



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 05, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Card Prior to Speaking)*

Minutes:

1. Mayor and Council Minutes of March 15, 2021

New Business:

2. Supplemental Bond Resolution for issuance of 2021 Revenue Bonds (City of Dalton Projects) through the Dalton Building Authority not to exceed \$21million
3. Ordinance 21-05 - The request of Joel Banda to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.23 acres located at 303 Goodwill Drive, Dalton, Georgia. Parcel (12-216-01-003)
4. Professional Services Agreement with 1 Priority Environmental Services, LLC for Asbestos Abatement & Other Hazardous Material Removal for Residential Structures Located at 915 Brookwood Drive & 310 W. Waugh Street
5. Corrective Action Plan & Permanent Easement for Drainage Project near 2200 Rocky Face Circle

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 15, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Gary Crews, and City Administrator Jason Parker. Council member Tyree Goodlett was absent.

CALLED TO ORDER

The Mayor called the meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

Ben Laughter spoke in opposition of Ordinance 21-02 regarding the City implementing franchise fees for Georgia Power and North Georgia Electric.

Denil Bryson spoke in in opposition of Ordinance 21-02 regarding the City implementing franchise fees for Georgia Power and North Georgia Electric.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the agenda of March 15, 2021. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of March 1, 2021.

On the motion of Council member Harlan, second Council member Crews, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 21-02 UPDATING ARTICLE VI "FRANCHISE FEES" OF CHAPTER 118 "UTILITIES" OF THE CITY CODE

On the motion of Council member Crews, second Council member Waugh, the Mayor and Council adopted Ordinance No. 21-02 an Ordinance Of The City Of Dalton To Adopt Article VI "Franchise Fees" Of Chapter 118 "Utilities" Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton To Provide For The Collection Of Franchise Fees For The Use Of City Property And Right-Of-Way For Electrical Services; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

RESOLUTION 21-04 – AMENDMENT TO THE 2020 ACTION PLAN AND 2019 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

CFO Cindy Jackson presented the Mayor and Council with Resolution 21-04 authorizing A Substantial Amendment to the 2020 Action Plan and 2019 Annual Action Plan under the Community Development Block Grant (CDBG) Program. Jackson stated the CDBG program received additional funding from the CARE's Act in the amount of \$297,268 which requires an amendment to the 2020 Annual Action Plan. On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the Resolution. The vote was unanimous in favor.

LEONARD BROTHERS CONSTRUCTION CHANGE ORDER #1 FOR RESTROOM FACILITIES AT BROOKWOOD PARK

Acting Recreation Director Greg Walker presented Change Order #1 for Restroom Facilities at Brookwood Park in the amount of \$4620.00. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the change order. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ASSOCIATES LAND SURVEYING, LLC FOR THE CITY OF DALTON AQUATIC CENTER

Public Works Director Andrew Parker presented the Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center in the amount of \$6900.00 to complete the survey work which will include a detailed topographical survey that will facilitate the design. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the agreement. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH GEO-HYDRO ENGINEERS, INC. FOR THE CITY OF DALTON AQUATIC CENTER

Public Works Director Andrew Parker presented the Professional Services Agreement with Geo-Hydro Engineers, Inc. for the City of Dalton Aquatic Center in the amount of \$8850.00 to complete the geotechnical engineering services to include a detailed report of the subsurface conditions required to facilitate the design. On the motion of Council member Waugh, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH KSI STRUCTURAL ENGINEERS, LLC FOR CITY OWNED PARKING DECK

Public Works Director Andrew Parker presented the Professional Services Agreement with KSI Structural Engineers, LLC for City Owned Parking Deck In the amount of \$2200.00 for completion of a general condition inspection of the structural components and systems for the existing City owned parking deck. On the motion of Council member Harlan, second Council member Crews, the agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD (GMC) FOR CIVIL DESIGN SERVICES FOR MARKET STREET

Public Works Director Andrew Parker presented the Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services for Market Street in the amount not to exceed \$314,240.00 to be paid for with the 2021 Bond Issue Project. A. Parker stated the agreement is for design services for Market Street to include a full civil site design package. On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the agreement. The vote was unanimous in favor.

DDDA Director

Council member Annalee Harlan introduced and welcomed new DDDA Director Candace Eaton to the Mayor and Council.

Mayor and Council
Minutes
Page 3
March 15, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:28 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-5-21

Agenda Item: Supplemental Bond Resolution (Draft)

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: NA – Revenue Item

Funding Source if Not in Budget Debt Issuance

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Supplemental Bond Resolution for issuance of 2021 Revenue Bonds (City of Dalton Projects) through the Dalton Building Authority not to exceed \$21million. Sale date 4/5/21 (resolution will be updated and submitted before the Council Meeting). The closing date will occur on April 20, 2021.

**SUPPLEMENTAL RESOLUTION OF
CITY OF DALTON, GEORGIA**

WHEREAS, The City of Dalton Building Authority (the “Authority”) authorized the issuance of up to \$21,000,000 in aggregate principal amount of its Revenue Bonds (City of Dalton Projects), Series 2021 (the “Series 2021 Bonds”), in a resolution duly adopted at a meeting held on February 26, 2021 (the “Original Bond Resolution”); and

WHEREAS, the Original Bond Resolution provides that the Series 2021 Bonds shall bear interest at rates not to exceed 5.00% per annum; and

WHEREAS, the Original Bond Resolution provides that the principal amount of the Series 2021 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto, will be determined by the Authority in a supplemental resolution; and

WHEREAS, on March 1, 2021, the City of Dalton, Georgia (the “City”) adopted a Resolution (the “Original Resolution”), authorizing, among other things, (1) the approval of the terms of the Original Bond Resolution and (2) the City to enter into an Intergovernmental Contract (the “Contract”) with the Authority relating to the issuance of Series 2021 Bonds; and

WHEREAS, the Authority determined the principal amount of the Series 2021 Bonds maturing in each year, the interest rate on each such maturity, and the optional redemption and mandatory redemption provisions applicable thereto, in a resolution duly adopted at a meeting held on April 5, 2021 (the “Supplemental Bond Resolution”); and

WHEREAS, it is proposed that the City approve the terms provided in the Supplemental Bond Resolution; and

WHEREAS, it is proposed that the City ratify and authorize the use and distribution of a Preliminary Official Statement, dated March 25, 2021, relating to the Series 2021 Bonds (the “Preliminary Official Statement”) and authorize the execution, delivery, use and distribution of an Official Statement, dated April 20, 2021, relating to the Series 2021 Bonds (the “Official Statement”) in connection with the sale of the Series 2021 Bonds; and

WHEREAS, it is proposed that the City authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date hereof, (the “Disclosure Certificate”) to assist the initial purchaser of the Series 2021 Bonds in complying with its obligations under Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended; and

WHEREAS, it is proposed that the City approve the acceptance of the winning bid and the award of the sale of the Series 2021 Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City as follows:

Section 1. The execution, delivery and performance of the Contract, a copy of which are attached hereto as Exhibit A, are hereby authorized. The Contract shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery by the Mayor as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 2. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the form attached to the Preliminary Official Statement, with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery by the Mayor as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 3. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Mayor of the City, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 4. The execution and delivery of the certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby ratified and approved.

Section 5. The Mayor and City Council hereby acknowledge that they have received a copy of the Bond Resolution, adopted by the Authority on February 26, 2021, and the Supplemental Bond Resolution, adopted by the Authority on April 5, 2021, in substantially the form attached hereto as Exhibit B, together with such supplements and amendments which may be made thereto with the consent of the Mayor, and hereby approve the terms and provisions thereof. The Series 2021 Bonds (a)(i) shall be in the aggregate principal amount, mature, bear interest, and shall initially be dated, and (ii) shall be subject to redemption, and (b) the net proceeds of the sale of the Series 2021 Bonds shall be used and applied, as set forth in the Supplemental Bond Resolution attached hereto.

Section 6. From and after the date of adoption of this Supplemental Resolution, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, instruments or certificates as may be necessary to carry out and comply with the provisions of this Supplemental Resolution and the Original Resolution and are further authorized to take any and all further actions and to execute any and all other documents, certificates and instruments as may be necessary or desirable in connection with the issuance of the Series 2021 Bonds and the execution and delivery of the Contract, the Disclosure Certificate or any other similar documents relating to the Series 2021 Bonds.

Section 7. In accordance with an Official Notice of Sale, the Authority and the City

received electronic bids for the purchase of the Series 2021 Bonds on April 2, 2021, and the City Manager and Chief Financial Officer of the City, with the assistance of Davenport & Company LLC, as municipal advisor to the City, reviewed the bids and determined that the best bid for the Series 2021 Bonds was submitted by [PURCHASER]. Said bid is hereby accepted on behalf of the City, and the award of the sale of the Series 2021 Bonds to [PURCHASER] Association is hereby authorized and approved.

Section 8. All of the terms and provisions of the Original Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

Section 9. Any and all other resolutions, or parts of resolutions, in conflict with this Supplemental Resolution this day adopted, be and the same are hereby repealed.

Section 10. This Supplemental Resolution shall be effective immediately upon its adoption.

SO RESOLVED, this 5th day of April, 2021.

CITY OF DALTON, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

EXHIBIT A

Contract

EXHIBIT B

Supplemental Bond Resolution

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Dalton, Georgia, which resolution was duly adopted at a meeting of the City Council duly called and assembled on April 5, 2021, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the City Council which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the City Council this 5th day of April, 2021.

(S E A L)

Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/5/2021

Agenda Item: **The Joel Banda to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.23 acres located at 303 Goodwill Drive, Dalton, Georgia. Parcel (12-216-01-003)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-05

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Rural Residential (R-5) Being A Tract of Land Totaling .23 Acre Located At 303 Goodwill Drive (Parcel No. 12-216-01-003); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Luz & E Enterprises, LLC by its Member/Manager Joel Banda (Owner) has filed an application with the City to rezone property located at 303 Goodwill Drive (Parcel No. 12-216-01-003);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on March 22, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 303 Goodwill Drive identified as Parcel No. 12-216-01-003 is hereby rezoned from Heavy Manufacturing (M-2) to Rural Residential (R-5).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all

actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: April 1, 2021

SUBJECT: The request of Joel Banda to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.23 acres located at 303 Goodwill Drive, Dalton, Georgia. Parcel (12-216-01-003)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 22, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Joel Banda.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Calhoun.

Banda stated that the property had been improved and that he wished to sell, but the buyers would not be able to obtain a mortgage as it is currently zoned.

With no other comments heard for or against, this hearing closed at approximately 7:14pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **David Pennington then made a motion to recommend the R-5 rezoning based on his agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Joel Banda is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Rural Residential (R-5) (parcel 12-216-01-003) containing a total of 0.23-acres located at Goodwill Drive. The tract currently contains two single-family detached dwellings. The rezoning request to (R-5) is sought to serve the purpose of allowing the property to be brought into conformity in order for the property to be sold:

The surrounding uses and zoning are as follows: 1) to the north, is a 0.16-acre tract of land zoned M-2 that contains a single-family detached dwelling; 2) to the east, is a 4.41-acre tract zoned M-2 that contains a commercial building and graveled area; 3) to the south, is a 0.1-acre tract that is zoned M-2 and undeveloped; 4) to the west, are three tracts of land across Goodwill Drive. Two of the western tracts are zoned Low-Density Single-Family Residential and contain a manufactured home. The other western tract is zoned high-Density Residential and contains a quadplex. All in all, a review of the zoning map indicates that the R-2 and R-5 zone districts converge in this area, with R-5 being the most prominent zone district.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad Mar 5, 2021 (16 days notice) 2. Property posted Mar 5, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?		<u>X</u>	
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

In this area of Dalton land use, lot size, and zoning may vary dramatically from tract to tract. Non-conforming properties are common in this area as well as blight. The current M-2 zone district likely exists as a byproduct of the City's previous pyramid zoning ordinance where the M-2 zone district allowed for incredible flexibility in land use and site design. While there have been manufacturing operations on Goodwill Dr. in proximity to the subject property, the subject property itself has been developed for residential use for several decades. By rezoning the subject property to R-5, there would be an opportunity for the subject property to become a conforming property and therefore become eligible for a mortgage.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

As stated previously, this area is home to a diverse blend of land uses, from manufacturing to residential, that are not intended to be blended such as they are. The petitioner has made a conscious effort to renovate and improve the existing single-family detached dwellings on the subject property from their previous blighted condition. While the two single-family detached dwellings on the subject property will require modification into a single duplex dwelling, this would not be in conflict with the existing adjacent or nearby residential properties. No negative impact on economic value is expected.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

As stated previously, the subject property is non-conforming. While non-conformity allows for the present use of the property to continue, it does create certain issues with property improvements as well as mortgage eligibility in the case of residential uses.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Comprehensive Plan and Future Development Map show the subject property to be within the suburban character area. This character area is intended to preserve the integrity of post WWII style subdivisions. Since residential land use is the predominant character of land use in this area the Suburban character area is a great fit for this location. It is a recommendation within the narrative of the Suburban character area that any new development or infill development be reflective of the established pattern and character of land use. The subject property would be reflective of the established pattern and character of land use for this area even when it is converted into a duplex.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

While there are no tracts of land adjacent to the subject property that are already zoned R-5, there are several residential zone districts established that would be similar to that of the R-5 zone district. There is no concern in regard to a “spot zone” or an entering wedge for that matter.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

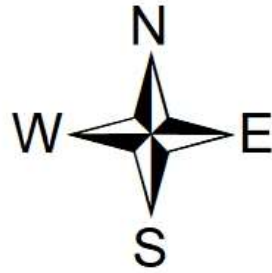
N/A

CONCLUSION:

The staff can recommend approval for the R-5 rezoning based on the following factors:

1. The proposed rezoning would be reflective of existing adjacent properties with no concern for adverse impact to adjacent or nearby property values.
2. No issues regarding public infrastructure are expected if this rezoning is approved.
3. The Suburban character area shown in this area would be in support of the proposed rezoning and proposed use of the subject property, especially when considering the non-conforming status of the present M-2 zone district.

Banda Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



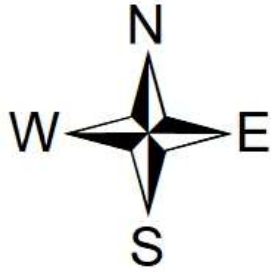
ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200



Banda Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



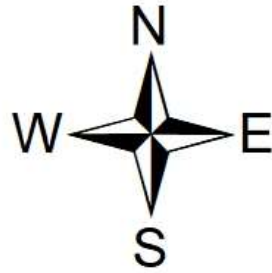
DALTON CITY LIMITS

 Town_Boundaries

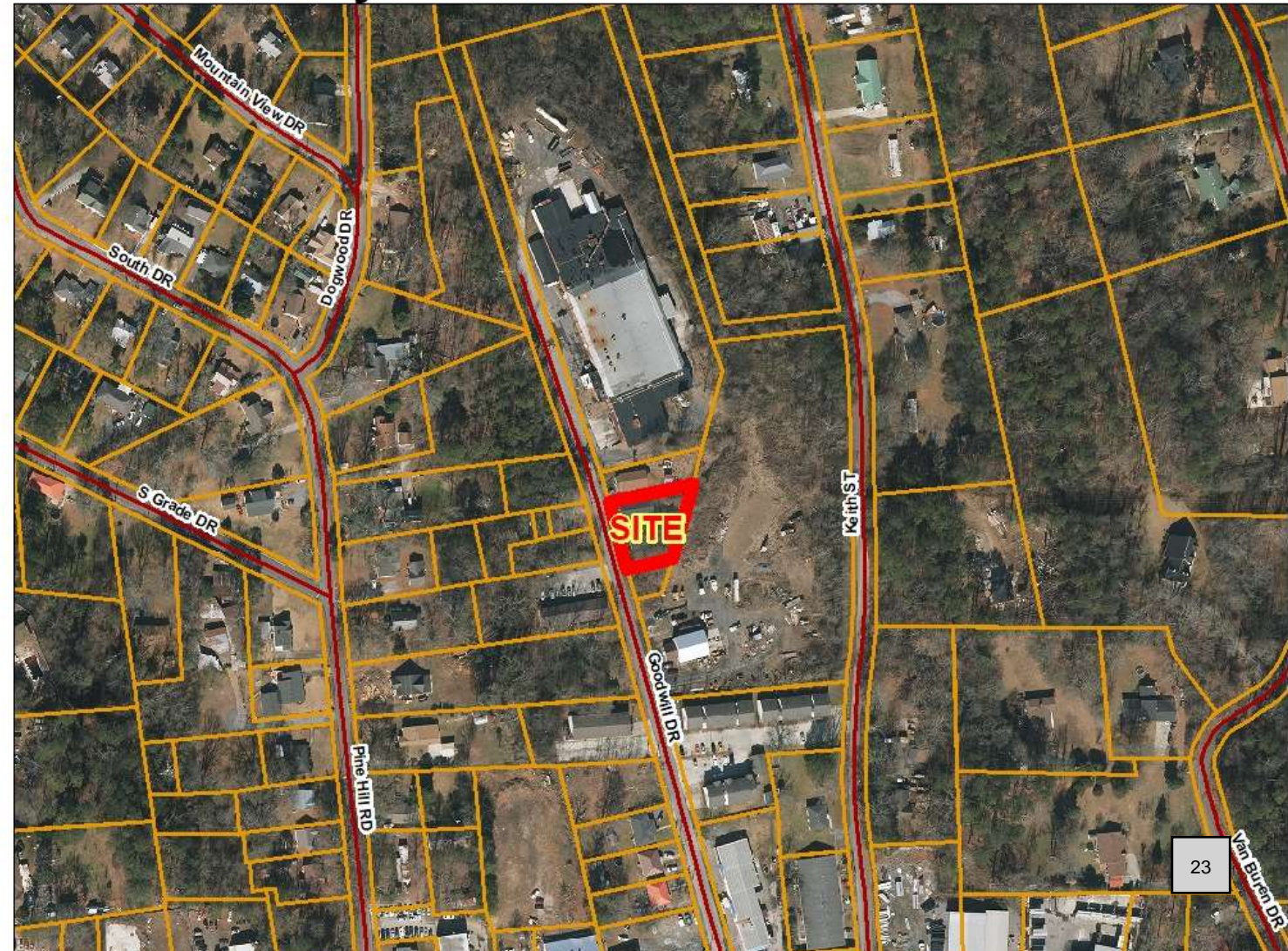
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**Banda Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
200**



**Banda Rezoning Request
M-2, Heavy Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction**



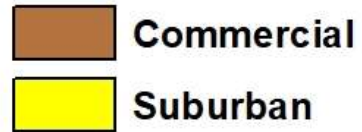
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Banda Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP



FEET
200



12-216-01-003

FOR OFFICE USE ONLY:
DATE RECEIVED: 2/4/2021

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: ✓
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: BANDA, JOEL Telephone: 706 483 0776

Mailing Address: PO BOX 6454 DALTON 30722

Email: bandajoe184@yahoo.com

Address of Property to be Rezoned: 303 Goodwill DRIVE DALTON 30721

Amendment to: Zoning Map ✓ Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 0.23 acres; _____ square feet

Existing Zone Classification: M-2, HEAVY MANUFACTURING

Proposed Zone Classification: R-5, RURAL RESIDENTIAL

Present Use of Property: RESIDENTIAL

Proposed Use of Property: RESIDENTIAL

If multi-family, total number of units: _____
Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: Joe Banda Date: 2-4-21

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

100% LUZ & E ENTERPRISES LLC

AKA JOEL & LETICIA BANDA

I appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

 
Owner

Sworn to and subscribed
before me, this ____ day
of _____,

Notary Public

(SEAL)

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT*
(Required by Title 36, Chapter 67A, O.C.G.A.)**

Date of Rezoning Application: 2/4/2021

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 4 day of FEB, 2021.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 2/4/2021

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) _____

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) _____

If so, describe the nature and extent of such interest:

1
If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.


2
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) no

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 4 day of FEB, 2021.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

PT61 002005

Deed Doc: QCD
Recorded 07/26/2019 10:54AM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITEFIELD County, Ga.
Bk 06719 Pg 0420-0430

✓ After Recording Return To:

W. Lane Haley, PC.
217 W. Crawford St.
Dalton, Georgia 30720

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF WHITEFIELD

This INDENTURE, made this 20th day of May., 2019, between **JOEL BANDA LOPEZ aka JOEL BANDA and LETICIA BANDA** as party or parties of the first party, hereinafter called Grantor, and **LUZ & E ENTERPRISES, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUIT-CLAIM unto the said Grantee.

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

(Unofficial Witness)

Joel Banda Lopez aka Joel Banda

(Seal)

(Notary Public)

Leticia Banda

(Seal)

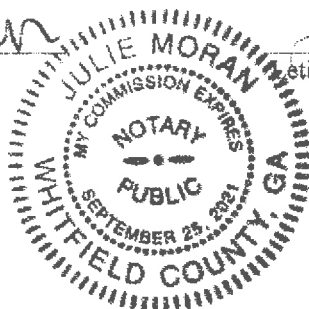


EXHIBIT "A"

Tract Five (303 Goodwill Drive)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot No. 216 of the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly known and described as Lots 62, 63, 64 and a portion of Lot No. 65 of Underwood Acres Subdivision, Plat 2, Revised, as per plat of said subdivision recorded in Plat Book 4, page 46, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located on the easterly right-of-way line of Sales Drive, said point of beginning being 105 feet northerly as measured along the easterly right-of-way line of Sales Drive from the intersection of the easterly right-of-way line of Sales Drive with the south line of Land Lot No. 216; running thence north 14 degrees 30 minutes west along the easterly right-of-way line of Sales Drive 95 feet to an iron pin; thence north 75 degrees 30 minutes east 139 feet to an iron pin; thence south 23 degrees 47 minutes west 125 feet to a point; thence south 75 degrees 30 minutes west 25.8 feet to an iron pin; thence south 80 degrees 37 minutes west 34.6 feet to an iron pin located on the easterly right-of-way line of Sales Drive and the POINT OF BEGINNING.

PARCEL 12-214-01-003





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/5/21

Agenda Item: Professional Services Agreement with 1 Priority Environmental Services, LLC for Asbestos Abatement & Other Hazardous Material Removal for Residential Structures Located at 915 Brookwood Drive & 310 W. Waugh Street

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$ 16,200 (lump sum price)

Funding Source if Not in Budget 2015 SPLOST

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to approve the Professional Services Agreement with 1 Priority Environmental to complete the asbestos abatement and other hazardous material removal from the residential structures located at 915 Brookwood Drive and 310 W. Waugh Street. Both existing residential structures are located at on sites that will be homes for future stormwater improvement projects. The scope of work included in this proposal must be completed prior to the demolition of both structures.

See attached proposal for additional information.

The Finance Department will create a charge account to fund this project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 5 day of April, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and 1 Priority Environmental Services, LLC., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on April 12, 2021. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before June 14, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 16,200.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: 1 Priority Environmental Services, LLC
4028 Daley Avenue
Fort Worth, Texas 76118

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT’S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT ‘A’

1 PRIORITY. YOUR SOLUTION.



Dallas/Ft. Worth, TX (HQ)
Houston, TX

Austin/San Antonio, TX
Lubbock, TX

Gatesville/Ft. Hood, TX
Shreveport, LA

Baton Rouge, LA
Atlanta, GA

Proposal Submitted to General Contractor

Attn: Estimating Department

Proposal No.

AB20165

Date

March 25, 2021

Project

City of Dalton – Asbestos Abatement and Other Hazardous Material Removal for Residential Structures Located at 915 Brookwood Drive and 310 W. Waugh Street

PROPOSED SCOPE OF WORK – 1 Priority Environmental Services, LLC (1 Priority) hereby proposes to:

- One Mobilization
- 10 Day Asbestos Abatement Notification including EPD Fees, Waste Manifest and all other documentation for both locations
- Remove and Dispose of one sink at 915 Brookwood Drive
- Remove and dispose of approximately 1050 sf of asbestos floor tile and mastic at 310 W. Waugh St
- Remove and dispose of approximately 125 sf of asbestos wall tile at 310 W. Waugh St
- Remove and dispose of approximately 150 sf of asbestos vinyl floor covering and associated fiber backing at 310 W. Waugh St
- Remove and dispose of approximately 8,000 sf of asbestos wall texture at 310 W. Waugh St

ASSUMPTIONS – This Proposal is subject to and provided based upon the following assumptions:

- Areas to be cleaned out by others.
- No night or weekend work.
- Staging area provided by others.
- Lock out/Tag out provided by others.

EXCLUSIONS – This Proposal is subject to and provided based upon the following exclusions:

- MEP Cut & cap, shoring, bracing, patching, exit signs, t-stats, salvage item storage, change of circumstance.
- Final Air Clearance

DOCUMENTS INCORPORATED BY REFERENCE, if any:

- Request for Proposal Document
- Hazardous Materials Survey by Terracon dated February 23, 2021
- Addendum 001 dated March 23, 2021

PROPOSED DURATION OF WORK:

- 10 Days for the Notification
- 5 Days for Scope of Work

CONTRACT PRICE – 1 Priority proposes to provide the above-described Scope of Work for the sum of:

\$200 – 915 Brookwood Drive

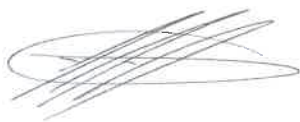
\$16,000 – 310 W. Waugh Street

Additional Terms

Unless noted otherwise above, the following items apply. 1 Priority proposes to provide supplies, materials, equipment, documentation, environmental insurance, labor, supervision, and disposal to complete this project. 1 Priority requires the following to be provided by the Owner or Client: access, electricity, water, location for equipment/supply storage/trailer, and parking, as needed. Bonds, applicable sales and use taxes are not included in pricing. Payment shall be due within thirty (30) days after the above-described Scope of Work is complete. Owner's obligation to pay 1 Priority under this agreement may be secured by a general mechanics' lien. Interest shall accrue on all over-due balances at the rate of 1.5% per month. In the event payment is not made as required herein, 1 Priority shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. Retainage, if any, shall be paid within thirty (30) days of completion of the Scope of Work as defined above. Owner and 1 Priority may agree to changes in the Scope of Work. Any modifications to the Scope of Work shall be approved in writing by both Parties. Owner shall carry fire, tornado, or other necessary loss insurance. 1 Priority is not the generator of waste, Owner is the generator of waste and hereby gives 1 Priority authority to sign waste disposal documents on Owner's behalf. Owner also gives 1 Priority the authority to sign asbestos/renovation/demolition notifications on behalf of the owner. To the extent this proposal is incorporated by reference in and/or may conflict with other project or contract documents, this agreement shall control.

Authorization

Submitted by 1 Priority Representative –
Name:
Title:
Phone:
Address: 1 Priority Environmental Services, LLC
4028 Daley Ave., Fort Worth, Texas 76118



Authorized Signature

NOTE: This proposal shall be deemed withdrawn by 1 Priority if not accepted within thirty (30) days.

Acceptance

Acceptance of Proposal - The above terms and conditions are satisfactory and hereby accepted. 1 Priority is authorized to do the work as described. Payment will be made as specified above. Should you accept this proposal, please sign and return via email.

Authorized Signature Date: _____

Printed Name: _____

Title: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/05/2021

Agenda Item: Corrective Action Plan & Permanent Easement for Drainage Project near 2200 Rocky Face Circle

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$75,000-\$100,000

Funding Source if Not in Budget 2015 SPLOST Unallocated Funds

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

See attached memo, drawing, and easement documents related to the emergency repair of a storm drain and sinkhole near 2200 Rocky Face Circle.

PUBLIC WORKS DEPARTMENT
P. ANDREW PARKER, P.E., DIRECTOR
aparker@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

M E M O R A N D U M

TO: Mayor and City Councilmembers

FROM: P. Andrew Parker, P.E., Public Works Director

RE: Corrective Action Plan & Permanent Easement –
Drainage Project near 2200 Rocky Face Circle

DATE: April 2, 2021

On Thursday, March 25 2021, heavy rainfall occurred throughout the City with local rain gauges recording between 3.75 - 4.5 inches of precipitation. During the morning of Friday, March 26 2021, the Public Works Department was notified of a large sinkhole encompassing the shoulder of the City right of way and the yard of 2200 Rocky Face Circle. The cause of the sinkhole was related to a storm drain system failure near the connection of the right of way storm drain and the private storm drain system. The existing storm drain pipe is in poor condition and runs through the subject property until it discharges into an open ditch which runs directly into the N. Tibbs Road right of way drainage system. Further complicating matters, another significant rain event occurred on Wednesday, March 31 2021, which brought another 2.9 - 3.0+ inches of rainfall to the area of concern. Both events highlighted the fact that this is a critical drainage conveyance area due to its proximity to Rocky Face Circle and the amount of surface water conveyed to this location from the nearby mountain ridge. Additionally, this is a vital outlet drainage conveyance for approximately half of the Rocky Face Circle subdivision.

Sec. 96-1 of City Code provides for the acceptance of temporary or permanent easements for public dedication of certain drainage systems including those connected directly to the City's existing system and conveys runoff from City right of way. The Public Works Department has developed the enclosed Corrective Action Plan drawing for the subject location and is recommending that City Council adopt this plan to allow City intervention. This plan would provide a long term solution for a key drainage conveyance within the subdivision. The Corrective Action Plan requires a temporary construction and permanent drainage easement be provided by the property owner and accepted by the City Council. The property owner has provided written commitment to provide the easement areas described. The City Attorney has prepared a temporary work easement, and approval of this Corrective Action Plan will authorize the City to accept a permanent drainage easement along the proposed storm drain system. The Corrective Action Plan is subject to minor revisions related to the exact alignment of the pipe to accommodate unforeseen field conditions.

Due to the emergency nature of this matter which involves a sinkhole nearby the right of way, City roadway drainage structure, and a Dalton Utilities 8 inch water main, the Public Works Department is actively proceeding with portions of the Corrective Action Plan within and nearby the right of way. The City is also contracting with Northwest Georgia Paving, Inc. on an emergency procurement basis to complete portions of the plan.

Should you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "P. Andrew Parker", with a long horizontal flourish extending to the right.

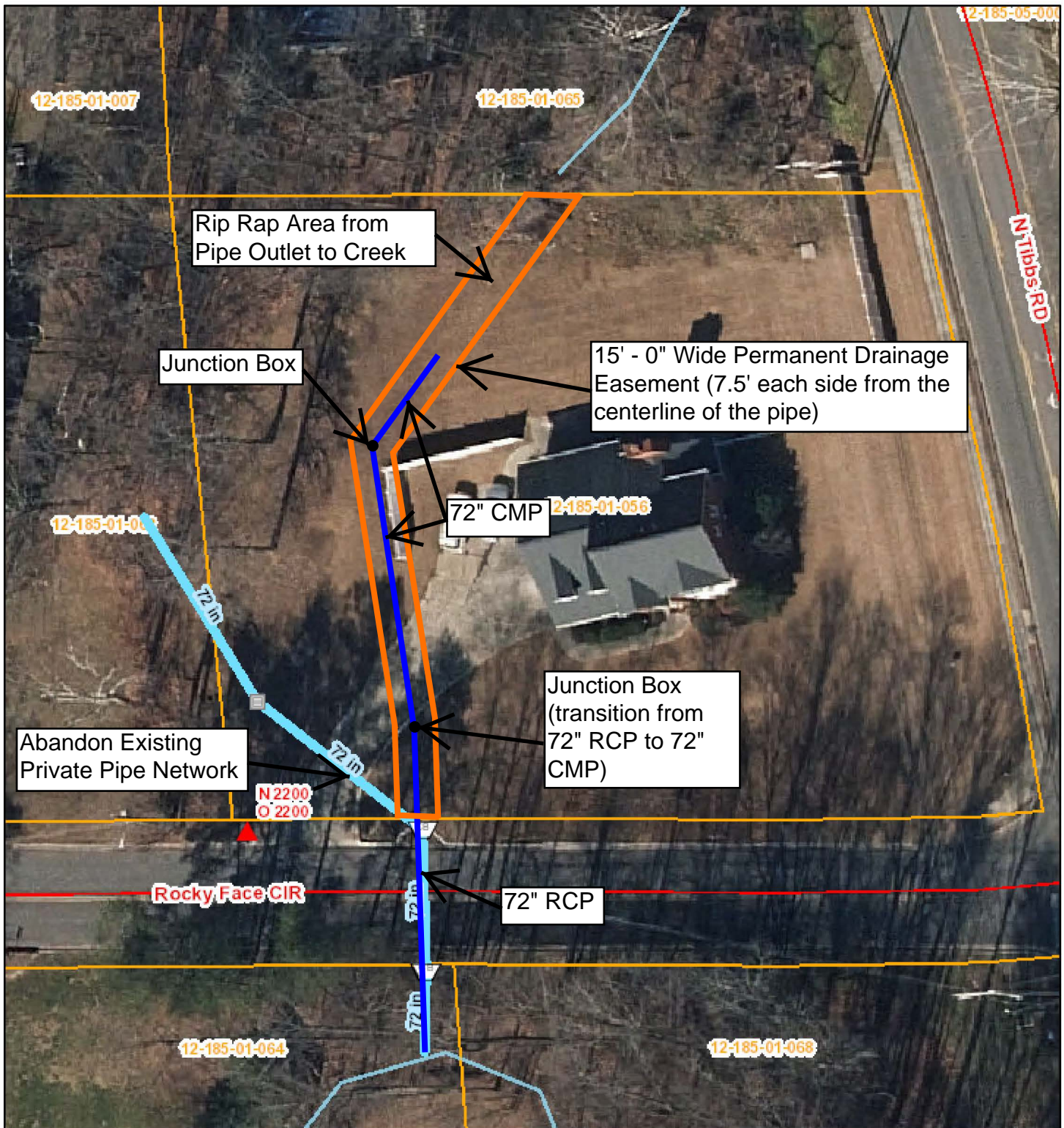
P. Andrew Parker, P.E.
Public Works Director

Cc: City Administrator, Jason Parker
City Attorney, Terry Miller

Enclosures:

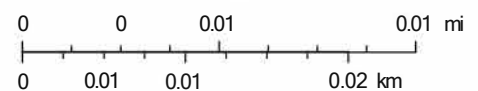
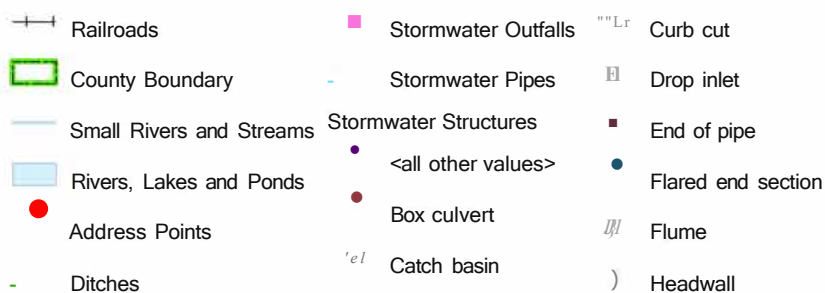
Corrective Action Plan – 2200 Rocky Face Circle
Temporary Work Easement

Corrective Action Plan - 2200 Rocky Face Circle



3/31/2021, 1:06:23 PM

1:564



TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the “Agreement”) is made this 1st day of April, 2021 (the “Effective Date”), by and between **Laura Veronica Vital**, party of the first part (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Rocky Face Circle and N. Tibbs Road** (the “City Property”); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of her heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in thirty (30) days or less and will be completed prior to April 30, 2021. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of thirty (30) days beginning April 1, 2021. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related

delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:

Unofficial Witness

Laura Veronica Vital

Notary Public
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

Authorized Officer

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 185 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 50 of Rocky Face Estates Subdivision, as shown by plat of record in Plat Book 8, Page 14 (Plat Cabinet A Slide 245), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 989, Page 281, Whitfield County, Georgia Land Records.

EXHIBIT “B”

Construction Project