Stanway Avenue

City: Douglasville State: Georgia Zip: 30135

Titleholder: 230 Summerhill Road, LLC.

Titleholder Address: 783 Holland Road

City: Powder Springs State: Georgia Zip: 30127

Titleholder: Mike J. Pope

Titleholder Address: 95 Avery Way

City: Dallas State: Georgia Zip: 30157

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

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

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

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

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

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

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

Setbacks & Lot Requirements:

C-2 Medium - Density Commercial District:

Minimum Lot Size –2.5 ac. subject parcel.; Minimum Lot Width – 150ft subject parcel; Minimum Lot Frontage – 50ft. subject parcel; Maximum Building Height – (Principal 60ft.) (Accessory – 26ft.); Front Setback_{1,10} –35ft. subject parcel; Side Setback₂ – (Principal – 30ft.) Accessory – 10ft / 30ft.₄) subject parcel; Rear Setback₂ – (Principal – 45ft.) (Accessory –10ft. / 45 ft.₆)subject parcel; Minimum Distance from Structure on Same Lot – 10ft.; Minimum Ground Floor Area (Per Unit) – (1 Story – N/A Average) (2+ Story – N/A); Total Minimum Living Area (Per Unit) – 750sf; Minimum Living Area Façade Width – N/A; Maximum Lot Coverage (structures and buildings) – 50%; Maximum Lot Coverage (all impervious surfaces) – 80%

TH Townhome Residential District:

Minimum Lot Size –1ac. subject parcel.; Minimum Lot Width – 100ft subject parcel; Minimum Lot Frontage – 50ft. subject parcel; Maximum Building Height – (Principal 45ft.) (Accessory – 24ft.); Front Setback –25ft. subject parcel; Side Setback – (Principal – 40ft.) Accessory – 10ft.) subject parcel; Rear Setback – (Principal – 40ft.) (Accessory –10ft.)subject parcel; Minimum Distance from Structure on Same Lot – 20ft.; Minimum Ground Floor Area (Per Unit) – (1 Story – 1,040sf Average) (2+ Story – 650); Total Minimum Living Area (Per Unit) – 1,040sf / 950sf; Minimum Living Area Façade Width – 24ft; Maximum Lot Coverage (structures and buildings) – 50%, Acc: 5% or 600sf (whichever is greater); Maximum Lot Coverage (all impervious surfaces) – 60%

STAFF COMMENTS:

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

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

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

ADJACENT ZONING

NORTH: OMI – City of Dallas

EAST: R-2 – Paulding County

SOUTH: I-1 – City of Hiram

WEST: R-2 and I-1 – Paulding County

ADJACENT DEVELOPMENT

NORTH: Office Medical Institutional - Residential

EAST: Residential

SOUTH: Light Industrial

WEST: Residential & Light Industrial

B. Permitted Use impact on adjacent properties

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

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

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

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

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

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

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

E. Supported by current conditions

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

F. 2022 Comprehensive Plan

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

STAFF RECOMMENDATIONS:

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

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

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

PLANNING COMMISSION:

A. PUBLIC HEARING DATE:

- April 23, 2026

B. RECOMMENDATION:

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

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

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

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

OR

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

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

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

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

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

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

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

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



STAFF ACTION ITEM

MEETING DATE: 07/06/2026

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

PRESENTED BY: Brandon Rakestraw – Director

AGENDA ITEM DESCRIPTION (Agenda Content):

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

HISTORY/PAST ACTION:

First Read – 06.01.2026

INFORMATION:

****Second Read****

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

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

**ORDINANCE
AMENDMENT
OA – 2026 - 05**

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

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

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

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

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

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

Sec. 38-4. Parking regulations and enforcement.

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

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

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

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

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

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

(e) *Location-specific parking restrictions.*

(1) *Residential streets.*

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

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

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

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

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

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

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

(g) *Penalties and enforcement.*

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

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

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

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

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

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

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

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

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

Date



STAFF REPORT

MEETING DATE: 6/1/2026

PRESENTED BY:

Darrin Keaton

AGENDA ITEM DESCRIPTION (Agenda Content):

Ordinance Amendment OA-2026-06 Bond Security

REPORT/INFORMATION:

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

**ORDINANCE
AMENDMENT
OA-2026-06**

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

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

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

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

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

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

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

Section 1. Amendment to UDC Chapter XIII, Definitions.

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

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

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

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

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

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

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

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

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

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

5) PERFORMANCE GUARANTEES AND MAINTENANCE GUARANTEES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Standard Forms and Administrative Implementation.

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

Section 7. No Waiver of Other Requirements.

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

Section 8. Repealer.

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

Section 9. Severability.

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

Section 10. Effective Date.

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

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

L. James Kelly, Mayor

James R. Henson, Councilmember

Cooper Cochran, Councilmember

Nancy R. Arnold, Councilmember

Christopher B. Carter, Councilmember

Leah Alls, Councilmember

Candace Callaway, Councilmember

ATTEST:

Tina Clark, City Clerk
City of Dallas, Georgia

Date

APPROVED AS TO FORM:

Darrin Keaton
City Attorney



General Fund Budget Fiscal Year 2027			
100 GENERAL FUND			
Revenues:			
3110		GENERAL PROPERTY TAXES	\$ 6,345,850
3130		GENERAL SALES & USE TAXES	3,938,400
3140		SELECTIVE SALES & USE TAXES	242,000
3160		BUSINESS TAXES	1,942,000
3180		OTHER TAXES	-
3190		PENALTIES & INTEREST-DELQ TAX	15,000
3210		BUSINESS LICENSES & PERMITS	70,025
3220		NON-BUSINESS LICENSES & PERMITS	80,000
3230		REGULATORY FEES	472,450
3240		PN & INT-DELQ LICENSE & PERMIT	-
3310		GOVERNMENTAL & GRANT REVENUE	-
3330		FEDERAL GOVT IN LIEU OF TAXES	6,500
3340		STATE GOVERNMENT GRANTS	1,036,875
3350		STATE GOV'T IN LIEU OF TAXES	-
3370		LOCAL GOV'T SHARED REVENUES	47,249
3410		GENERAL GOVERNMENT	-
3470		CULTURE & RECREATION	129,000
3490		OTHER CHARGES FOR SERVICES	-
3510		FINES & FORFEITURES	476,000
3610		INTEREST REVENUES	150,000
3810		RENTS & ROYALTIES	467,300
3830		REIMBURSE DAMAGED PROPERTY	-
3890		OTHER MISCELLANEOUS REVENUES	61,000
3910		INTERFUND TRANSFERS	215,000
3920		GEN FIXED ASSET DISPOSITIONS	2,000
3930		GENERAL FUND (SURPLUS) TO FUND BALANCE	373,000
TOTAL REVENUES			\$ 16,069,649
Expenditures:			
1100		MAYOR & COUNCIL	\$ 341,511
1400		ELECTIONS	8,000
1510		ADMINISTRATIVE DEPARTMENT	2,119,445
2650		MUNICIPAL COURT	467,210
3200		POLICE DEPARTMENT/DISPATCH	6,261,541
4200		STREET DEPARTMENT	1,475,979
6200		PARKS & RECREATION	1,241,512
6500		THEATER	864,643
7220		COMMUNITY DEVELOPMENT	398,754
7250		MARSHAL'S DEPARTMENT	499,137
7410		PLANNING & ZONING	161,000
7500		CIVIC/CULTURAL CENTER	84,001
7510		BUSINESS DEVELOPMENT	752,017
Capital:			
5400		ADMIN	\$ 20,000
5400		COURT	5,000
5400		POLICE	40,399
5400		STREETS	804,500
5400		PARKS	350,000
5400		THEATER	-
5400		CIVIC/CULTURAL CENTER	-
5400		COMMUNITY DEVELOPMENT	-
5400		MARSHAL'S DEPARTMENT	-
5400		PLANNING & ZONING	170,000
5400		BUSINESS DEVELOPMENT	5,000
TOTAL EXPENDITURES			\$ 16,069,649
FY 26 TOTAL BUDGET			14,131,611
DIFFERENCE BETWEEN FY27 AND FY26			1,938,038

City of Dallas, Georgia
Current Tax Digest and Five-Year History of Levy

Taxing District- Dallas

NOTICE

The City of Dallas, Georgia does hereby announce that the millage rate will be set at a meeting to be held at Dallas City Hall, Council Chambers, 129 East Memorial Drive, Dallas, Ga. 30132, on Monday, July 6th, 2026 at 5:15pm and pursuant to the requirements of § 48-5-32, does hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

	2021	2022	2023	2024	2025	2026
GROSS DIGEST	429,956,975	565,743,504	658,794,438	682,751,498	713,092,914	789,225,981
REAL PROPERTY	390,105,564	523,077,224	608,556,798	629,955,141	660,720,542	736,411,930
PERSONAL PROPERTY	39,851,411	42,666,280	48,409,506	50,846,963	52,372,372	52,814,051
LESS M & O EXEMPT	5,893,078	8,138,569	11,185,689	12,427,690	12,800,521	26,064,017
NET M & O DIGEST	424,063,897	557,604,935	647,608,749	670,323,808	700,292,393	763,161,964
GROSS M & O MILLAGE RATE	9.94	9.186	11.514	11.692	11.930	11.580
L.O.S.T. ROLLBACKS	5.77	5.016	5.014	5.362	5.43	5.08
NET M & O MILLAGE RATE	4.17	4.17	6.5	6.330	6.500	6.500
NET TAXES LEVIED	1,768,646	2,325,213	4,209,456	4,243,150	4,551,901	4,960,553
NET TAX \$ INCREASE	139,791	556,567	1,884,243	33,694	308,751	408,652
NET TAX % INCREASE	7.90%	23.94%	50.00%	0.01%	4.89%	4.89%

City of Dallas, Georgia
Current Tax Digest and Five-Year History of Levy

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STAFF REPORT

MEETING DATE: 7/6/26

PRESENTED BY:

City Attorney

AGENDA ITEM DESCRIPTION (Agenda Content):

Resolution 2026-19 W. Griffin and W. Spring Road Abandonment

REPORT/INFORMATION:

A resolution authorizing the abandonment of the portions of W. Griffin St and W. Spring St that are to be part of the Downtown Development Project. The abandonment becomes effective upon the transfer of the land to the developer from the DDA.



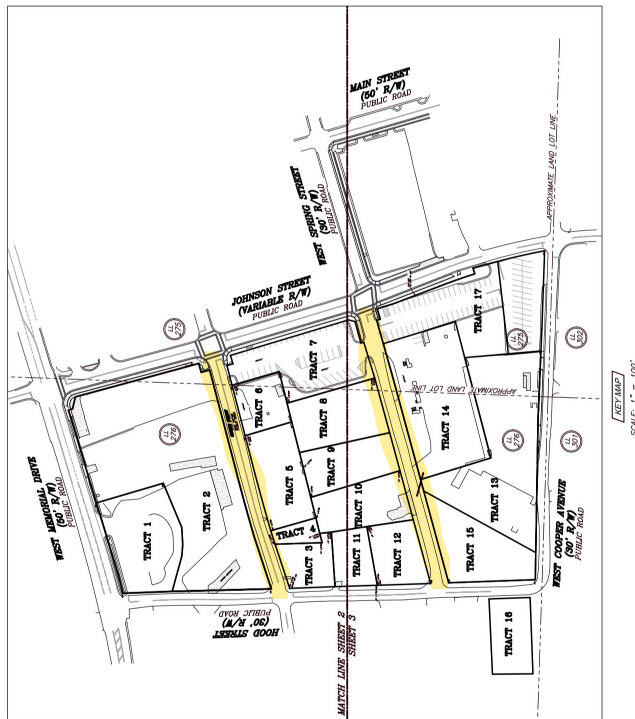
Field Date: 01/13/2025	
Plot Date: 01/23/2025	
Scale: 1" = 30'	
No	
Revision	
Date	

ALTA/NSPS LAND TITLE SURVEY
FOR
THE RESIDENTIAL GROUP
CITY OF DALLAS, PAULDING COUNTY, GEORGIA
LAND LOTS 275 & 276 2nd DISTRICT 3rd SECTION

1
SHEET 1 OF 3
JOB #: 2024-1187
CRD: Dallas
DWG:
LVS:

Item 8.

ALTA/NSPS LAND TITLE SURVEY
FOR
THE RESIDENTIAL GROUP
LAND LOTS 275 & 276 2nd DISTRICT 3rd SECTION
CITY OF DALLAS, PAULDING COUNTY, GEORGIA



TITLE COMMITMENT NOTE
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ANY RECORDS, PLATS, DEEDS, EASEMENTS AND OTHER DOCUMENTS OF RECORD MAY NOT BE SHOWN ON THIS SURVEY.

LEGAL DESCRIPTION
TBD

SUBJECTS CERTIFICATION
To the Residential Group:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail for Professional Land Surveyors in Georgia and that the survey was conducted by ALTA and NSPS and includes items 1, 3, 4, 5, 6(C), 7(G), 7(D)(1), 8, 11, 14, 16, 17, 18, 19, of Table A thereof. The Residence was completed on January 11, 2025.

Audrey J. Min, R.L.S. #1118
January 23, 2025
Date of Plot

EXHIBIT A:

W. Griffin Street from
the West ROW of S.
Johnston St to the
East ROW of Hood
St.

W. Spring Street from
the West ROW of S.
Johnston St to the
East ROW of Hood
St.

TOPOGRAPHIC NOTE
THE TOPOGRAPHIC INFORMATION SHOWN IS A GROUND RUN, MEASURED BY THE SURVEYOR, AND IS NOT A PHOTOGRAPHIC SURVEY. THE VERTICAL DATUM IS NAVD 83.

UNDERGROUND UTILITY NOTE
UNDERGROUND UTILITIES SHOWN WERE LOCATED AS FLAGGED BY AN UNDERGROUND UTILITY LOCATOR. TECHNICAL SURVEY TO THE EXACT LOCATION OR THE ACCURACY OF THE TYPE OF THESE UTILITIES SHOWN.

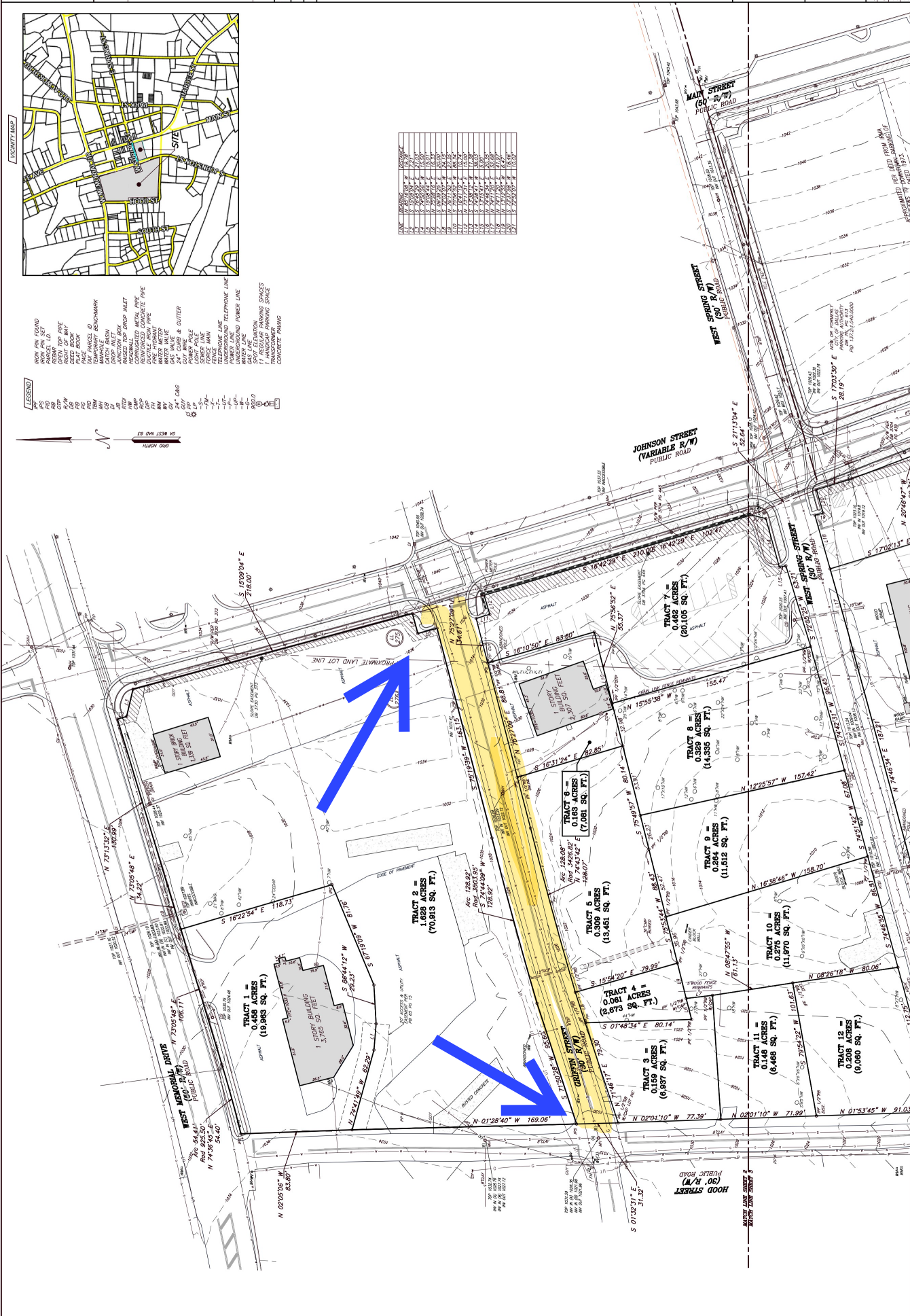
CONFORMITY STATEMENT
This survey was conducted in conformity with the Professional Standards for Property Surveys in Georgia as set forth in Chapter 180-1 of the Rules of the Georgia Board of Surveyors and the Georgia Professional Land Surveyors Act (O.C.G.A. 15-6-62).

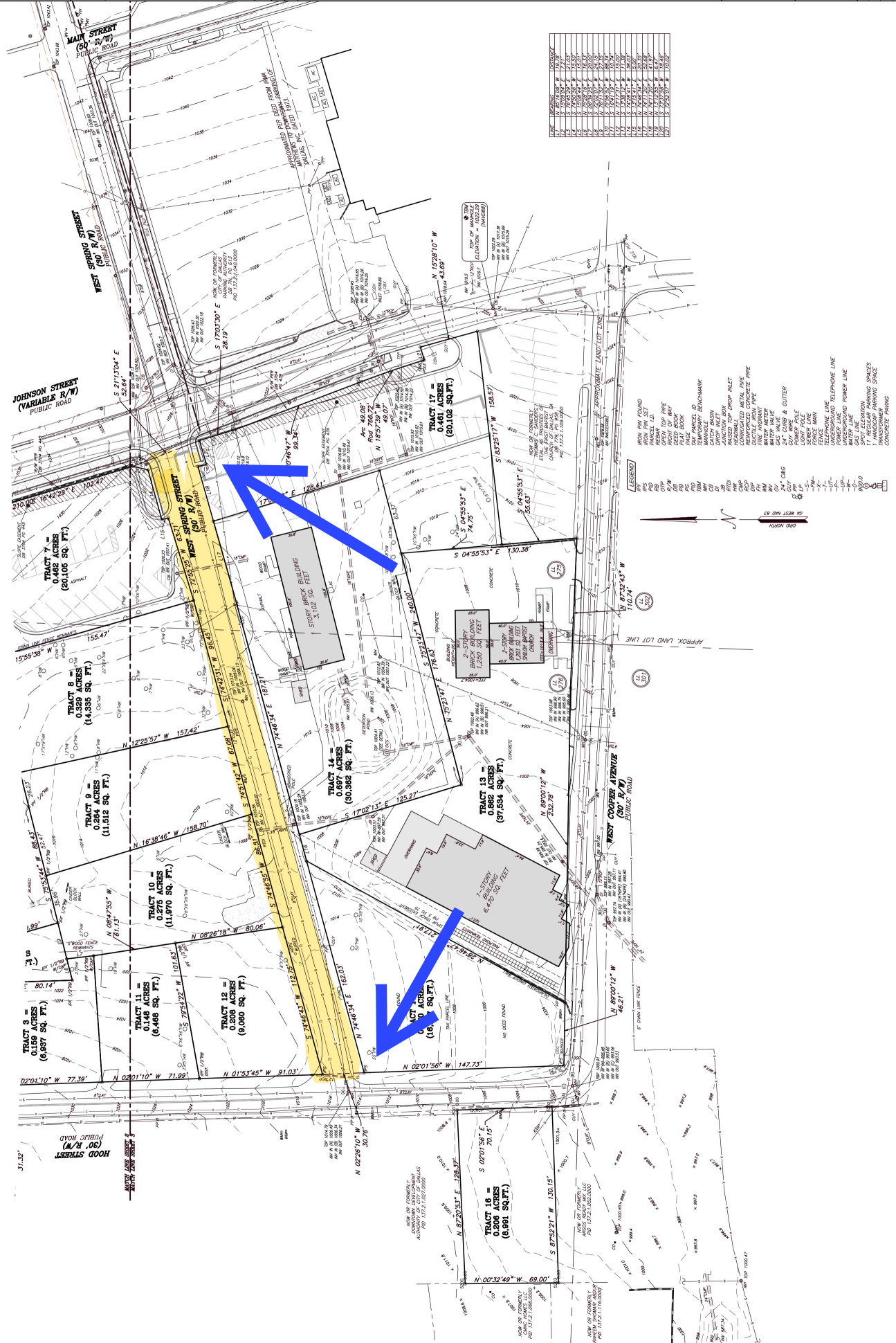
SURVEY NOTES
1. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING.
2. NO BOUNDARY CONSTRUCTION OR BOUNDARY ADDITIONS.
3. ANY LINES. NO OBSERVED EVIDENCE OF RECENT STREET.

CLOSURE STATEMENT
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _____ 61.00 _____ FEET.

ZONING NOTE
THE SUBJECT PROPERTIES ARE ZONED C80 AND TH PER CITY OF DALLAS, GEORGIA ZONING MAP DATED OCTOBER 16, 2024.

FLOODING NOTE
THE SUBJECT PROPERTIES DOES NOT LIE WITHIN A 100-YEAR FLOOD HAZARD AREA PER FIRM MAP NUMBER 132202101C DATED 01/13/2021. THE SUBJECT PROPERTIES ARE WITHIN A 500-YEAR FLOOD HAZARD AREA PER FIRM MAP NUMBER 132202101C DATED 01/13/2021. THE SUBJECT PROPERTIES ARE WITHIN A 500-YEAR FLOOD HAZARD AREA PER FIRM MAP NUMBER 132202101C DATED 01/13/2021.





RESOLUTION RES 2026-19

A RESOLUTION TO DECLARE AND CERTIFY ABANDONED CERTAIN PORTIONS OF MUNICIPAL STREETS WITHIN THE DOWNTOWN AREA; TO REMOVE SUCH PORTIONS FROM THE MUNICIPAL STREET SYSTEM; TO AUTHORIZE THE DISPOSITION OF THE UNDERLYING REAL PROPERTY PURSUANT TO O.C.G.A. § 32–7–4; TO RESERVE UTILITY AND OTHER EASEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Dallas, Georgia (the "City") is authorized under O.C.G.A. § 32–7–1 and § 32–7–2 to substitute for, relocate, or abandon public roads and streets in its municipal street system, following the procedures set forth in Chapter 7 of Title 32;

WHEREAS, the Mayor and Council desire to facilitate the planning, construction, and completion of a downtown "Town Green" project, including associated mixed-use redevelopment, within approximately four city blocks in the downtown area (the "Project Area");

WHEREAS, portions of certain existing municipal streets located within the Project Area, as more particularly described and depicted on the plat/sketch attached hereto as **Exhibit "A"** and incorporated herein by reference (collectively, the "Street Segments"), will no longer be needed for public road purposes upon implementation of the Project circulation plan and will be built over as part of the Project;

WHEREAS, after review and recommendation by City staff, including the City Engineer and Public Safety officials, the Mayor and Council find that, upon completion of the Project circulation improvements, the Street Segments will have ceased to be used by the public to the extent that no substantial public purpose is served by maintaining them as part of the municipal street system, or that their removal from the municipal street system is otherwise in the best public interest;

WHEREAS, notice of the proposed abandonment of the Street Segments has been provided to the owners of property located on such Street Segments in accordance with O.C.G.A. § 32–7–2(c);

WHEREAS, the City desires to condition the abandonment and removal of the Street Segments from the municipal street system upon the closing and delivery of a deed conveying the Property to a developer or its designee in connection with the Town Green project, so as to align the abandonment with the actual redevelopment and to avoid any gap in title or procedural timing;

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

1. Certification of No Substantial Public Purpose.

The Mayor and Council hereby certify, in accordance with O.C.G.A. § 32–7–2(c), that upon implementation of the Project circulation plan, no substantial public purpose will be served by maintaining the Street Segments as a part of the City's municipal street system,

and that it is in the best public interest that the Street Segments be abandoned as public roads.

2. Declaration of Abandonment; Conditional Effective Date.

The Street Segments described and depicted on **Exhibit "A"** are hereby declared and certified abandoned as part of the municipal street system of the City of Dallas, Georgia, effective automatically upon the closing and delivery of a deed or deeds conveying the Property to a developer or its permitted assigns in connection with the Town Green project (the "Trigger Event"). From and after the Trigger Event, the Street Segments shall no longer be part of the City's municipal street system, and the rights of the public in and to the Street Segments as public roads shall cease, subject to the reservations set forth in this Resolution.

3. Outside Termination Date.

If the Trigger Event has not occurred on or before September 30, 2026 (the "Termination Date"), this abandonment authorization shall automatically expire and be of no further force or effect unless extended by further action of the Mayor and Council. The City Attorney or City Manager shall provide written notice to the Mayor and Council if the Trigger Event does not occur by the Termination Date.

4. Reservation of Easements.

The City expressly reserves and retains, over, under, across, and through all or portions of the Street Segments, permanent easements for existing and future public utilities, drainage, and, if applicable, pedestrian or emergency access, all as more particularly shown on Exhibit "A" or in separate easement instruments approved by the City.

5. Disposition of Underlying Property.

The Mayor and Council hereby determine that the real property underlying the Street Segments, subject to the easement reservations described herein, is no longer needed for public road purposes and may be disposed of pursuant to O.C.G.A. §§ 32-7-3 and 32-7-4. The Mayor and City Manager are authorized to take all actions necessary or appropriate to dispose of such property, including, without limitation:

- (a) Conveyance by quitclaim or limited warranty deed to the Downtown Development Authority of the City of Dallas, Georgia pursuant to an intergovernmental agreement; and/or
- (b) Conveyance by quitclaim or limited warranty deed directly to a private developer in accordance with any applicable development agreement, intergovernmental agreement, or redevelopment plan approved by the City;

provided, however, that all such conveyances shall be subject to the easements reserved herein and shall be approved by subsequent resolution of the Mayor and Council as required by O.C.G.A. § 32-7-4.

6. Recording; Street System Update Upon Trigger.

The City Clerk is directed to record this Resolution and **Exhibit "A"** in the official minutes of the City and, at the direction of the City Attorney, in the real estate records of the Superior Court of Paulding County, Georgia. Upon receipt of written certification from the City Attorney or City Manager that the Trigger Event has occurred (which certification shall identify the date of closing and shall reference the recorded deed conveying the Property), the City Clerk shall update the official municipal street system inventory to reflect the removal of the Street Segments from the street system as of the date of the Trigger Event.

7. Development Agreement Reference.

The Mayor and Council acknowledge that the abandonment authorized herein is contemplated in connection with a development agreement or related instruments for the Town Green project between the City of Dallas and/or the Downtown Development Authority of the City of Dallas and a private developer, in form and content approved by the Mayor and Council, and that any conveyance of the underlying property shall be in substantial conformity with such approved agreements.

8. Severability.

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

9. Effective Date.

This Resolution shall take effect immediately upon its adoption. The abandonment of the Street Segments shall be effective upon the Trigger Event as set forth in Section 2 above.

RESOLVED this _____ day of _____, 2026.

L. James Kelly, Mayor

James Henson, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Candace Callaway, Councilmember

Attest: _____
Tina Clark, City Clerk



STAFF REPORT

MEETING DATE: 7/6/26

PRESENTED BY:

City Attorney

AGENDA ITEM DESCRIPTION (Agenda Content):

RESOLUTION 2026-20 IGA with DDA regarding work for 121 Academy Drive

REPORT/INFORMATION:

A resolution approving an IGA between the DDA and the City for utility work 121 Academy Drive

RESOLUTION RES 2026-20

A RESOLUTION APPROVING AN INTERGOVERNMENTAL DEFERRED REIMBURSEMENT AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA FOR CERTAIN SEWER/UTILITY WORK RELATED TO THE SHILOH CHURCH PROPERTY EXCHANGE AND DOWNTOWN REDEVELOPMENT PROJECT; AUTHORIZING EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Dallas, Georgia is authorized to construct, extend, operate, and maintain sewer and utility facilities pursuant to applicable law, including O.C.G.A. § 36-34-5;

WHEREAS, the Downtown Development Authority of the City of Dallas, Georgia (“DDA”) is undertaking a downtown redevelopment project involving the acquisition of the existing Shiloh Church property and related land-exchange obligations;

WHEREAS, certain sewer and utility work is necessary or appropriate to facilitate the replacement church site and complete the property exchange required for the DDA’s downtown redevelopment purposes;

WHEREAS, the City and DDA desire to enter into an Intergovernmental Deferred Reimbursement Agreement, substantially in the form attached hereto as **Exhibit A**, under which the City will perform, assist with, or procure limited sewer/utility work and the DDA will reimburse the City for reimbursable costs over time;

WHEREAS, the Mayor and Council find that the Agreement serves a valid public purpose by facilitating downtown redevelopment, acquisition of property for redevelopment, and orderly extension of public utility infrastructure;

WHEREAS, the Mayor and Council further find that the deferred reimbursement structure, including the absence of an advance deposit, is supported by adequate public benefit and does not constitute a donation, gratuity, or forgiveness of debt; and

WHEREAS, the Mayor and Council intend that the Agreement be treated as an intergovernmental agreement authorized by Article IX, Section III, Paragraph I of the Georgia Constitution and other applicable law, and not as the DDA paying for a City public works project.

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

1. The Intergovernmental Deferred Reimbursement Agreement with the DDA, substantially in the form attached as **Exhibit A**, is hereby approved.
2. The Mayor, City Manager, or either of them, is authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution, subject to approval as to form by the City Attorney.
3. The City Manager is authorized to administer the Agreement, approve nonmaterial changes, issue invoices, receive reimbursement payments, and

coordinate the sewer/utility work consistent with the Agreement and applicable law.

4. This Resolution does not waive any applicable utility fees, tap fees, capacity fees, permit fees, inspection requirements, procurement requirements, or acceptance standards unless separately approved by the Mayor and Council.
5. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2026.

L. James Kelly, Mayor

James Henson, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Candace Callaway, Councilmember

Attest: _____
Tina Clark, City Clerk

INTERGOVERNMENTAL PROJECT AND DEFERRED REIMBURSEMENT AGREEMENT

Shiloh Church Replacement Facility / Sewer and Utility Work

This Agreement is made as of _____, 2026, by and between the City of Dallas, Georgia, a municipal corporation (the “City”), and the Downtown Development Authority of the City of Dallas, Georgia, a public body corporate and politic (the “DDA”).

RECITALS AND FINDINGS

- A. The City and the DDA are undertaking a downtown redevelopment effort that includes the DDA’s acquisition of the existing Shiloh Church property located within or affecting the City’s downtown redevelopment area (the “Old Church Property”).
- B. As negotiated consideration for the conveyance of the Old Church Property, a replacement church facility is to be constructed on other property identified in Exhibit A (the “Replacement Church Property”). Certain sewer and related utility work is required for or in connection with that replacement facility (the “City Work”).
- C. The parties intend that the City Work be treated as an acquisition-related and project-related cost of the DDA’s downtown redevelopment transaction, and not as the DDA paying for a City capital project, not as a City public works project funded by the DDA, and not as a donation or gratuity to any private person or religious organization.
- D. The DDA has authority under O.C.G.A. § 36-42-3 and O.C.G.A. § 36-42-8 to acquire, contract, finance, construct, improve, install, and pay the costs of projects and project-related facilities, services, utility connections, easements, permits, approvals, and other expenses necessary or incidental to a project and to accept and use loans or other financial assistance in furtherance of its public purpose.
- E. The City has authority under O.C.G.A. § 36-34-5 to construct, improve, extend, operate, and maintain sewage systems and related easements and facilities, and the City and DDA may contract with one another under Article IX, Section III, Paragraph I of the Georgia Constitution and O.C.G.A. § 36-42-8(a)(10).
- F. The City and DDA find that this Agreement serves a substantial public purpose by facilitating the DDA’s acquisition of the Old Church Property, advancing downtown redevelopment, avoiding unnecessary project delay, and providing full reimbursement to the City for the City Work. No deposit is required because deferred reimbursement is part of the negotiated public-purpose structure of this transaction.

For good and valuable consideration, the parties agree as follows:

1. Project Purpose and Characterization

1.1 DDA Project. The DDA project is the acquisition of the Old Church Property for downtown redevelopment, together with the negotiated consideration and related costs necessary to complete that acquisition (the “Acquisition Project”). The City Work is an incidental and necessary component of the Acquisition Project.

1.2 Not a City Capital Project. This Agreement does not convert the City Work into a separate City capital project and does not require the DDA to fund a City public works project. Any sewer facility accepted by the City after completion shall be accepted only as part of the City’s ordinary utility ownership, operation, and maintenance authority.

1.3 No Private Developer Precedent. This Agreement is based on the DDA’s statutory public-purpose role and the downtown redevelopment transaction described herein. It does not require or authorize the City to perform construction work for private developers outside a separately approved lawful agreement.

2. City Work

2.1 Scope. The City shall perform, cause to be performed, or procure the City Work generally described in Exhibit A, including sewer line construction, service connection work, related utility appurtenances, restoration, engineering, inspection, permitting, and other work reasonably necessary to make the sewer facilities available to the Replacement Church Property.

2.2 Conditions to Work. The City is not required to begin construction until: (a) Exhibit A is approved by the City Manager and DDA Chair; (b) all necessary permanent utility easements, temporary construction easements, and access rights have been provided to the City in recordable form; (c) required plans, permits, and approvals are obtained; and (d) the City Manager determines that the work may proceed without materially impairing City utility operations.

2.3 Procurement / Self-Performance. The City may self-perform the City Work using City labor, equipment, and materials, or may procure contractors, materials, equipment, or professional services. If any portion of the City Work is subject to O.C.G.A. Title 36, Chapter 91 or other procurement law, the City shall comply with applicable law. Compliance with procurement law shall not alter the project characterization in Section 1.

2.4 Standards and Acceptance. All work shall comply with City utility standards. Public sewer facilities shall become part of the City sewer system only upon written acceptance by the City. Tap, connection, capacity, inspection, permit, or other utility fees are not waived unless separately approved by the City Council.

3. Deferred Reimbursement

3.1 No Deposit. No deposit or advance payment is required from the DDA. The City acknowledges that requiring advance payment could impair the timing and flexibility of the Acquisition Project and agrees to allow reimbursement over time as set forth herein.

3.2 Reimbursable Costs. The DDA shall reimburse the City for all actual, direct, and allocable costs incurred by the City for the City Work, including labor, equipment, materials, contractor costs, engineering, surveying, design, legal descriptions, easement preparation, permitting, inspection, restoration, administrative/procurement expenses, and other costs reasonably related to the City Work ("Reimbursable Costs").

3.3 Final Invoice. Within thirty (30) days after substantial completion, or at reasonable intervals during the work if the City elects, the City shall invoice the DDA for Reimbursable Costs with reasonable supporting detail. The City Manager's determination of Reimbursable Costs shall control absent manifest error.

3.4 Deferred Reimbursement Obligation. The DDA's obligation to pay Reimbursable Costs is a valid contractual obligation of the DDA (the "Deferred Reimbursement Obligation"). Unless Exhibit B provides otherwise, the DDA shall pay the final invoice in equal quarterly installments over thirty-six (36) months, with the first installment due thirty (30) days after the final invoice.

3.5 No Interest Unless Stated. No interest shall accrue on the Deferred Reimbursement Obligation unless Exhibit B states otherwise. The parties find that any no-interest repayment structure is supported by the public benefits described in this Agreement and is not a waiver, forgiveness, donation, or gratuity.

3.6 Administrative Flexibility. The City Manager and DDA Chair may approve written adjustments to installment dates or amounts if: (a) the total principal owed is not reduced; (b) the outside maturity is not extended beyond sixty (60) months after the final invoice; (c) the adjustment is reported to the City Council and DDA at their next regular meetings; and (d) the adjustment does not waive any City fee or forgive any DDA obligation. Any reduction, forgiveness, or compromise of the Deferred Reimbursement Obligation requires approval by both governing bodies and separate lawful consideration.

3.7 Payment Source. The Deferred Reimbursement Obligation is payable from funds legally available to the DDA. Nothing herein pledges the City's full faith and credit, creates City debt for the DDA's obligation, or waives any constitutional, statutory, or charter limitation.

4. Easements, Access, and Site Coordination

4.1 Easements. The DDA shall obtain or cause the owner of the Replacement Church Property to grant, at no cost to the City, all permanent utility easements and temporary construction easements necessary for the City Work, in forms acceptable to the City Attorney and recordable in Paulding County.

4.2 Coordination. The DDA shall coordinate the City Work with the replacement church construction schedule and shall cause the property owner, church, developer, contractor, and design professionals to cooperate with City personnel and contractors.

4.3 Changed Conditions. If field conditions, permitting requirements, design changes, or third-party delays materially affect cost or schedule, the City Manager may modify the City Work as reasonably necessary, provided the DDA remains responsible for Reimbursable Costs.

5. Risk Allocation

5.1 No Warranty of Project Completion. The City is responsible only for the City Work accepted under this Agreement. The City does not warrant completion of the replacement church facility or the broader Acquisition Project.

5.2 Contractors. If the City contracts for any portion of the City Work, the City shall require commercially reasonable insurance, indemnity, and performance obligations from the contractor consistent with City practice and applicable law.

5.3 Governmental Immunity. Nothing in this Agreement waives sovereign immunity, governmental immunity, official immunity, or any other defense available to either party or their officers, officials, employees, agents, or insurers.

5.4 No Religious Subsidy. The parties acknowledge that the public purpose of this Agreement is downtown redevelopment and acquisition of the Old Church Property. The City Work is exchange consideration and project-related infrastructure necessary to complete that transaction and is not intended as religious support, sponsorship, or subsidy.

6. Default and Remedies

6.1 Default. A party is in default if it fails to perform a material obligation and does not cure the failure within thirty (30) days after written notice, or within such longer period as is reasonably necessary if cure is commenced within thirty (30) days and diligently pursued.

6.2 Remedies. Upon DDA default in payment, the City may suspend discretionary performance, set off amounts lawfully payable by the City to the DDA, pursue collection, or seek any other remedy available at law or equity. Remedies are cumulative.

7. Term; Miscellaneous

7.1 Term. This Agreement begins on the effective date and continues until completion of the City Work and full payment of the Deferred Reimbursement Obligation, not to exceed fifty (50) years.

7.2 Approval. This Agreement is effective only after approval by the City Council and the DDA and execution by authorized officers of both parties.

7.3 Amendment. Except for administrative adjustments expressly allowed herein, this Agreement may be amended only by written instrument approved by both parties.

7.4 Records. This Agreement and records relating to it may be subject to disclosure under the Georgia Open Records Act.

7.5 Entire Agreement. This Agreement, including Exhibits A and B, is the complete agreement of the parties regarding the City Work and Deferred Reimbursement Obligation.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers.

CITY OF DALLAS, GEORGIA**DALLAS DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____

By: _____

Name: _____

Name: _____

Title: Mayor

Title: Chair

Date: _____

Date: _____

Attest:

Attest:

City Clerk_____
Secretary

Approved as to form:

City Attorney

EXHIBIT A**PROJECT DESCRIPTION / CITY WORK**

- 1. Acquisition Project.** The DDA's acquisition of the existing Shiloh Church property for downtown redevelopment, including negotiated obligations necessary to provide a replacement church facility and related site/utility improvements as consideration for the conveyance of the Old Church Property.
- 2. Old Church Property.** 209 W. Cooper Avenue, Dallas Georgia
- 3. Replacement Church Property.** 121 Academy Drive, Dallas, Georgia
- 4. City Work.** The City Work may include, without limitation, planning, engineering coordination, construction, installation, extension, relocation, adjustment, inspection, testing, and restoration of sewer facilities and related appurtenances necessary or convenient to provide sewer service to the Replacement Church Property, including mains, laterals, manholes, cleanouts, taps, trenching, backfill, pavement/ground restoration, erosion control, traffic control, permitting, and related utility work shown on plans approved by the City.
- 5. Plans.** The City Work shall be more particularly shown on plans, sketches, engineer's estimates, field directives, easement plats, or work orders approved by the City Manager and DDA Chair. Those documents may be attached to this Exhibit A when available and are incorporated by reference.
- 6. Exclusions.** Unless expressly added by written amendment or approved work order, the City Work does not include construction of the church building, private plumbing beyond the City-approved point of connection, private building permits, vertical construction, architectural work, or non-utility site improvements.

EXHIBIT B**DEFERRED REIMBURSEMENT SCHEDULE**

1. Estimated Reimbursable Costs. \$ _____ estimated. This estimate is for budgeting only and does not cap the DDA's obligation to pay actual Reimbursable Costs unless the parties expressly agree in writing to a not-to-exceed amount.

2. Deposit. No deposit or advance payment is required.

3. Payment Schedule. Unless otherwise inserted below, the DDA shall pay the final invoice in equal quarterly installments over thirty-six (36) months, beginning thirty (30) days after the City issues the final invoice.

Alternative approved schedule, if any:

4. Interest. No interest shall accrue unless a different rate is inserted here: _____ % per annum.

5. Outside Maturity. All Reimbursable Costs shall be paid in full no later than sixty (60) months after the final invoice unless a later date is approved by both governing bodies and is lawful under applicable law.

6. Prepayment. The DDA may prepay all or any portion of the Deferred Reimbursement Obligation at any time without penalty.



STAFF ACTION ITEM

MEETING DATE: 07/06/2026

TITLE: *High Shoals Development Subdivision & West Dallas Sewer Extension Phase IIA Sanitary Sewer Improvement – Sewer Tap & West Dallas Special Utility District Fee Credit Request*

PRESENTED BY: *Brandon Rakestraw – Director*

AGENDA ITEM DESCRIPTION (Agenda Content):

High Shoals Development Subdivision & West Dallas Sewer Extension Phase IIA Sanitary Sewer Improvement – Sewer Tap & West Dallas Special Utility District Fee Credit Request

HISTORY/PAST ACTION:

N/A

INFORMATION:

Request Mayor and Council approval for the issuance of the following Sanitary Sewer Tap Fee and West Dallas Special Utility District Fee credit amounts for the High Shoals Development Subdivision located within Land Lots 1073, 1074, 1087, 1088, 1145, 1146, and 1160 of the 3rd District, 3rd Section within Paulding County, Georgia; formally known as Tax Parcel I.D. No.(s) 086.1.2.001.0000 and 086.1.1.001.0000 and intends to develop the property for the construction of (460) Four Hundred Sixty Residential Lots.

***See attached “Differential Cost Analysis Document” ***

- *Sanitary Sewer Tap Fee Credit Amount (Overall Total approved by City) - \$214,151.52*
- *Sanitary Sewer Tap Fee - Per Lot (to be collected by City) - \$4,634.45*

- *West Dallas Special Utility District Fee Credit (Overall Total approved by City) - \$1,305,533.19*
- *West Dallas Special Utility District Fee Credit (Per Lot Requested by Developer) - \$2,838.12*

- *West Dallas Special Utility District Fee Credit (Per Lot Approved by City) - \$1,843.00PL*
- *Differential in credit amounts (Requested / Approved) per lot - \$995.12PL (City council will determine eligibility of this differential credit amount to be deducted from the per lot sanitary sewer tap fee to be collected by the city for each plated lot. If approved the per-lot sanitary sewer tap fee to be collected will equal \$3,639.33 for each plated lot.*

Staff requests Mayor and Council approval of the proposed fee credits.

flock safety

EXHIBIT A ORDER FORM

Customer: GA - Dallas PD
 Legal Entity Name: GA - Dallas PD
 Accounts Payable Email: lpickett@dallas-ga.gov
 Address: 120 Main Street Dallas, Georgia 30132

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$54,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	18	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Condor Professional Services - Standard Implementation Fee	\$750.00	3	\$2,250.00

Subtotal Year 1:	\$112,850.00
Annual Recurring Subtotal:	\$54,000.00
Discounts:	\$45,000.00
Estimated Tax:	\$0.00
Contract Total:	\$274,850.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.



Governor's Office of Planning and Budget BUDGET ADJUSTMENT REQUEST

GRANTEE: Dallas Police Department	GRANT ID: GA-0013888
GRANT PROGRAM NAME: Public Safety and Community Violence Reduction	DATE: 06/15/2026

PREPARED BY:
Captain Michael Selleck

A. EXPLANATION OF BUDGET REVISION REQUEST AND BUDGET NARRATIVE

Please explain and justify the need for a budget revision. Include detailed information describing the change to each budget line item. THE TOTAL AWARDED AMOUNT CANNOT INCREASE OR DECREASE. TOTAL MATCH AMOUNT CHANGES MUST BE APPROVED

This budget adjustment is to request the use of the remaining contingency funds to cover part of the cost of the upcoming Flock invoice.

B. BUDGET CHANGE

Enter the total amount of approved budget and revision request for each category. If revision request decreases from the approved budget amount, place minus (-) symbol in front of the amount. The Total Adjusted Budget Request column will automatically update.

BUDGET CATEGORY	APPROVED BUDGET	REVISION REQUEST	REQUESTED ADJUSTED BUDGET TOTALS
Personnel			\$ 0.00
Fringe Benefits			\$ 0.00
Travel			\$ 0.00
Equipment	\$ 213,943.43		\$ 213,943.43
Supplies			\$ 0.00
Contracted Services	\$ 6,000.00	\$ 40,399.07	\$ 46,399.07
Other	\$ 40,399.07	\$ 40,399.07	\$ 0.00
TOTAL	\$ 260,342.50	\$ 0.00	\$ 260,342.50