



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 18, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name for the Record)*

Special Recognition:

1. Historic Preservation Commission 2019 Outstanding Preservation Project:
 - Caleb Carnes - 230 N. Hamilton Street Rear Façade Project

Proclamations:

2. Historic Preservation Month - May 2020 - Dalton Historic Preservation Commission
3. Isaiah Mack Day - May 18, 2020

Minutes:

4. Mayor and Council Minutes of May 4, 2020

New Business:

5. Ordinance 20-08
The request of Jose M. Gonzalez to Rezone Certain Property Within The City Of Dalton From Medium-Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract Of Land Totaling 9.20 Acres Located At Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-05-000).
6. De-Annexation Request from Mr. Dong Lee – 1525 Cleveland Hwy (Parcel: 142-12-01-003)
7. Agreement with Lowery and Associates for Topographical Survey of Threadmill Road and Conway Street
8. Agreement with Richards & Associates Engineering, Inc. for Site Design Services – Covie Ridge and Winton Drive
9. Signature Tennis Courts Conversion of Tennis Courts to Pickleball Courts at Brookwood Park
10. FY-2020 Budget Amendment #3.

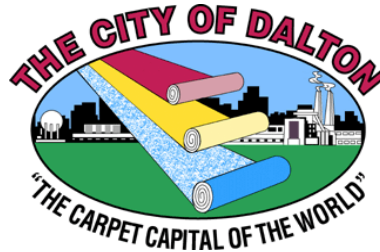
Supplemental Business

Adjournment

Outstanding Preservation Project 2019

**City of Dalton
Historic Preservation
Commission**

PROCLAMATION



HISTORIC PRESERVATION MONTH MAY 2020



WHEREAS, every year in May, local preservation groups, state historical societies, business and civic organizations across the country celebrate Historic Preservation Month through events that promote historic places, heritage tourism, and that demonstrate the social and economic benefits of historic preservation; and

WHEREAS, Historic Preservation helps maintain community character while enhancing livability and gives citizens a deeper understanding of their diverse heritage and a greater appreciation of our unique historic and natural resources; and

WHEREAS, Historic Preservation is an effective tool to build awareness with the concerns of neighborhood history, the city's heritage, and the economic benefits realized by initiating improvements and restoring a community to a thriving condition.

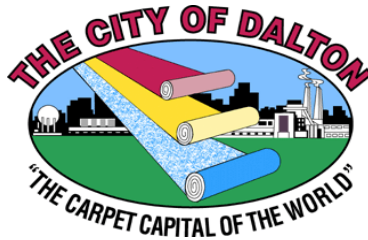
NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim May 2020 as "**HISTORIC PRESERVATION MONTH**" and proudly recognize our local Historic Preservation Commission for their dedicated efforts so that historic resources in our city can be preserved for future generations.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date May 18, 2020

PROCLAMATION



Presented to:

ISAIAH MACK

WHEREAS, Isaiah Dwight Mack was born on March 19, 1996. He is the son of Sequoyah Mack and the brother of Rashaun Mack; and

WHEREAS, Isaiah attended Northwest Whitfield High School where he was named a two-time all-state defensive lineman and two-time regional defensive player of the year; and

WHEREAS, Isaiah attended the University of Tennessee at Chattanooga where he majored in Criminal Justice and was a member of the Chattanooga Mocs football team for five seasons and was named to the Southern Conference All-Freshman team; and

WHEREAS, Isaiah signed with the Tennessee Titans as a rookie free agent on May 10, 2019 following the 2019 NFL Draft; and

WHEREAS, Isaiah Mack is an excellent role model for young people to follow, not only through his athletic talents, but also through his commitment to family and community.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim May 18, 2020 as **"ISAIAH MACK DAY"** and recognize him as our **"HOMETOWN SPORTS HERO."** We hereby recognize the exceptional achievements of Isaiah who, in distinguishing himself, has brought honor and acclaim to his family, his friends, and his city and we wish him the best in all his future endeavors.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date May 18, 2020

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 4, 2020

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 (teleconference), Derek Waugh, Tyree Goodlett, and Gary Crews, City Administrator Jason Parker and City Attorney Gandhi Vaughn.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Crews, the Mayor and Council approved the May 4, 2020 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor and Council Work Session and Regular Meeting Minutes of April 20, 2020. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

ORDINANCE 20-08 – REZONE/JOSE M. GONZALEZ

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council tabled action on the request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to General Commercial (C-2) and High Density Residential (R-7) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000).

ORDINANCE 20-09 – REZONE/KCR PROPERTIES

The Mayor and council reviewed the request of KCR Properties, LLC to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 3.69 acres located at 1280 Veterans Drive, Dalton, Georgia. Parcel (12-163-04-004). On the motion of Council member Crews, second Council member Waugh, the rezoning request was approved. The vote was unanimous in favor.

AMENDMENT #1 - 2019 CONSULTING AGREEMENT BETWEEN THE CITY OF DALTON AND BLULYNX SOLUTIONS FOR CONSULTING SERVICES FOR THE CDBG PROGRAM

The Mayor and Council reviewed Amendment #1 - 2019 Consulting Agreement between the City of Dalton and BLULYNX Solutions for Consulting Services for the CDBG Program in the amount of \$62,487.00 with no increase from the previous year. On the motion of Council member of Council member Goodlett, second Council member Waugh, the Agreement was approved. The vote was unanimous in favor.

RENEWAL OF SPECTRA FLOOR MAINTENANCE AGREEMENT FOR CITY HALL

The Mayor and Council reviewed the Renewal of Spectra Floor Maintenance Agreement for City Hall in the amount of \$4945.92 per year. The Agreement includes cleaning carpet for floors 1-3 and all areas – halls, offices, plus the cleaning and waxing of 1-3 floor breakrooms. On the motion of Council member Waugh, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

ELEVATOR MAINTENANCE AGREEMENT WITH THYSSENKRUP FOR JOHN DAVIS RECREATION CENTER

The Mayor and Council reviewed the Elevator Maintenance Agreement with Thyssenkrup for John Davis Recreation Center on Civic Drive at a cost of \$2880 annually for annual inspections, maintenance and certification. On the motion of Council member Waugh, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

IT ASSESSMENT/AGREEMENTS

IT Director Jorge Paez explained to the Mayor and Council Items 7, 8, 9, 10 and 11 of the Agenda:

7. InterDev IT Security Assessment
8. InterDev Agreement for Domain Migration
9. InterDev Agreement for Microsoft Office 365 Cloud Migration
10. InterDev Agreement for Network Redesign
11. CDW-G - Microsoft Office 365 GCC E1 Licenses Enterprise Agreement

After a lengthy discussion, on the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved items 7, 8, 9, 10 and 11 of the Agenda. A copy of each complete agreement and cost is a part of these minutes. These items were not included in the I.T. budget. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:21 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/18/2020

Agenda Item: The revised request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Has been sent

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:

The official recommendation from the planning commission is attached along with a summary of this public hearing and staff report.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-08

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium-Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract Of Land Totaling 9.20 Acres Located At Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-05-000); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Jose M. Gonzalez (Owner) has filed an application with the City to rezone property described as Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-55-000) (the Property);

WHEREAS, the Property is currently zoned Medium-Density Single Family Residential (R-3);

WHEREAS, the Owner originally requested that 4.75 acres of the Property be rezoned to High Density Residential (R-7) and 4.45 acres of the Property be rezoned to General Commercial (C-2);

WHEREAS, the Owner has amended the rezoning application following the decision of the Dalton-Whitfield Planning Commission and is requesting the entire Property to be rezoned to Neighborhood Commercial (C-1);

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 April 13, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council with the condition that the 4.45 acre portion of the Property be rezoned Neighborhood Commercial (C-1) and that the 4.75 acre portion of the Property be rezoned to High Density Residential (R-7);

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 being the entire tract of land totaling 9.20 acres located at Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-05-000) is rezoned to Neighborhood Commercial (C-1) without conditions.

-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.

[Signatures on next page.]

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 Councilmember _____, second by Councilmember _____ 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

Amendment To Application For Rezoning

RE: Tax parcel No.: 12-102-05-000

I, Jose Gonzalez, as owner and applicant, in reference to the Application For Rezoning from Medium Density Residential (R-3) to General Commercial (C-2) for Tract 2 (4.45 acres) and to High Density Residential (R-7) for Tract 1 (4.75 acres) a tract of land (parcel 12-199-25-001) containing 9.20 acres and located at the corner of Dawnville Road and Brooker Road Extension, hereby amend said application as follows:

- 1.) I hereby amend the application and request rezoning of the entire subject tract to Neighborhood Commercial (C-1).

This 14 day of May, 2020.

Jose Gonzalez
JOSE GONZALEZ

EXHIBIT A

JOSE GONZALEZ

Dawnville Road and Pleasant Grove Road

A certain tract or parcel of land lying and being in Land Lot 102, 12th District, 3rd Section, Whitfield County, Georgia and being more particularly described as follows:

Tract 1:

BEGINNING at the southeast intersection of Robert Drive (50 foot right of way) and Dawnville Road (100 foot right of way); thence along the south right of way of said Dawnville Road the following courses: north 68 degrees 50 minutes 32 seconds east a distance of 85.87 feet, north 65 degrees 35 minutes 29 seconds east a distance of 63.09 feet, north 64 degrees 04 minutes 18 seconds east a distance of 64.29 feet, north 62 degrees 10 minutes 40 seconds east a distance of 118.25 feet, north 61 degrees 26 minutes 06 seconds east a distance of 309.06 feet, north 72 degrees 51 minutes 50 seconds east a distance of 51.16 feet, north 57 degrees 27 minutes 36 seconds east a distance of 65 feet more or less to the center line of a natural gas line easement; thence leaving said right of way of Dawnville Road and traveling in the southeasterly direction along the center line of said natural gas line easement 425 feet more or less to a point located on the south line of Land Lot 102; thence running along the south line of Land Lot 102 south 88 degrees 27 minutes 46 seconds west a distance of 665 feet more or less to a point in the west right of way of Robert Drive; then following along the west right of way of Robert Drive the following courses: north 63 degrees 08 minutes 30 seconds west a distance of 48.79 feet, north 88 degrees 09 minutes 59 seconds west a distance of 54.14 feet, south 88 degrees 25 minutes 14 seconds west a distance of 60.08 feet, south 87 degrees 49 minutes 48 seconds west a distance of 86.23 feet, north 88 degrees 30 minutes 37 seconds west a distance of 78.38 feet to the POINT OF BEGINNING. Said tract contains 4.75 acres more or less.

Tract 2:

BEGINNING at the southwest intersection of Dawnville Road (100 foot right of way) and Pleasant Grove Drive NE; thence along the west right of way of said Pleasant Grove Drive NE the following courses: south 07 degrees 22 minutes 17 seconds east a distance of 49.59 feet, south 13 degrees 58 minutes 07 west a distance of 84.63 feet, south 06 degrees 14 minutes 39 seconds east a distance of 34.53 feet, north 83 degrees 55 minutes 23 seconds east a distance of 24.16 feet, south 02 degrees 51 minutes 19 seconds east a distance of 442.86 feet to the southeast corner of Land Lot 102; thence running along the south line of Land Lot 102 south 88 degrees 27 minutes 46 seconds west a distance of 280 feet more or less to the center line of a natural gas line easement; thence traveling in a northwesterly direction along the center line of said natural gas line easement 425 feet more or less to a point in the south right of way of Dawnville Road; thence running along the south right of way of Dawnville Road the following courses: north 57 degrees 27 minutes 36 seconds east a distance of 85 feet more or less to an iron pin, north 61 degrees 38 minutes 28 seconds east a distance of 51.14 feet, north 67 degrees 08 minutes 24 seconds east a distance of 99.93 feet, north 61 degrees 19 minutes 49 seconds east a distance of

99.59 feet, north 56 degrees 29 minutes 29 seconds east a distance of 50.24 feet, north 62 degrees 12 minutes 07 seconds east a distance of 150.04 feet, north 78 degrees 43 minutes 08 seconds east a distance of 89.98 feet to the POINT OF BEGINNING. Said tract contains 4.45 acres more or less.



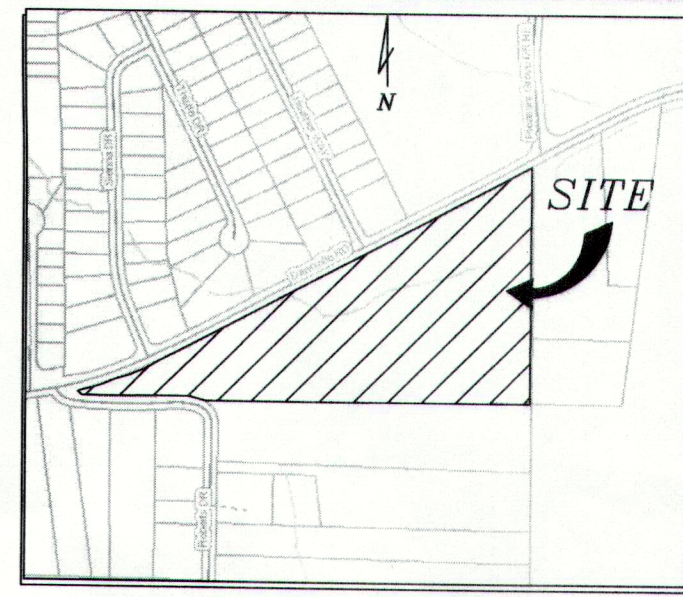
ABBREVIATIONS LEGEND:

- MFP - METAL FENCE POST
- FC - FENCE CORNER
- RB - REBAR
- CONC. - CONCRETE
- OTP - OPEN TOP PIPE
- IPF - IRON PIN FOUND
- P/L - PROPERTY LINE
- LLL - LAND LOT LINE
- IPS - IRON PIN SET
- BLDG. - BUILDING
- R/W - RIGHT-OF-WAY
- N/F - NOW OR FORMERLY

BUILDING SETBACK LINES
 FRONT = 25'
 SIDE = 10'
 REAR = 10'

NO NEW STREETS
 ZONED R-1

AS PER THE (F.I.R.M.) FLOOD
 INSURANCE RATE MAP COMMUNITY
 PANEL # 13033C0135D
 EFFECTIVE DATE 9.19.07
 THIS PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD
 HAZARD.



LOCATION SKETCH
 NOT TO SCALE

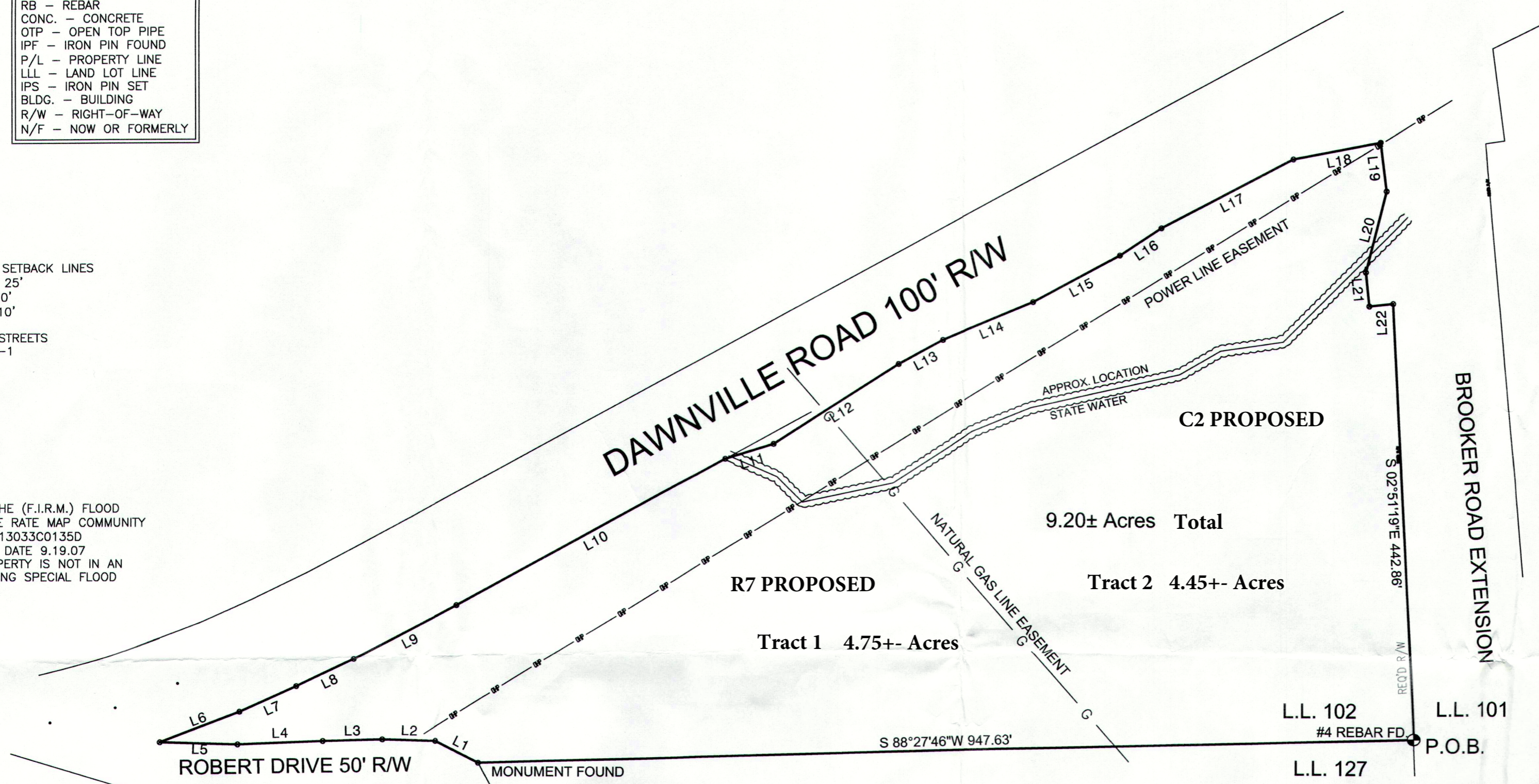
Notes:

A) This surveyor has made no investigation for easements, encumbrances, restrictions, ownership, or any other facts that an accurate and current title search may determine.

B) No certification is made as to the exactness of the location, arrangement, or existence of any underground utilities shown or not shown on this survey, contractors should verify all utility locations prior to digging.

C) Best mgt. practices (BMP'S) O.C.G.A. 12-7-6 subsection (B) Section IV-MIN. Requirements for erosion & sediment control shall be followed prior to and during construction
 ("CALL BEFORE YOU DIG")
 1.811 TOLL FREE CALL

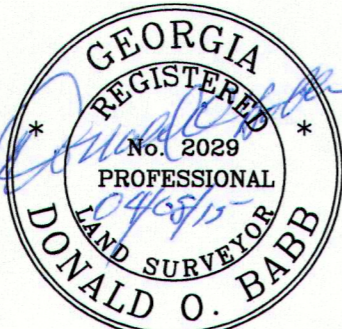
THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15000 FEET AND AN ANGULAR ERROR OF 00 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE NA METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15000+ FEET. THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, AND IS SUITABLE FOR RECORDING EQUIPMENT USED: TOTAL STATION E.D.M. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND R/Ws.



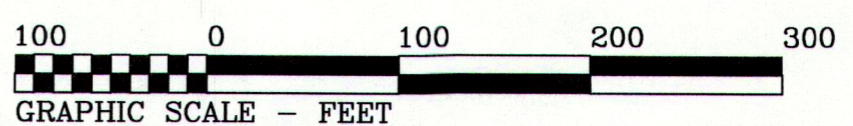
N/F
 JAMES A & LOIS ELAINE LOWREY
 12-127-04-016
 DB 1030, pg 106

Course	Bearing	Distance
L1	N 63°08'30" W	48.79'
L2	N 88°09'59" W	54.14'
L3	S 88°25'14" W	60.08'
L4	S 87°49'48" W	86.23'
L5	N 88°30'37" W	78.38'
L6	N 68°50'32" E	85.87'
L7	N 65°35'29" E	63.09'
L8	N 64°04'18" E	64.29'
L9	N 62°10'40" E	118.25'
L10	N 61°26'06" E	309.06'
L11	N 72°51'50" E	51.16'
L12	N 57°27'36" E	149.65'
L13	N 61°38'28" E	51.14'
L14	N 67°08'24" E	99.93'
L15	N 61°19'49" E	99.59'
L16	N 56°29'29" E	50.24'
L17	N 62°12'07" E	150.04'
L18	N 78°43'08" E	89.98'
L19	S 07°22'17" E	49.59'
L20	S 13°58'07" W	84.63'
L21	S 06°14'39" E	34.53'
L22	N 83°55'23" E	24.16'

FINAL ACCURACY AND DESIGN CERTIFICATE:
 It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist and location, size, type, and material are correctly shown; and that all requirements of the Whitfield County Subdivision Regulations have been fully complied with, and approval hereof does not relieve me of any liability associated with inaccuracies or improper design. By



Donald O. Babb
 Registered Georgia Land Surveyor No.2029 and seal
 Date *04/08/15*



SURVEY FOR:
JOSE GONZALES

SCALE: 1" = 100'	JOB# 150460JS	DRAWN BY: RLP
DATE: 04/08/15	SCREEN FILE: 150460JS.DWG	FIELD DATA: GTS-240N
LAST REVISED: N/A	RECORD#: 10634	CHECKED BY: DOB

LOCATED IN LAND LOT(S) 102
 12TH DISTRICT, 3RD SECTION
 WHITFIELD COUNTY, GEORGIA

ALLIED SURVEYING INC.
 PROFESSIONAL LAND SURVEYING
 1102 OLYMPIC AVENUE (706)259-8554
 DALTON, GEORGIA 30720 (706)259-6645

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: April 16, 2020

SUBJECT: The request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to General Commercial (C-2) and High Density Residential (R-7) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 13, 2020 at 6:00 p.m. via video/telephone conference as posted to the Whitfield County website. 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 Jose Gonzalez.

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-7 rezoning, but Mr. Calhoun noted that the staff analysis recommended a C-1 rezoning rather than C-2. Mr. Calhoun cited the conditions regarding street access limitations in the staff analysis. There were no further questions for Mr. Calhoun

Jose Gonzalez, interpreted by his daughter, stated that he had no additions to the staff analysis and that he had no issue with the C-1 rezoning with the understanding that it would permit his desired use for the property.

Lamar Jordan, neighbor across Pleasant Grove Rd, opposed the requested rezoning based on his fear that an adjacent commercial property would have a negative impact on his quality of life as a long-term citizen of this area. He went on to state that he felt as though there would be potential for a liquor store on the commercial property that would be controversial to the church across Dawnville Rd/.

With no other comments heard for or against this hearing closed at 7:27

Recommendation:

Chairman Lidderdale sought a motion on the requested R-7 and C-2 rezoning. **Mr. Sanford then made a motion to recommend the R-7 rezoning and a C-1 rezoning based on his agreement with the staff analysis. Mr. Pennington seconded the motion and a unanimous recommendation to approve an R-7 and C-1 rezoning followed, 4-0.**

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

ZONING CASE: Jose Gonzalez is seeking to rezone from Medium-Density Single-Family Residential (R-3) to General Commercial (C-2) High Density Residential (R-7) a tract of land (parcel 12-102-05-000) containing a total of 9.2-acres located at the intersection of Dawnville Road and Pleasant Grove Road. The tract is currently undeveloped. The rezoning request is sought to serve a dual purpose of creating an event center on the proposed C-2 tract as well as 20 apartment units on the proposed R-7 tract:

The surrounding uses and zoning are as follows: 1) to the north across Dawnville Road, are a total of 8 adjacent tracts. One of these tracts is within the Zero Lot line Residential R-4 zone district and contains a single-family detached dwelling. There are 6 adjacent tracts zoned R-3 that each contain a single-family detached dwelling and are part of the Amberfield subdivision. The other northern adjacent tract is also zoned R-3 and is currently undeveloped; 2) to the east, across Pleasant Grove Rd., are two adjacent tracts zoned Low-Density Single-Family Residential R-2 that each contain single-family detached dwellings; 3) to the south, are four adjacent properties zoned R-2. The largest of the southern adjacent tracts contains a non-conforming commercial/manufacturing structure, and the remaining three tracts contain single-family detached dwellings; 4) To the west across Roberts Drive, is a single tract zoned R-2 that contains a single-family detached dwelling. A review of the zoning map and land use indicates that this area is a convergence of various residential land use with islands of commercial/manufacturing development.

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

<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 a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad March 6, 2020 (38 days notice)			
	2. Property posted March 6, 2020, reposted on March 18, 2020 (Yes -- one sign on the lot frontage; 38 total days notice.)			
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 (land is filled to the 100-year flood level)	—	<u>X</u>	—
	Site Plan (none required)	—	<u>X</u>	—
	Buffer Zones (none required)	<u>X</u>	—	—
	Soil Erosion/Sedimentation Plan	<u>X</u>	—	—
	Storm Water Requirements	<u>X</u>	—	—

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(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.

This area of the City of Dalton is host to a number of various zone districts and land uses. The City’s corporate boundary is inconsistent in this area of Whitfield County. Development patterns tend to be more diverse near highways and intersections, and the area surrounding the subject property is no exception to this development pattern. The nearby intersection of Cleveland Highway and Dawnville Road, to the west, carries a significant amount of daily commuter traffic. The other factor that created opportunity for diverse development would be the availability of both public water and sewer in this area. When one observes the areas to the north and to the west of the subject property, it becomes obvious that the existing density would not be possible without sewer service. Many of the residential tracts within the adjacent Amberfield subdivision average 0.3-acres in size. Also, less than 200-yards west of the subject property lies a well-established and conforming apartment complex as well as a Zero Lot Line subdivision. While the subject property is not adjacent to any property zoned commercially, there is an adjacent commercial/light manufacturing property on the southern boundary of the subject property. There are, however, several conforming islands of commercial and manufacturing properties in the immediate vicinity of the subject property. Most commercial and manufacturing uses in this area tend to be located along or nearby Cleveland Highway.

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

As previously stated, the area surrounding the subject property is host to both commercial and high-density residential developments. The overall footprint of the proposed R-7 portion of the subject property would be less than that of the nearby existing apartment complex. The impact of a General Commercial rezoning on the remaining portion of the subject property, however, does create reason for concern regarding several adjacent residential properties. The consideration of a lesser intensive zone district that would permit the desired development of an event center would be less impactful to the surrounding area while satisfying the needs of the petitioner. Since the majority of the

subject property is flanked by public roads, the majority of the subject property will not be required to create any type of visual buffer. The only portion of the subject property required to create a buffer would be along the southern boundary, which is adjacent to the non-conforming commercial property.

(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.

The subject property, in this case, could certainly be developed as a conforming R-3 community based on the size, shape, and topography of the property. It is worth stating, however, that the amount of potential residential lot density (approximately 35-40) on the subject property within the R-3 zone district would create many of the same issues in regard to trip generation and traffic safety concerns regarding Dawnville Road access.

(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. The subject property could be developed as currently zoned, but many of the same issues related to density, safe vehicular access, and lack of pedestrian infrastructure connectivity remain.

(E) Whether the proposed (R-7 and C-2) 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.

The subject property has access to three County-maintained Roads, Dawnville Road, Roberts Drive, and Pleasant Grove Road. The primary concern with the requested rezoning is related to access to Dawnville Road from the subject property. There is a bend in Dawnville Road along the subject property as well as a number of unsignalized street access from the adjacent and nearby developments such as Amberfield. Traffic congestion along this portion of Dawnville Road during peak hours is significant and more development in this area means more congestion. Based on the subject property's size and amount of street access, however, it is fair to say that the issue of exacerbated traffic congestion would exist to the same degree if the property were developed as it is currently zoned R-3. The commercial portion of the subject property already has an impromptu access to Pleasant Grove Road. Pleasant Grove Road would be a much safer access point for the commercial portion of the subject property than direct access to Dawnville Road. Due to the dissection of the subject property by the natural gas line easement, it is difficult to say if the petitioner would be able to obtain permission to construct an access road to connect the residential portion of the subject property to Pleasant Grove Road, and therefore, staff is reluctant to recommend this as it may be unachievable. The subject property also has been officially notified, by Dalton Utilities, that sewer access to the subject property can be made available for the proposed development. It is noted in the attached letter that the subject property may need a pump due to the elevation of the subject property in relation to the gravity sewer line. Due to the limited portion of the subject property planned for residential development, along with the proposed 20 units, staff do not anticipate this density to create a burden for schools or public safety.

(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's Future Development Map indicates that the subject property is within the Suburban Neighborhood character area. This character area was created to show areas in Dalton and Whitfield that have, for the most part, already been developed in a post WWII style cul-de-sac character. The subject property likely fell within this character area due to the amount of this type of residential development in the immediate vicinity. One will also note that the adjacent and nearby commercial and manufacturing tracts are also planned to be redeveloped for residential use in the future. The Suburban character area recommends single-family detached residential as the primary land use, but the plan does note that some multi-family use may exist in this character area. For commercial use in the Suburban character area, it is noted that small-scale commercial centers may also be permitted.

(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 the subject property may not be adjacent to an existing R-7 zone district, it is adjacent to the R-4 zone district and rather near an existing R-7 zone district as well. When considering the amount of residential density that already exists in this area, this planner believes that the R-7 rezoning is not out of place with the current land use and zoning in the area. In regard to the portion of the subject property requesting a C-2 rezoning, however, there is no similarity to existing zoning adjacent to the subject property. While there is an adjacent commercial/manufacturing property, that property is non-conforming and unlike the majority of properties in the immediate vicinity. The potential permitted uses within the C-2 zone district are significant when coupled with the subject properties access to public sewer and its overall size. It is this planner's opinion that the C-2 zone district would be considered a spot zone with the potential to negatively impact the existing housing stock. It is also, however, the opinion of this planner to suggest the consideration of a less-intensive commercial zone district such as C-1 may be more appropriate for the area and still allow the petitioner's desired use of the subject property.

(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.

While the subject property has been undeveloped for quite some time, reasons for the property's lack of development do not seem to be related to environmental or historical

concerns. One will note a small stream on the subject property as well as a natural gas easement dissecting the subject property, but these factors are certainly not significant impediments for the proposed development.

CONCLUSION:

The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

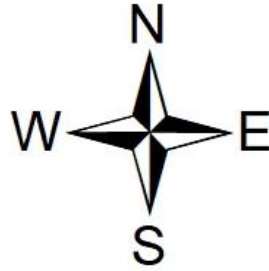
1. No adverse impact to existing adjacent or nearby property values is expected.
2. No issues with the intent of the Comprehensive Plan or character area were noted.
3. Concerns with traffic safety and trip generation may be mitigated by restricting street access to a particular area along Dawnville Road or Roberts Drive.

The Staff cannot provide a recommendation to approve the requested C-2 rezoning of the subject property, but can recommend consideration of a C-1 Neighborhood Commercial rezoning of the subject property based on the following factors:

1. While the C-2 zone district may permit uses that could create a visual and audible impact on the surrounding residential properties, the C-1 zone district permits a number of commercial uses while not permitting the more intensive uses.
2. The C-2 zone district would be in conflict with the character area within the Comprehensive Plan, but a C-1 rezoning would be able to achieve the needs of the petitioner as well as the intent of the Comprehensive Plan's Suburban character area.
3. Staff recommend that the only access to the commercial portion of the subject property be limited to Pleasant Grove Road. This will allow travelers to be routed through the signalized intersection of Pleasant Grove and Dawnville Roads rather than direct access to Dawnville Road where traffic speeds may be much higher and visibility more limited.

Gonzalez Rezoning Request

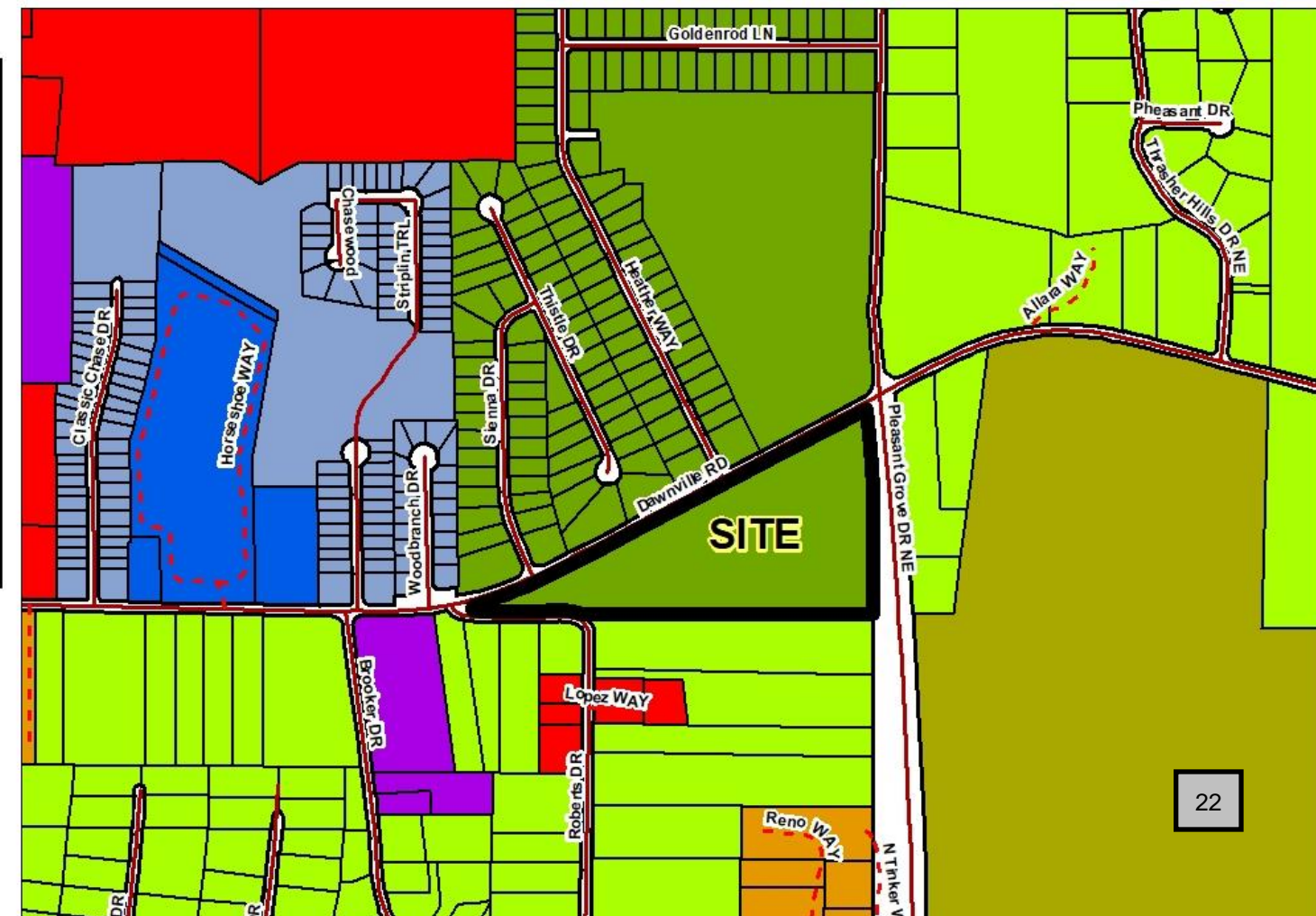
R-3, Medium Density Single Family Residential to R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



ZONING

- General Agriculture (GA)
- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Zero Lot Line Residential (R-4)
- Rural Residential (R-5)
- High Density Residential (R-7)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
500




Gonzalez Rezoning Request R-3, Medium Density Single Family Residential

to

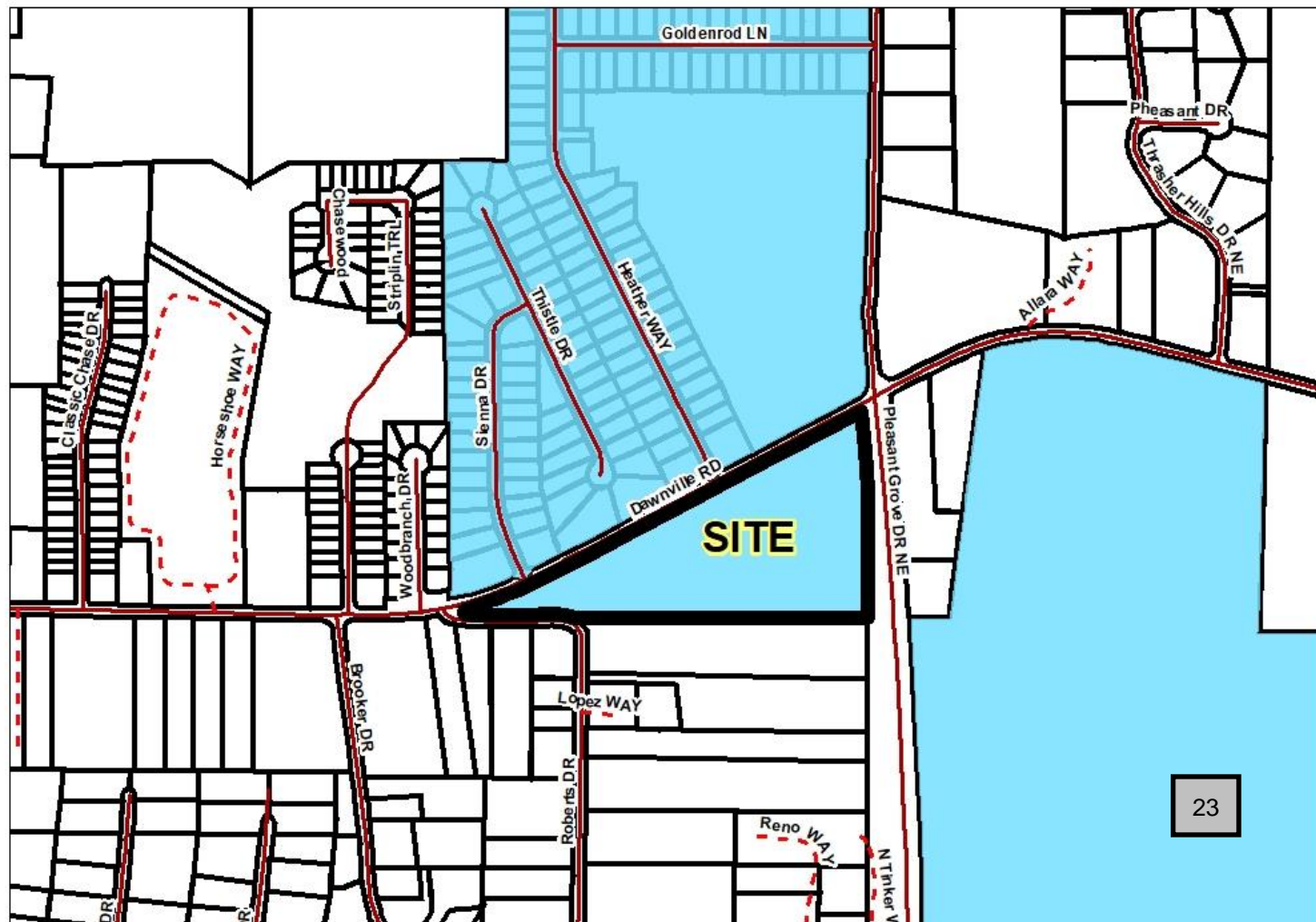
R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



DALTON CITY LIMITS

 Town_Boundaries

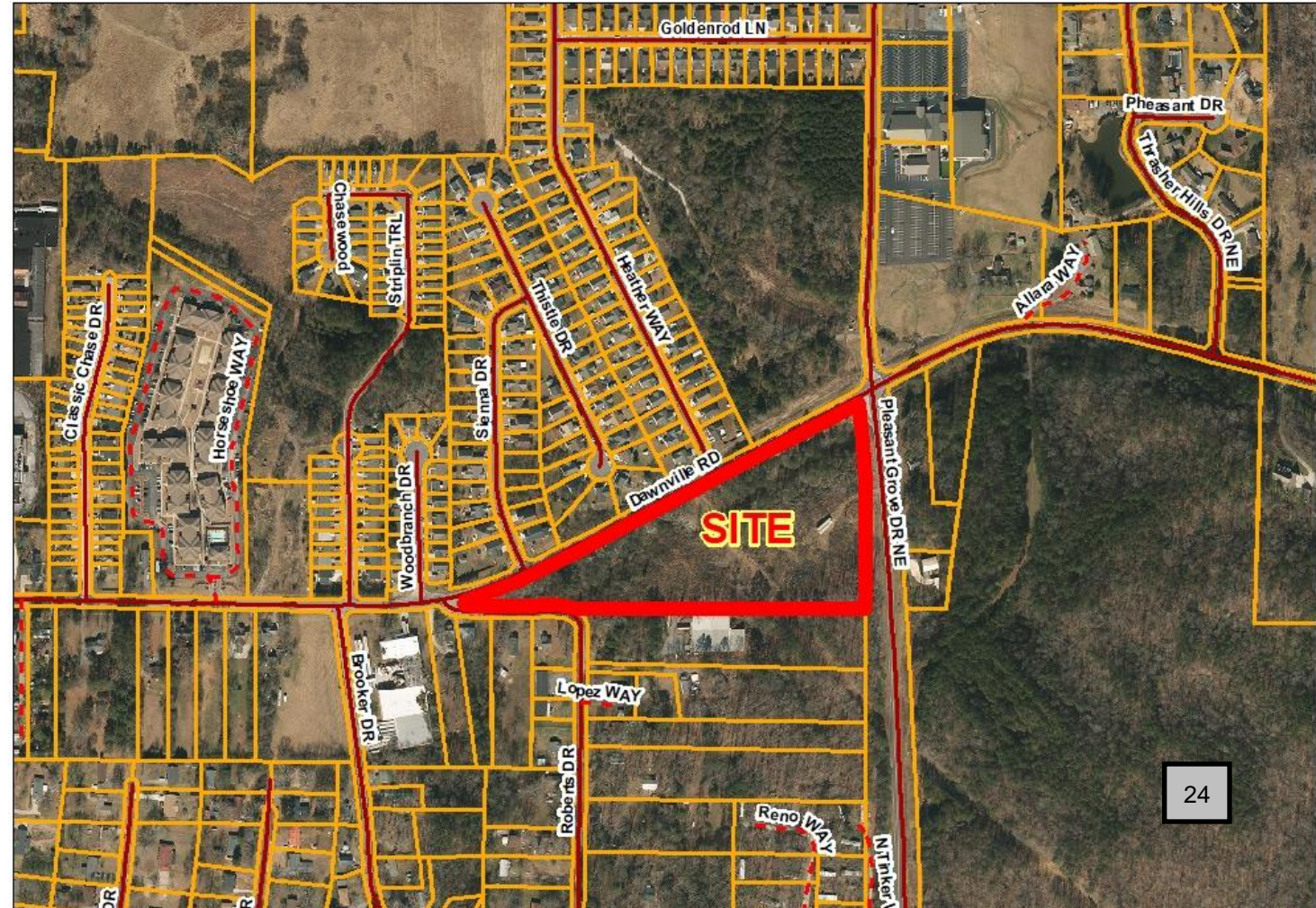
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Gonzalez Rezoning Request R-3, Medium Density Single Family Residential to R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



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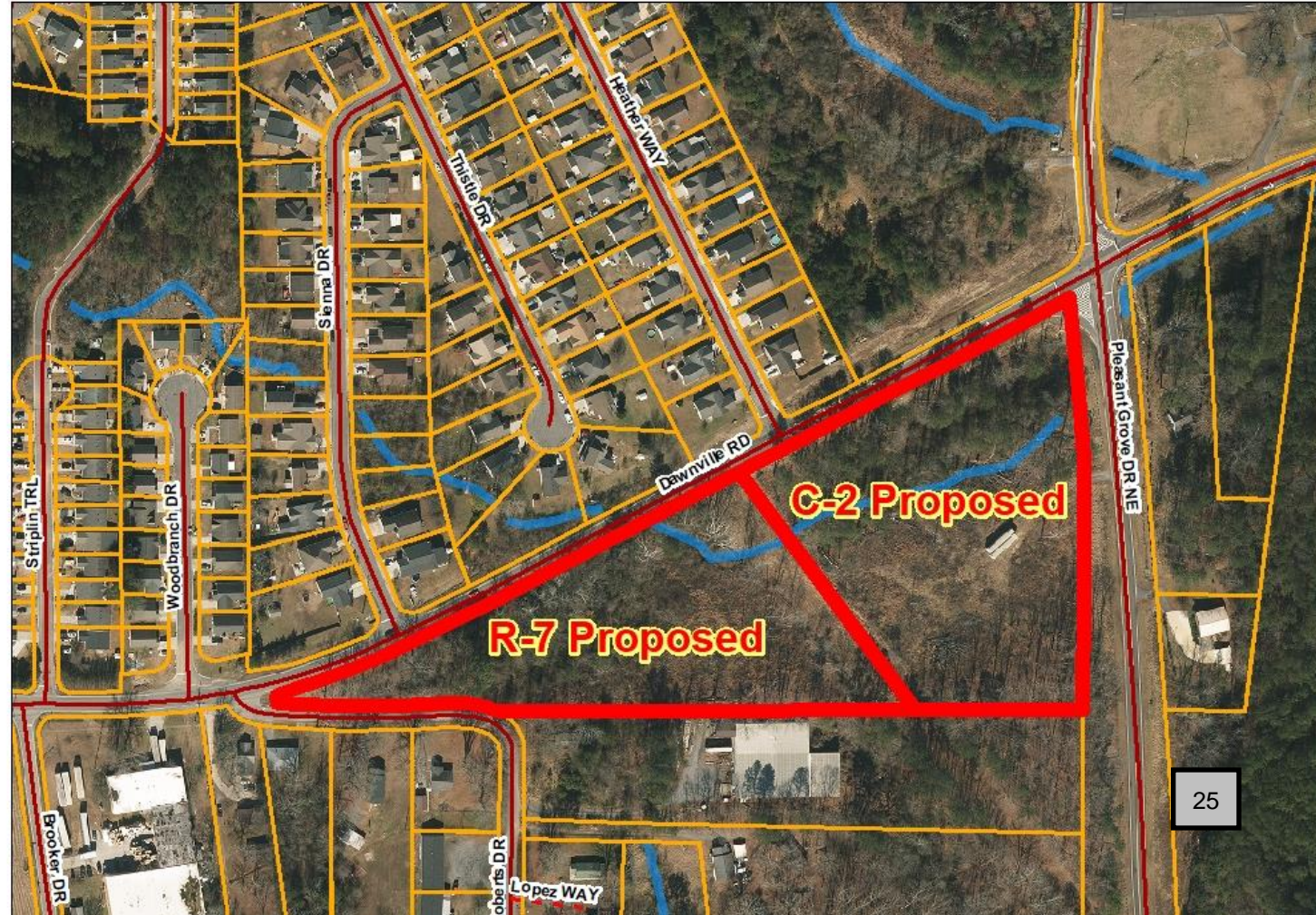
Gonzalez Rezoning Request

R-3, Medium Density Single Family Residential

to

R-7, High Density Residential & C-2, General Commercial

City of Dalton Jurisdiction



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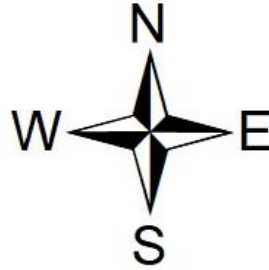
Gonzalez Rezoning Request

R-3, Medium Density Single Family Residential

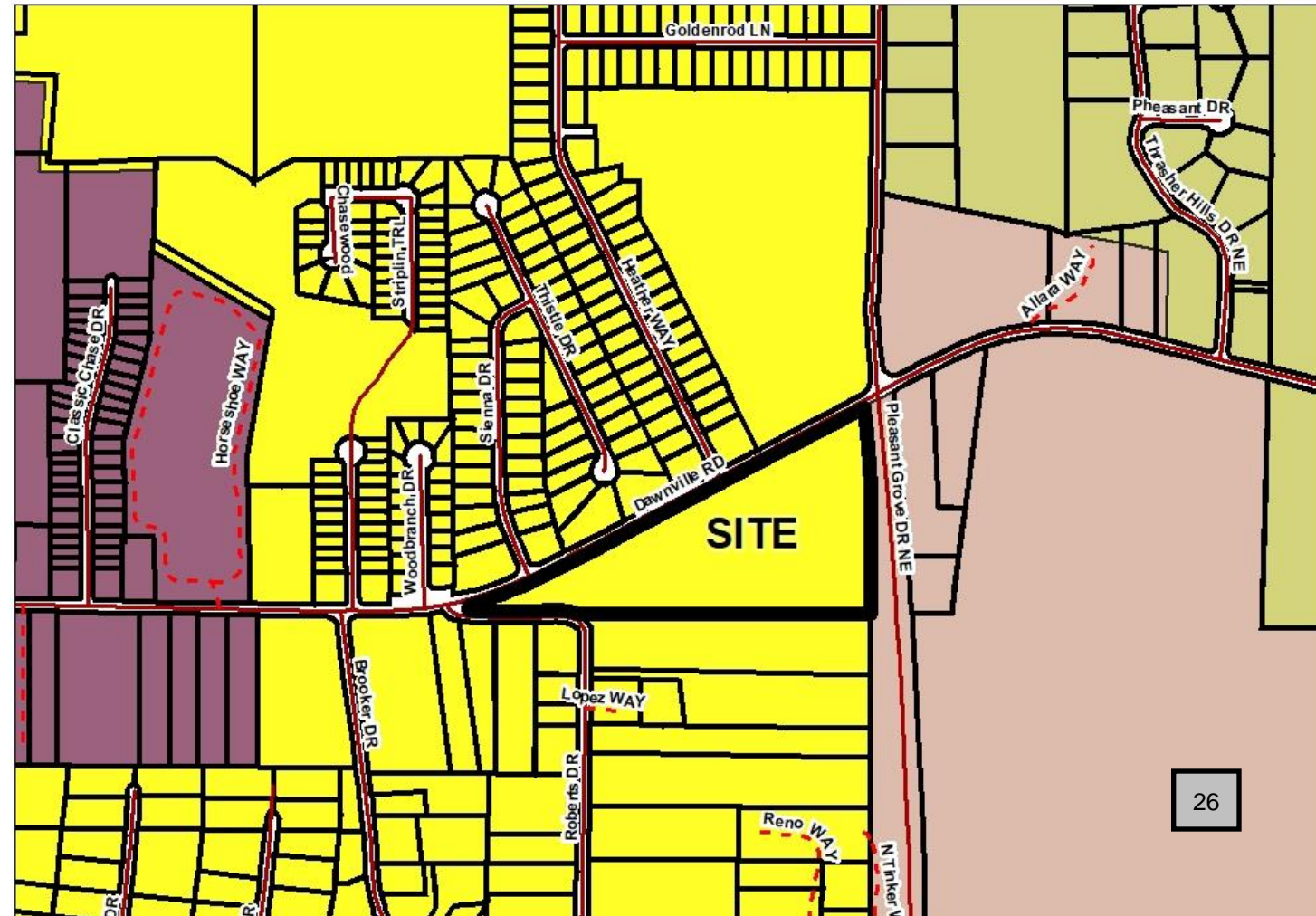
to

R-7, High Density Residential & C-2, General Commercial

City of Dalton Jurisdiction



FEET
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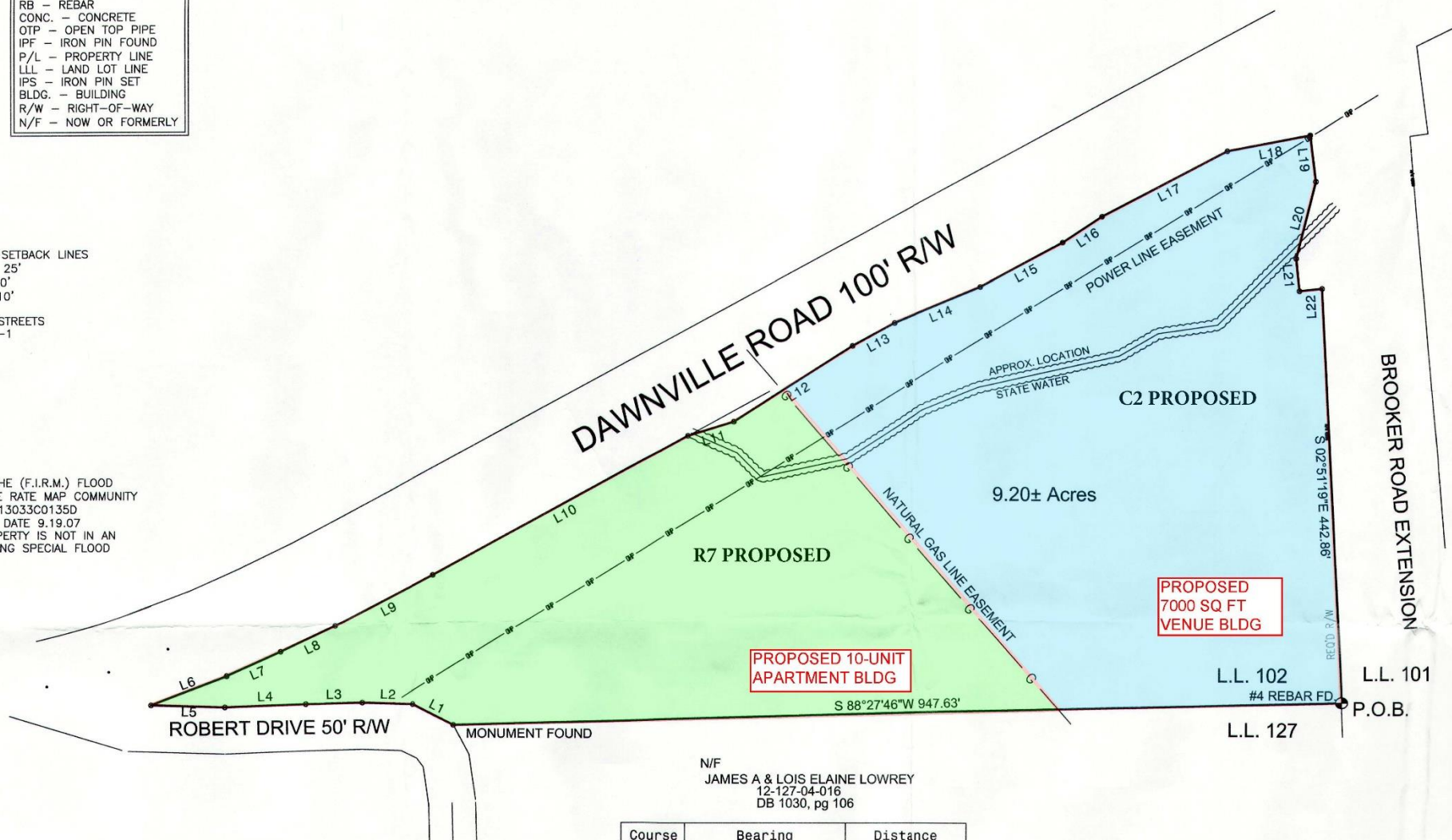


ABBREVIATIONS LEGEND:
 MFP - METAL FENCE POST
 FC - FENCE CORNER
 RB - REBAR
 CONC. - CONCRETE
 OTP - OPEN TOP PIPE
 IPF - IRON PIN FOUND
 P/L - PROPERTY LINE
 LLL - LAND LOT LINE
 IPS - IRON PIN SET
 BLDG. - BUILDING
 R/W - RIGHT-OF-WAY
 N/F - NOW OR FORMERLY

BUILDING SETBACK LINES
 FRONT = 25'
 SIDE = 10'
 REAR = 10'

NO NEW STREETS
 ZONED R-1

AS PER THE (F.I.R.M.) FLOOD
 INSURANCE RATE MAP COMMUNITY
 PANEL # 13033C0135D
 EFFECTIVE DATE 9.19.07
 THIS PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD
 HAZARD.



LOCATION SKETCH
 NOT TO SCALE

Notes:
 A) This surveyor has made no investigation for easements, encumbrances, restrictions, owners, or other facts that an accurate and current title may determine.
 B) No certification is made as to the exact location, arrangement, or existence of any utilities shown or not shown on this survey, and the user should verify all utility locations prior to digging.
 C) Best mgmt. practices (BMP'S) O.C.G.A. 12-7-70 subsection (B) Section IV-MIN. Requirements for erosion & sediment control shall be followed prior to construction.
 ("CALL BEFORE YOU DIG")
 1.811 TOLL FREE CALL

THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15000. AN ANGULAR ERROR OF 00 SECONDS PER ANGLE WAS ADJUSTED USING THE NA METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15000± FEET. THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF LAW, AND IS SUITABLE FOR RECORDING. RECORDING EQUIPMENT USED: TOTAL STATION. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND

N/F
 JAMES A & LOIS ELAINE LOWREY
 12-127-04-016
 DB 1030, pg 106

Course	Bearing	Distance
L1	N 63°08'30" W	48.79'
L2	N 88°09'59" W	54.14'
L3	S 88°25'14" W	60.08'
L4	S 87°49'48" W	86.23'
L5	N 88°30'37" W	78.38'
L6	N 68°50'32" E	85.87'
L7	N 65°35'29" E	63.09'
L8	N 64°04'18" E	64.29'
L9	N 62°10'40" E	118.25'
Course	Bearing	Distance
L10	N 61°26'06" E	309.06'



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 05/18/2020
Agenda Item: De-annexation Request – Mr. Dong Lee
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
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:

De-annexation request from Mr. Dong Lee for property on 1525 Cleveland Hwy (Parcel: 142-12-01-003)



TO: Mayor and Council of Dalton
FROM: Jason Parker
DATE: May 18, 2020
SUBJECT: Request for Deannexation of Property at 1525 Cleveland Highway

Please accept this memorandum as a recommendation to deny the request for deannexation of Mr. Dong Lee, representing GA-UNIT GROUP, LLC for the property located at 1525 Cleveland Highway, dated February 11, 2020 (parcel 142-12-01-003). Analysis of the request indicates the deannexation would create several issues of concern for the City of Dalton.

This parcel was originally annexed into the City of Dalton in July, 1997, by a previous owner, for the purpose of receiving city utilities and services to the commercial location. The deannexation of property is governed by O.C.G.A. §36-36-22, and it provides Mayor and Council with the complete discretion when considering such requests. At the time the applicant purchased the property, it should have been fully aware of both jurisdiction and zoning. The applicant takes the position that allowing deannexation would correct what it sees as a disparity in zoning. This is not the case since the zoning would remain the same if the parcel is deannexed.

If deannexation is allowed, the City would still be required to provide fire services pursuant to the Intergovernmental Agreement covering Fire Mutual Aid. In short, the property would continue to receive many utilities and services but the City would not receive the tax revenues and fees it uses to cover these costs.

It is my recommendation that the City should be, *in general*, opposed to deannexation as any future changes in millage rate, or other circumstances, could inspire more such requests.


Jason Parker
Dalton City Administrator



#21 APPLICATION

DE-ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON TO DE-ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME: DOUG LEE

APPLICANT ADDRESS: 6225 GARDEN RD SPRINGFIELD VA 22152

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: 571 499 2987

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED: 1525 CLEVELAND HWY

(2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED: A.C. AIRWAY

(3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED: LOT 142 12TH DIST 31st SECTION

(4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED: C-2 COMMERCIAL UNIT

- PRESENT ZONING CLASSIFICATION COMMERCIAL
- PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED 0.82 ACRES
- TAX MAP NUMBER/PARCEL NUMBER 142-12-01-003
- HOUSING UNITS NONE

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. CAUCASIAN LATINO
 AFRICAN AMERICAN OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

SIGNATURE OF APPLICANT Doug Lee

DATE 2/11/2020

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

*Describe parcel or parcels and nature of interest
and percentage of interest*

0.82 acre C-2 COMMERCIAL / MEMBER OF GA UNIT GROUP LLC / 100% INTEREST

I hereby appoint MR. CHARLIE WHITE
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

DON S LEE 
(Owner's Name)

Sworn to and subscribed
Before me, this 13th day
of February, 2020

Monica Matilda Feury
Notary Public



(Seal)

After Recording Return to:
Gregory H. Kinnamon
Gregory H. Kinnamon, P.C.
P.O. Box 6178
Dalton, GA 30722-6178

[Space above this line for recording data.]

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 12th day of July, 2005, between **J. Kristopher Kinnamon and Belinda L. Kinnamon, Grantor, and GA-Unit Group, LLC, a Georgia limited liability company, Grantee.**

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property:

All that tract or parcel of land lying and being in Land Lot 142 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 7, 8, 9, 50, 51 and 52 of the A. C. Airway Subdivision, and being more particularly described according to a plat of survey prepared for George Copeland by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated June 6, 1996, and being more particularly described according to said survey as follows:

BEGINNING at the intersection of the east right of way line of Waring Road and the southeast right of way line of Pritchard Drive (a/k/a Old Dalton and Cleveland Road); thence running north 40 degrees 26 minutes east, along the southeast right of way line of Pritchard Drive, a distance of 122.50 feet to an iron pin; thence running south 52 degrees 15 minutes east a distance of 222.00 feet to a right of way monument on the westerly right of way line Georgia State Route 71; thence running south 35 degrees 45 minutes west,

along the northwesterly right of way line of Georgia State Route 71 (a/k/a Dalton-Cleveland Highway), a distance of 85.00 feet; thence running south 32 degrees 58 minutes west, along the northwest right of way line of Georgia State Route 71, a distance of 65.00 feet to an iron pin; thence running north 56 degrees 19 minutes 06 seconds west a distance of 215.00 feet to an iron pin located in the easterly right of way line of Waring Road; thence running north 10 degrees 48 minutes 01 second east, along the easterly right of way line of Waring Road, a distance of 47.80 feet to an iron pin and the point of beginning.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in Fee Simple. The said GRANTOR will warrant and forever defend the right and title to the above-described property unto the said GRANTEE against the lawful claims of all persons.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

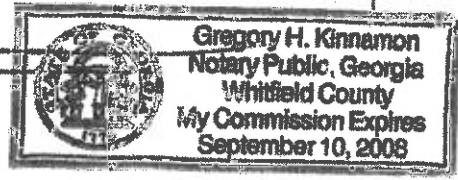
Signed, Sealed and delivered
in the presence of:

Mardie K. Gat
Unofficial Witness

J. Kristopher Kinnamon (Seal)
J. Kristopher Kinnamon

Belinda L. Kinnamon (Seal)
Belinda L. Kinnamon

Gregory H. Kinnamon
Notary Public





Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.georgia.gov/corporations

Articles of Organization

Article One

The name of the limited liability company is:

GA -UNIT GROUP LLC

Article Two

(Check, and if applicable complete, one of the following)

- [X] The articles of organization shall be effective upon filing with the Secretary of State.
[] The articles of organization shall be effective on: 12/21/2004 at 12 AM

[Note: The delayed effective date may not be later than 90 days after the filing date.]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on

12/15/2004

(Date)

Signature

DONG S LEE

Print Name*

- Capacity (choose one option only):
[] Organizer
[X] Member
[] Manager
[] Attorney-in-fact

* Enter individual's legal name, i.e. first and last name without use of initials or nicknames. Middle names or initials may be included.



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	GA-UNIT GROUP LLC	Control Number:	0474027
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	6225 Garden rd, Springfield, VA, 22152, USA	Date of Formation / Registration Date:	12/21/2004
State of Formation:	Georgia	Last Annual Registration Year:	2020

REGISTERED AGENT INFORMATION

Registered Agent Name: **YONG S. LEE**
Physical Address: **4132 STEVE REYNOLDS BLVD., N.W, Norcross, GA, 30093, USA**
County: **Cobb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

SOLE MEMBER OPERATING AGREEMENT OF

GA - UNIT GROUP, LLC

A Georgia Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of december 21, 2002, by and among GA UNIT GROUP, LLC a Virginia Limited Liability Company (the "Company") and _____, executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Organization.

1. Formation of LLC.

The Member has formed a Virginia Limited Liability Company named GA- UNIT GROUP, LLC by filing the Articles of Organization with the office in the State **Georgia** on DECEMBER 21, 2004. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Virginia relating to the formation, operation and taxation of a LLC, specifically the provisions under Title 10A, Chapter 5A which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

2. Purposes and Powers.

a) The purposes of the Company shall be:

(i) INVESTMENT; and

(ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b) The Company shall have all powers necessary and convenient to effect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated

Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

9. Rights, Powers and Obligations of Member.

- a. Authority. **DONG S LEE**, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.
- d. The Company is organized as a "member-managed" limited liability company.
- e. The Member is designated as the initial managing member.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

g. Other Activities.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

a) Limitation of Liability and Indemnification of Member.

- i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor,

in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. U.S. Federal Georgia State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal

assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

- ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).
- iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.
- iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or

equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

- v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

11. Death, Disability, Dissolution.

- a. Death of Member. Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.
- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:
 - i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.
 - ii. The determination by the Member that the Company shall be dissolved.

12. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

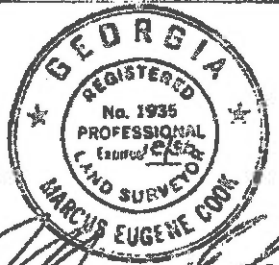
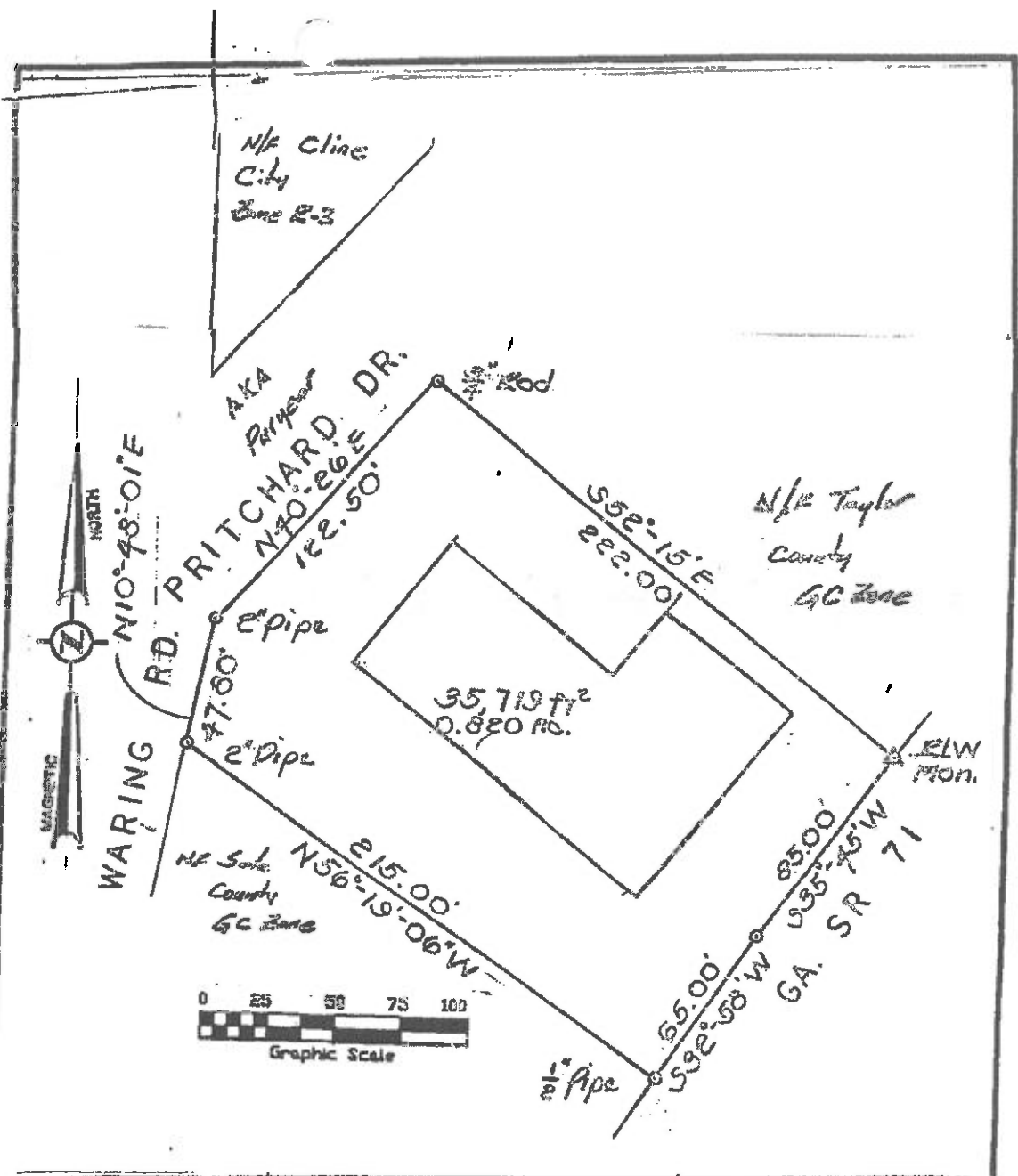
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.
- f. Governing Law. This Agreement is being executed and delivered in the State of Virginia and shall be governed by, construed and enforced in accordance with the laws of the State of Virginia.

IN WITNESS WHEREOF, the Member has hereunto set such Member's hand as of the day and year first above written.

GA - UNIT GROUP _____, LLC

Managing Member's Signature: _____ 

Print Name: DONG S LEE _____



SURVEY FOR

Jack Chancellor

GEORGIA REGISTERED LAND SURVEYOR NO. 1935

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 1179 FEET AND AN ANGULAR ERROR OF 1/16" PER ANGLE POINT, AND WAS ADJUSTED USING THE NIP RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 120,000 FEET, FIELD WORK DONE WITH 6.8-3.6 Top Con

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE PROPERTY IS NOT LOCATED IN A FLOOD ZONE AS SHOWN BY MAPS PREPARED BY THE UNITED STATES CORPS OF ENGINEERS FOR USE IN THE ADMINISTRATION OF THE H.U.D. FLOOD INSURANCE PROGRAM.

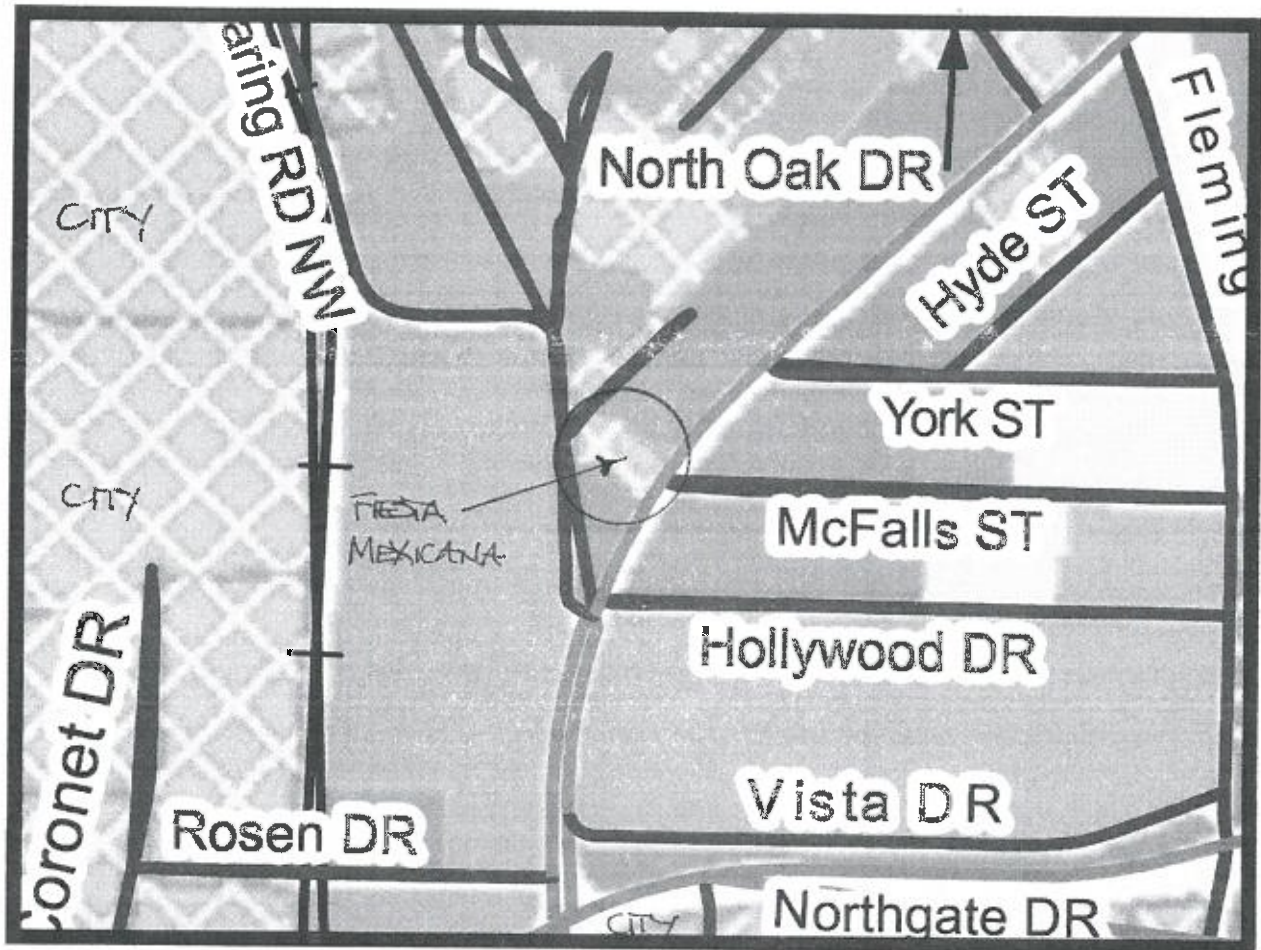
LOCATED IN LAND LOT 742
12th DISTRICT 3rd SECTION
 WHITFIELD COUNTY GEORGIA

WHITFIELD ENGINEERING COMPANY
 Dalton, Georgia Phone 404-278-7518
 Rossville, Georgia Phone 404-866-5936
 DATE October 1996 SCALE 1"=50'
 REVISED _____ Drawn by _____ Chk by _____

LEGAL DESCRIPTION

A tract containing 0.82 acres of land in land lot 142, 12th District, 3rd Section of Whitfield County Georgia. More particularly described as follows:

Beginning at the S. E. intersection of Waring Road R/W and Pritchard Drive (aka Puryear Drive) R/W. Thence N 40° 26' E along the S. E. R/W of Pritchard Drive a distance of 122.50 feet; Thence S 52° 15' a distance of 222.0 to a point on the West R/W of GA Hwy 71; Thence along said R/W the following calls and distances S 35° 45' W, 85.00 feet; S 32° 58' W, 65.00 feet; Thence leaving the R/W line N 56° 19' .06" a distance of 21500 feet to the East R/W of Waring Road; Thence N 10° 48' 01" E along the East R/W of Waring Road a distance of 47.80 feet to the point of beginning.



NOTE: @ 1525 CLEVELAND HWY PROPERTY

- ① ALL THE SURROUNDING COMMERCIAL UNITS ARE ZONED WITH WHITE RICE COUNTY
- ② NEEDED UNIFORMITY IN ZONING.

#1 = RESOLUTION
BOARD OR COMM.**RE: de annexation of 1525 Cleveland Hwy****Robert Smalley <rsmalley@mccamylaw.com>**

Tue 2/11/2020 4:46 PM

To: Dong Lee <burkecty@hotmail.com>

Mr. Lee: You will need to contact the City of Dalton to request deannexation at this point. The County Board of Commissioners took action saying that if the City of Dalton approved the deannexation, then the property could go back to the unincorporated county. Thanks, Robert Smalley

Robert H. Smalley, III

McCamy, Phillips, Tuggle & Fordham, LLP

P.O. Box 1105

Dalton, GA 30722-1105

(706) 278-4499

Fax: (706) 278-5002

rsmalley@mccamylaw.comwww.mccamylaw.com

NOTICE: This message and any attachments are CONFIDENTIAL. The contents are protected by various legal privileges which include the attorney client privilege and work product privilege. Other privileges may also apply. The contents of this message and any attachments are intended SOLELY for the designated recipients as identified by name. If you have received this in error please DELETE/DESTROY the message and attachments IMMEDIATELY. Your receipt was the product of an inadvertent disclosure or an unintentional violation of the confidentiality and privileges which apply. DO NOT disclose the contents of this message or any attachments to anyone. NOTIFY the sender immediately of your receipt. All rights of the sender for violations of the confidentiality of this message and any attachments are expressly reserved. Sender has not waived and did not intend, directly or indirectly, to waive any privilege, in whole or in part.

From: Dong Lee [mailto:burkecty@hotmail.com]**Sent:** Tuesday, February 11, 2020 11:47 AM**To:** Robert Smalley**Subject:** de annexation of 1525 Cleveland Hwy

Hello

Appreciation for your work!!

Now that the resolution has been passes for the county to take back the property.

1. Can you ask the city attorney what are my chances that city council will allow the de annexation.
2. Whom should I get the legal opinion.

Regards

dong lee 571 499 2987

De annexation of 1525 Cleveland Hwy

Dong Lee <burkecty@hotmail.com>

Thu 2/13/2020 9:26 AM

To: Dong Lee <burkecty@hotmail.com>

Here are the reasons for de annexation

Reason:

1. Previous owner did (Initiated) the annexation to the city.
2. According to the map, **all my neighbor are in the county registration. Even the property located south of my unit (Waffle House). Therefore I am surrounded by the Whitefield Zoning.**
3. The **Whitfield county passed the resolution** to accept the my unit if the city allows the de annexation.
4. **Lower the tax amount and give the saving to the tenants** so that they will stay in my location longer.
5. **Same utility services can be done through the county with lower rate,**
6. As a new owner, I am **singled out in the zoning process with respect to the my surrounding commercial units.**
7. **Uniformity is needed in the zoning area.**

Respectable submitted,

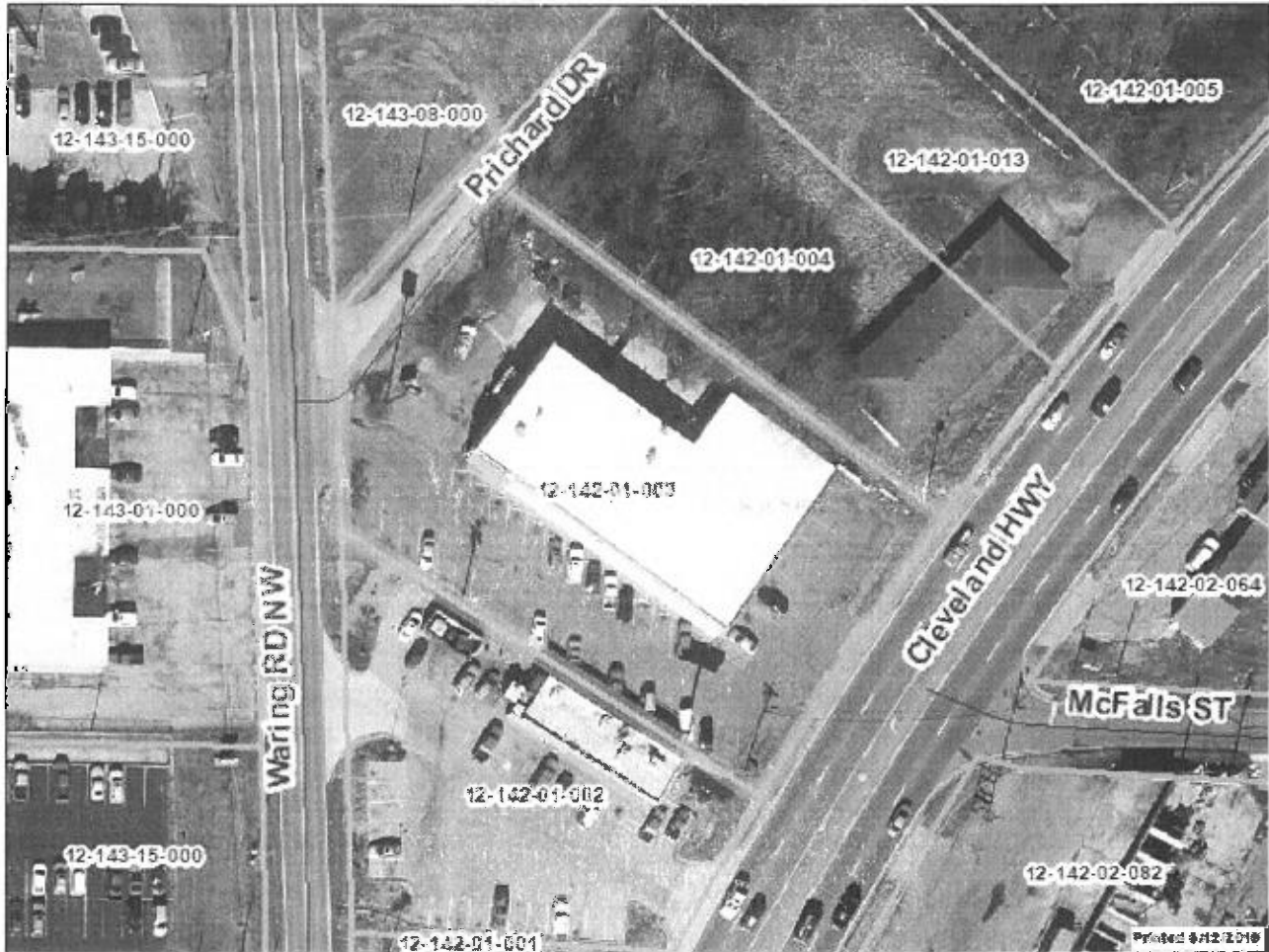
Dong Lee / Member Ga Unit Group LLC

Improvement Number	1	Construction Type	Wood/Steel Combination
Section Number	1	Wall Height	12
Sketch	Click Here	Year Built	1995
Class	Commercial	Effective Year Built	1999
Strata	Improvement	Section Area	10740
Built As	13Comm Shop Cntr Shell-S	Total Building Area	10740
Used As	13Comm Shop Cntr Shell-S	Plumbing	
Grade	100	One Fixture	0
Physical Depreciation	0.96	Two Fixture	4
Structure value	252007	Three Fixture	0
Section Value	332981	Bath\Kitchen	0
Total Improvement Value	332981	1.5 Bath\Kitchen	0
Comments:		2 Bath\Kitchen	0



Residential Structure Information

This parcel does not have any residential structures to display



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	GA-UNIT GROUP LLC	Legal Description	LTS 7T9 & 50T52 A C AIRWAY
Year	2019	Sale Date	
Parcel Number	12-142-01-003	Taxes Due	10009.52
Bill	213043	Taxes Due Date	12/20/2019
Exemption Type		Taxes Paid	0
Account No.	7039094	Taxes Paid Date	
Millage Rate	0	Current Due	10009.52
Fair Market Value	677381	Back Taxes	0
Assessed Value	270952	Total Due	10009.52
Prior Years Tax Data	Tax		

Commercial Structure Information

General

Construction Information

Gesse Cabrera

From: Blanca Cardona <bcardona@whitfieldcountyga.com>
Sent: Wednesday, February 19, 2020 12:28 PM
To: Gesse Cabrera
Cc: Bernadette Chattam
Subject: RE: de annexation of 1525 Cleveland Hwy

Hey Gess,

The BOC didn't pass a resolution. See minutes below. I let Mr. Lee know this was the only action the BOC took.

14. **City of Dalton De-Annexation Request from GA-Group LLC:** Motion was made by Commissioner Jones and seconded by Commissioner Brooker to accept parcel no. 12-142-01-003 back into unincorporated Whitfield County if the City of Dalton approves the de-annexation request from GA-Group, LLC. The motion was approved 4-0, with Commissioners Brooker, Jones, Robbins, and Crossen in agreement.

From: Gesse Cabrera <GCabrera@daltonga.gov>
Sent: Wednesday, February 19, 2020 12:02 PM
To: Blanca Cardona <bcardona@whitfieldcountyga.com>
Cc: Bernadette Chattam <BChattam@daltonga.gov>
Subject: FW: de annexation of 1525 Cleveland Hwy

Hey Blanca, can you send me a copy of this approved resolution? The applicant did not include it in his mailed application.

Sincerely,

Gesse Cabrera, CMC | Deputy City Clerk
City Hall | Clerk's Office

From: Jason Parker
Sent: Thursday, February 13, 2020 5:01 PM
To: Gesse Cabrera <GCabrera@daltonga.gov>; Bernadette Chattam <BChattam@daltonga.gov>
Cc: Kim Witherow <KWitherow@daltonga.gov>
Subject: FW: de annexation of 1525 Cleveland Hwy

Gesse and Bernadette,

See below – this person has contacted us previously about de-annexation. I think Whitfield County Commission adopted a resolution approving de-annex provided City agrees. If we get the application we can go from there.

Jason Parker
Dalton City Administrator
300 W. Waugh Street
P.O. Box 1205
Dalton, GA 30722

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephones 706-278-7363
Fax 706-272-7107
tpangle@daltonga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Bill Weaver
Dr. Luis Vismonte
Terry Mathis
Kenneth E. Willis
Anthony Walker

David Pennington, III
Mayor, City of Dalton

Re: De-annexation 1525 Cleveland Hwy.

Mayor,

In response to the aforementioned request, I have some concerns that may need to be considered with this request. First, if this request is granted, it will exacerbate the problem with county locations receiving services from both entities, while only paying county taxes. As it has recently been illustrated, the automatic-aid agreement is largely one sided, in that Dalton Fire is providing automatic aid abundantly more than we are receiving. In approving this request, the owner of this building will still be receiving city services while being on the county tax roll.

Multiple times in the owners correspondence he mentions zoning. In de-annexing this property it will not change his zoning due to the fact we have unified zoning in Whitfield/Dalton area. Rather than zoning being a reason, I am concerned that in requesting de-annexation, code enforcement is much more lenient in the unincorporated portions of the county. I researched any involvements that we have had recently, and found we had conducted an inspection of this building in 2019. During the course of this inspection, it was found the hood system in one of the tenants that cooks food was inoperable. The system had to be repaired and brought up to code in order for cooking to continue. Due to the fact that the county currently has no code enforcement, keeping these items current would be no concern for the tenants nor the owner of the building. However, as stated previously, we would have still be responding to the location in the event of a fire, which due to the lack of code enforcement would place our personnel at a greater risk.

Other than these concerns, I do not see that the de-annexing of this property would affect our service provided in this area.

Should you or any member of the council have any questions concerning my comments, please feel free to contact me.

Thank You,


Todd Pangle
Fire Chief
Dalton Fire Department

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonpd.com
www.cityofdalton-ga.gov/police



Public Safety Commission
Terry Mathis
Bill Weaver
Kenneth E. Willis
Anthony Walker
Dr. Luis M. Viamonte

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: April 15, 2020
To: Chief Cliff Cason
From: Captain Jamie Johnson
RE: (1525 Cleveland Hwy | Parcel: 142-12-01-003)

Chief Cason:

I have reviewed the De-annexation request for 1525 Cleveland Hwy | Parcel: 142-12-01-003
The De-annexation of this property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Johnson". The signature is written in a cursive, flowing style.

Captain Jamie Johnson

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: David Pennington III, Mayor
Attn: Bernadette Chattam, City Clerk

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

RE: De-Annexation Request
Dong Lee
1525 Cleveland Hwy
0.82 Acres
Parcel Number: 12-142-01-003
Zoning Classification: C-2

DATE: April 15, 2020

Regarding the subject request, please be advised that the Public Works Department has no objections to the de-annexation of the above referenced property.



April 14, 2020

Mr. David Pennington, III
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: De-Annexation Request for 1525 Cleveland Highway (0.82A)

Dear Mayor Pennington:

As requested in your April 13, 2020, memorandum, Dalton Utilities has reviewed the de-annexation request of Mr. Lee Dong for 0.82 acres +/- located at 1525 Cleveland Highway. This property is further described as parcel number 12-142-01-003 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides water, sewer and natural gas service to this location. The de-annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner, P.E.

Jason Parker

From: Jean Garland <jgarland@whitfieldcountyga.com>
Sent: Monday, May 11, 2020 7:42 AM
To: Jason Parker; Ethan Calhoun
Cc: Kim Witherow
Subject: RE: 1525 Cleveland hwy/ de annexation
Attachments: Beavers GIS.jpg; deannexation triplett j_08.doc; Triplett GIS zoomed in.jpg; deannexation beavers j_08.doc

Jason,

I have records of two other de-annexations both from 2008. I've attached the legal ads and GIS overlays that were listed at the time. The Triplett request was evidently denied since it is still listed as city.

It is my understanding the Lee request stems from a desire to install a billboard. Billboards are allowed in the unincorporated county along state highways. Whether or not the de-annexation occurs, the zoning will remain C-2, General Commercial so I don't believe there will be any impact on the planning/zoning outlook.

Thanks,

Jean

Jean Price-Garland
Dalton-Whitfield Zoning
Mailing Address: P O Box 248, Dalton, GA 30722
Physical Address: 201 S Hamilton Street, Dalton, GA 30720
Wells Fargo Building, 5th Floor
Office: 706-876-2533
Fax: 706-275-7501
jgarland@whitfieldcountyga.com

From: Jason Parker <JParker@daltonga.gov>
Sent: Friday, May 8, 2020 4:32 PM
To: Ethan Calhoun <ecalhoun@nwgrc.org>; Jean Garland <jgarland@whitfieldcountyga.com>
Cc: Kim Witherow <KWitherow@daltonga.gov>
Subject: FW: 1525 Cleveland hwy/ de annexation

Ethan and Jean:

Could you review the attached request for deannexation. Unfortunately, there are no local ordinances or IGA's that I can find which guide this process. The City's application (part of the attachment) lists the general process, which follows O.C.G.A. 36-36-22. If you are aware of any additional guidelines, or your own recollection of other local cases, could you point me in the right direction?

After review, could you forward a memo/email back to me indicating what impact, if any, this deannexation would have on the process of Planning and Zoning in the subject area?

Thanks in advance for your assistance.

Jason Parker
Dalton City Administrator
300 W. Waugh Street



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	05/18/20
Agenda Item:	Agreement with Lowery and Associates for Topographical Survey of Threadmill Road and Conway Street
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes
Cost:	Not to Exceed \$4,900.00
Funding Source if Not in Budget	2015 SPLOST - SP158

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

This is to ratify an agreement with Lowery and Associates Land Surveying to complete a topological survey at locations on Threadmill Road and Conway Street. This survey is needed to facilitate drainage analysis in these locations.

A location map of the survey area has been attached, and the work is to be completed within 10 business days from the Notice to Proceed.

See attached proposal for additional information about the scope of work.



#

May 05, 2020

City of Dalton
Attn: Andrew Parker

SURVEY SCOPE OF SERVICES

Lowery & Associates Land Surveying will provide a complete survey as specified below. The site consists of multiple areas for topo and cross sections. (see detailed areas on page 2 of this proposal).

A survey of the site will be completed to locate all visible improvements as detailed on sketch map on page two of this proposal and items required by Arcadis/City of Dalton: Pipes - diameters and material, Manholes - inverts and rim elevation, Curb inlets - inverts and elevation at the mouth, Open channels - typical width and depth for each section, Sanitary Sewer - Manholes, Pipes, Diameters, Material, Inverts (just looking for conflicts with future improvements). Contours will be shown at a 1-foot interval and will be based upon the North American Vertical Datum of 1988. Underground utilities will be shown based upon markings placed by Georgia OneCall 811 service. The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) format will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request. Revisions and any extra trips to the site about requested revisions will be billed at a fee to be negotiated at time of request.

DELIVERY & FEE SCHEDULE

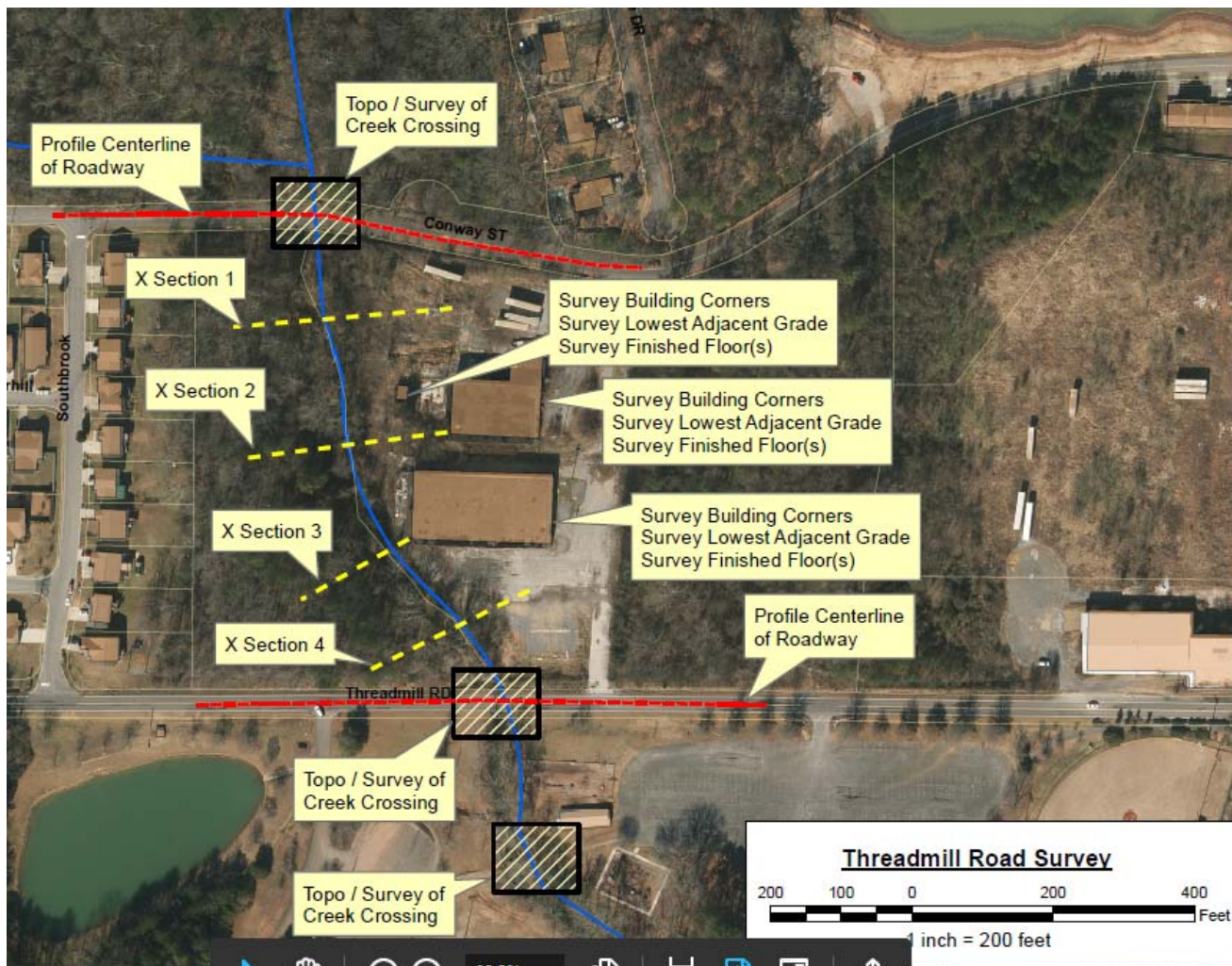
The estimated delivery date of the final survey is within 10 business days from authorization to proceed unless unforeseen circumstances, such as weather, delay the survey process. Payment will be made based upon an invoice issued with the delivery of the plat. Any shipping fees other than standard first-class mail through the U.S. Post Office are not included in this fee and will be added to the final invoice, including but not limited to Federal Express and courier. Payment not made within 30 days of invoice date may be considered a default. In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs. It is understood that payment of surveying fees is not subject to any other conditions.

Lump Sum Fee for the survey as specified above: \$4,900.00

I authorize Lowery & Associates Land Surveying to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

Jason Burnette
Lowery & Associates Land Surveying

Andrew Parker
City of Dalton Public Works





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	05/18/20
Agenda Item:	Agreement with Lowery and Associates for Topographical Survey of Threadmill Road and Conway Street
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes
Cost:	Not to Exceed \$4,900.00
Funding Source if Not in Budget	2015 SPLOST - SP158

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

This is to ratify an agreement with Lowery and Associates Land Surveying to complete a topological survey at locations on Threadmill Road and Conway Street. This survey is needed to facilitate drainage analysis in these locations.

A location map of the survey area has been attached, and the work is to be completed within 10 business days from the Notice to Proceed.

See attached proposal for additional information about the scope of work.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/18/20

Agenda Item: Agreement with Lowery and Associates for Topographical Survey of Threadmill Road and Conway Street

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed \$4,900.00

Funding Source if Not in Budget 2015 SPLOST - SP158

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

This is to ratify an agreement with Lowery and Associates Land Surveying to complete a topological survey at locations on Threadmill Road and Conway Street. This survey is needed to facilitate drainage analysis in these locations.

A location map of the survey area has been attached, and the work is to be completed within 10 business days from the Notice to Proceed.

See attached proposal for additional information about the scope of work.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/18/20

Agenda Item: Agreement with Richards & Associates Engineering, Inc. for Site Design Services - Covie Ridge & Winton Drive

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed \$9,600.00

Funding Source if Not in Budget SPLOST 2015 - SP158

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

This proposal is for the study of the drainage on several of the lots in Covie Ridge to evaluate the potential drainage issues downstream. The study will evaluate creating a permanent detention pond on these lots.

Richards & Associates Engineering, Inc.
PO Box 220
Chatsworth, GA 30705
(706) 695-0661

May 14, 2020

Mr. Andrew Parker
Public Works Department
Dalton, GA

Re: Proposal for Site Design Services
Covie Drive
Dalton, GA

01 Topographic Survey \$3,100

Richards & Associates Engineering, Inc. (RAE) will contract with Lewis & Associates Land Surveying (LALS) to provide a topographic survey of the subject area to include lots on Covie Drive and a portion of lots on Winton Drive. LALS will also provide the asbuilt survey of the pond after construction.

02 Site Design \$6,500

Richards & Associates Engineering, Inc. (RAE) will use the topographic survey to design and prepare construction drawings for a regional detention pond to mitigate storm events for downstream properties. This will include a Grading and Drainage Plan, Erosion Control Design, and construction details.

We will design the detention pond as a “best fit” to maximize the mitigation using the available area on the lots on Covie Drive. The pond will be designed for peak flow attenuation only and will not include water quality or meet the requirements of the current city stormwater ordinance.

We will prepare an Erosion, Sedimentation and Pollution Control Plan as required by The City of Dalton per the Manual for Erosion and Sediment Control in Georgia and per the requirements of the National Pollution Discharge Elimination System (NPDES), Georgia permit GAR 100001 for Stand-Alone Projects. We will assist with submittal of the Notice Of Intent (NOI) to the Georgia Environmental Protection Division.

RAE will provide the required stormwater management pond as-built survey and certification.

We will visit the site two (2) times during construction; one time for the required Seven-Day inspection, and once for the pond certification. All other requested visits will be billed hourly per the attached fee schedule.

Richards & Associates Engineering, Inc.
Proposal for Site Design Services
Covie Drive
Dalton, GA

2

The following are excluded from this contract:

- Wetland investigation
- Geotechnical investigation
- Phase 1 ESA
- Permitting/review fees
- Structural design
- Construction staking
- Plan copies

If you find this proposal acceptable, please sign the bottom of the first sheet and return a copy of it to our office along with the required retainer.

Accepted by: _____

Client: _____ Date: _____

Client agrees to the Standard Terms and Conditions set forth on the attached sheet.

Richards & Associates Engineering, Inc.
Proposal for Site Design Services
Covie Drive
Dalton, GA

3

STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Owner shall sign where indicated or respond to Richards & Associates Engineering, Inc. (RAE) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Owner and RAE.
- RAE maintains Professional Liability and General Liability insurance for work performed by RAE only. Client/Owner agrees to hold any claim against RAE to a maximum of \$25,000 or the contract amount, whichever is less. Client/Owner agrees to Hold Harmless RAE for services provided by subcontractors.
- Owner agrees to indemnify and hold harmless individual employees, officers or directors of RAE against claims associated with this project. Owner agrees that any claim shall be directed and/or asserted against RAE and not against any or RAE's employees, officers or directors.
- Due to the nature of the project and unforeseen subsurface conditions, Client/Owner agrees to Hold Harmless RAE and its subcontractors for engineering design related issues presented during construction as a result of unforeseen conditions. RAE and its subcontractors will work with Client/Owner and the contractor to rectify any problem presented during construction within the original scope of work. Issues presented during construction that fall outside the original scope of work will be billed at an hourly rate.
- RAE will complete the work as described in the contract in a timely manner unless delayed. Delays may include stopping work at the Client/Owner's request, lack of information, design changes or other factors beyond the control of RAE.
- The Owner, by signing this contract, assures that RAE and its subcontractors have permission to work on the subject property and have the right to access the property. RAE may access the property to investigate and gather information pertinent to the design. RAE may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities or structures.
- Owner shall furnish all relevant information concerning the site to RAE. This includes plats, reports, restrictive covenants, etc...
- RAE agrees to provide engineering services under the direction of the Client/Owner. RAE will provide Construction Documents based on sound, industry standard engineering practice for use by the Client/Owner. RAE does not guarantee that the design will be permitted by the local, state or federal agencies that may review the documents. Owner is responsible for obtaining all permits required prior to commencing construction operations.
- At the request of the Client/Owner, RAE may show improvements on adjacent property or within proposed easements or on property not currently held by the Owner. The Client/Owner is responsible for ensuring that all construction occurs on real estate or legal easements held by the Owner.
- RAE will produce the original plots, signed and sealed to remain at the office of RAE. All paper copies will be provided via Dalton Print Shop for \$3.00 each. PDF copies will be provided at no cost.
- All documents prepared by RAE will remain the property of RAE and may not be copied, reproduced or distributed without the express written consent of RAE.
- RAE will invoice Reimbursable Expenses to the Owner with a 10% markup. Reimbursable Expenses include any out-of-pocket expenses incurred by RAE on behalf of the Owner, such as, but not limited to the following: mileage, shipping fees, etc...
- The Client/Owner shall furnish RAE with any specialized billing procedures. RAE will invoice per the invoice schedule set forth in the contract.
- Payment is due immediately upon receipt of the invoice. After 30 days, the Client/Owner agrees to pay 1.5% late fee per month on unpaid balances.
- Failure to pay within 45 days from the date of the invoice will be considered by RAE to be a breach of contract and RAE may cease work and hold all work without penalty from the Client/Owner.

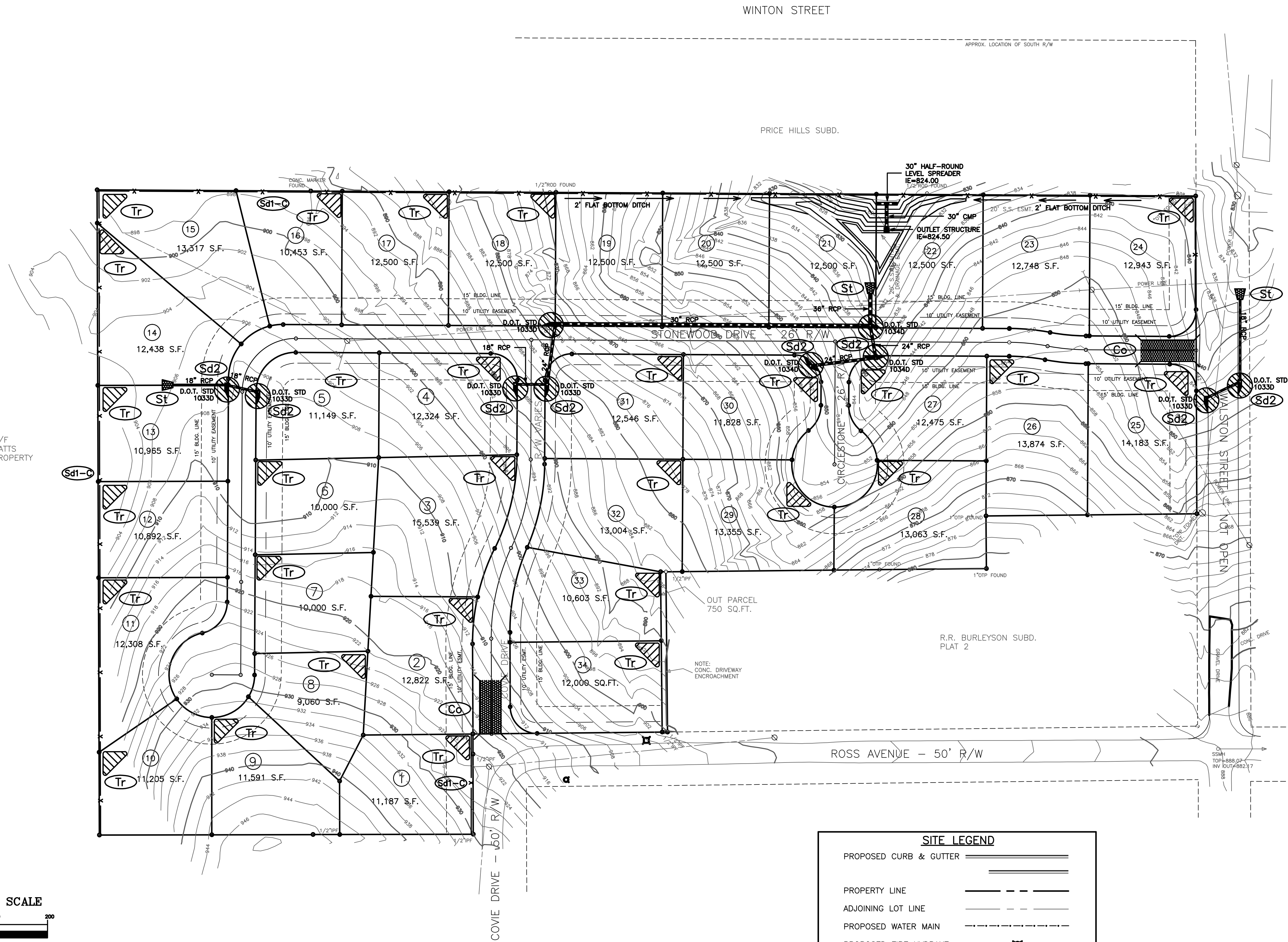
STANDARD FEE SCHEDULE

<u>Position</u>	<u>Hourly fee</u>
Professional Engineer	\$150
CAD Draftsman	\$90
Clerical	\$50
Survey Crew	\$150
Professional Surveyor	\$150

<u>Reimbursable expense</u>	<u>Rate</u>
Mileage	\$0.60/mi
Shipping	cost + 10%
Other expenses	cost + 10%



COMPTON & RICHARDS, INC.
 P.O. BOX 339
 104 CRITTENDEN AVENUE
 CHICKAMAUGA, GA 30707-0339
 PHONE 706-375-3153
 FAX 706-375-2679



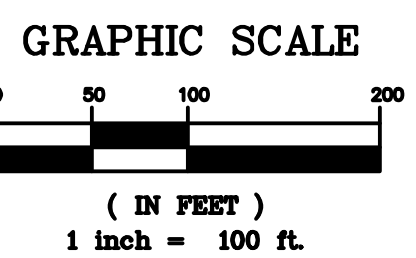
REFERENCE NOTES:
 1. THIS SITE PLAN HAS BEEN DESIGNED BASED ON THE ORIGINAL LOT LAYOUT, ROAD DESIGN AND STORM SEWER DESIGN PROVIDED BY JOSEPH R. EVANS & ASSOCIATES, DALTON, GA.
 2. THE ORIGINAL TOPOGRAPHIC DATA FOR THIS PROJECT WAS PROVIDED BY JOSEPH R. EVANS & ASSOCIATES, DALTON, GA.

N/F WATTS PROPERTY

OUT PARCEL 750 SQ.FT.

R.R. BURLEYSON SUBD. PLAT 2

NOTE: CONC. DRIVEWAY ENCROACHMENT



SITE LEGEND	
PROPOSED CURB & GUTTER	=====
PROPERTY LINE	-----
ADJOINING LOT LINE	- - - - -
PROPOSED WATER MAIN	-----
PROPOSED FIRE HYDRANT	⊗
EXISTING FIRE HYDRANT	⊗
EXISTING FEATURES SCREENED	⊗

GENERAL INFORMATION:
 CURRENT PROPERTY ZONING: R-1
 TAX MAP NO: 56
 TAX PARCEL NO: PT 159-12-1.67, 184-12-1.111, 194-12-1.12
 NUMBER OF LOTS: 34 LOTS
 TOTAL AREA IN SITE: 10.72 AC
 WATER SERVICE: PUBLIC
 SEWAGE DISPOSAL: PUBLIC
 BUILDING SETBACK LINES:
 FRONT IS 15' FROM 10' UTILITY EASEMENT
 SIDE & REAR ARE 10'

THIS DRAWING SHEET IS PART OF A COMPLETE SET OF SITE DESIGN DRAWINGS. IT SHOULD NOT BE SEPARATED FROM THE SET. INFORMATION PERTINENT TO THIS SHEET MAY BE FOUND ON OTHER SHEETS IN THE SET.
 IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER OR OWNER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

NOTIFY OF ACTION:
 EMORY CANTRELL
 906 DOGWOOD LANE
 DALTON, GA. 30720
 (706) 226-9093



IF YOU DIG GEORGIA...
 CALL US FIRST!
 1-800-282-7411
 (770) 623-4344
 UTILITIES PROTECTION CENTER
 IT'S THE LAW

Project
 STONEWOOD CHASE
 CITY OF DALTON
 WHITFIELD COUNTY, GEORGIA
 Developer
 EMORY CANTRELL
 906 DOGWOOD LANE
 DALTON, GA 30720

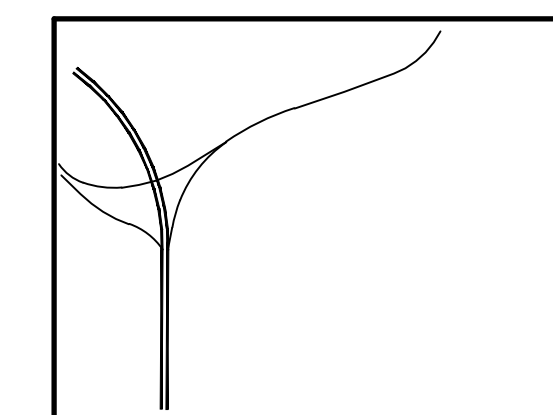
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Approved for construction
 Not Approved for construction

Revisions	Date

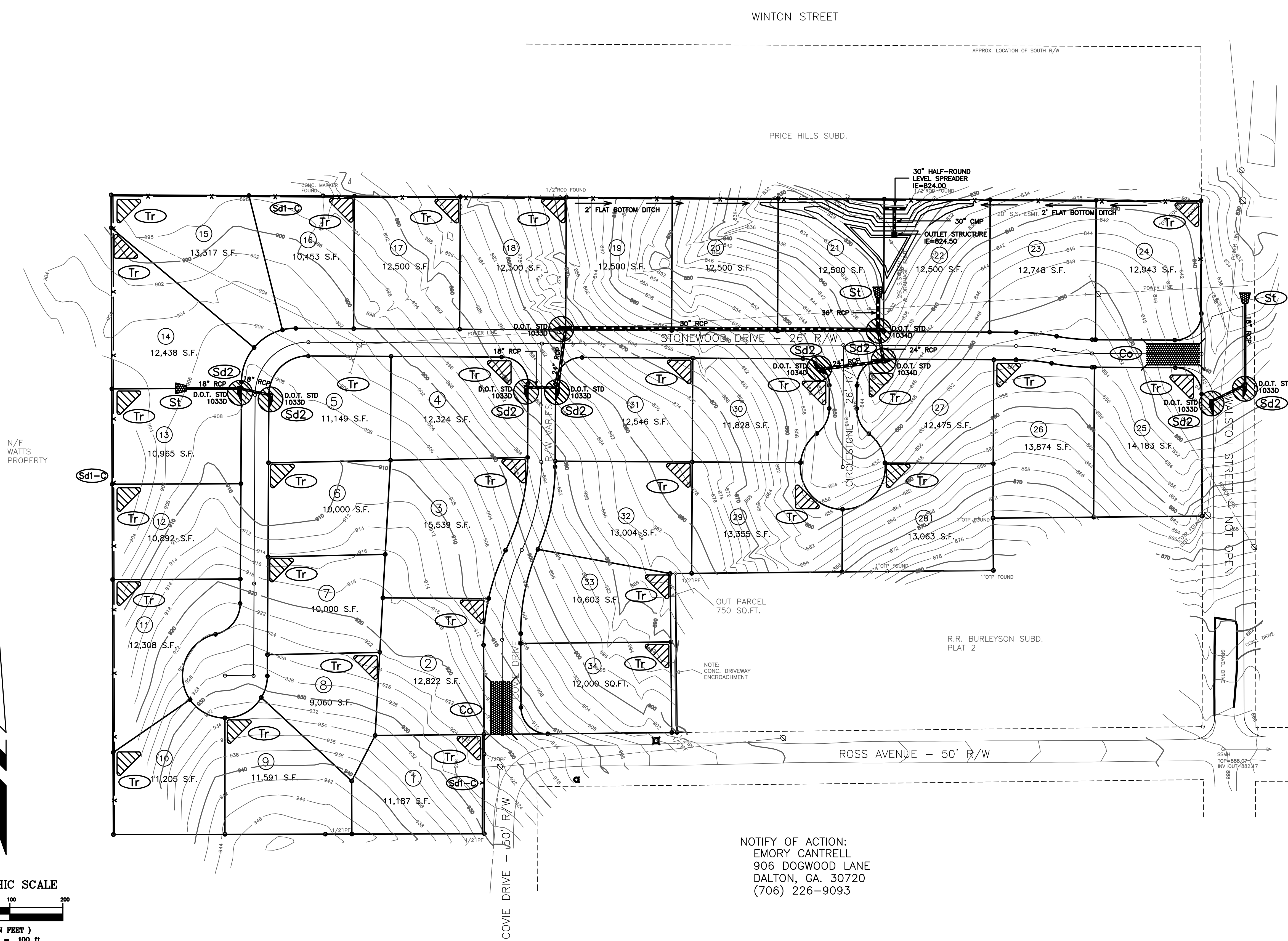
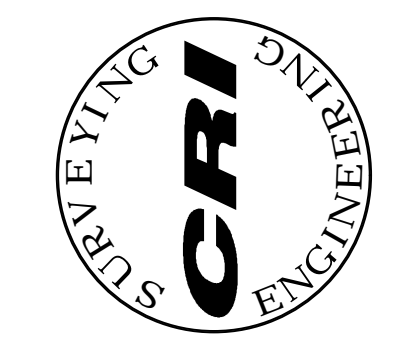
Drawing Title

SITE PLAN	
DRAWING FILE: 04-144 STONEWOOD CHASE.DWG	DRAWING NO.
DRAWN BY: SRR	C1
DATE	65
PROJECT NO. 04-144	



LOCATION MAP - NO SCALE

COMPTON & RICHARDS, INC.
P.O. BOX 339
104 CRITTENDEN AVENUE
CHICKAMAUGA, GA 30707-0339
PHONE 706-375-3153
FAX 706-375-2679



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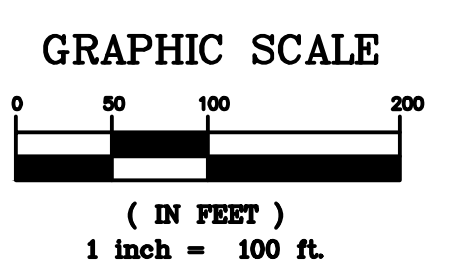
N/F WATTS PROPERTY

NOTE: CONC. DRIVEWAY ENCROACHMENT

OUT PARCEL 750 SQ.FT.

R.R. BURLEYSON SUBD. PLAT 2

NOTIFY OF ACTION:
EMORY CANTRELL
906 DOGWOOD LANE
DALTON, GA. 30720
(706) 226-9093



GENERAL INFORMATION:
CURRENT PROPERTY ZONING: R-1
TAX MAP NO: 56
TAX PARCEL NO: PT 159-12-1.67, 184-12-1.111, 194-12-1.12
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EROSION CONTROL LEGEND

Ca	CHECKDAM	
Co	CONSTRUCTION EXIT	
Fr	FILTER RING	
Sd1	SEDIMENT BARRIER	
Sd2	INLET SEDIMENT TRAP	
Sd3	TEMPORARY SEDIMENT BASH	
St	STORM DRAIN OUTLET PROTECTION	
Su	SURFACE ROUGHENING	
Da1	DISTURBED AREA STABILIZATION (EROSION ONLY)	
Da2	DISTURBED AREA STABILIZATION (EROSION ONLY) TEMPORARY SEEDING	
Da3	DISTURBED AREA STABILIZATION WITH PERMANENT VEGETATION	

Project
STONEWOOD CHASE
CITY OF DALTON
WHITFIELD COUNTY, GEORGIA
Developer
EMORY CANTRELL
906 DOGWOOD LANE
DALTON, GA 30720

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Approved for construction
 Not Approved for construction

Revisions	Date

Drawing Title
EROSION CONTROL PLAN
DRAWING FILE: 04-144 STONEWOOD CHASE.DWG
DRAWN BY: SRR
DATE: 5/21/04
PROJECT NO: 04-144
DRAWING NO: C2
66





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 05/18/2020
Agenda Item: Pickelball Conversion at Brookwood
Department: Parks and Recreation
Requested By: Mike Miller
Reviewed/Approved by City Attorney? Yes/No
Cost: \$28,500
Funding Source if Not in Budget 2020 CIP Budget

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

This approval is to begin construction of new Pickleball Courts at Brookwood Park. Pickleball is the fastest growing paddle sport. Our local league now plays at area churches, Mack Gaston and on temp courts at Lakeshore Park. We will be adding 6 courts in the same space as the 2 tennis courts. Signature Tennis Courts has been widely recommended from all over the state. The cost for conversion is \$28,500

**CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this ____ day of _____, 20____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Signature Tennis Courts, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real property located at Brookwood Park upon which the Parks and Recreation Department operates tennis courts; and

WHEREAS, CITY desires to refurbish the surface and construct Pickleball Courts upon said property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at Brookwood Park, hereinafter "PROPERTY".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the PROPERTY at the following days and times to complete the project:

Days: _____

Time of day: _____

In the event that CONTRACTOR should desire to use the PROPERTY on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department. CONTRACTOR shall not restrict the public use of or access to the PROPERTY except as may be authorized by the Director. The PROPERTY shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the PROPERTY. The PROPERTY shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous

materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the PROPERTY during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall convert 2 existing tennis courts to 6 permanent pickleball courts to include the following project:

(a) clean courts as necessary.

(b) install 12 net post foundations. (Any dirt remove from digging out net post foundations shall be spread on site as designated by CITY.)

(c) fill all structural cracks with E330 crack filler and install multi-layered Rite Way crack repair system over all structural cracks (1/16 inch or larger).)The Rite Way product shall not bubble, has no hollow sound and incorporates a micro sealant moisture barrier over the cracks.)

(d) fill all low lying areas and paving joints with acrylic patch binder. (Note: These areas will improve but will not be perfect.)

(e) apply 3 coats of black and 3 coats of Sportsmaster full acrylic playing surface. (Colors will be royal blue and light green unless specified otherwise.)

(f) stripe 6 regulation pickleball courts with one coat of primer and two coats of texturized white line paint.

(g) install 6 new sets of pickleball net posts and 6 new pickleball nets.

(h) clean work site thoroughly.

(i) remove tennis net and install 4 foot high fencing as divider between the two sets of 3 pickleball courts with opening as specified in plans.

(j) provide 5 year warranty on all repairs to existing cracks with Rite Way product. If any area fails, the cracks will be completely repaired and are will be re-color coated. (This warranty does not include any new cracks that may develop in the future.)

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on _____, 20____. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before _____, 20 ____.

6. **CONTRACT SUM:** The CITY shall pay to CONTRACTOR the total sum of \$ 28,500.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. **CONTRACT PENALTY:** The CONTRACTOR 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 CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Payment shall be made via electronic funds transfer (EFT).

9. **SURRENDER OF PROPERTY:** CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the PROPERTY and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the PROPERTY. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the PROPERTY after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property remaining on the PROPERTY or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the PROPERTY shall become the property of the CITY.

10. **CONTRACTOR COVENANTS:** CONTRACTOR covenants and agrees:

- (a) to use the PROPERTY in a safe, careful and lawful manner;
- (b) to promptly report in writing to CITY any defective condition known to CONTRACTOR which the CITY is required to repair;
- (c) to promptly report in writing to CITY any damage to or injuries sustained on the PROPERTY and to promptly repair any damage to the PROPERTY which is made necessary by any act of CONTRACTOR, its employees, agents, patrons or invitees;
- (d) to keep the PROPERTY in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (e) to permit CITY and its employees and agents access to the PROPERTY at all reasonable times for the purposes of making repairs, inspecting the PROPERTY, and inspecting the progress of the project;
- (f) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (g) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (h) to use only new materials appropriate for 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.

11. INDEMNITY: CONTRACTOR 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 CONTRACTOR'S use and occupancy or non-occupancy of the PROPERTY or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees 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, CONTRACTOR agrees that all personal property that may be at any time at the PROPERTY shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR 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: CONTRACTOR 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. CONTRACTOR 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.

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

14. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'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.

15. 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.

16. 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 CONTRACTOR shall be mailed to:

Signature Tennis Courts, Inc.
ATTN: Mike Imbornone
1025 Rose Creek Drive
Suite 620-244
Woodstock, GA 30189

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.

17. **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 CONTRACTOR'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.

18. **VENDOR:** CONTRACTOR 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.

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

20. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description.

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. CONTRACTOR 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 CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK

CITY OF DALTON
COMPETITIVE REQUEST FOR PROPOSAL
 (Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: DALTON PARKS & REC.
 Date of Bid Opening : 03.31.20
 Place of Bid Opening: CITY HALL
 Time of Bid Opening: 2:00 PM
 Dates Advertised: _____

A copy of the RFP scoring sheet or determination criteria must be attached.

CONVERSION OF (2) TENNIS COURTS TO
(6) PICKLEBALL COURTS AT BROOKWOOD PARK

Vendor	Bid Amount	Comments
COMPETITION ATHLETIC SURFACES	<u>RFP</u>	
SIGNATURE TENNIS COURTS		
ADVANCED ATHLETIC SURFACES		
TALBOT TENNIS		
BASELINE SPORTS CONSTRUCTION LLC		
MULTIPLEX LLC		

Witnessed By: *Phila Seis*
 Finance Department: _____
 Department: 3/31/20
 Date: 3/31/20
 Comments: *[Signature]*

Awarded To: Signature Tennis Courts
 In The Amount Of: \$28,500.00
 Date: 5-12-2020

2020 Brookwood Park Pickleball Courts
Evaluation of Projects

Company Name	Cost of Project-40	Experience-20	Schedule and Budget-10	Warranty-10	Durability of products-10	Guaranteed Date-5	Minority Business Status-5	Totals	
Baseline Points	\$75,930	25	20 Knowville	9	8	8	5	0	75
Multiplex Points	\$158,750	20	20 Duluth	9	8	8	5	0	0
Competition Ath Surfaces Points	\$248000+ Patch?	30	18 Chattanooga	10	8	8	5	0	79
Advance Athletic Surfaces Points	\$29,980	39	18 Greensboro	9	9	9	5	0	89
Signature Tennis Courts Points	\$28,500	40	20 Woodstock	10	9	10	5	0	94
Talbot Tennis Points	\$32,554	38	20 Marietta	10	10	10	5	0	93



S I G N A T U R E T E N N I S C O U R T S

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

March 20, 2020

Signature Tennis Courts, Inc., is proposing to convert 2 existing tennis courts, located at Brookwood Park, into 6 permanent pickleball courts, giving the City of Dalton, Georgia, the option to either resurface the existing tennis courts or rebuild the existing tennis courts.

Signature Tennis Courts, Inc., intends to complete this project in the manner in which the expectations of our client are exceeded, according to the specifications included in this request for proposal.

The total cost of the proposed to resurface the two tennis courts and convert to 6 permanent pickle ball courts is \$26,700, and to rebuild the two tennis courts as 6 permanent pickle ball courts is \$59,000, the details of which are included in the attached quotes.

This request for proposal is presented by Signature Tennis Courts, Inc and to the best of my knowledge is accurate.

Mike Imbornone CTCB, Owner

**Signature Tennis Courts, Inc.
1025 Rose Creek Drive
Suite 620-244
Woodstock, Ga 30189**

**Phone 404-642-5002
Fax 770-516-0916**

Executive Summary

Signature Tennis Courts, Inc., strives to provide exceptional professional services, high quality products and outstanding customer service to each client and in each project that we undertake. For this request for proposal, Signature Tennis Courts, Inc. is proposing to either resurface 2 existing tennis courts into 6 permanent pickle ball courts or to rebuild 2 existing tennis courts into 6 permanent pickleball courts, located in Dalton, Georgia, Brookwood Park.

The project team consists of

Mike Imbornone (35 years' experience) - Owner / Supervisor / Point of Contact

Tom Heinen (15 years' experience) – Foreman / Grading Expert

Andy Reinish (35 years' experience)– Foreman / Clay Court Specialist

Matt Imbornone (5 years' experience) – Project Coordinator

Jose Hernandez (10 years' experience) – Color Coating Specialist

Steve Lottinger (2 years' experience)– Foreman

Vic Sikes (8 years' experience) – Paving Expert

Graham Glisson (7 years' experience) – Paving and Asphalt Expert

Bill Osterhold (10 years' experience) – Foreman and Project Specialist

Company History

Signature Tennis was founded in 2003 when the owners recognized a client driven need for exceptional professional services, high quality products and outstanding customer service in this mature industry segment. Further, the company insured that it was positioned to fulfill all aspects of the business from new court construction to providing the most basic maintenance / product needs. Since those key ingredients were defined the company has steadily grown into a highly regarded provider in all areas of the tennis court construction, maintenance and accessories business. Throughout these initial years the company has distinguished itself as the premiere choice of a discerning client base consisting of exclusive Country Clubs and top tier Tennis Facilities in the market area. Today Signature Tennis continues to set the highest standards for delivering on the promise of outstanding customer service and products to its broad base of demanding customers.

Primary Business

Signature Tennis Courts, Inc., is expert in building very large private and municipal facilities.

Experience

In the past three years Signature Tennis Courts, Inc., has rebuilt the Clemson University Tennis Center in Clemson, South Carolina, which included 6 new indoor courts and 12 new outdoor courts, has built 54 new courts at the Rome Tennis Center in Rome, Georgia, and has built 27 new hard and clay courts at Cooper Creek Tennis Center in Columbus, Georgia.

- ⇒ Georgia Tech Ken Byers Tennis Facility – 16 court facility**
- ⇒ Reynolds Plantation Lake Club –10 court facility – Voted USTA Facility of the year / 2009**
- ⇒ Druid Hills Golf Club – 10 court facility**
- ⇒ Piedmont Driving Club – 6 court facility**
- ⇒ Ansley Golf Club – 8 court facility**
- ⇒ Capital City Club – 8 court facility**
- ⇒ Dunwoody Country Club – 14 court facility**
- ⇒ Inverness Racquet Club Birmingham, Al – 15 court facility**
- ⇒ Horseshoe Bend Country Club – 14 court facility – Voted USTA Facility of the year / 2015**
- ⇒ Towns County – 14 court Pickle Ball facility / 2015**
- ⇒ Spalding Co Pickle Ball / Wyomia Tyus Park – 14 court Pickle Ball facility 2017**
- ⇒ Bitsy Grant – 12 court facility / 2018**

Company Principles

Signature Tennis Courts, Inc., is clearly the recognized quality leader in tennis court construction, repair and maintenance in the market areas it serves. The reason for this is based on the company's ability to meet the expectations of a client base of this area's highest profile tennis facilities and country clubs. In addition, Signature Tennis sets itself apart from the competition with its core staff of professionals with over 125 years of hands on experience in all aspects of the tennis business.

Duration

Signature Tennis Courts, Inc. anticipates this project to take 2 ½ weeks approximately from start date to completion, for resurfacing and 8 weeks approximately for rebuilding.



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

March 20, 2020

TO: CITY OF DALTON / BROOKWOOD PARK

OPTION #1

CONVERT 2 TENNIS COURTS TO 6 PERMANENT PICKLE BALL COURTS

1. CLEAN COURTS AS NECESSARY
2. INSTALL 12 NET POST FOUNDATIONS
NOTE: DIRT REMOVED FROM DIGGING OUT NET POST FOUNDATIONS WILL BE SPREAD ON SITE AS DESIGNATED BY OWNER
3. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL STRUCTURAL CRACKS (1/16" OR LARGER)
THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
4. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER
NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
5. APPLY 3 COATS OF BLACK AND 3 COATS OF SPORTMASTER FULL ACRYLIC PLAYING SURFACE
(COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
6. STRIPE 6 REGULATION PICKLE BALL COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
7. INSTALL 6 NEW SETS OF PICKLE BALL NET POSTS, 6 NEW PICKLE BALL NETS AND CLEAN WORK SITE THOROUGHLY

TOTAL: \$26,700

NOTE: EXISTING TENNIS COURT NETS WILL SERVE AS A DIVIDER BETWEEN THE TWO SETS OF 3 PICKLE BALL COURTS

OPTION: REMOVE TENNIS NET AND INSTALL 4' HIGH FENCING AS DIVIDER BETWEEN THE TWO SETS OF 3 PICKLE BALL COURTS WITH OPENING AS SPECIFIED IN PLANS
ADD: 1,800

CONTINUED ON NEXT PAGE



**S I G N A T U R E
T E N N I S C O U R T S**

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

**PAGE TWO
CITY OF DALTON / BROOKWOOD PARK
OPTION #1**

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.

ACCEPTANCE SIGNATURE

DATE



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

March 20, 2020

TO: CITY OF DALTON / BROOKWOOD PARK

OPTION #2

CONVERT 2 TENNIS COURTS TO 6 PERMANENT PICKLE BALL COURTS

1. REMOVE EXISTING COURTS AND HAUL OFF SITE AND STORE EXISTING FENCING
2. RE-GRADE EXISTING STONE BASE WITH LASER GRADER
3. COMPACT SUB GRADE WITH VIBRATORY ROLLER UNTIL PROPER COMPACTION IS ACHIEVED
NOTE: COMPACTION TEST WILL BE PERFORMED. ANY AREAS NOT PASSING COMPACTION TEST WILL BE CUT OUT AND REPLACED WITH CRUSHER RUN.
4. ADD CRUSHER RUN AS NECESSARY TO ACHIEVE A MINIMUM OF 4" BASE
5. COMPACT WITH VIBRATORY ROLLER UNTIL COMPACTION IS ACHIEVED
6. APPLY 2" OF FINE TOPPING ASPHALT
7. INSTALL 12 NEW NET POST FOUNDATIONS TO INCLUDE A MINIMUM OF 1600 LBS OF CONCRETE PER FOOTING
8. RE-INSTALL EXISTING FENCING AND INSTALL NEW 4' HIGH FENCING TO SERVE AS DIVIDER BETWEEN THE TWO SETS OF 3 PICKLE BALL COURTS WITH SPECIFIED OPENINGS
9. PATCH AND COLOR COAT COURTS TO U.S. COURT SPECIFICATIONS WITH A MINIMUM OF 3 COATS OF BLACK AND 3 COATS OF SPORTMASTER COLOR
(COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
10. STRIPE 6 REGULATION PICKLE BALL COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
1. INSTALL 6 NEW SETS OF PICKLE BALL NET POSTS, 6 NEW PICKLE BALL NETS AND CLEAN WORK SITE THOROUGHLY

TOTAL: \$59,000

NOTE: OWNER IS RESPONSIBLE FOR ACCESS TO JOB SITE AND SIGNATURE TENNIS WILL RESTORE LAWN AROUND COURT AREA INCLUDING TOP SOIL AND SEED

NOTE: A 3 YEAR WARRANTY IS INCLUDED WITH THIS CONTRACT

ACCEPTANCE SIGNATURE

DATE



S I G N A T U R E T E N N I S C O U R T S

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

Pickle Ball Facilities

Spalding County (2017)

Build 18 new pickle ball courts

Wyomia Tyus Olympic Park

1301 Cowan Road

Griffin, Ga 30223

Peter Phelps (518) 461-7397

Towns County (2015)

Rebuild 4 tennis courts to 14 pickle ball courts

899 Music Hall Road

Hiawassee, Ga 30546

Bill Kendall / Commissioner (706) 896-2276

White County (2017)

Build 6 new pickle ball courts

White County Parks & Recreation

327 Asbestos Road

Cleveland, Ga 30528

Laurie Lee (770) 317-1062

Reynolds Plantation (2015)

Convert one tennis court into 3 pickle ball courts at Reynolds Landing

1000 Vista Drive

Suite 125

Greensboro, Ga 30642

Scott Cowdrey (435) 640-6214

Harbor Club (2018)

Build 6 new pickle ball courts

1111 Polo Circle

Greensboro, Ga 30642

Brandon Matney (706)-453-9690



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

Reference List

New Facilities

Clemson University (2018)
Chuck McCuen (864) 221-5235
Tennis Director
Brian Cooper (864) 277-0060 x 203
GC – Sherman Construction

Atlantic Station ATP Championship
BB&T Atlanta Open
(2012-present)
Eddie Gonzalez (404) 513-5197

Union County Schools (2019)
Sam Tyson – GC (704) 400-2223
Monroe, NC 28112

Georgia Tech
Ken Beyers Tennis Center (2012)
Kenny Thorne (404) 894-0459

Rome Tennis Center (2015)
Huntly Gordon (404) 443-4104

Cooper Creek Tennis Center (2015)
Judy Pearce (706) 315-1242

Horseshoe Bend Country Club
(2013)
Jacqueline Welch
(770) 992-2310

Druid Hills Country Club (2007)
Ben Hestley (404) 377-1791

Piedmont Driving Club (2009)
Lisa Teer (404) 870-3292

Pickleball Facilities

Spalding County (2017)
Peter Phelps (518) 461-7397

Towns County (2015)
Bill Kendall (706) 896-2276

White County (2017)
Laurie Lee (770) 317-1062

Reynolds Plantation (2015)
Scott Cowdrey (435) 640-6214

Suwanee Station (2017)
Barbara Allen (770) 337-6348

Harbor Club (2018)
Brandon Matney (706) 453-9690

Major Renovation Projects

Ansley Golf Club (2017)
Matt Grayson (404) 897-7707

Cherokee Towne & Country Club
(2013-2018)
Beth Clay (404) 237-5427

Nesbit Lakes (2015, 2018)
Ken Thomas (770) 713-4248

Capital City Club (2008)
Bill Anderson (404) 233-2121

Dunwoody Country Club (2007)
Dave Dvorak (770) 392-7788

Windy Hill Athletic Club (2014)
Trip Balsden (770) 657-1876

St. Marlo Country Club (2017)
Scott Stubbs (770) 495-4055

Montvale (2017)
Erwin Grigorian (770) 559-7426

LED Lighting

Medlock Bridge (2017)
Jeff Weaver (404) 372-0566

Greater Atlanta Christian (2017)
Scott Hutchinson (770) 243-2283

The Falls of Autrey Mill (2017)
Blagi Jurjec (770) 442-0445

Avonlea Crossing (2017)
Mike Shaffer (770) 271-2252

Montvale (2017)
Erwin Grigorian (770) 559-7426

Augusta Country Club (2018)
Marc Blouin (706) 738-2735

Berkeley Walk (2018)
Jeff Cooper (404) 545-2690

Resurface with RiteWay®

Cobb County Parks & Rec
(2019- 2020))
Mark Chandler (770) 528-8831

Bridgemill Country Club (2016)
Pat Perry (770) 720-9635

Country Club of the South (2017)
Michael Bouchillon
(770) 475-6845

Towne Lake Hills (2016)
Mark Billson (770) 516-6325

Country Club of Roswell (2015)
Marcus Rutsche (770) 475-3802

Peachtree Station (2014)
Paul Bartholomai
(770) 380-7586

Creekstone Estates (2016, 2017)
Danle Van Den Heever
(404) 475-8133

Olde Towne Athletic Club (2017)
Jan Parrott (770) 578-9901

The Manor Golf & Country Club
(2017)
Alejandro Garcia (678) 393-7727

Cherokee Towne & Country Club
(2016)
Beth Clay (404) 237-5427

Dunwoody Country Club (2016)
Dave Dvorak (770) 392-7788



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

Reference List

Resurface with RiteWay®

(Continued)

Laurel Springs (2015)
Tim Smith (678) 467-0504

White Columns (2017)
R.J. Dunkle (404) 384-2470

Brookfield Country Club (2017)
Todd Black (404) 428-7433

St. Ives Country Club (2016)
Creig Matthieson
(770) 418-2443



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-18-20

Agenda Item: Budget Amendment #3

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** Yes

Cost: \$199,910

**Funding Source if Not
in Budget** From Fund Balance Surplus

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

Various requests from departments for budget to be amended. Please refer to attached documents.

**2020 Budget Amendment
Budget Amendment #3**

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Insurance reimbursement	\$ 23,560	(1)
Insurance reimbursement	1,020	(2)
	<u>\$ 24,580</u>	
Expenditures & Transfers-out		
Public Works - cemetery	\$ 23,560	(1)
Police - vehicle expense	1,020	(2)
Administration - legal	30,000	(3)
City Clerk - meals	640	(4)
Public Works - wages & benefits	(22,000)	(5)
Public Works - gas and oil	(33,000)	(5)
Public Works - street lights	(42,000)	(5)
Transfer to Capital Improvements Fund	266,270	(6)
	<u>\$ 224,490</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (199,910)</u></u>	

- (1)** Geico Insurance company check for Rita Nicholson vehicle accident in cemetery - City will contract to replace head stones
- (2)** Insurance reimbursement for damage to police vehicle
- (3)** Legal fee shortfall due to Service Delivery Strategy earlier this year
- (4)** Food purchase from local restaurants at the direction of mayor to simulate local businesses
- (5)** Review of budget line item surplus for 4 months to subsidize equipment purchases
- (6)** Knuckle Boom and Toolcat equipment approved for PW's 4/20/20

CAPITAL ACQUISITION FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Transfer In - General Fund	266,270	(6)
	<u>\$ 266,270</u>	
Expenditures & Transfers-out		
Capital outlay - PW	266,270	(6)
	<u>\$ 266,270</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

Detailed Payment Summary

GEICO GENERAL INSURANCE CO
Field Claim Center: 02 Southeast

NO. N 214368469

Date: 04/13/2020

ONE GEICO CENTER
MACON, GA 31296-0001

Claim #: 0472755840101115
Date of Loss: 05/03/2019

Claimant Name: D&s Monument
Insured Name: Rita Nicholson
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: FD36

Pay To:
The City Of Dalton



The City Of Dalton
PO Box 668
Dalton Ga 30722-0668

Total Amount:
\$***23,558.98

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT

15 APD \$**23558.98

In Payment Of
Property Damage Coverage
D&S Monument Invoice
E533

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO GENERAL INSURANCE CO
ONE GEICO CENTER
MACON, GA 31296-0001

Claimant: D&s Monument
Insured Name: Rita Nicholson
Feature Symbol & Amount
APD \$**23558 98

Bank of America
South Portland, ME 04106

Claim Number: 0472755840101115
In Payment of: Property Damage Coverage
D&S Monument Invoice
E533

52-153
112 ME

NO. N 214368469

VOID AFTER 180 DAYS
Date 04/13/2020

Amount:
\$***23,558.98

TWENTY-THREE-THOUSAND-FIVE-HUNDRED-FIFTY-EIGHT*AND*98/100*DOLLARS***

Pay to the Order of:
THE CITY OF DALTON

Mail To:
The City Of Dalton
PO Box 668
Dalton Ga 30722-0668

Neal M. Craig

400021472755840101115003223

Detailed Payment Summary

GEICO GENERAL INSURANCE CO
Field Claim Center: 02 Southeast

NO. N 214688237

Date: 04/24/2020

ONE GEICO CENTER
MACON, GA 31296-0001

Claim #: 0577878760101035
Date of Loss: 03/11/2020

Claimant Name: Dalton Police Department
Insured Name: Brandy Young
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: FQ33

Pay To:
Dalton Police Department



Dalton Police Department
301 Jones ST
Dalton Ga 30720-3462

Total Amount:
\$****1,020.29

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT
03 APD \$****1020.29

100001 - 383000

In Payment Of
Property Damage Coverage

APR 28 2020

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO GENERAL INSURANCE CO
ONE GEICO CENTER
MACON, GA 31296-0001

Claimant: Dalton Police Department
Insured Name: Brandy Young
Feature Symbol & Amount
APD \$****1020.29

ONE-THOUSAND-TWENTY*AND*29/100*DOLLARS***

Pay to the Order of:
DALTON POLICE DEPARTMENT

Bank of America
South Portland, ME 04106
Claim Number: 0577878760101035
In Payment of: Property Damage Coverage

52-153
112 ME

NO. N 214688237

VOID AFTER 180 DAYS
Date: 04/24/2020

Amount:
\$****1,020.29

Mail To:
Dalton Police Department
301 Jones ST
Dalton Ga 30720-3462

Neal M. Craig

4000215/18/8/06UTU050U004Z

566215142 00002970 00000001/00000001 00003042/00010001

MEMO

TO: Mechelle Champion
Finance

FROM: Alethea Brown
Police Department

DATE: April 28, 2020

SUBJECT: GEICO – Insurance Claim Payment for Vehicle #03-16 Crash

Please deposit the attached \$1,020.29 check from GEICO General Insurance Co. This is payment for claim #0577878760101035 for accident report #C000701470-01 from the Georgia State Patrol involving our vehicle #03-16 driven by Matthew Locke. This money will need to be moved to our Criminal Investigations/Vehicle Expenses (~~141504/000130~~) line.

I have enclosed copies of the accident report and our invoice from Carstar South for \$1,198.02 for the repairs.

Please send a copy of the receipt.

Thank you.

CITY ADMINISTRATOR
JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@daltonga.gov
www.cityofdalton-ga.gov



MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

MEMORANDUM

TO: Cindy Jackson
FROM: Kim Witherow
CC: Jason Parker
RE: FY-2020 Administration Budget Amendment
DATE: May 8, 2020

Administration submits the following budget amendment request to cover a budget shortfall due to legal expenses related to the Service Delivery Strategy negotiations earlier this year. Please let me know if you have any questions. Thanks.

<u>Line Item</u>	<u>Change</u>
<u>Administration</u>	
Legal Fees 141100-000360	+30,000

Cindy Jackson

From: Gesse Cabrera
Sent: Friday, May 15, 2020 10:19 AM
To: Cindy Jackson
Cc: Bernadette Chattam
Subject: RE: COVID-19 Expenditures

Hi Cindy,

We would like to request the budget amendment below to cover up the expenses for food purchasing, in order to stimulate local businesses during COVID-19. Per Mayor David Pennington.

Let me know if you need any additional information!

Budget Amendment					
Clerk	Line Item	Org	Obj	Change	description
Misc	<i>meals</i>	141200	001990	\$637.00	add \$637.00
total					\$637.00

Budget Amndenmdent
15-May-20

*Amount
\$640*

Sincerely,

Gesse Cabrera, CMC | Deputy City Clerk
City Hall | Clerk's Office
300 W Waugh St | P.O Box 1205 | Dalton, GA 30722
P: 706-529-2490 | F: 706-529-2491

From: Cindy Jackson
Sent: Wednesday, May 6, 2020 2:04 PM
To: Gesse Cabrera <GCabrera@daltonga.gov>
Cc: Bernadette Chattam <BChattam@daltonga.gov>
Subject: RE: COVID-19 Expenditures

Hi Gesse – No, that’s not an eligible expense. You will need to submit a budget amendment. Thanks, Cindy

From: Gesse Cabrera
Sent: Wednesday, May 6, 2020 1:56 PM
To: Cindy Jackson <CJackson@daltonga.gov>
Cc: Bernadette Chattam <BChattam@daltonga.gov>
Subject: RE: COVID-19 Expenditures

Hi Cindy,

The mayor asked Bernadette to continue making food purchases to local businesses during COVID-19. Will these expenses qualify?



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/20/2020
Agenda Item: Authorization of Public Works Equipment Purchases
Department: Public Works
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes
Cost: \$266,270.84
Funding Source if Not in Budget To Be Determined

*Approved
H-D*

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

Public Works is requesting authorization to proceed with the purchase of the following two (2) units from the Sourcwell Cooperative Purchasing Contract:

1. **Knuckle Boom Grapple Loader Truck** – \$208,950.00 -- This will facilitate weekly bulky item pickup for residents as part of the Department's Sanitation operations.
2. **Toolcat Utility Work Machine** -- \$57,320.84 -- This will facilitate the Cemetery Sexton having an office at the West Hill Chapel. This unit will be stored at the Chapel to assist in cemetery maintenance operations.

See attached quotes for additional information.



Vacuum Truck Sales & Service

5423 Kauloosa Ave.
Tuscaloosa, AL 35405
Cell: 601-940-6012
Fax: 205-277-6189

Prepared for: City of Dalton GA
Mr. Doug Blaylock
DBlaylock@daltonga.gov
Dalton, GA

RE: Sourcewell Quote
Brush Hawg AWC-Model

Date: April 9, 2020
Quote #: 04092020PM

Standard features on the 2020 "All Weather" AWC-Model with the Freightliner M2 Crew Cab Chassis-Built Exclusively for Brush Hawg!

- Patented In-Cab Control System (U.S. Patent#10196098)
- Freightliner M2 Crew Cab Chassis-Built Exclusively for Brush Hawg
- Single Operator's Seat in Rear Cab Allowing Operator to Work Inside Truck Cab in a Safe and Comfortable Environment
- 18' STD Dump Body (42"-74"), 4" x Members on 12", 3/16" floor, 10 GA sides, 19 GA Side Post on 24", 3"x4" x 3/16" Top Tube, 1/4" Rear Post & (3) Front Post.
- Multiple Camera Systems for Maximum View Around Dump Body
- Boom over Height Light & Alarm
- Stabilizers Down Warning Light & Alarm
- Dual Upper Rear Doors/Tailgate Brake Lights
- Dual Upper Rear Doors/Tailgate Amber Strobing Lights
- Dual Front Bumper Strobing Lights
- Dual Boom-Mounted Work Lights
- Dual Curbside Under Body Work Lights
- 4 Corner Amber Strobing Lights to Rear Doors/Tailgate

Special Body Options Selected:

- ✓ Air/Electric over Hydraulic Joystick Controls in Rear Cab
- ✓ Single Surface Mount Strobing Light Under Rear of Dump Body
- ✓ Rear Vision Camera System on Drivers Dash for Backing Truck
- ✓ Dual Barn Doors In lieu of Single Tailgate
- ✓ Integrated Front of Body Toolbox with Dual Side Doors
- ✓ Roll-Rite Electric Tarp System

Brush Hawk AWC Model Package

<u>FOB:</u>	Dalton, GA
<u>Training Included:</u>	Training on site and as needed.
<u>Lead Time:</u>	This Stock Unit is Currently Available and Ready for Immediate Delivery. Stock Equipment is on a First Come Basis and Reserved with your PO.
<u>Delivery and PDI:</u>	\$ 1,500.00
<u>Brush Hawk AWC-Model:</u>	\$209,250.00
<u>Discount allowance for miles:</u>	\$ - 1,800.00
<u>Stock Unit: Soucewell Price:</u>	\$208,950.00

(Currently in stock and is available for immediate delivery)

Phillip Mechatto

VTSS Representative

Cell: 601-940-6012

Fax: 601-933-4653

Email: pmechatto@vtsales.net

Web: www.vtsales.net





Bobcat[®]
OF CHATTANOOGA

SALES • SERVICE • PARTS • RENTAL



4288 Bonny Oaks Drive
(Near Hwy 153 & Hwy 58)
Chattanooga, TN 37406
Phone (423) 698-4679
Fax (423) 698-5258

No. 12157

QUOTE

ORDER

SOLD TO:

City of Dalton

SHIP TO:

PHONE _____

SALESMAN'S NAME *Ryan 590*

DATE *4/13/2020*

QTY.	DESCRIPTION	ITEM NO.	SERIAL NO.	SALE PRICE
<i>1</i>	<i>New 5600 Tool Cat</i>			<i>\$44,859.36</i>
<i>1</i>	<i>7 Pin Attachment Control</i>			<i>\$ 198.24</i>
<i>1</i>	<i>Cab Enclosure Kit</i>			<i>\$4,085.76</i>
<i>1</i>	<i>Deluxe Road Package</i>			<i>\$1,950.48</i>
<i>1</i>	<i>High Flow kit</i>			<i>\$1,458.24</i>
<i>1</i>	<i>Power Bobtach</i>			<i>\$923.16</i>
<i>1</i>	<i>62" Combo Bucket</i>			<i>\$2,439.60</i>
	<i>Freight, Del, Fuel</i>			<i>\$1,406</i>

Financing Through

Months: _____ Interest Rate: _____ Estimated Payment: _____

Credit Pending: Yes _____ Approved: _____ Denied _____

Trade Information:

Make _____ Model _____ Year _____ Hours _____

Attachments: _____

Financed Through: _____ Unencumbered: _____

Warranty: Yes _____ No _____ Date: _____ Initial: _____ Special Pricing: _____

_____ Manufacturer's Standard Coverage _____

_____ Remaining Factory Balance _____

_____ 30 Day Engine/Driveline _____

NONE AS IS

SALE PRICE:

\$57,320.84

TRADE VALUE:

SUB TOTAL:

TAXES:

PAYOFF:

INSURANCE:

U.C.C. FEES:

CASH DOWN:

	<u>4 Months Budgeted</u>	<u>Actual</u>	<u>Excess</u>	<u>Budget Amend</u>
Project engineer (wages + benefits)	\$ 22,300.00	\$ -	\$ 22,300.00	(22,000.00)
Gas and oil:				
Unleaded \$2.50 per gallon (25,007 gal)	62,500.00	47,915.15	14,584.85	(14,000.00)
Diesel \$2.50 per gallon (21,858 gal)	54,645.00	35,445.81	19,199.19	(19,000.00)
Street lights	185,000.00	171,312.00	13,688.00	(42,000.00)
2 year average = \$501,000				
Annual budget = 556,580				

(97,000.00)
