



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 04, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [1.](#) General Aviation Appreciation Month - October 2021 - Andrew Wiersma, Airport Manager & Dalton Airport Authority Members

Minutes:

- [2.](#) Mayor and Council Minutes of September 20, 2021

New Business:

- [3.](#) Resolution 21-10 Recognizing Georgia Cities Week, October 3-9, 2021, And Encouraging All Residents to Support the Celebration and Corresponding Activities
- [4.](#) (3) New 2021 Alcohol Beverage Applications
- [5.](#) Engagement Letter with Investment Research & Advisory (IRA) Group for City of Dalton Retirement Plans
- [6.](#) Addendum to the Current Windstream Contract which Provides for an Upgrade of Existing DSL Internet Service to Fiber Internet Service at Dalton Municipal Airport
- [7.](#) Change Order 001 for 2021 LMIG Project with Northwest Georgia Paving, Inc - Deep Patching on College Drive
- [8.](#) Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services for Phase 2 Gateway Corridor Improvement Plan - Dug Gap Connector Road

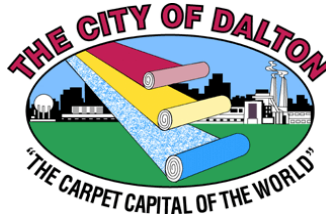
9. General Construction Agreement with Place Services, Inc. for City Hall Cupola Repairs
10. Resolution 21-11 Accepting Donation of Real Property and Dedication of Public Right-of-Way of Street to Be Named and Known as "Jack Bandy Way" by Hamilton Health Care System, Inc.
11. Resolution 21-12 Acceptance of Property Donation from KEB Group, LLC
12. Ordinance 21-19 Request of Maria Pajarito to annex property located at 1501 Hale Bowen Drive, a tract of land totaling .19 acres zoned Medium Density Single Family Residential (R-3) into the City of Dalton. Parcel (12-179-02-050)

Supplemental Business

Announcements

Adjournment

PROCLAMATION



General Aviation Appreciation Month October 2021

WHEREAS, Dalton, Georgia has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations, and community airports; and

WHEREAS, general aviation and the Dalton Municipal Airport have an immense economic impact on the City of Dalton; and

WHEREAS, according to the *2020 Georgia Statewide Airport Economic Impact Study*, general aviation contributes over \$1.94 billion annually to Georgia's economy and Dalton Municipal Airport contributes \$7.78 million annually to the State and Local economies; and

WHEREAS, general aviation not only supports Georgia's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, fire-fighting, and disaster relief.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim general aviation a vital, strategic asset and declare October 2021 as "**General Aviation Appreciation Month**" to promote future economic growth and our next generation of aviation professionals and pilots.

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

Mayor _____

Date October 4, 2021

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 20, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were, Mayor Pro-tem Annalee Harlan, Council members Tyree Goodlett, Gary Crews, City Administrator Andrew Parker and City Attorney Terry Miller. Mayor David Pennington was absent.

CALLED TO ORDER

The Mayor Pro-tem called the meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Crews, the Agenda dated September 20, 2021 was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of September 7, 2021. On the motion of Council member Crews, second Council member Goodlett, the minutes were approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

SECOND READING – ORDINANCE 21-18 – ARTICLE VI “FRANCHISE FEES

On the motion of Council member Crews, second Council member Goodlett, ordinance 21-18 An Ordinance to Make Technical Amendments to That Ordinance of The City of Dalton Adopting Article VI “Franchise Fees” of Chapter 118 “Utilities” of The Revised Code of the City of Dalton; To Provide an Effective Date; To Repeal Any Contrary Provisions Heretofore Adopted; To Provide for Severability; And for Other Purposes was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

TRAFFIC CONTROL CHANGE - ONE-WAY SOUTHBOUND FOR W HAMILTON ALLEY BETWEEN W CUYLER STREET & MORRIS STREET

Public Works Director Benny Dunn presented a Traffic Control Change for One-Way Southbound for W Hamilton Alley between W Cuyler Street & Morris Street. On the motion of Council member Goodlett, second Council member Crews, the Traffic Control Change was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

TRAFFIC CONTROL CHANGE - ONE-WAY WESTBOUND FOR RICHARDSON STREET BETWEEN JONES STREET AND TRAMMELL STREET

Public Works Director Benny Dunn presented a Traffic Control Change for One-Way Westbound for Richardson Street between Jones Street and Trammell Street. On the motion of Council member Goodlett, second Council member Crews, the Traffic Control Change was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

VIRTRU SUBSCRIPTION AGREEMENT FOR CITY EMAIL ENCRYPTION SERVICE

IT Director Jorge Paez presented a Subscription Agreement from Virtru for city email encryption in the amount of \$23,775 per year. On the motion of Council member Crews, second Council member Goodlett, the Agreement was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

RESOLUTION 21-08 - STAGGERED TERMS FOR CURRENT MEMBERS OF THE DEVELOPMENT AUTHORITY

City Attorney Terry Miller presented Resolution 21-08 To Provide Staggered Terms for Current Members of The Development Authority of The City of Dalton In Accordance with The Georgia Development Authorities Law. On the motion of Council member Crews, second Council member Goodlett, the Resolution was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

CROY ENGINEERING TASK ORDER #5 - DALTON MUNICIPAL AIRPORT

Airport Director Andrew Weirsma presented the Croy Engineering Task Order #5 Update of the Stormwater Pollution Prevention Plan (SWPPP) at Dalton Municipal Airport in the amount of \$11,032. On the motion of Council member Goodlett, second Council member Crews, the Task Order was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

RESOLUTION 21-09 - GPS GOLF CART UNITS FOR NOB NORTH GOLF COURSE

City Administrator Andrew Parker presented Resolution 21-09 authorizing the Negotiation, Execution, and Delivery of Lease No. 008- 0849118-300 Dated August 30, 2021 (the “Lease”), between City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and Prescribing other Details in Connection Therewith for 65 GPS Golf Cart Units for Nob North Golf Course. On the motion of Council member Crews, second Council member Goodlett, the Agreement was approved. Mayor Pro-tem Harlan, Council member Goodlett and Crews voted in favor.

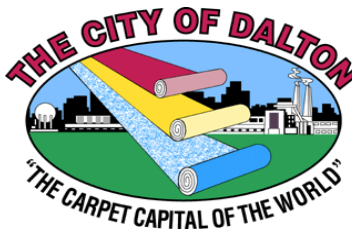
ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:18 p.m.

Bernadette Chattam
City Clerk

Annalee Harlan, Mayor Pro-tem

Recorded
Approved: _____
Posted: _____



Resolution 21-10

GEORGIA CITIES WEEK

October 3-9, 2021

A RESOLUTION OF THE CITY OF DALTON RECOGNIZING GEORGIA CITIES WEEK, OCTOBER 3-9, 2021, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACITIVITES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED that the City of Dalton hereby declares October 3-9, 2021 as Georgia Cities Week.

BE IT FURTHER RESOLVED that the City of Dalton encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Adopted by the City of Dalton, Georgia this _____ day of October, 2021.

Mayor

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 10/04/2021
Agenda Item: (3) Alcohol Beverage Applications
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:

(3) Alcohol Beverage Application recommendations by the Pubic Safety Commission at the September 28, 2021 regular called meeting.

2021 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY SEPTEMBER 28, 2021

M&C MONDAY OCTOBER 4, 2021

(3) 2021 ALCOHOL APPLICATIONS

1. Business Owner: Jilljay 1 Inc.
d/b/a: Dalton Beverages
Applicant: Rajan Patel
Business Address: 1007 South Thornton Ave
License Type: Package Beer, Package Wine, Package Liquor (Package Store)
Disposition: **New**

2. Business Owner: Tienda Tikal #2, LLC
d/b/a: Tienda Tikal #2
Applicant: Andres Juan Pascual
Business Address: 616 4th Avenue Suite 4 - 6
License Type: Pouring Beer (Restaurant | Convenience Store)
Disposition: **New**

3. Business Owner: Freya's Lounge Corp.
d/b/a: Freya's Lounge Corp.
Applicant: Rudy Aviles
Business Address: 303 East Morris St.
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: October 4, 2021

Agenda Item: Engagement Letter - IRA Group

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Yes

Cost: \$15,000 - \$30,000

Funding Source if Not in Budget General Fund

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

For services related to investment advisory services for the defined contribution plan. Total costs are to be split between the City and Dalton Utilities



Investment Research & Advisory Group, Inc.
1230 Peachtree Street
Suite 3800
Atlanta, Georgia 30309
(404) 760-3730
www.iragroup.com

September 9, 2021

City of Dalton
c/o Greg Batts
300 W Waugh St
Dalton, GA 30720

Re: Engagement for Advisory Services

Dear Mr. Batts:

The purpose of this engagement letter (this "Agreement") is to set forth the terms pursuant to which Investment Research & Advisory Group, Inc. ("IRA Group") will provide advisory services to the City of Dalton Mayor and Council (the "Committee") for, and in regard to, the City of Dalton 401(a) and 457(b) defined contribution retirement plans (the "Plans") which are sponsored and maintained by the City of Dalton (the "Plan Sponsor").

1. **Services.** During the Term of this Agreement (as described below), IRA Group will provide to the Committee the services described on Schedule A to this Agreement (the "Services").
2. **Fees.** In consideration for providing the Services, the Committee will pay to IRA Group the fees and other amounts described on Schedule B to this Agreement (the "Fees").
3. **Committee Status.** The Committee retains the authority to make all investment decisions under that Plan.
4. **Registered Investment Advisor Status.** IRA Group's provision to the Committee of investment advisory services requires that IRA Group at all times be registered as an investment adviser pursuant to the U.S. Investment Advisers Act of 1940, as amended (a "Registered Investment Advisor"). IRA Group hereby warrants that it is, and at all times during the term of this Agreement (as described below) will be, a Registered Investment Advisor. IRA Group has provided the Committee with a written copy of its Form ADV, Part 2 on file with the Securities and Exchange Commission ("SEC"), and will provide the Committee with any and all updates to its Form ADV, Part 2 promptly after such updates are filed with the SEC.
5. **Term.** The term of this Agreement (the "Term") will commence upon approval by the Committee. This Agreement will continue until terminated by either party by providing the other with 30 days' written notice. Notwithstanding the foregoing:
 - (a) If at any time during the term of this Agreement IRA Group ceases to maintain its status as a Registered Investment Advisor, it will immediately notify the Committee of this cessation, and this Agreement will terminate immediately.
 - (b) If either party breaches the terms of this Agreement in a material manner and the breach either (i) cannot be cured with reasonable effort, or (ii) is not cured within 10 days after the non-breaching party provides written notice of such breach to the other party, the non-breaching party may terminate this Agreement immediately upon written notice to the other party.
6. **Fee Disclosures.** At the reasonable request of the Committee, IRA Group agrees to provide the actual amount of fees paid by the Committee to IRA Group during any specified period.

7. **Additional Terms.** Additional terms and conditions of this Agreement are set forth on Schedule C to this Agreement. In addition, the parties agree that any unresolved dispute under this Agreement be resolved by mediation as provided in the “Dispute Resolution Provisions” set forth on Schedule D to this Agreement. If resolution cannot be reached, the parties agree that either may proceed with filing a lawsuit.
8. **Entire Agreement.** This Agreement (including any Schedules attached hereto and related securities disclosures) represents the entire understanding of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement.
9. **Controlling Law.** The laws of the State of Georgia will govern this Agreement. The parties agree that jurisdiction and venue shall be in the Superior Court of Whitfield County, Georgia.

By signing one original and returning it to my attention, the Committee acknowledges (i) its agreement with the terms of this Agreement, including but not limited to the Committee’s retention of IRA Group to provide the Services and the Committee’s approval of the Fees; and (ii) its receipt of IRA Group's Form ADV, Part 2A.

Sincerely,

Douglas B. Leeson
Principal

Reviewed and accepted by the Committee on this _____ day of _____, 2021.

Mayor, City of Dalton

SCHEDULE A
DESCRIPTION OF SERVICES

Core Services

(a) Committee Charter

IRA Group will assist the Committee with the development and adoption of a formal Committee Charter detailing the roles, responsibilities and fiduciary obligations of the designated Committee members. IRA Group will provide fiduciary training, as needed.

(b) Investment Policy

IRA Group will provide an Investment Policy draft for review and adoption by the Committee. This will include a review of the current Investment Policy and preparation of all components of the new policy, including: Statement of Purpose, Statement of Definition and Function, Statement of Policies and Restrictions, investment manager/fund selection and performance standards, investment evaluation and review criteria, and communication responsibilities.

(c) Investment Performance Monitoring and Advice

IRA Group will prepare an initial investment analysis and recommendation and provide ongoing investment performance monitoring services. These services will include quarterly investment manager/fund performance reviews detailing calendar year total returns, annualized total returns, comparative performance versus benchmark indices and similar investment managers/funds, fund rankings, risk/return analysis, subjective fund information and ad hoc reports as requested. IRA Group will advise the Committee on recommended changes to the investment offerings as appropriate. IRA Group will also analyze and benchmark the fees of the investment funds at least once per year and will advise the Committee in regard to the prudence of these expenses. Additionally, IRA Group will advise the Committee on recommended changes to the investment offerings on a regular basis. IRA Group will meet with the Committee to review and discuss the above analysis and other plan administrative issues as requested. If the Committee decides to replace one or more funds, IRA Group will perform a search for a replacement fund and provide to the Committee alternative recommendations for each fund.

(d) Model Portfolios

As requested, IRA Group will prepare risk-based and/or retirement year model portfolios using the individual funds available through the plan. This service is contingent upon the record keeper's ability to maintain portfolios on its platform.

(e) Benchmarking and Request for Information

IRA Group will benchmark the fees charged by the administrative service providers for the Plan(s), advising the Committee in regard to whether the fees remain reasonable. In addition, at such times as the Committee may request, IRA Group (i) will perform a formal Request for Information ("RFI") to review the competitive reasonableness of the fees and services performed by the administrative service providers for the Plan(s), (ii) will report the results to the Committee and make recommendations regarding those fees, and (iii) if requested by the Committee, will negotiate with the administrative service providers for them to provide lower, market-competitive fees.

(f) General Consulting

IRA Group will assist with plan design, legislative compliance, administrative service and fee negotiations, and coordination of internal and external administrative functions. IRA Group will lead and/or participate in administrative projects as requested, and will assist in overseeing the work of the administrative services provider.

(g) Meeting Minutes

IRA Group will prepare minutes of all Committee meetings for which it is a participant and submit them to the Committee for review and approval. IRA Group will maintain copies of all such meeting minutes.

(h) Online Fiduciary Center

Although it will not fulfill all of your recordkeeping requirements, IRA Group will provide the Committee with

access to its online Fiduciary Center, which archives historical plan-related information including plan documents, Committee Charter, Investment Policies, performance reports, meeting minutes and analytical reports.

(i) Employee Education

If needed, IRA Group will conduct up to four days of group meetings with employees annually. These meetings will encompass an educational overview of investment risk and return, portfolio management principles, asset allocation, rebalancing, and assistance with risk tolerance evaluation and portfolio construction. Additionally, IRA Group will be available to conduct individual, one-on-one meetings with interested employees on these topics. Group meetings are subject to a maximum of four per day. One-on-one meetings with plan participants are subject to a maximum of 10 meetings per day and are required to occur on the same days as group meetings. IRA Group will assist in creating and reviewing written participant communications as a part of its core service offering. IRA Group will also partner with the administrative service provider in creating an employee education strategy and overseeing implementation of that strategy.

(j) Evaluation of Asset Mapping

Upon selection of a new vendor, IRA Group will coordinate the analysis and presentation of asset mapping for any necessary investment option changes.

Supplemental Services

(a) Employee Education

If needed, IRA Group will conduct additional group meetings in excess of the four days annually with employees (as described under Core Services). These meetings will encompass an educational overview of investment risk and return, portfolio management principles, asset allocation, rebalancing, and assistance with risk tolerance evaluation and portfolio construction. Additionally, IRA Group will be available to conduct individual, one-on-one meetings with interested employees on these topics. Group meetings are subject to a maximum of four per day. One-on-one meetings with plan participants are subject to a maximum of 10 meetings per day and are required to occur on the same days as group meetings.

(b) Vendor Search

As requested, IRA Group will conduct a market search for a new recordkeeper and administrative service provider. This formal search process will include the development of a formal Request for Proposal and preparation of a comprehensive analysis of up to five separate providers suitable to your Plan's size and complexity. The evaluation will focus on the capabilities of the vendors in the applicable disciplines of recordkeeping, administration, investment management, fees, employee communications and market presence. The search project includes the organizing and conducting of the vendor finals presentations. The Committee, not IRA Group, has the authority and discretion to select any new vendors. Additionally, IRA Group will manage the transition process associated with the plan conversion and, as is helpful, with the development of written employee notification and communications.

SCHEDULE B
FEES

Core Services (Described on Schedule A)

City of Dalton 401(a) and 457(b) Retirement Plans	\$30,000 per annum (<i>\$15,000 credit 1st year</i>)
	First Year: \$15,000
	Thereafter: \$30,000

Supplemental Services (Described on Schedule A)

Employee meeting days in excess of four days annually	\$1,500 per day
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All applicable Fees described above on this Schedule B will be billed in arrears on a calendar quarter basis. For any partial calendar quarters during which the Services are provided, the applicable Fees will be prorated based on a daily proration.

In addition, the Committee will provide reimbursement for IRA Group's out-of-pocket expenses (at cost) incurred, which are outside of normal operational costs associated with providing the Services. Such expenses include, but are not limited to, reasonable costs for air travel, rental car, hotel accommodations, and meals. For those expenses to be eligible for reimbursement, IRA Group must obtain prior approval from the Committee for all such expenses incurred outside of normal operational costs.

While it is not anticipated that these fees will change in the immediate future, IRA Group reserves the right to amend the fees quoted for these specific services after October 1, 2024. IRA Group must provide at least 90 days' written notice of any proposed fee increase, and any such change to the fee structure must be approved by the Committee in writing prior to billing by IRA Group. Payment for all invoiced services is due within 30 days of receipt.

SCHEDULE C
ADDITIONAL TERMS AND CONDITIONS

- 1. Representations of the Company.** The Committee will keep IRA Group informed on a timely basis of the identity of all Committee members. Upon request, the Committee will provide IRA Group with the Plan and trust documents, the Plans Internal Revenue Service determination letter (if applicable), and such other documentation that IRA Group may reasonably request in connection with its obligations under this Agreement. In addition, the Committee will provide IRA Group with any amendments to such documentation that affects IRA Group's obligations, responsibilities or liabilities under this Agreement.
- 2. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such provision has not been included.
- 3. Delivery of Notices and Other Documents.** All reporting by IRA Group will be delivered in paper (hard copy) form, unless the Committee provides notice to IRA Group that such reporting may be delivered electronically to the email addresses provided by the Committee. All written notices referenced in this Agreement will be provided in paper (hard copy) form addressed to the Director of Human Resources (if to the Committee) and to Doug Leeson (if to IRA Group) at their respective offices; and will be deemed delivered upon receipt when sent via first class US mail, receipt certified or via hand or overnight delivery. Alternatively, all such notices may be delivered electronically to the email addresses provided by the receiving party and will be deemed delivered when sent, as long as such notices are also sent via first class US mail.
- 4. Confidentiality.** In performing the services under this agreement, IRA Group may be granted access and/or be exposed to confidential information of The City of Dalton, the Committee and/or the Plans, including, without limitation, trade secrets and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, payroll, or operations of the Company, its affiliates or their suppliers or customers, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). "Confidential Information" also will include any materials that IRA Group develops in connection with performing the Services. IRA Group agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Committee in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the services; provided, however, disclosure of Confidential Information will be permitted to the extent required by law or the order of any court or pursuant to any request or requirement of any governmental or regulatory authority, bank examiner or statutory auditor, or as may be required by the Georgia Open Records Act. If IRA Group notifies the Committee in advance of making any such disclosure IRA Group will notify the Committee immediately in the event it becomes aware of any loss or disclosure of any Confidential Information. IRA Group agrees that its obligations under it will survive the term or any termination of this agreement.

SCHEDULE D
DISPUTE RESOLUTION PROVISIONS

DISPUTE RESOLUTION

1. **Informal Resolution.** In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve that dispute by good faith discussions between designated representatives of the parties.

2. **Mediation.** In the event that any dispute arising out of or relating to this Agreement cannot be resolved through the good faith discussions of the parties' representatives, the parties agree to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party. The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: October 4th 2021

Agenda Item: Windstream Fiber

Department: Dalton Municipal Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$620 per month

Funding Source if Not in Budget CIP 2021 - Airport and I.T. Department

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

Addendum to the current contract with Windstream which provides for an upgrade of existing DSL internet service to Fiber internet service. Install costs will be covered by CIP funds already approved and service contract costs will be split between IT and Airport budgets.

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT (“Amendment”) effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the “Agreement”), by and between City of Dalton (“Customer”) and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer’s bill (“Windstream”).

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2340427, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

City of Dalton (Customer)	WINDSTREAM and its affiliates (Windstream)
_____	_____
SIGNATURE:	SIGNATURE:
_____	_____
AUTHORIZED REP. (PRINTED NAME):	AUTHORIZED REP. (PRINTED NAME):
_____	_____
TITLE:	TITLE:
_____	_____
DATE:	DATE:
_____	_____

Account Summary

Customer Name	City of Dalton
Quote #	2340427
Windstream Kinetic Representative	Anthony Billera
Contract Term Length	60 Months
Effective Date	September 14, 2021
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$620.00	\$0.00
Total	\$620.00	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This offer is voidable by Windstream if not signed and returned by 10/29/2021.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
CITY OF DALTON	\$620.00	\$0.00	\$0.00

Location Detail

Location Name	CITY OF DALTON	Account Number	67222388
Location Address	4483 AIRPORT Road , DALTON, GA 30721	Service Order Type	Upsell

Total One-Time Charges: \$0.00	Total Recurring Charges: \$620.00
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Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$600.00
DEDICATED INET BANDWIDTH-500M	1	Included	
Internet Service (500.0 Mbps)	1	Included	
STATIC IP BLOCK OF 8	1	\$20.00	\$20.00
		Total	\$620.00

ADDENDUM TO AGREEMENT

THIS ADDENDUM (“Addendum”) is entered into between Windstream and City of Dalton (“Customer”) and amends the Service Agreement identified by Quote Number 2340427 (“Agreement”) between Windstream and Customer (“Parties”).

The Agreement shall be deemed amended as follows:

Term. Notwithstanding anything to the contrary in the Agreement, Windstream and Customer hereby agree that the Term of the Agreement shall be twelve (12) months, with four (4) optional twelve (12) month Renewal Terms, not to exceed five (5) years as directed in O.C.G.A. 20-2-506.

Rate Increases. Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement Windstream will not increase Customer’s monthly recurring charges for the Services being provided under the Agreement (or, in the case of long-distance services, the per minute charge for the such services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

Auto-Renew. The second sentence in Section 1 of the Agreement (Term and Renewal) is replaced by the following: Upon expiration of the Term, this Agreement will automatically renew for successive month to month terms (each, a “Renewal Term”) at the rates in effect prior to expiration of initial Term for the first six (6) Renewal Terms, and thereafter at WIN’s then current monthly rates for the Services.”

Chronic Outages. The Windstream Data Products Service Level Agreement (“SLA”) of the Agreement is hereby revised to include the following new provision: "Customer shall have the right to terminate the Agreement as to a particular Service location only, in the event of any Chronic Service Quality Problem (as hereinafter defined) upon thirty days written notice to Company. As used herein, the term "Chronic Service Quality Problem" shall mean: any one Service Outage (as defined in the SLA) lasting more than 24 hours at a particular Service location or (ii) 3 (three) or more Service Outages at a particular Service location, with each Service Outage lasting at least thirty continuous minutes, in any 30-day period. For the purpose of applying this provision, Customer must document in writing (through the opening of a trouble ticket) or a general outage ticket number the Service Outage with Windstream as soon as Customer becomes aware of the problem. In the event of a Service location specific termination for a Chronic Service Quality Problem, Customer only shall be responsible for the payment of charges for the Service incurred prior to the termination date at the particular Service location.

The Agreement noted above and this Addendum constitutes the Parties’ entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

<p>City of Dalton (Customer)</p> <hr/> <p>AUTHORIZED REP. (PRINTED NAME):</p> <hr/> <p>SIGNATURE:</p> <hr/> <p>TITLE:</p> <hr/> <p>DATE:</p> <hr/>	<p>Windstream (and its affiliates)</p> <hr/> <p>AUTHORIZED REP. (PRINTED NAME):</p> <hr/> <p>SIGNATURE:</p> <hr/> <p>TITLE:</p> <hr/> <p>DATE:</p> <hr/>
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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 10/04/2021
Agenda Item: Change Order 001 for 2021 LMIG Project with Northwest Georgia Paving, Inc - Deep Patching on College Drive
Department: Public Works
Requested By: Megan Elliott
Reviewed/Approved by City Attorney? Yes
Cost: \$69,250.60 (unit pricing)
Funding Source if Not in Budget 2015 SPLOST

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

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to add supplemental work for the 2021 LMIG Milling and Resurfacing Project to include deep patching on College Drive.

See the attached Change Order Form, Contractor Proposal and Location Map for more information on the scope of work.

The Finance Department has created a charge account to fund this project.



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: 2021 LMIG Milling and Resurfacing Various City Streets

CONTRACTOR: Northwest Georgia Paving, Inc.

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to add supplemental work (i.e. College Drive deep patching) to the above referenced project at unit pricing as identified in Northwest Georgia Paving, Inc.'s proposal dated 09/23/2021.

Six (6) locations of 6-inch deep patching is included as part of this scope of work on College Drive from Tibbs Road to Mt Haven Drive in both lanes. The total estimate of deep patching is approximately 759 L.F.

The anticipated contract increase of \$69,250.60 and a summary of quantities correlating with this amount is shown on the attached proposal from Northwest Georgia Paving, Inc.

Additionally, specifications for how the work is to be completed is shown in the proposal.

No additional contract completion time was requested by contractor as part of this Change Order.

Contract completion date: **Tuesday, May 31, 2022**

BY:

Megan Elliott
Assistant Public Works Director

Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

Date: _____

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.co



Job Name: City of Dalton
Job Location: College DR
Proposal Dated: 9-23-21
Company:
Contact: Ms. Megan Elliott
Cell:
Office: 706-980-9708
Email: melliott@cityofdalton-ga.gov

Proposal

Description
Subtotal Description

Pay Item	Description	Pay Quantity	Unit	Unit Price	Total Price
150-1000	TRAFFIC CONTROL	1.00	LS	\$6,850.00	\$6,850.00
402-1802	PATCHING RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	260.00	TN	\$160.00	\$41,600.00
402-1802	PATCHING RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	130.00	TN	\$160.00	\$20,800.00
413-0750	TACK COAT	60.00	GL	\$0.01	\$0.60
					\$69,250.60

Work to Include the following Patching on College Drive Request for Additional Work

Mobilization to the Site
Traffic Control
Milling out and hauling off site 6" depth patches see attached drawing

Proposal Certification

NOTES:

- Work to be done during the daylight hours.
- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: Bryan S Roberts
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney’s fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____

1) 125 by 14

6) 65 by 14

2) 204 by 14

5) 50 by 14

3) 65 by 14

4) 250 by 14

Current Pavement Condition





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	10/04/2021
Agenda Item:	Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services for Phase 2 Gateway Corridor Improvement Plan - Dug Gap Connector Road
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes
Cost:	\$470,800.00 (Not To Exceed)
Funding Source if Not in Budget	2021 Bond Issue Project

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

This request is to approve the Professional Services Agreement with Goodwyn Mills Cawood (GMC) for design services for the Dug Gap Connector Road. A full civil site design package will be required to let this project to construction. The scope of the project includes providing surveying, permitting, new underground utility infrastructure, and associated design services to create a new streetscape two land road. See Attachment B for project map location.

The civil site design package will be completed by GMC at a cost not to exceed \$470,800.00. Please note that the Construction Inspection Fee and the Materials Testing Fee included in this proposal will not be accepted at this time.

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

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 4 day of October, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Goodwyn Mills Cawood (GMC), hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

a.) Construction Materials Testing: CONSULTANT shall provide Construction Materials Testing upon the written request of the CITY. The cost of said service shall be one percent (1%) of construction costs.

b.) Construction Administration: CONSULTANT shall provide construction administration services upon the written request of the City. The cost of said service shall be \$25,000.00

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

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before May 31, 2022.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 470,800.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

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

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

services;

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

- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Goodwyn Mills Cawood (GMC)
6120 Powers Ferry Road NW, Suite 350
Atlanta, GA 30339

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

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

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

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

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

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

21. **MISCELLANEOUS PROVISIONS:**

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

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

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

(d) **Complete Agreement; Amendments.** This Agreement constitutes the entire

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

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

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

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

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

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

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK



Goodwyn Mills Cawood

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Mr. Andrew Parker, PE
City Administrator
City of Dalton
P.O. Box 1205
300 West Waugh Street
Dalton, Georgia 30722

August 24, 2021

**RE: Professional Design Services for Phase 2 Gateway Corridor
Improvement Plan – Dug Gap Connector Road**

Dear Mr. Parker,

Goodwyn Mills Cawood, LLC. (GMC) is pleased to submit to the City of Dalton a proposal for Professional Design Services for roadway improvements to the new road extension from the Phase 1 Gateway Corridor Improvement Plan from Market Street through the current Outlet Store for a future new road (previously known as Alignment Option D and referred to in this proposal as Dug Gap Connector Road-see Attachment B for project map location).

Per your request, we are providing separately, fees for additional services to perform a Hydrologic and Hydraulic (H&H) Model of this project area and for GMC to perform on behalf of the City - full time construction inspection and material testing for these projects. The proposed scope of work for the H&H Study is included in Attachment A.

Outlined below is our understanding of the scope of work and required services.

Scope of Work

In general, this project includes providing surveying, permitting, new underground utility infrastructure (water, gas, sewer, fiber and power) and associated design services to create a new streetscape two lane road - see Attachment B for project map location). This scope of work is based on preliminary designs furnished to the City as described by the City as of this proposal. While the exact scope of work has yet to be determined, several assumptions regarding the project footprints have been asserted by GMC in order to establish a baseline for anticipated costs to complete the project.

- The City of Dalton will acquire all right of way and easements.
- GMC will perform SUE Level C utility locate.
- No irrigation design will be required.



- Bioswale and green initiatives will be utilized where feasible.
- The City of Dalton will pay for all permits.
- The City of Dalton will be responsible for future street and ped lighting and the associated design of such.
- All existing underground utilities may stay where located unless design avoidance requires adjustments. Any reasonable relocation will be coordinated with the City and utility companies as necessary.
- GMC will coordinate with overhead utilities for placing their facilities underground. GMC is not responsible of the design of these utilities being placed underground, nor any associated re-attachment of services to existing property owners. GMC will only be responsible for the design of the conduit system for which these utilities will utilize for placing their facilities underground.
- City of Dalton will furnish to GMC and its sub-consultants any data for utilities, storm water, GIS data, etc. to facilitate design.
- GMC will design the project with the understanding that local funding will be utilized. Should State or Federal funding be necessary, additional items of work related to the funding source(s) may be required. These additional items of work can be performed under an agreed upon contract amendment.
- GMC will perform all design in accordance with the latest GDOT and AASHTO standards unless specified by the City otherwise.
- On the City's behalf, GMC will submit applications for a U.S. Army Corps of Engineers permit and a GA EPD Buffer Variance as required for the construction of the project based on the total impacts to Waters of the US and state-mandated buffers. It is assumed that any impacts to Waters of the US will fall within the threshold of a USACOE Nationwide Permit. Should the nature of the work result in impacts beyond the threshold of a Nationwide Permit, the additional items of work required to permit the project under a USACOE Individual Permit can be performed under an agreed upon contract amendment.
- Any significant roadway alignment changes for the Dug Gap Connector Rd as shown in Attachment B due to right of way negotiations that occurs after 50% plan delivery to the City are subject to a change order request by GMC to the City at the time of requested change by the City.

Additional Services

At this time, we understand that the City is considering services from GMC to provide full-time construction inspection and material testing for these projects. If the City chooses to pursue these additional services, GMC will utilize the City's and GDOT's means and methods to assure quality control of the project while being constructed.



Scope of Services

See Attachment A

Project Delivery Schedule

GMC will deliver construction documents within 6 months after notice to proceed is given by the City for the project.

Fee

GMC’s fee for the performance of these services will be a fixed fee not to exceed for the project unless additional services are requested and authorized by the City. The fee breakdown is as follows:

Dug Gap Connector Road

Survey Cost (Field Work and Topo Drafting)	\$ 17,700.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 6,800.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 41,700.00
US Army Corps of Engineering Permitting	\$ 8,500.00
GA EPPD Buffer Variance	\$ 5,250.00

Construction Plans	\$300,190.00
- Roadway Streetscape Plans	
- Landscaping Plans	
- Underground Electrical and Communication Plans (Conduits Only)	
- Underground Water, Sewer and Gas Utility Plans	
- Erosion Control Plans & NPDES NOI	

Bidding Services	\$ 5,000.00
Project Manager	\$ 5,000.00

TOTAL: \$390,140.00

The City does not accept the items indicated in the red box below:

Construction Inspection Estimated Fee: 12% of construction cost *
Material Testing Estimated Fee: 3% construction cost *

* (See Attachment C for Estimated Construction Costs)

Additional Services for H&H Study and Flood Plain Modeling

Hydrologic and Hydraulic Model	\$ 69,160.00
Survey Cost for Hydraulic Study	\$ 11,500.00

Total: \$ 80,660.00

Project Estimated Construction Cost

We have included in Attachment C our estimated construction cost for the project for your reference as we understand the current scope of work.



Again, thank you for considering Goodwyn Mills Cawood, LLC. for this professional design services. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Jim Teel
Regional Vice President - Georgia

Attachments

C: File w/attach

APPROVED SIGNATURE FOR PHASE 2 GATEWAY CORRIDOR IMPROVEMENT
PLAN FOR DUG GAP CONNECTOR ROAD:

Authorized City of Dalton Official

Title

Date

Print Name



ATTACHMENT A

SCOPE OF SERVICES FOR THE CITY OF DALTON BY GOODWYN MILLS CAWOOD, LLC.

DUG GAP CONNECTOR ROAD EXTENSION

PROJECT KICK-OFF

Once selected, Goodwyn Mills Cawood, LLC. (GMC) shall begin the project with an initial kick-off meeting with the City and any other interested parties within 10 days of the notice to proceed to discuss project particulars related to the City's approved preliminary layout of the project limits. Following the meeting, GMC shall provide a detailed schedule along with pertinent milestones for all design and permitting phases of the project at the meeting.

TRAFFIC STUDY

GMC will utilize the traffic study dated August 24, 2020 that was conducted for the City's Gateway Corridor Plan for Walnut Ave.

SURVEY

GMC shall be responsible for establishing reference benchmarks, including temporary benchmarks, and base line identified on the construction drawings, along with marking and locating all easements and right of ways for the project.

The Survey shall utilize a coordinate system based on the Georgia State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey Foot definition.

GMC shall prepare all recordable plats covering properties in which public easements or rights-of-way to be acquired by the City for the project. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

Based upon the approved concept design, GMC shall perform the following surveying tasks:

- Conduct a property boundary survey to identify and map the existing City right of way along the anticipated project limits consisting of lines and corners of adjacent tracts of land as per existing plan research, deed descriptions, and existing ground markers/evidence. Work shall include at a minimum running a basic field traverse, review of existing record deeds and plats, calculations and analysis of all evidence found, establishment of lines, and preparation of survey plat(s) and legal descriptions in accordance with State standards for the City's use to acquire the property needed to construct the project. These plat(s) will be prepared in accordance with the City of Dalton Standards as directed by the City. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve final plat(s).



- Prepare a topographic survey encompassing the project limits for use in planning and engineering design for the project. All existing utilities within the project limits will be located and base mapping will be forwarded to each utility company for confirmation and preparation of plans for any relocations that may be necessary as a result of the project. All information received from the utility companies will be added to the topographic survey. An individual tree survey is not required however, limits of wooded areas shall be delineated. Known visible drainage and any other structures located within the project limits will also be included in the topographic survey.
- Prepare an existing base map plan depicting the existing and proposed road right of way that will be required to construct the project. The plan shall include all information collected as part of the boundary and topographic work described above. All data shall be formatted in layers and coordinated with the City of Dalton GIS Department so that multiple variations of base map information can easily be produced. The base map will be prepared in accordance with the City of Dalton format standards and State requirements. GMC shall anticipate up to 2 reviews and revisions in order to finalize the map.
- It is anticipated that up to fifteen (15) separate parcel plats will be required in order to obtain the necessary right-of-way for the construction of the project. The proposed right-of-way and any proposed easements shall be staked one time as part of this agreement.
- Environmental mapping for the project limits was performed under a separate agreement and is not a part of this proposal. Information from that work will be used for this project. Should it be determined that additional such services will be required, GMC shall provide a proposal for the additional work associated with same.

DESIGN SERVICES – ROADWAY, LANDSCAPE, GEOTECHNICAL AND EROSION CONTROL

Following the approval of the concept design and subsequent survey, GMC shall prepare construction plans for the proposed project. The plans shall be designed in accordance with all applicable City of Dalton, GDOT, AASHTO, and MUTCD design specifications and details for the development of the project. The draft plans shall be submitted to the City for review and comment when approximately 75% complete. As part of the 75% review the City shall approve the proposed project footprint at which time GMC shall begin the necessary survey and preparation of right of way plats as described above. Consultant shall prepare a complete set of contract documents and specifications suitable for bidding purposes for the project. Final plans along with the necessary right of way plats shall be provided for review and final approval. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve the plans.

- GMC will perform a sufficient number of borings to prepare a corresponding report of findings/pavement design recommendations to be utilized in the



project. The report shall include the laboratory tests of the soil samples as well as a soils survey report prepared by registered Georgia Professional Engineer.

- GMC will conduct a visual only building structural review and provide a report of findings of the Outlet Store facilities within 100 feet (north and south) of the new access road through the building opening. This is for reference only, no engineering analysis, no interior or foundation assessment of the buildings will be conducted.
- GMC shall perform an analysis of all onsite drainage and design the necessary structures and piping to convey storm water through the project limits. Evaluation of offsite drainage is not required except to the extent necessary to ensure that adequate capacity is provided within the project limits to handle the anticipated flows.
- GMC has reviewed the project site and determined that wetlands are present within the limits of the project. GMC shall incorporate this information into the proposed project.
- A quantity take-off and construction cost estimate at both the 75% and final plan review phases shall be prepared and submitted for review.
- Technical specifications for the project shall be prepared in accordance with the latest City and GDOT specifications and guidelines. The contract for the project shall follow the City's guidelines at the direction of the City Engineer.

The construction plans (at a suitable scale) shall contain at a minimum the following:

- Cover Sheet with location plan and project information.
- General Notes Sheet
- Existing Conditions representing utilities, boundary and topographic survey.
- Layout and Staking Plan Sheets.
- Plan and Profile Plan Sheets.
- Utility Placement/Relocation Plan Sheets, if necessary.
- Special Grading Plan Sheets.
- Cross Sections Sheets at 50 foot intervals along each roadway
- Pavement Markings and Signing Plan Sheets.
- Landscaping Plan and Detail Sheets
- Staging Plan Sheets showing work areas and a narrative of the plan.
- Erosion, Sediment & Pollution Control Plan. Plans shall be suitable for submission to outside agencies as needed for permitting purposes.
- Construction Details Sheets including standard GDOT details along with typical sections and special details as necessary for the project.



PERMITS

GMC shall prepare and submit all required and necessary plans and documents to the proper agencies and obtain all necessary permits before construction. The City shall be responsible for the payment of all associated fees. GMC shall be responsible to respond to all inquiries/comments from the outside permitting agencies and to make the appropriate revisions to the plans as required. The City shall assist where necessary. Permitting shall include the following:

- Soil Erosion Sediment Control Permit in compliance with the requirements of the Permit to Discharge Storm Water Associated with Construction Activity including the preparation of a Comprehensive Monitoring Plan. GMC shall provide the necessary 7 day compliance letter.
- NPDES NOI to the State including a certification that the ES&PCP has been prepared in accordance with the General Permit.
- U.S. ARMY CORPS OF ENGINEERS PERMITTING
It is currently anticipated that the development of the proposed site will minimize impacts in order to meet the requirements for coverage under a Nationwide Permit (NWP). Below is a summary of the scope of work that will take place to obtain verification that the activities are covered by a NWP:
 - Preparation of the Preconstruction Notification (PCN) for coverage under a NWP.
 - Completion of the Savannah District Standard Operating Procedure (SOP) impact sheet to determine the required stream and wetland mitigation for the project, if necessary.
 - Preliminary review of resources under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO).
 - Present mitigation options to meet the requirements of compensatory mitigation for the project.
 - The cost for this project is based on impacts that fall within the limits of a USACE Nation Wide Permit. If the impacts for wetland or stream exceed the NWP limits and a USACE Individual permit is required or if additional surveys are requested by regulatory agencies, a separate cost proposal will be prepared. These assumptions are based on the project being constructed using local funding, if the project designs are elevated to require GDOT funding sources, state requirements would necessitate additional environmental assessment and National Policy Act (NEPA) documentation. If this occurs a separate cost proposal will be prepared.
- GA EPD BUFFER VARIANCE
The proposed project will require a variance for land disturbing activities within the state-mandated buffer from the EPD, per the Erosion and



Sedimentation Act of 1975, as amended. Below is a summary of the scope of work that will take place to obtain the buffer variance:

- Providing documentation that the activity meets the requirements to qualify for a buffer variance.
- Preparation of the Buffer Variance application.
- Necessary revisions or changes based on EPD comments.

UTILITY DESIGN SERVICES – WATER, SEWER, GAS, POWER & COMM

GMC will perform preliminary and final design with plans for new and/or relocated utilities along the proposed Dug Gap Road Extension and at its intersection with Shields Road. It does not include the design for utility relocations due to conflicts or for placing overhead utilities underground. Dalton Utilities is responsible for installing all new wiring, utility boxes, light fixtures, etc. Dalton Utilities will provide all material specifics and shop drawings to aid in the design layout for the new and/or relocated utilities. The project includes:

- Layout Design of new 2,000 L.F. of 8” PC 350 DIP water main, including new valves, fire hydrants, accessories and customer service connections.
- Layout Design of new 2,000 L.F. of 8” SDR 26 PVC gravity sewer, manholes with frame and covers.
- Layout Design of new 2,000 L.F. of 2” low-pressure gas main.
- Layout Design of new Electrical & Communication conduit duct bank for future underground power and communication services.
- Utility Plans will include construction documents, construction cost estimate, bid schedule, technical specifications, and construction drawings to be incorporated into the proposed project(s).
- This proposal is based on the assumption that the required Utility work will be included in the Roadway Construction Project. Any deviation from this plan may require GMC to perform additional work that would be paid for as Additional services as described below.

BID PHASE SERVICES

- Prepare bid advertisement to be submitted by the City for soliciting bids for the project.
- Prepare all contract documents and assemble bid package for the project.
- Conduct one pre-bid meeting with sign-in sheet, prepare meeting memorandum and distribute to all attendees for the project.
- Respond to all contractor inquiries.
- Conduct bid opening meeting and prepare bid tabulation along with recommendation of award for the project.



HYDROLOGIC AND HYDRAULIC MODELING

GMC will develop a Hydrologic and Hydraulic (H&H) model of the drainage system draining the vicinity of the proposed access road as well as a portion of Tar Creek. The purpose of this model will be to assess the hydrologic impacts of the proposed access road as well as identify opportunities for stormwater detention to reduce peak flows and improve drainage and stormwater impacts downstream along Tar Creek.

The drainage area that will be included in the model covers approximately 1.2 square miles generally located immediately southeast of the intersection of Interstate I-75 and Walnut Ave that includes a portion of Tar Creek and several of its tributaries Figure 1. The H&H model will serve several purposes including:

- Determine runoff volume for design of a regional detention facility that will also be utilized to satisfy pre- and post- construction runoff volumes of the new access road.
- Evaluate the potential to modify an existing pond behind the Christ Reformed Baptist Church on Dug Gap Road.
- Evaluate the potential to modify an existing, currently unused pond located directly behind the shopping complex off of Market Street.
- Evaluate potential drainage system improvements including detention upstream of the culvert at Dug Gap Road that passes drainage from along Mineral Springs Road.
- Determine impacts of the new access road and recommended drainage improvements on previously identified areas of concern along Tar Creek where severe erosion is occurring on adjacent properties (see Figure 1).

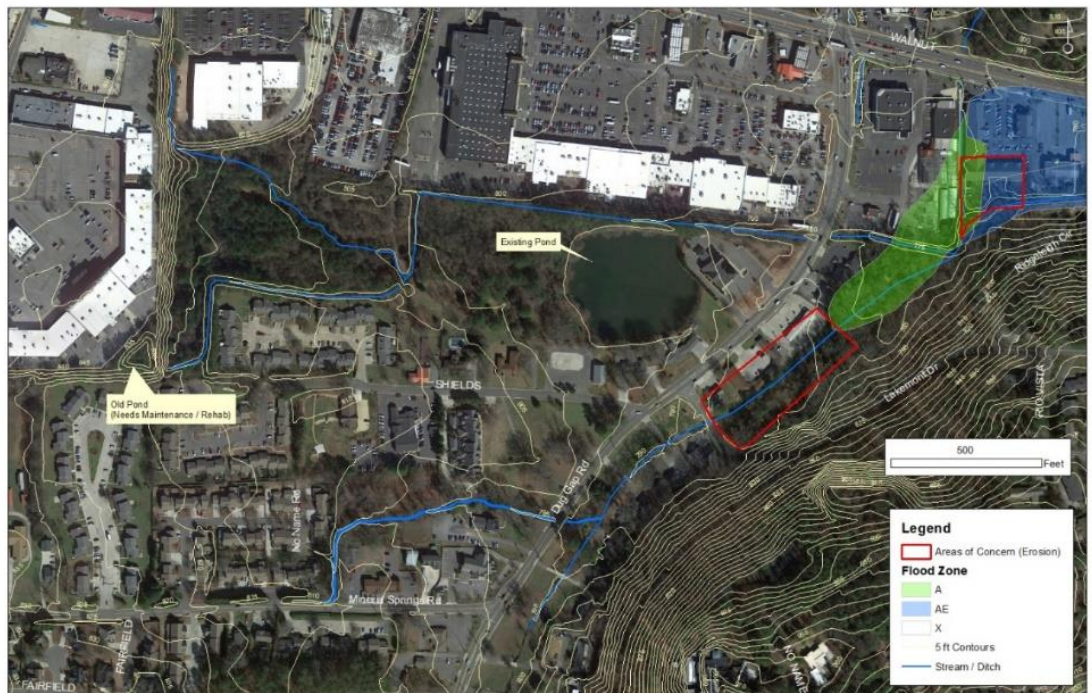


Figure 1: H&H Model Map



GMC will perform H&H modeling using Interconnected Channel and Pond Routing (ICPR) Model software developed by Streamline Technologies, Inc to model open channels and closed conduits within the drainage area identified above. Modeling will be performed as 1-dimensional (1-D), unsteady flow. Hydrologic modeling will be performed to calculate peak flows for the 1-, 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour storm events. Hydraulic modeling will be performed for drainage system components including representative stormwater pipes and nodes as well as the primary streams and drainage ditches within the study area.

The model will help provide runoff volume requirements for the design of a new detention pond utilized for the access road and its design will be included in the construction plans for the new road. The remaining objectives of the H&H model previously listed will be utilized to develop conceptual plans for recommended drainage system improvements. The concept plans will include an estimate of engineering and construction costs that will be presented to the City to decide how they would like to proceed.

NPDES MS4 Compliance Assistance: GMC will ensure that the design of the project meets NPDES MS4 Permit requirements. For the purposes of this proposal, GMC assumes that bioretention or other stormwater facilities sufficient to provide adequate treatment of stormwater runoff can be included as part of the road design within the Dug Gap Connector Road Project. If additional facilities are required, it will be an additional fee to site and design such stormwater facilities. The cost for this NPDES MS4 Compliance service is include with the H&H Modeling task.

ADDITIONAL SERVICES

GMC shall provide the additional construction services as requested by the City. The estimated fees/costs listed in the proposal are based on a percentage of the estimated construction cost. Once the projects proceed with design and a construction timeframe can be more accurately determined, these fees can be adjusted to reflect actual construction requirements.

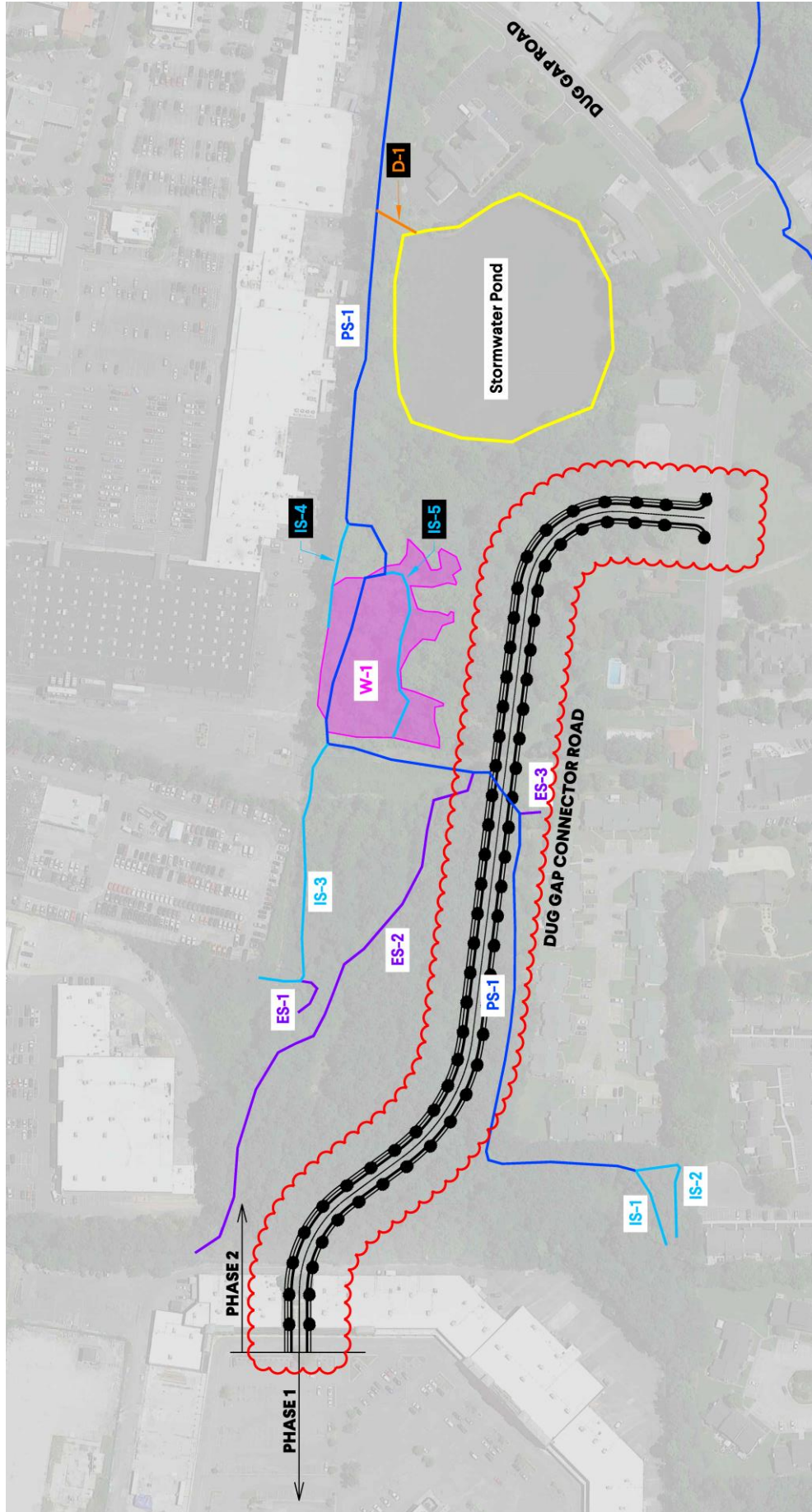
Construction Inspection

- Schedule and attend a pre-construction meeting, prepare meeting memorandum and distribute to all attendees.
- Review and approve material data, shop drawings, and construction schedules provided by the Contractor and sub-contractors.
- Provide construction inspection and monitoring to ascertain that the work is being done in substantial conformance with the contract documents.
- Review Contractor's pay request and prepare payment recommendation to the City.

Materials Testing

- Provide material testing and monitoring to ascertain that the work is being done in substantial conformance with the contract documents, plans and specifications.

ATTACHMENT B



ATTACHMENT C



SUMMARY OF ESTIMATED COST

PAGE 1

LOCATION: DALTON, GA
 ALTERNATE NO.: ESTIMATE #5a - Dug Gap Connector Road
 WORK DESCRIPTION: 2-LANE ROADWAY WITH C&G
 DATE PREPARED: 07/12/21

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
UNCLASSIFIED EXCAV.	CY	5,000	10.00	50,000
BORROW EXCAVATION	CY	75,000	15.00	1,125,000
MAJOR DRAINAGE				
18" - 30" PIPE	LF	1,800	75.00	135,000
36" - 54" PIPE	LF	560	120.00	67,200
60" - 72" PIPE	LF	0	0.00	0
BOX CULV'T CONC.	CY	0	0.00	0
STEEL REINF.	LB	0	0.00	0
CURB INLETS / JUNCTION BOXES	EA	16	5000.00	80,000
BASE AND PAVEMENT - HIGH VOLUME				
TRAVELWAY (2 LANE SECTION)	SY	5,700	65.00	370,500
SHOULDERS (5 FT GRADED/ BEHIND C&G)	SY	2,400	7.50	18,000
CONC. CURB & GUTTER	LF	4,300	40.00	172,000
CONC. SIDEWALK (1 SIDE)	SY	1,200	100.00	120,000
LANDSCAPE IMPROVEMENTS	LS	1	215000.00	215,000
ROADWAY CONSTRUCTION SUBTOTAL				\$2,352,700
CONTINGENCIES (20 PERCENT)				<u>\$470,540</u>
ROADWAY CONSTRUCTION TOTAL				\$2,823,240
<hr/>				
WATERLINE INSTALLATION	LF	2,000	90.00	180,000
SANITARY SEWER INSTALLATION	LF	2,000	90.00	180,000
NATURAL GAS PIPE INSTALLATION	LF	2,000	90.00	180,000
ELECTRICAL / COMMUNICATION UTILITY DUCT BANK	LF	2,000	250.00	500,000
NEW UTILITY INSTALLATION (WATER, SEWER GAS AND DUCK BANK)				\$1,040,000
CONTINGENCIES (20 PERCENT)				<u>\$208,000</u>
UTILITY CONSTRUCTION COST TOTAL				\$1,248,000
<hr/>				
MITIGATION COSTS (FOR ENVIRONMENTAL IMPACTS)				<u>\$50,000</u>
GRAND TOTAL				\$4,121,240

- (1) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO INSTALLING POWER & COMMUNICATION WIRING
- (2) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO THE INSTALLATION OF LIGHTING FIXTURES
- (3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHTS-OF-WAY OR EASEMENTS



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	10/04/2021
Agenda Item:	General Construction Agreement with Place Services, Inc. for City Hall Cupola Repairs
Department:	Administration
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	\$173,238.51
Funding Source if Not in Budget	Capital Improvement Plan

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

City Hall is experiencing roof leaks due to water intrusion from existing windows, trim and flashing around the cupola structures. This request is to approve the General Construction Agreement with Place Services, Inc. to address the repairs needed for the cupola structures, as well as prevent further damage.

The scope of this project consists of building scaffolding to access high roof, replace existing windows and trim around the cupola, and installing the proper flashing to stop water intrusion. Work on the interior of the building is also included in this scope of work to repair the damaged drywall to like new condition. Failure to make this repair will result in further damage to the interior components of the building and its furnishings.

This contract was developed using a pre-bid cooperative purchase agreement through Sourcewell/ Gordian. State Contract Number GA-A10-040820-PLA.

**CITY OF DALTON
CITY HALL CUPOLA REPAIRS**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 4th day of October, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **Place Services, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 300 West Waugh St., Dalton upon which the CITY operates The **Dalton City Hall**; and

WHEREAS, CITY desires to **repair the cupola structures on both building sections** 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 300 West Waugh St., Dalton, hereinafter "subject property".

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

Days: **20 Business Days**

Time of day: **7:00 AM to 7:00 PM**

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Dalton City Administrator. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Dalton City Administrator. The subject 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 subject property. The subject 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 subject 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 complete the project and perform the services specified in the scope of work, which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within 5 days of receiving **Notice to Proceed** by the CITY. (Notice to proceed shall be issued upon receipt of final material delivery.)

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project within 25 days of receiving **Notice to Proceed** by the CITY.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of **\$173,238.51** 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. CONTRACTOR shall notify the Dalton City Administrator prior to commencing work pursuant to a change order.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of **\$250.00** 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. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any

such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject 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 subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Dalton City Administrator;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.

- (e) That its employees or subcontractors are qualified and or certified to install the project materials, as described in the SCOPE OF WORK
- (f) to use the subject property in a safe, careful and lawful manner;
- (g) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (h) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (i) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (j) 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;
- (k) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (l) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (m) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (n) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (o) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (p) to keep the subject 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;
- (q) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;

- (r) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject 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, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal Subject property that may be at any time at the subject 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 Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. 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. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

- (1) Workers' Compensation statutory limits;

- (2) Employer's Liability:

- a. Bodily Injury by Accident - \$100,000.00

- b. Bodily Injury by Disease - \$500,000.00 policy limit

- c. Bodily Injury by Disease - \$100,000.00 each employee.

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00

limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. Contract Security – The Contractor shall furnish a Construction Performance and Payment Bond in an amount at least equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the total contract price as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and payment bond may be in one or in separate instruments in accordance with State and local law.

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

16. 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.

17. 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.

18. 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: Place Services, Inc.
201 Gateway Drive
Canton, GA 30115

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.

19. CONTRACT DOCUMENTS: The Agreement shall include the CONTRACTOR'S bid or proposal, WORK ORDER SIGNATURE DOCUMENT, detailed SCOPE OF WORK, and other documents supplied by the CONTRACTOR. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

20. 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.

21. 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 by providing written notice of termination. 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.

22. 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 4 –CONTRACTOR'S SCOPE OF WORK. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

23. 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.

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

Signatures Next Page

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

Date: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Date: _____

Attest: _____
CITY CLERK

Work Order Signature Document

EZIQC Contract No.: GA-A10-040820-PLA

New Work Order

Modify an Existing Work Order

Work Order Number: 091316.00

Work Order Date: 07/19/2021

Work Order Title: City of Dalton - City Hall Cupola Repair

Owner Name: City of Dalton

Contractor Name: Place Services, Inc.

Contact: Jason Parker

Contact: Ben Lusk

Phone: 706-278-9500

Phone: (678) 880-4777

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A10-040820-PLA.

Brief Work Order Description:

Repair of cupola on City Hall

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$173,238.51

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Ben Lusk
Place Services, Inc.
201 Gateway Drive
Canton, GA 30115
(678) 880-4777

From: Jason Parker
City of Dalton
Dalton, Ga 30720

706-278-9500

Date Printed: July 19, 2021

Work Order Number: 091316.00

Work Order Title: City of Dalton - City Hall Cupola Repair

Brief Scope: Repair of cupola on City Hall

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached Detailed Scope of Work (DSOW).

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: July 19, 2021
IQC Master Contract #: GA-A10-040820-PLA
Work Order Number: 091316.00
Owner PO #:
Work Order Title: City of Dalton - City Hall Cupola Repair
Contractor: Place Services, Inc.
Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

01 - General Requirements	\$143,842.66
06 - Wood, Plastic, and Composites	\$7,463.05
07 - Thermal & Moisture Protection	\$11,010.92
08 - Openings	\$8,768.36
09 - Finishes	\$1,936.25
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$217.27
Proposal Total	\$173,238.51

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: July 19, 2021
IQC Master Contract #: GA-A10-040820-PLA
Work Order Number: 091316.00
Owner PO #:
Work Order Title: City of Dalton - City Hall Cupola Repair
Contractor: Place Services, Inc.
Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,167.00
			Installation	Quantity 1,970.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,167.00	
				P&P Bonds at .01152%	
2	01 22 23 00 0036		MO	125' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$26,937.02
			Installation	Quantity 2.00 x Unit Price 10,840.72 x Factor 1.2424 = Total 26,937.02	
				150' Lift with jib for low cupola, and to get materials to high cupola	
3	01 22 23 00 0868		DAY	5,000 PSI Pressure Washer With Full-Time Operator	\$949.94
			Installation	Quantity 2.00 x Unit Price 382.30 x Factor 1.2424 = Total 949.94	
				One cupola per day	
4	01 22 23 00 0993		MO	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$14,569.58
			Installation	Quantity 1.00 x Unit Price 11,726.96 x Factor 1.2424 = Total 14,569.58	
				Lift for scaffolding erection/dismantling	
5	01 54 23 00 0014		CCF	Heavy Duty Masonry Scaffolding With Bracing Accessories - Area Based On 2' Wide Sections (CCF / Month)	\$45,645.90
			Installation	Quantity 515.00 x Unit Price 71.34 x Factor 1.2424 = Total 45,645.90	
				Set up scaffolding to repair cupola on top of city hall building	
6	01 54 23 00 0016		LF	Aluminum Stringers (LF / Month)	\$2,028.34
			Installation	Quantity 180.00 x Unit Price 9.07 x Factor 1.2424 = Total 2,028.34	
				Set up scaffolding to repair cupola on top of city hall building	
7	01 54 23 00 0017		EA	Screw Jack With U-Plate For Stringers (EA / Month)	\$1,775.08
			Installation	Quantity 125.00 x Unit Price 11.43 x Factor 1.2424 = Total 1,775.08	
				Set up scaffolding to repair cupola on top of city hall building	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091316.00
Work Order Title: City of Dalton - City Hall Cupola Repair

Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
01 - General Requirements							
8	01 54 23 00 0023		CCF	>80' Height Heavy Duty Scaffolding Initial Erection And Final Dismantling , Per CCF Of Scaffolding And Accessories.	\$39,976.95		
				Quantity	Unit Price	Factor	Total
			Installation	515.00 x	62.48 x	1.2424 =	39,976.95
				Set up scaffolding to repair cupola on top of city hall building			
9	01 54 23 00 0025		CSF	Netting for Exterior Building ScaffoldingIncludes removal after use.	\$6,029.12		
				Quantity	Unit Price	Factor	Total
			Installation	240.00 x	20.22 x	1.2424 =	6,029.12
				Safety netting			
10	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$3,241.92		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	652.35 x	1.2424 =	3,241.92
				Scaffolding and lifts			
11	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$521.81		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	420.00 x	1.2424 =	521.81
				For old windows and debris			
Subtotal for 01 - General Requirements					\$143,842.66		
06 - Wood, Plastic, and Composites							
12	06 11 16 00 0132		LF	2" x 6" Pressure Treated Wood Blocking To Wood	\$925.34		
				Quantity	Unit Price	Factor	Total
			Installation	196.00 x	3.80 x	1.2424 =	925.34
				Blocking to frame around window and fill gap outside			
13	06 11 16 00 0136		LF	2" x 4" Wood Blocking To Wood	\$287.34		
				Quantity	Unit Price	Factor	Total
			Installation	0.00 x	2.79 x	1.2424 =	0.00
			Demolition	196.00 x	1.18 x	1.2424 =	287.34
				Remove old			
14	06 16 33 00 0006		SF	3/4" Thick CDX Plywood Roof DeckingApplied to wood rafters.	\$3,217.92		
				Quantity	Unit Price	Factor	Total
			Installation	1,824.00 x	1.42 x	1.2424 =	3,217.92
				Plywood to protect roofing and span weight between joist			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091316.00
Work Order Title: City of Dalton - City Hall Cupola Repair

Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

06 - Wood, Plastic, and Composites

15	06 16 33 00 0012	SF		1/2" Interior BC Plywood Wall Sheathing Applied to wall studs.	\$1,910.71	
			Quantity	Unit Price	Factor	Total
			864.00	1.39	x	1,492.07
			864.00	0.39	x	418.64
						Lay out plywood to protect the landscaping best as possible and on roof for scaffolding to sit
16	06 65 00 00 0043	LF		1-1/4" x 2" Brick Mould, Plastic Molding	\$1,121.74	
			Quantity	Unit Price	Factor	Total
			198.00	3.60	x	885.58
			198.00	0.96	x	236.16
						Trim around windows

Subtotal for 06 - Wood, Plastic, and Composites \$7,463.05

07 - Thermal & Moisture Protection

17	07 26 13 00 0008	CLF		6" Wide Self Adhesive Butyl Sealing Tape	\$550.71	
			Quantity	Unit Price	Factor	Total
			4.64	95.53	x	550.71
						Seal around new windows before trimming
18	07 62 13 00 0009	SF		32 Ounce, 0.043" Thick, Copper Flashing And Trim	\$7,433.33	
			Quantity	Unit Price	Factor	Total
			224.00	26.71	x	7,433.33
						Flash base and head of all windows
19	07 62 13 00 0009 0077	MOD		For Wrap Around Window Panning, Add	\$1,689.27	
			Quantity	Unit Price	Factor	Total
			224.00	6.07	x	1,689.27
20	07 92 13 00 0006	CLF		3/8" x 1/2" Joint, Silicone Sealant And Caulking	\$1,164.77	
			Quantity	Unit Price	Factor	Total
			4.00	234.38	x	1,164.77
21	07 92 13 00 0006 0123	MOD		For 1 Part Mildew Resistant, Add	\$172.84	
			Quantity	Unit Price	Factor	Total
			4.00	34.78	x	172.84

Subtotal for 07 - Thermal & Moisture Protection \$11,010.92

08 - Openings

22	08 53 13 00 0250	EA		28" x 72", One Operating Sash, New Construction, Casement Vinyl Window (Silver Line 7550)	\$7,397.35	
			Quantity	Unit Price	Factor	Total
			16.00	340.04	x	6,759.45
			16.00	32.09	x	637.90
						Replace windows in both cupolas

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091316.00
Work Order Title: City of Dalton - City Hall Cupola Repair

Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
23	08 53 13 00 0250	0448	MOD	For Low-E Insulated Glass, Add	\$1,371.01
				Installation	
				Quantity	Unit Price
				16.00 x	68.97 x
					Factor =
					Total
					1,371.01
Subtotal for 08 - Openings					\$8,768.36
09 - Finishes					
24	09 29 10 00 0006		SF	5/8" Gypsum Board	\$9.24
				Installation	
				Quantity	Unit Price
				6.00 x	0.96 x
					Factor =
					Total
					7.16
				Demolition	
				Quantity	Unit Price
				6.00 x	0.28 x
					Factor =
					Total
					2.09
25	09 29 10 00 0006	0040	MOD	For Times When The Shortest Distance From Corner to Corner Is <3', Add	\$2.16
				Installation	
				Quantity	Unit Price
				6.00 x	0.29 x
					Factor =
					Total
					2.16
26	09 29 10 00 0006	0052	MOD	For Horizontal Installation >10' High, Add	\$2.16
				Installation	
				Quantity	Unit Price
				6.00 x	0.29 x
					Factor =
					Total
					2.16
27	09 29 10 00 0006	0054	MOD	For Up To 128, Add	\$2.31
				Installation	
				Quantity	Unit Price
				6.00 x	0.31 x
					Factor =
					Total
					2.31
28	09 29 10 00 0052		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board	\$161.51
				Installation	
				Quantity	Unit Price
				260.00 x	0.50 x
					Factor =
					Total
					161.51
				Refinish ceilings where damaged	
29	09 29 10 00 0052	0044	MOD	For >128 To 320, Add	\$38.76
				Installation	
				Quantity	Unit Price
				260.00 x	0.12 x
					Factor =
					Total
					38.76
30	09 29 10 00 0052	0049	MOD	For ASTM C840 Level 5 High Quality Finish, Add	\$119.52
				Installation	
				Quantity	Unit Price
				260.00 x	0.37 x
					Factor =
					Total
					119.52
31	09 91 13 00 0304		LF	Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$97.80
				Installation	
				Quantity	Unit Price
				96.00 x	0.82 x
					Factor =
					Total
					97.80
				Paint fascia and soffit around cupolas	
32	09 91 13 00 0304	0226	MOD	For Up To 100, Add	\$50.09
				Installation	
				Quantity	Unit Price
				96.00 x	0.42 x
					Factor =
					Total
					50.09
33	09 91 13 00 0308		SF	Paint Soffit, 2 Coats Paint, Brush/Roller Work	\$113.31
				Installation	
				Quantity	Unit Price
				96.00 x	0.95 x
					Factor =
					Total
					113.31
				Paint fascia and soffit around cupolas	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091316.00
Work Order Title: City of Dalton - City Hall Cupola Repair

Proposal Name: City of Dalton - City Hall Cupola Repair
Proposal Value: \$173,238.51

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
34	09 91 13 00 0308	0226	MOD	For Up To 100, Add	\$52.48
				Installation	
				Quantity	Total
				96.00 x	52.48
				Unit Price	
				0.44 x	
				Factor	
				1.2424 =	
35	09 91 23 00 0151		SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work	\$322.03
				Installation	
				Quantity	Total
				432.00 x	322.03
				Unit Price	
				0.60 x	
				Factor	
				1.2424 =	
36	09 91 23 00 0151	0264	MOD	For Oil Based Paint, Add	\$2.68
				Installation	
				Quantity	Total
				54.00 x	2.68
				Unit Price	
				0.04 x	
				Factor	
				1.2424 =	
				Only water damage areas	
37	09 91 23 00 0151	0274	MOD	For >250 To 500, Add	\$42.94
				Installation	
				Quantity	Total
				432.00 x	42.94
				Unit Price	
				0.08 x	
				Factor	
				1.2424 =	
38	09 91 23 00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work	\$651.39
				Installation	
				Quantity	Total
				490.00 x	651.39
				Unit Price	
				1.07 x	
				Factor	
				1.2424 =	
				Paint ceiling in lobby area where damaged by water	
39	09 91 23 00 0153	0274	MOD	For >250 To 500, Add	\$85.23
				Installation	
				Quantity	Total
				490.00 x	85.23
				Unit Price	
				0.14 x	
				Factor	
				1.2424 =	
40	09 91 43 00 0012		SF	Hand Wash Drywall Surfaces With Mild Detergent Or Degreaser (No Sanding, Repairing Or Scraping)	\$146.11
				Installation	
				Quantity	Total
				490.00 x	146.11
				Unit Price	
				0.24 x	
				Factor	
				1.2424 =	
41	09 91 43 00 0012	0318	MOD	For >250 To 500, Add	\$36.53
				Installation	
				Quantity	Total
				490.00 x	36.53
				Unit Price	
				0.06 x	
				Factor	
				1.2424 =	

Subtotal for 09 - Finishes **\$1,936.25**

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

42	23 34 16 00 0287		EA	110 CFM, Ceiling Mounted, Metal Intake Grille, Fire Rated, Heavy Duty/Continuous Operation Exhaust Fan (Broan® 110RDF)	\$217.27
				Installation	
				Quantity	Total
				1.00 x	190.83
				Unit Price	
				153.60 x	
				Factor	
				1.2424 =	
				Demolition	
				1.00 x	26.44
				Unit Price	
				21.28 x	
				Factor	
				1.2424 =	
				Replace exhaust fan inside cupola on high roof	

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) **\$217.27**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 091316.00

Work Order Title: City of Dalton - City Hall Cupola Repair

Proposal Total

\$173,238.51

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Dalton

Detailed Scope of Work

Print Date: July 19, 2021
Work Order Number: 091316.00
Work Order Title: City of Dalton - City Hall Cupola Repair
Contractor: GA-A10-040820-PLA - Place Services, Inc.
Brief Scope: Repair of cupola on City Hall

To: Ben Lusk Place Services, Inc. 201 Gateway Drive Canton, GA 30115 (678) 880-4777	From: Jason Parker City of Dalton Dalton, Ga 30720 706-278-9500
--	---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached Detailed Scope of Work (DSOW).

Owner _____ Date _____

Contractor _____ **Date** _____

City Hall Cupola Repair

SCOPE OF WORK

Summary Scope (July 16, 2021)

The project consists of; Building scaffold with plywood underneath protecting the roof on the high roof to the ground for bracing, replacing windows and trim around the cupola and properly flashing to stop water intrusion. For the cupola on the low roof, we will access it with a platform lift, replace windows and trim around the cupola and properly flashing to stop water intrusion around it as well. Interior work is to repair drywall to like new condition, prime and paint ceiling on third floor to match existing. One month of rental is included with the scaffolding.

1. Drawings and Specifications

Referenced and attached hereto;

- 1.1 Specifications created during walk thru 4/13/21 Revised per customers request 7/16/21.

2. Detailed Scope of Work

The Contractor shall perform all work as described below as specified on attached drawings:

2.1 Demolition

- 2.1.1 All demo materials as noted to be removed and disposed of off site
- 2.1.2 Demo existing windows and trim that is rotted/damaged

2.2 Windows

- 2.2.1 Replace 6 existing double 3060 casement windows with vinyl fixed sash inoperable windows between the two cupolas
- 2.2.2 Install one double 3060 operable vinyl casement window on the ridge side of *both* cupolas for access to the roof
- 2.2.3 Replace wood quarter round and fascia with PVC materials.

2.3 Drywall and Finishing

- 2.3.1 Remove tape in areas where it's damaged or loose, retape and finish to level five to blend with existing.
- 2.3.2 Areas where drywall is damaged (6sf) replace, tape and finish to level five to blend with existing.

2.4 Painting

- 2.4.1 All painting shall be from corner to corner of work areas
- 2.4.2 Prime water-stained areas where drywall is not damaged with Sherwin Williams Multi-Purpose Oil-Based Primer to prevent bleeding
- 2.4.3 All new gypsum finishing shall receive 1 coat SW ProMar 200 zero voc latex primer, all gypsum in work area will receive 2 coats of S.W. ProMar 200 flat Paint

3. Details that Apply to All Work Areas

- 3.1 Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.

City Hall Cupola Repair

SCOPE OF WORK

- 3.2 Contractor and all of their subcontractors will adhere to the security requirements of the facility
- 3.3 Contractor shall perform work, schedule deliveries and have access to areas of work during and after normal business hours as agreed upon.
- 3.4 Contractor shall work with administrators to coordinate around scheduling conflicts within the building
- 3.5 Contractor shall be responsible for all safety code compliance pertaining to their portion of work
- 3.6 Contractor shall maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris, rubbish, and waste material from the property of the Owner on a daily basis
- 3.7 All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
- 3.8 Contractor shall verify all new and existing conditions and dimensions at job site.
- 3.9 Contractor shall coordinate inspections as required.
- 3.10 Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
- 3.11 Contractor shall not be required to pay Davis Bacon wage rates

4. Warranty

- 4.1 Provide all extended manufacturers warranties to the owner prior to project closeout.
- 4.2 Twelve-month labor and workmanship warranty per eziQC master contract documents

5. Permitting:

- 5.1 At the time of issuance of a Purchase Order for this work, it is understood that permits are not to be purchased. If this changes, the Contractor will be responsible for obtaining such applicable fees and the Owner will be responsible for compensating the Contractor for permit fees as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog). At such time of requirement, a scope of work will be agreed upon and approved by all parties before start of additional work.

6. Submittals

- 6.1 The Contractor shall submit for Owner's approval the manufacturer's cut sheets for materials and equipment utilized for this project prior to commencing any work.

7. Project Schedule

- 7.1 Majority of work shall be completed during normal working hours 8:00 am –5:00 pm Monday thru Friday. Weekends when needed will be coordinated with the Owner at no additional cost. Total construction duration is expected to be 14 business days on site. Lead-time of material cannot be predicted at this time due to COVID 19 shutdowns and limited production.

City Hall Cupola Repair

SCOPE OF WORK

8. Clarifications

8.1 The following items are specifically excluded by Contractor and are not part of this agreement. If at any time during work a hazardous material or unknown condition is uncovered, work will cease until the appropriate scope of work is agreed upon and executed as a supplemental work order package or remedied by the Owner:

- 8.1.1 Any item not included in the specifications or plans.
- 8.1.2 Hazardous materials and/or testing not in this scope of work
- 8.1.3 Roofing repairs that may need to be made.

9. Owner Responsibilities

- 9.1 Coordinate any State/Local Fire Marshal approvals as necessary.
- 9.2 Provide access to the worksite during scheduled working hours.
- 9.3 Provide a staging area for project related materials.
- ~~9.4 ****Front entrance of building will not be accessible during construction on the high Cupola.****~~
- 9.5 Remove and reset light bollards for access with lifts

ME 10/1/2021

10. Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

- 10.1 EZIQC master contract document.
- 10.2 This Detailed Scope of Work.
- 10.3 Owner issued Contract Documents.
 - 10.3.1 Specifications, Drawings, and Sketches.
 - 10.3.2 Other documents referenced immediately above.

Front Entrance will be accessible during commencement of the work. The portico provides cover & protects the front entrance of the building. ME 10/1/2021



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	10/04/2021
Agenda Item:	Resolution to Accept and Dedicate Public Right of Way for Hamilton Connector Roadway (Jack Bandy Way)
Department:	Public Works
Requested By:	Megan Elliott
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:

The Hamilton Connector Roadway (Jack Bandy Way) has been constructed to City standards with the intentions to dedicate the street to the City of Dalton as Public Right of Way.

The Public Works Committee and the Public Works Department recommend that the City accepts the right of way with the following conditions:

- Hamilton Medical Center shall be responsible for the future installation and ongoing maintenance of the sod, landscaping and irrigation inside the limits of the City right of way at this location.

Please see the attached documents for more information related to this request.

**CITY OF DALTON
RESOLUTION
Resolution No. 21-11**

**RESOLUTION ACCEPTING DONATION OF REAL PROPERTY
AND DEDICATION OF PUBLIC RIGHT-OF-WAY OF STREET TO BE NAMED AND
KNOWN AS “JACK BANDY WAY” BY HAMILTON HEALTH CARE SYSTEM, INC.**

WHEREAS, Georgia Code O.C.G.A. §36-37-2 authorizes the City of Dalton to accept donations of real property; and

WHEREAS, Hamilton Health Care System, Inc., a Georgia non-profit corporation, (Owner) has offered to donate to the City a parcel or tract of real property located within the city limits of the City of Dalton and to dedicate said real property as public right-of-way; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to accept provisionally as provided in Section 102-162 of the 2001 Revised Code of Ordinances the donation of said real property and to dedicate said real property as public right-of-way;

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

THAT THE CITY hereby accepts pursuant to Section 102-162 the donation by Owner of the real property located within the City shown and described in Exhibit “A” attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED, that the right-of-way shall be named “Jack Bandy Way” in honor and memory of the late Burl Jackson Bandy, industrialist and philanthropist and son of this City, and shall constitute public right of way and is hereby accepted as a city street of the City of Dalton.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and the filing of the Dedication Of Public Right Of Way Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

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

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

EXHIBIT "A"

A tract or parcel of land lying and being in Land Lot 183 of the 12th District and 3rd Section of Whitfield County, Georgia and more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way of a newly constructed street to be designated "Jack Bandy Way" as shown on the hereinafter cited plat of survey with the westerly right of way of Elkwood Drive and thence proceed South 83 degrees 38 minutes 26 seconds West a distance of 57.15 feet to a point; thence on the southerly of the right of way of Jack Bandy Way with the arc of a curve whose arc and chord length are 14.33 feet on radius of 230.00 feet with chord bearing South 85 degrees 25 minutes 33 seconds West; thence continuing South 87 degrees 12 minutes 40 seconds West a distance of 180.56 feet to a point; thence on the southerly right of way of Jack Bandy Way with the arc of a curve whose arc length is 25.37 feet and chord length is 25.35 feet on radius of 170.00 feet with chord bearing of South 82 degrees 56 minutes 08 seconds West; thence South 78 degrees 39 minutes 36 seconds West a distance of 176.21 feet to a point; thence on the southerly right of way of Jack Bandy Way with the arc of a curve whose arc length is 50.48 feet and chord length is 50.38 feet on radius of 230.00 feet with chord bearing of South 84 degrees 56 minutes 50 seconds West; thence North 88 degrees 45 minutes 56 seconds West a distance of 81.04 feet to a point; thence South 46 degrees 16 minutes 26 seconds West a distance of 49.46 feet to a point on the easterly right of way of Broadrick Drive (a 60 foot right of way); thence North 01 degree 18 minutes 49 seconds East along the easterly right of way of Broadrick Drive (a 60 foot right of way) a distance of 130.00 feet to a point; thence South 43 degrees 43 minutes 34 seconds East a distance of 49.53 feet to a point; thence South 88 degrees 45 minutes 56 seconds East a distance of 80.86 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 37.31 feet and whose chord length is 37.23 on a radius of 170.00 feet with a chord bearing of North 84 degrees 56 minutes 50 seconds East to a point; thence North 78 degrees 39 minutes 36 seconds East a distance of 176.21 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 34.33 feet and whose chord length is 34.29 feet on a radius of 230.00 feet with a chord bearing of North 82 degrees 56 minutes 08 seconds East to a point; thence North 87 degrees 12 minutes 40 seconds East a distance of 180.56 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 10.59 feet and whose chord length is 10.59 feet on a radius of 170.00 feet with chord bearing of North 85 degrees 25 minutes 33 seconds East to a point; thence North 83 degrees 38 minutes 26 seconds East a distance of 57.04 feet to a point on the westerly right of way of Elkwood Drive; and thence South 06 degrees 27 minutes 57 seconds East a distance of 60 feet to the POINT OF BEGINNING.

Said tract or parcel of land being 0.88 acre as shown on the plat of survey for Royal Oaks Community dated September 28, 2021 and recorded in Plat Cabinet _____, Slide _____ of the Whitfield County, Georgia Deed Records.

After Recording,
Please Return to:

Terry L. Miller
City Attorney
City of Dalton
Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, GA 30722

DEDICATION OF PUBLIC RIGHT OF WAY

STATE OF GEORGIA,
WHITFIELD COUNTY

IN CONSIDERATION of the sum of Ten And No/100 (\$10.00) Dollars and other valuable consideration, **HAMILTON HEALTH CARE SYSTEM, INC**, a Georgia non-profit corporation, does hereby sell, transfer and convey unto the **CITY OF DALTON**, a Georgia municipal corporation, a tract or parcel of land which is described on Exhibit "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD said lands and appurtenances unto said Grantee(s), its transferees and assigns in fee simple. This property is conveyed subject to all zoning ordinances, easements, restrictions and covenants of record insofar as the same may lawfully affect the above-described property.

AND THE SAID Grantor shall warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever. The said Grantor hereby dedicates all of Grantor's interest in said tract or parcel of land to public use.

IN WITNESS WHEREOF, Grantor(s) has hereunto set their hands and affixed its seal,
this ____ day of _____, 20__.

HAMILTON HEALTH CARE SYSTEM, INC.

UNOFFICIAL WITNESS

Authorized Officer

Its:_____

Signed, sealed and delivered this
____ day of _____,
20__ in the presence of:

Authorized Officer

NOTARY PUBLIC

Its:_____

EXHIBIT "A"

A tract or parcel of land lying and being in Land Lot 183 of the 12th District and 3rd Section of Whitfield County, Georgia and more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way of a newly constructed street to be designated "Jack Bandy Way" as shown on the hereinafter cited plat of survey with the westerly right of way of Elkwood Drive and thence proceed South 83 degrees 38 minutes 26 seconds West a distance of 57.15 feet to a point; thence on the southerly of the right of way of Jack Bandy Way with the arc of a curve whose arc and chord length are 14.33 feet on radius of 230.00 feet with chord bearing South 85 degrees 25 minutes 33 seconds West; thence continuing South 87 degrees 12 minutes 40 seconds West a distance of 180.56 feet to a point; thence on the southerly right of way of Jack Bandy Way with the arc of a curve whose arc length is 25.37 feet and chord length is 25.35 feet on radius of 170.00 feet with chord bearing of South 82 degrees 56 minutes 08 seconds West; thence South 78 degrees 39 minutes 36 seconds West a distance of 176.21 feet to a point; thence on the southerly right of way of Jack Bandy Way with the arc of a curve whose arc length is 50.48 feet and chord length is 50.38 feet on radius of 230.00 feet with chord bearing of South 84 degrees 56 minutes 50 seconds West; thence North 88 degrees 45 minutes 56 seconds West a distance of 81.04 feet to a point; thence South 46 degrees 16 minutes 26 seconds West a distance of 49.46 feet to a point on the easterly right of way of Broadrick Drive (a 60 foot right of way); thence North 01 degree 18 minutes 49 seconds East along the easterly right of way of Broadrick Drive (a 60 foot right of way) a distance of 130.00 feet to a point; thence South 43 degrees 43 minutes 34 seconds East a distance of 49.53 feet to a point; thence South 88 degrees 45 minutes 56 seconds East a distance of 80.86 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 37.31 feet and whose chord length is 37.23 on a radius of 170.00 feet with a chord bearing of North 84 degrees 56 minutes 50 seconds East to a point; thence North 78 degrees 39 minutes 36 seconds East a distance of 176.21 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 34.33 feet and whose chord length is 34.29 feet on a radius of 230.00 feet with a chord bearing of North 82 degrees 56 minutes 08 seconds East to a point; thence North 87 degrees 12 minutes 40 seconds East a distance of 180.56 feet to a point; thence along the arc of a curve on the northerly right of way of Jack Bandy Way whose arc length is 10.59 feet and whose chord length is 10.59 feet on a radius of 170.00 feet with chord bearing of North 85 degrees 25 minutes 33 seconds East to a point; thence North 83 degrees 38 minutes 26 seconds East a distance of 57.04 feet to a point on the westerly right of way of Elkwood Drive; and thence South 06 degrees 27 minutes 57 seconds East a distance of 60 feet to the POINT OF BEGINNING.

Said tract or parcel of land being 0.88 acre as shown on the plat of survey for Royal Oaks Community dated September 28, 2021 and recorded in Plat Cabinet _____, Slide _____ of the Whitfield County, Georgia Deed Records.

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT

UTILITY NOTES

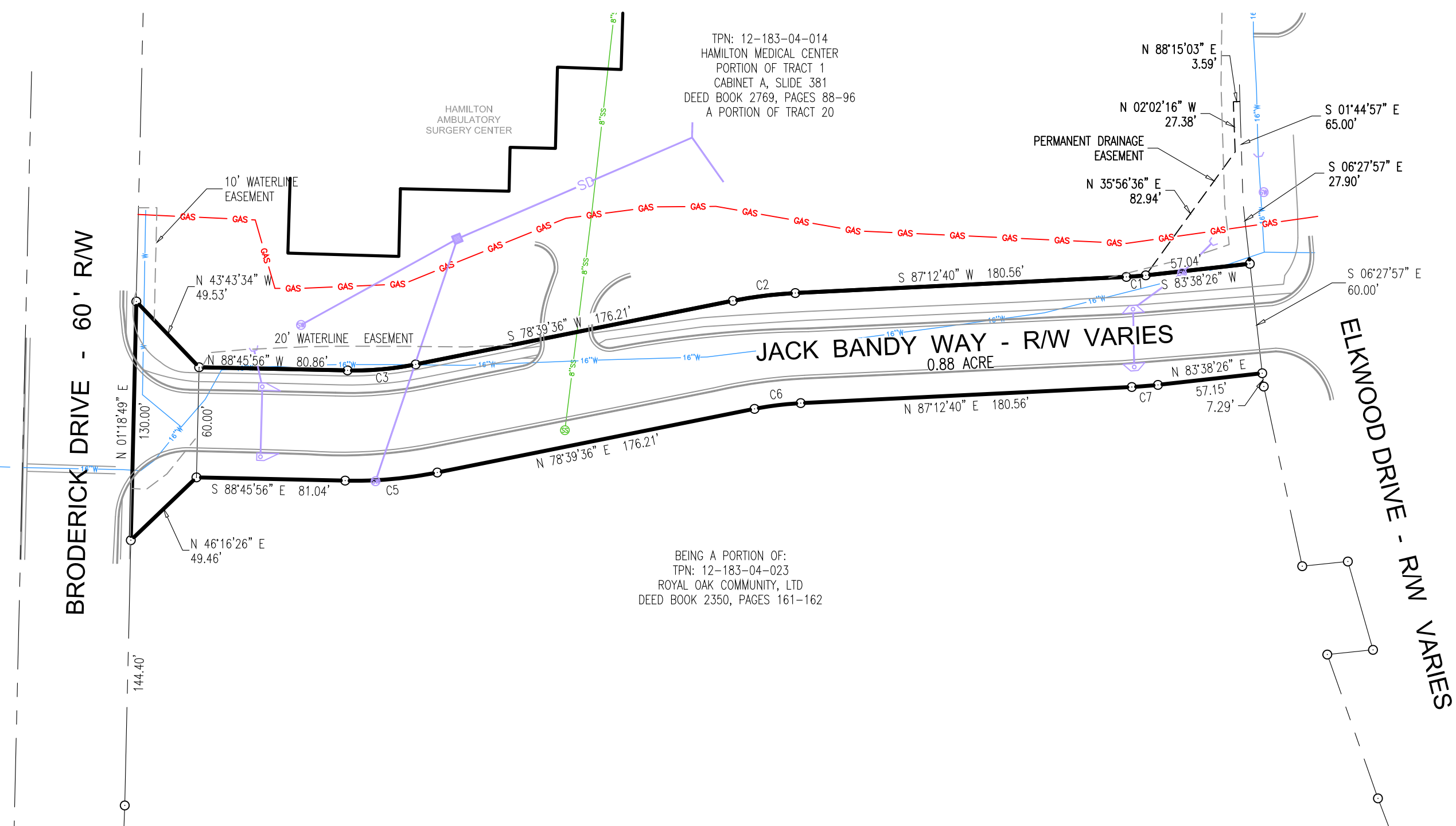
THE UNDERGROUND UTILITIES SHOWN ARE BASED ON LOCATIONS OF MARKINGS PROVIDED BY:

UTILITIES PROTECTION CENTER, INC.
ASBUILT INFORMATION PROVIDED BY CLIENT

Note to the client, insurer and lender - source information from plans and markings will be combined with observed evidence of utilities to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.



**Know what's below.
Call before you dig.**



*** CURVE TABLE ***

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	10.59'	170.00'	N 85°25'33" E	10.59'
C2	34.33'	230.00'	S 82°56'08" W	34.29'
C3	37.31'	170.00'	N 84°56'50" E	37.23'
C5	50.48'	230.00'	N 84°56'50" E	50.38'
C6	25.37'	170.00'	N 82°56'08" E	25.35'
C7	14.33'	230.00'	N 85°25'33" E	14.33'

GRID NORTH
GEORGIA WEST ZONE - NAD83

SURVEYORS CERTIFICATION

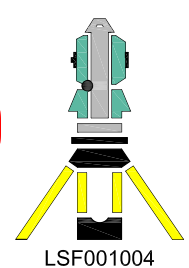
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Reference: Deed Book 2350, Page 161

September 28, 2021

H. Gregory Massey - PLS2760

Date:



**MASSEY
SURVEYING
INCORPORATED**

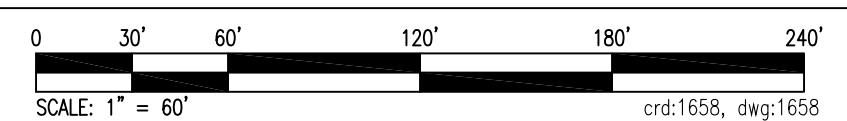
P.O. Box 2821
Calhoun, Georgia 30703
Phone: 706-629-0045
email: greg@masseysurveying.com
LSF001004
PROFESSIONAL LAND SURVEYING SERVICES

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 15,356 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES METHOD.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 237,442 FEET.
3. EQUIPMENT USED: SOKKIA TOTAL STATION WITH DATA COLLECTOR WAS USED TO OBTAIN ANGULAR AND DISTANCE MEASUREMENTS. TRIMBLE R-6, MODEL 4 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WERE OBTAINED BY USE OF THE REAL TIME NETWORK OPERATED BY eGPS SOLUTIONS.
4. ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.
5. MEASURING UNITS OF THIS SURVEY ARE IN U.S. FEET.
6. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY, RECORDED AND UNRECORDED.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES WERE OBTAINED FROM CLERK OF SUPERIOR COURT RECORDS AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.
9. ACCORDING TO THE "FIRM"(FLOOD INSURANCE RATE MAP) OF WHITFIELD COUNTY, GEORGIA, PANEL NO: 13313C0136D, DATED: SEPTEMBER 19, 2007. NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER GRAPHICAL PLOTTING.
10. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED O.C.G.A. 15-6-67 AS AMENDED BY HB1004(2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

RIGHT OF WAY PLAT FOR:

ROYAL OAKS COMMUNITY
LOCATED IN LAND LOT 183
12th DISTRICT, 3d SECTION
CITY OF DALTON
WHITFIELD COUNTY, GEORGIA



LEGEND

RBF	- REBAR FOUND	-X-	- FENCE LINE
CRBS	- CAPPED REBAR SET	PP	- POWER POLE
OTP	- OPEN TOP PIPE	R	- RADIUS
CTP	- CRIMPED TOP PIPE	CHD	- CHORD LENGTH
DB	- DEED BOOK	A	- ARC LENGTH
PB	- PLAT BOOK	R/W	- RIGHT OF WAY
PG	- PAGE	PL	- PROPERTY LINE
TPN	- TAX PARCEL NUMBER	CL	- CENTER LINE
MFP	- METAL FENCE POST	BL	- BUILDING LINE
CM	- CONCRETE MONUMENT	LL	- LAND LOT
-OHUL-	- OVERHEAD UTILITY LINE	LLL	- LAND LOT LINE

CRBS - CAPPED 1/2" REBAR SET WITH A ORANGE CAP BEARING - MASSEY LS2760 PLACED AT ALL CORNERS UNLESS NOTED OTHERWISE.

FIELDWORK DATE(S):
September 28, 2021

DATE OF PLAT:
September 28, 2021

DRAWN:
HGM

REVISION:

JOB NO:
1658



Danny Wright
Vice President, Support Services

Telephone: 706.272.6656
Electronic: dawright@hhcs.org

1200 Memorial Drive
Dalton, GA 30720
706.272.6000
HamiltonHealth.com

October 1, 2021

To whom it may concern:

As a condition to the Dedication of Public Right of Way for the Hamilton Connector Roadway (Jack Bandy Way), Hamilton Medical Center intends to retain the responsibility for the future installation and ongoing maintenance of all sodding, plantings and irrigation inside the limits of the Right of Way at this location.

Please feel free to reach out with any questions.

Regards,

A handwritten signature in blue ink that reads "Danny Wright V.P." in a cursive style.

Danny Wright
Vice President, Hamilton Medical Center



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/04/21

Agenda Item: Resolution for Acceptance of Property Donation from KEB Group, LLC

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Acceptance of Warranty Deed from KEB Group, LLC for property donation of Parcel 12-163-04-010 on Smith Industrial Boulevard adjacent to Broaddus-Durkan Soccer Complex.

**CITY OF DALTON
RESOLUTION
Resolution No. 21-12**

RESOLUTION ACCEPTING DONATION OF REAL PROPERTY OF KEB GROUP, LLC

WHEREAS, Georgia Code O.C.G.A. §36-37-2 authorizes the City of Dalton to accept donations of real property; and

WHEREAS, KEB GROUP, LLC, a Georgia limited liability company (Owner) has offered to donate to the City a parcel or tract of real property located within the city limits of the City of Dalton; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to accept the donation of said real property;

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

THAT THE CITY hereby accepts the donation by Owner of the real property located within the City and more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot No. 163 of the 12th District and 3rd Section of Whitfield County, Georgia and being designated as Tract No. 1 on plat of survey entitled "Survey For Boring & Boring," prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated February 12, 1996, of record in Plat Cabinet C, Slide 1338, Whitfield County, Georgia Land Records, said plat being incorporated herein by reference for a full and complete description of said Tract No. 1 which is shown on said plat to measure 1.00 acre.

BE IT FURTHER RESOLVED, that the acceptance of the subject property is without any conditions of its use and said property may be used by and on behalf of the City for any purpose as permitted by applicable law.

BE IT FURTHER RESOLVED, that should the City not hold the property for three (3) years it shall file with the Internal Revenue Service the IRS Form 8282 as required by law.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and recordation of the Warranty Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

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

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

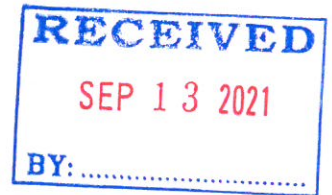
CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR



THE MINOR FIRM
Minor Firm. Major Results.



J. TOM MINOR, IV
706.712.5726 Direct
tminor@minorfirm.com

September 13, 2021

Mr. Andrew Parker
City Administrator
City of Dalton, Georgia
P.O. Box 1205
Dalton, GA 30722-1205

RE: KEB Group Donation

Dear Andrew:

As you know our Firm represents KEB Group, LLC who has agreed to donate the property it owns on Smith Industrial Boulevard. I understand that the City as agreed to the donation and accordingly you will find enclosed the original deed of conveyance to be delivered to the Mayor and Council for acceptance.

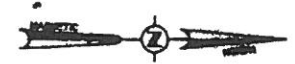
Assuming that the donation is accepted please sign the IRS donation form 8283 in Part V and return that to me as soon as you can.

Let me know if you have any questions.

The Minor Firm

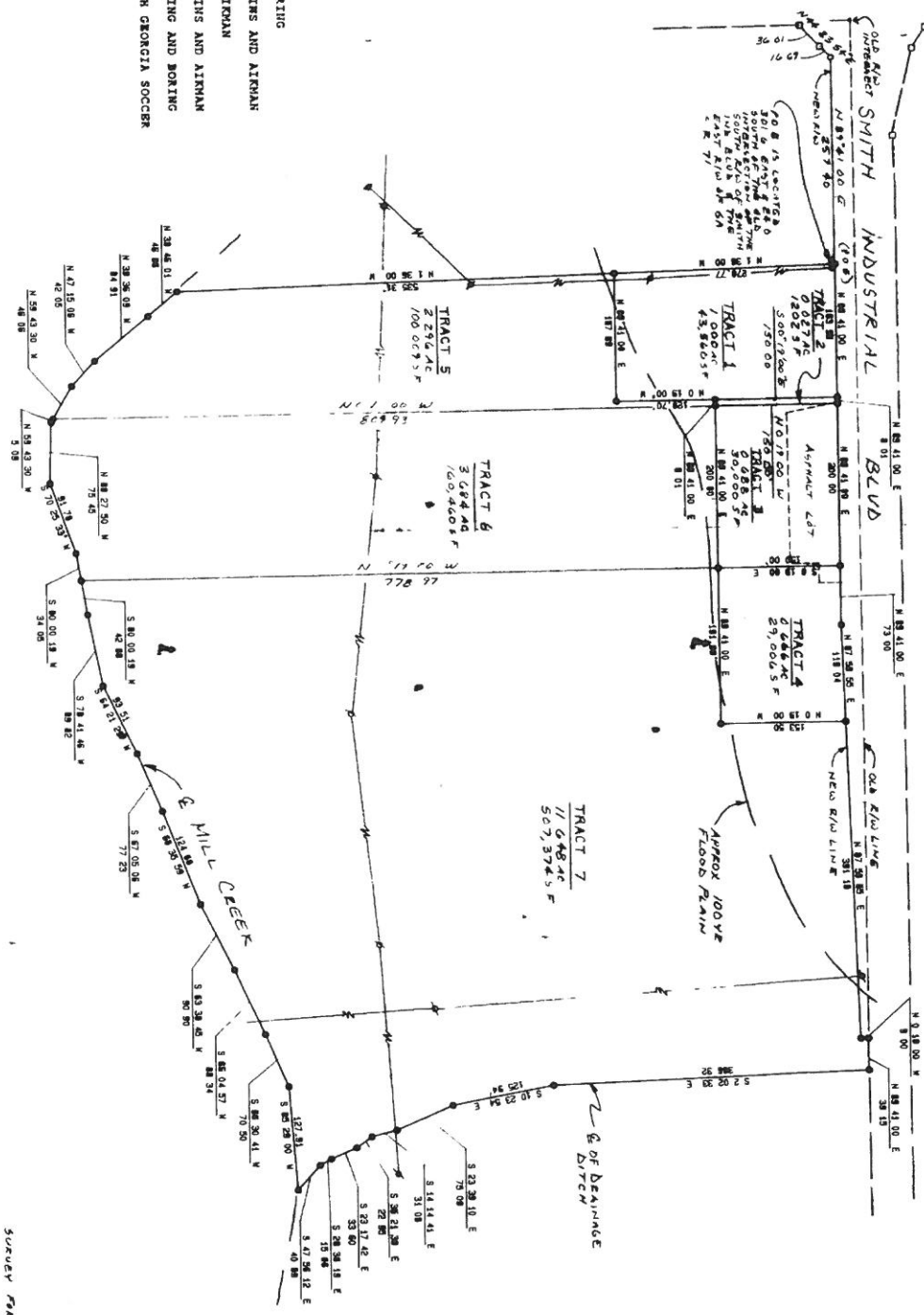
By _____
J. Tom Minor, IV

0-1338 - pin Alluvia - old.



FIELD RECORD
 DATE 3/14/76
 BY J. COOPER, GA

GA SR 71



- TRACT NOISE**
- 1 RETAINED BY BORING AND BORING
 - 2 BORING AND BORING TO COLLINS AND AIRMAN
 - 3 RETAINED BY COLLINS AND AIRMAN
 - 4 BORING AND BORING TO COLLINS AND AIRMAN
 - 5 COLLINS AND AIRMAN TO BORING AND BORING
 - 6 BORING AND BORING TO NORTH GEORGIA SOCCER



THE STATE ENGINEERING BOARD OF THE STATE OF GEORGIA
 HAS REVIEWED AND APPROVED THE SURVEY AND MAP
 HEREON FOR THE PURPOSES OF THE SURVEYING ACTS
 OF THE STATE OF GEORGIA, AND HAS ISSUED THIS
 CERTIFICATE OF APPROVAL TO THE SURVEYOR
 WHOSE NAME AND ADDRESS ARE SET FORTH
 HEREON. THIS CERTIFICATE IS VALID ONLY WHEN
 USED IN CONNECTION WITH THE SURVEY AND MAP
 HEREON AND IS NOT VALID FOR ANY OTHER
 PURPOSES.

SURVEY FOR
 BORING # BORING

Located in Land Lot 163
 22nd District, 3rd Section
 Whitfield County, Georgia

WHITFIELD ENGINEERING COMPANY
 318 North Thornton Avenue
 Dalton, Georgia 30720

(706) 278-7518
 Date: 02-12-76 Scale: 1" = 100'
 Drawn by: [Signature]

Noncash Charitable Contributions

OMB No. 1545-0074

▶ **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
▶ **Go to www.irs.gov/Form8283 for instructions and the latest information.**

Attachment Sequence No. **155**

Name(s) shown on your income tax return
LAUREAH INVESTMENTS LLLP D/B/A KEB GROUP LLC

Identifying number
80-0870175

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

A	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

- 2** Check the box that describes the type of property donated.
- | | | |
|--|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	1.00A Smith Industrial Park, Land Lot 163, District 1		355,000
B			
C			

A	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A	Various	Purchase				
B						
C						

Name(s) shown on your income tax return LAUREAH INVESTMENTS LLLP D/B/A KEB GROUP LLC Identifying number 80-0870175

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement.
b Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year (2) For any prior tax years
c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code
d For tangible property, enter the place where the property is located or kept
e Name of any person, other than the donee organization, having actual possession of the property

Table with 2 columns: Question (5a, 5b, 5c), Yes, No. 5a: Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 5b: Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? 5c: Is there a restriction limiting the donated property for a particular use?

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.
Dorothy Smith Dorning Shaw
Signature of taxpayer (donor) Date

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.
Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature Date 8/9/2021
Appraiser name Henry B Glascock Title Real Estate Appraiser
Business address (including room or suite no.) 402 Riverside Ave Identifying number 62-1311864
City or town, state, and ZIP code Chattanooga, TN 37405

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date
Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No
Name of charitable organization (donee) The City of Dalton Employer identification number 58-6000557
Address (number, street, and room or suite no.) PO Box 1205 City or town, state, and ZIP code Dalton, GA 30722-1205
Authorized signature Title Date

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 31st day of August, 2021, **KEB Group, LLC**, a Georgia limited liability company, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

The words "Grantor" and "Grantee" 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.

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 all of Grantor's undivided interest in and to all that parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

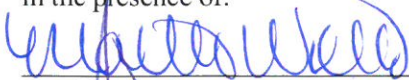
THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

GRANTOR AND GRANTEE acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

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:




Unofficial Witness

Notary Public

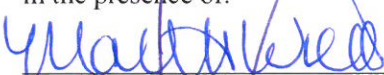
My commission expires:



KEB Group, LLC

By:  (Seal)
Dorothy Smith Boring Shaw, Manager

Signed, sealed and delivered
in the presence of:



Unofficial Witness

Notary Public

My commission expires:



KEB Group, LLC


By:  (Seal)
Leah Boring Hill, Manager

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 163 of the 12th District and 3rd Section of Whitfield County, Georgia and being designated as Tract No. 1 on plat of survey entitled "Survey for Boring & Boring," prepared by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated February 12, 1996, of record in Plat Cabinet C Slide 1338, Whitfield County, Georgia Land Records, said plat being incorporated herein by reference for a full and complete description of said Tract No. 1 which is shown on said plat to measure 1.00 acre.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/4/2021

Agenda Item: **The request of Maria Pajarito to annex property located at 1501 Hale Bowen Drive, Dalton, Georgia a tract of land totaling .19 acres zoned Medium Density Single Family Residential (R-3) into the City of Dalton, Georgia. Parcel (12-179-02-050) (City)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-19

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As R-3 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Maria Pajarito, has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 1501 Hale Bowen Drive and identified as Parcel No. 12-179-02-050; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

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

WHEREAS, the Owner is requesting the Property retain its current zoning under the Unified Zoning Ordinance;

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 September 27, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Board of Alderman of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

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

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Board of Aldermen find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter described are hereby annexed into the corporate limits of the City of Dalton:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 11 per plat of survey for Brian Spence, Spence Subdivision, Phase 1, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated April 6, 2017, and recorded June 22, 2017, in Plat Cabinet E, Slide 936, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description, together with an easement fifty feet in width for access, ingress and egress between said property and Frazier Avenue as show on plat recorded May 7, 2018, in Plat Book E, Page 1096, of said records, which plat is incorporated herein by reference for a complete description.

Subject Property Address: 1501 Hale Brown Drive, Dalton, GA 30721

Parcel ID: 12-179-02-050

Section 4.

The Property is to remain zoned as R-3 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 0.19 acre. No streets or roads are affected by this annexation.

Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, to the Georgia Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 7.

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.

Section 8.

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

Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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

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

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: September 28, 2021

SUBJECT: The request of Maria Pajarito to annex property located at 1501 Hale Bowen Drive, Dalton, Georgia a tract of land totaling .19 acres zoned Medium Density Single Family Residential (R-3) into the City of Dalton, Georgia. Parcel (12-179-02-050) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on September 27, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the proposed annexation into the City of Dalton. Calhoun stated that since the petitioner filed the request for annexation, they are not required to be present at the public hearing. There were no further questions for Calhoun. With no other comments heard for or against, this hearing closed at approximately 6:28pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed annexation. **David Pennington then made a motion to recommend the proposed annexation based on his agreement with the content of the staff analysis. Jody McClurg then seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE:

Maria Pajarito is seeking annexation of a parcel (#12-179-02-050) into The City of Dalton. located at 1501 Hale Bowen Drive within the Medium-Density Single-Family (R-3) zone district. Dalton’s current corporate boundary flanks the subject property on its western and northern boundaries.

The surrounding land uses and zoning are as follows: 1) To the north across Hale Bowen Drive, is an 80-acre tract of land containing Park Creek Elementary School, 2) to the east, is a 0.19-acre tract zoned R-3 that is developed nearly identical to the subject property, 3) to the south, is an undeveloped 4.9-acre tract of land zoned R-3 that is owned by the Humane Society of Northwest GA, 4) To the west across Frazier Drive, are two lots in single ownership that total approximately 0.9-acres that contain a single family detached dwelling. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad Sept. 10, 2021 (16 days notice) 2. Property posted Sept 8, 2021 (Yes – one sign on the lot frontage; 18 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?			<u>X</u>
D. The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements			<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>

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.

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-3 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton.

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

No impact is expected if this annexation is approved.

(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.

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is within a small county island within the City of Dalton.

(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.

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by the choice of the property owner to be annexed.

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

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities or services for this area.

(F) Whether the property sought to be 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 subject property is within the Town Neighborhood Revitalization character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property.

(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.

This request, if approved, would shrink an existing unincorporated county island within the City of Dalton.

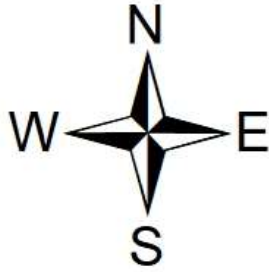
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

CONCLUSION: The staff recommendation is that the subject property is well-suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of most properties in the vicinity. The approval of this petition will further shrink a county island within the City of Dalton.

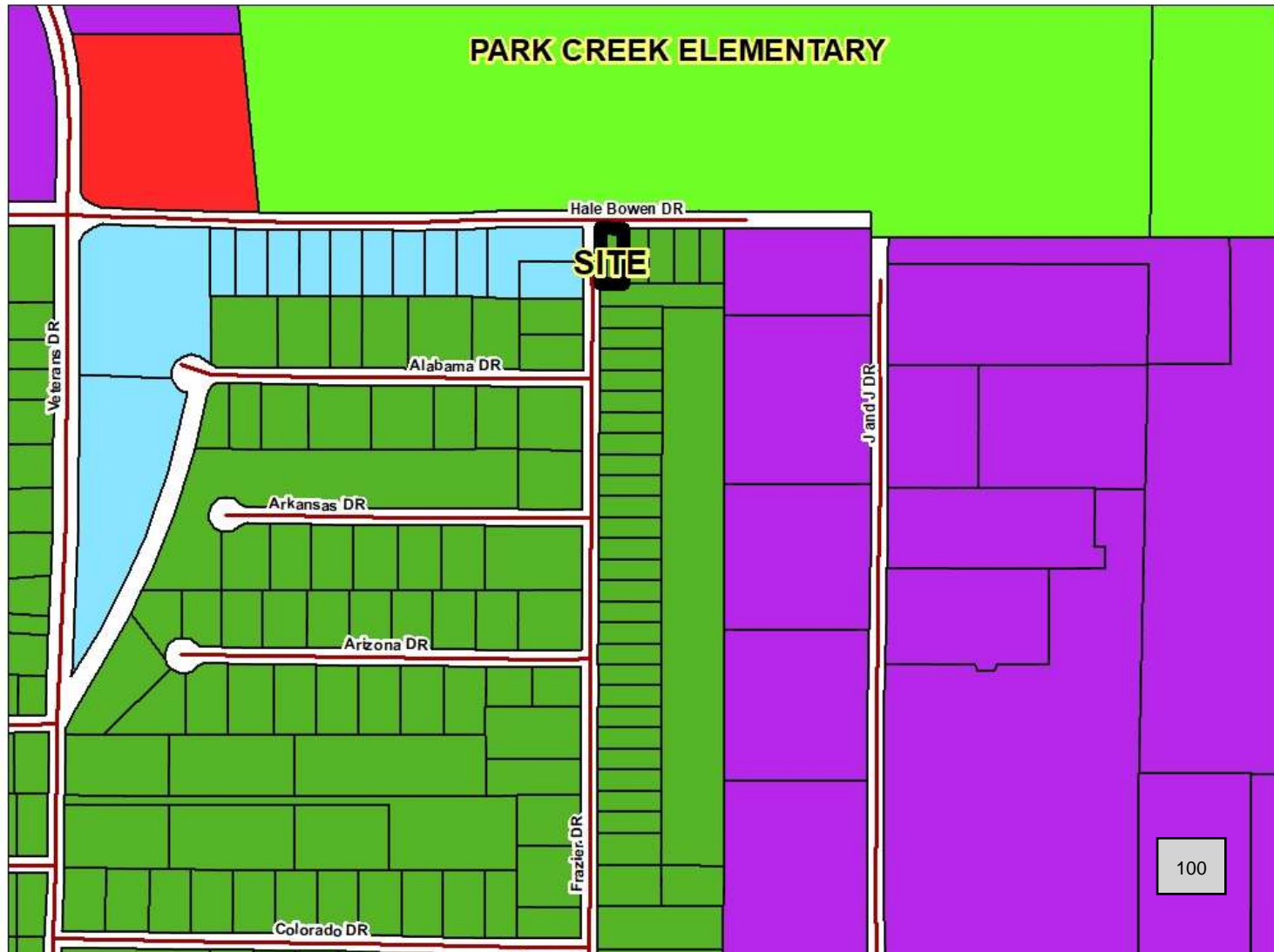
Pajarito Annexation Request

Zoning to Remain R-3, Medium Density Residential



Unified Zoning	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	General Commercial (C-2)
	Heavy Manufacturing (M-2)

FEET
250






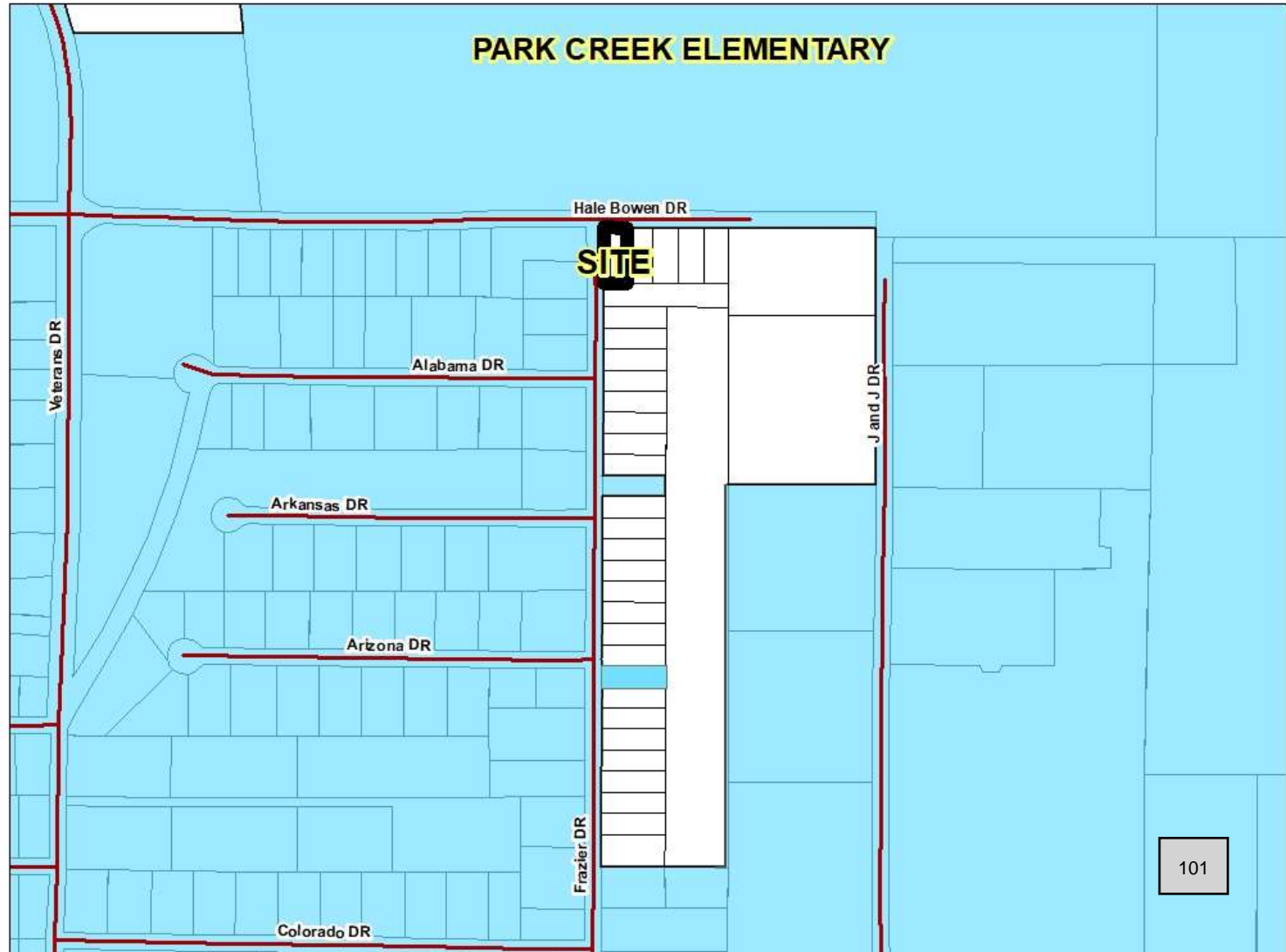
Pajarito Annexation Request

Zoning to Remain R-3, Medium Density Residential

DALTON CITY LIMITS

 Town_Boundaries

FEET
250

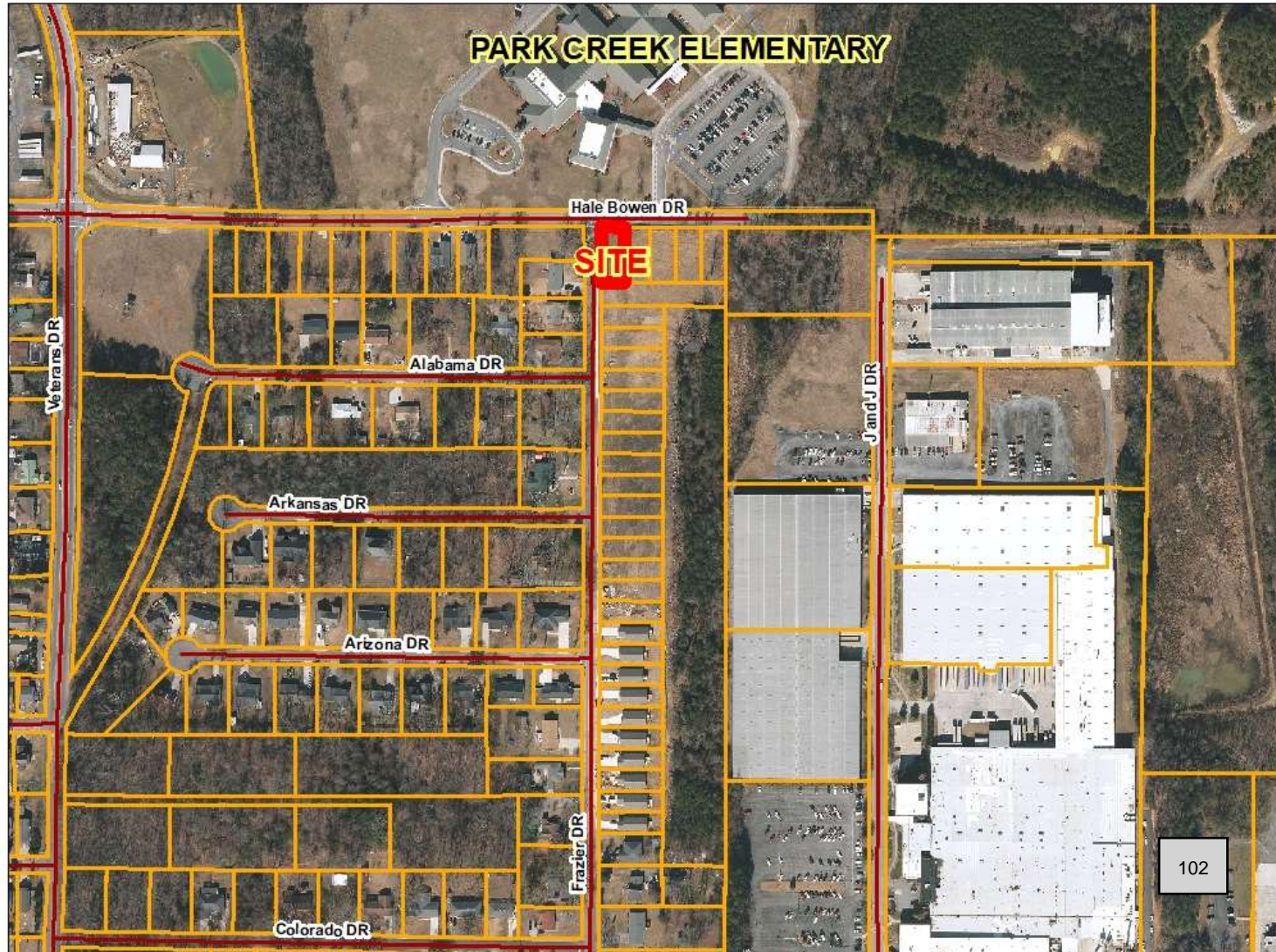




Pajarito Annexation Request

Zoning to Remain R-3, Medium Density Residential

FEET
250





ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Maria Pajarito
APPLICANT ADDRESS:	1501 Hale Bowen Dr.
CITY, STATE & ZIP:	Dalton Ga. 30721
TELEPHONE NUMBER:	706 980 7542 / 706 980 8959

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1501 Hale Bowen Dr. Dalton
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	179
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	family home

- PROPOSED ZONING CLASSIFICATION Residential (R-3)
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED .19
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-050
- HOUSING UNITS 1

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS 1
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1) 1
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD. 2
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD. 3
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS. 1

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

CAUCASIAN 5 LATINO
 AFRICAN AMERICAN OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH. 2

SIGNATURE OF APPLICANT(S)

07-06-21
DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, 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:

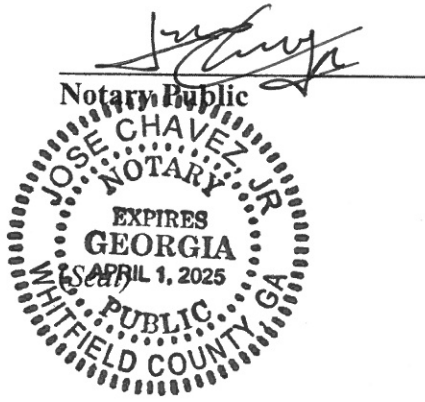
12 - 179 - 0 2 - 050

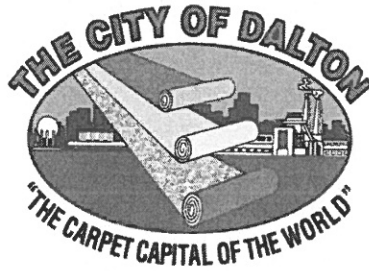
Describe parcel or parcels and nature of interest and percentage of interest

I hereby appoint N - A my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached annexation contract.

[Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 7 day
of JULY, 2021.





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assessed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.



SIGNED

07-06-21
DATE

After Recording Return To:
Purcell Law Firm, PC
2959 Cherokee Street, Suite 203B
Kennesaw, GA 30144

Deed Doc: WD
Recorded 08/05/2019 01:05PM
Georgia Transfer Tax Paid : \$138.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga

WARRANTY DEED Bk 06721 Pg 0239

STATE OF GEORGIA
COUNTY OF COBB

Prcl 100 2097

THIS INDENTURE, made the 8th day of July, in the year two-thousand and nineteen LESLEY ARACELY OJEDA as party or parties of the first part, hereinafter called Grantor and MARIA D. PAJARITO, as party of the second part herein after Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits)

WITNESSETH that: Grantor, for and in consideration of the sum of (\$10.00) TEN DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and by these presents does grant bargain, sell, alien, convey unto the said Grantee, the below described tract or parcel of land more fully and completely described as follows:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot 11 per plat of survey for Brian Spence, Spence Subdivision, Phase 1, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated April 6, 2017, and recorded June 22, 2017, in Plat Cabinet E, Slide 936, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description, together with an easement fifty feet in width for access, ingress and egress between said property and Frazier Avenue as shown on plat recorded May 7, 2018, in Plat Book E, Page 1096, of said records, which plat is incorporated herein by reference for a complete description.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warranty and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming whomsoever.

Subject to covenants, restrictions, reservations, easements, conditions, and rights appearing of records and subject to any state of facts an accurate survey would show.

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

Wendy Gordon

Witness (Unofficial)

Natt Purcell

Notary Public



Lesley Aracely Ojeda

LESLEY ARACELY OJEDA

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot 11 per plat of survey for Brian Spence, Spence Subdivision, Phase 1, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated April 6, 2017, and recorded June 22, 2017, in Plat Cabinet E, Slide 936, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description, together with an easement fifty feet in width for access, ingress and egress between said property and Frazier Avenue as shown on plat recorded May 7, 2018, in Plat Book E, Page 1096, of said records, which plat is incorporated herein by reference for a complete description.

Subject Property Address: 1501 Hale Bowen Drive, Dalton, Georgia 30721

Parcel ID: 12-179-02-050

IF YOU DO GEORGIA...
CALL US FIRST!
1-800-282-7411
770-623-4344
4015 ALBANY CENTER
LITTLE PROTECTION CENTER
IT'S THE LAW

FINAL ACCURACY AND DESIGN CERTIFICATE
THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE GEORGIA PROFESSIONAL LAND SURVEYING ACT AND THE GEORGIA PROFESSIONAL LAND SURVEYING REGULATIONS AND THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL LAND SURVEYING. THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE GEORGIA PROFESSIONAL LAND SURVEYING ACT AND THE GEORGIA PROFESSIONAL LAND SURVEYING REGULATIONS AND THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL LAND SURVEYING.

DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17

LEGEND

- PROPERTY LINE
- CONVEYANCE/INTEREST
- RECORD CALLS
- EXISTING EASEMENT
- EXISTING UTILITY LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING GAS LINE
- EXISTING POWER LINE
- EXISTING TELEPHONE LINE
- EXISTING CABLE TV LINE
- EXISTING FENCE
- EXISTING DRIVE
- EXISTING WALKWAY
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING GROUND
- EXISTING SURFACE
- EXISTING VEGETATION
- EXISTING OBSTRUCTION
- EXISTING STRUCTURE
- EXISTING LOT
- EXISTING TRACT
- EXISTING BLOCK
- EXISTING DISTRICT
- EXISTING SECTION
- EXISTING COUNTY
- EXISTING STATE

PHAZEN ACRES, 40.47 ACRES
PHAZEN ACRES, 40.47 ACRES
PHAZEN ACRES, 40.47 ACRES

CERTIFICATE OF FIRE PROTECTION
DATE: 01-11-17
DATE: 01-11-17

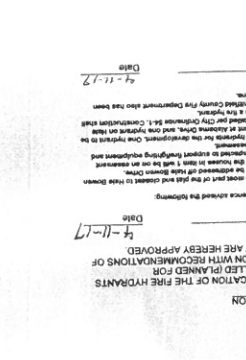
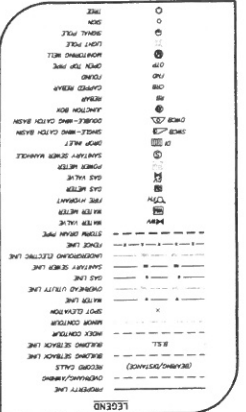
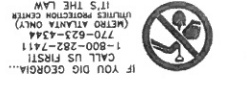
CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION
DATE: 01/17/17
DATE: 01/17/17

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
DATE: 01/17/17
DATE: 01/17/17



Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-050
Realkey 44486
GIS Map Map
Owner Name PAJARITO MARIA D
Owner Address 1501 HALE BOWEN DRIVE
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude
Longitude

Property Information

Class Residential
Strata Lot
Tax District County
Neighborhood NMLK
Legal Description 0.19A LL179-12 (LT 11 E-936)
Total Acres 0.19
Zoning See GIS Map
GMD\Map Number 081
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1501
Parcel Street Extension
Parcel Street Direction
Parcel Street Name HALE BOWEN
Parcel Street Units
Parcel Street Type DR

Current Fair Market Value Information

Previous 123956
Current 124511
Land 30000
Residential Improvement 94511
Commercial Improvement
Accessory Improvement
Conservation Use Value

Historical Fair Market Value Information

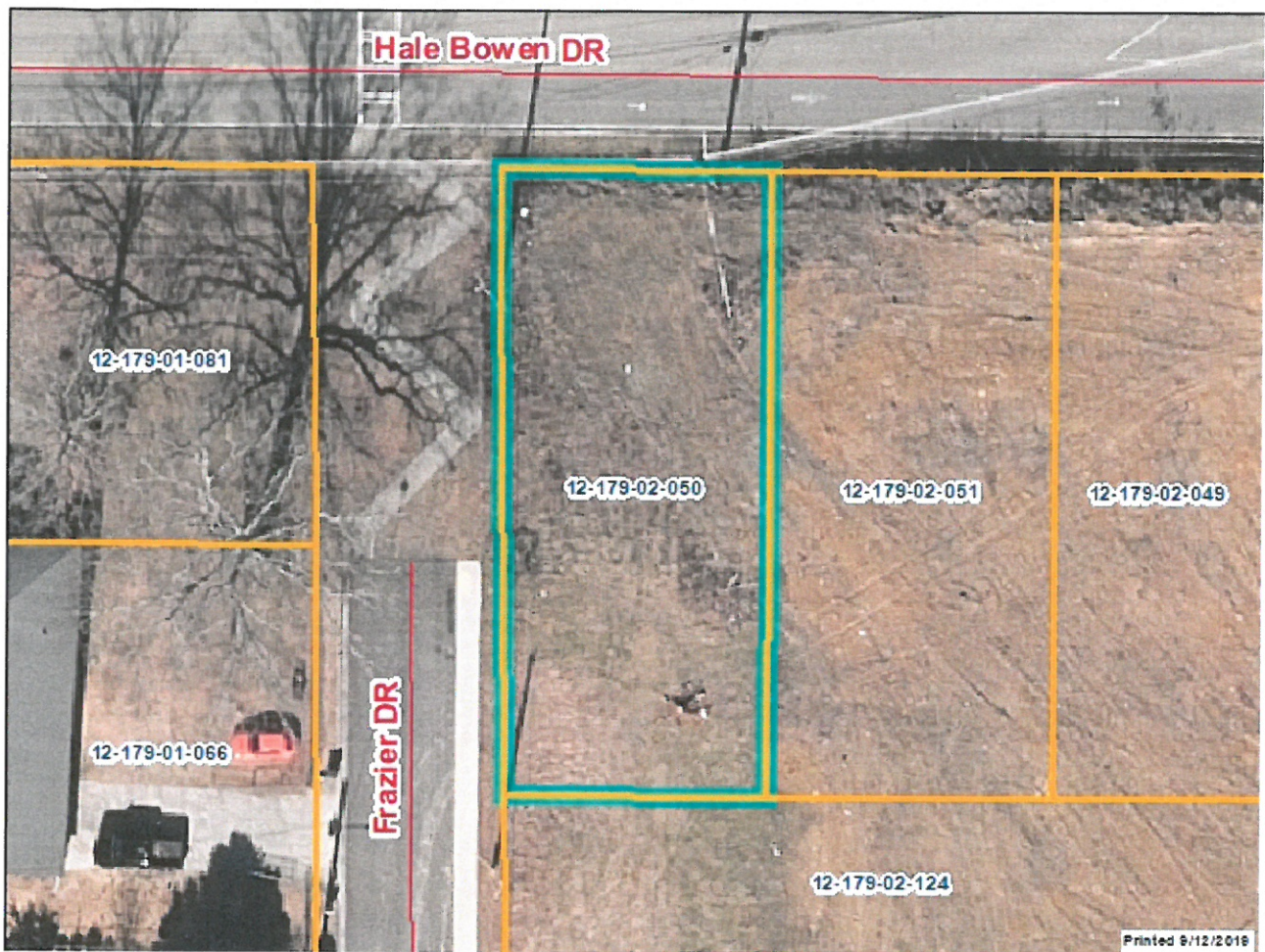
2018 0
2017 0
2016 0

Exemption Information

Homestead 50
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

GIS Quickmap

No GIS Quickmap Available



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	PAJARITO MARIA D	Legal Description	0.19A LL179-12 (LT 11 E-936)
Year	2020	Sale Date	7/8/2019
Parcel Number	12-179-02-050	Taxes Due	1519.31
Bill	227302	Taxes Due Date	12/20/2020
Exemption Type		Taxes Paid	1519.31
Account No.	7089627	Taxes Paid Date	12/9/2020 3:22:25 PM
Millage Rate	0	Current Due	0
Fair Market Value	124511	Back Taxes	0
Assessed Value	49804	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	94511
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Cont. Wall

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield

August 5, 2021

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-179-02-050 1501 Hale Bowen Dr.

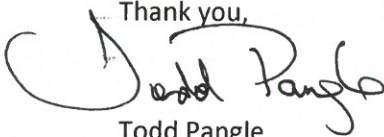
Greetings,

A review of the proposed listed annexation request has been completed and Dalton Fire Department has no objections to the annexation but notes one major obstacle for this annexation as noted below.

The original development of the parcel was part of a larger development in the immediate area. During the original development, Dalton Fire Department was provided the opportunity for input and the developer agreed to provide access via a private drive for this parcel as well as four adjacent parcels. He agreed to install a private drive that would support fire apparatus to include a cul-de-sac wide enough to accommodate the turning radius our equipment. An agreement was signed by both the developer and Dalton Fire Department. The agreement was shared with Whitfield County, as well was copied with the original plat. The private drive was never installed as specified, which will negatively impact our ability to access the structure in the event of a fire. To further complicate matters, the structures are addressed off Hale Bowen, but in fact face the unnamed private drive and for all practical purposes are inaccessible from Hale Bowen Dr. Given these factors, our initial operations will be greatly impacted, presenting in our opinion a danger to life and health. With the approval of this annexation, it will likely spur additional annexation requests from the remaining adjacent dwellings which still remain within unincorporated County.

With this fact taken into consideration and the fact that all other fire suppression factors meet Dalton Fire Department requirements, Dalton Fire Department would not oppose annexation of the listed property.

Thank you,



Todd Pangle
Fire Chief
Dalton Fire Department

Fire Chief
Todd Pangle



**DALTON FIRE DEPARTMENT
PREVENTION DIVISION**

Fire Marshal
Matt Daniel
404 School Street
Dalton, GA 30720
(706) 529-7486
mdaniel@daltonga.gov

Fire Inspectors
Donnie Blankenship
(706) 278-7363 x227
dblankenship@daltonga.gov
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

August 4, 2021

Re: Annexation Analysis

Property Address/Parcel: 12-179-02-050, 1501 Hale Bowen Drive

Access: Access to the structure is an issue. The structure is addressed off of Hale Bowen, if emergency services are dispatched topography and fencing will impede/stop access. At the time the structure was being constructed it was to face Hale Bowen. The structure now faces a private drive. There are four other structures this will affect Parcels: 12-179-02-051, 12-179-02-049, 12-179-02-047 and 12-179-02-048. All of these structures face a private drive approximately 270' long that does not meet City addressing requirements, City road standards or NFPA and ICC access requirements for fire department apparatus access. All five parcels would required readdressing and the private drive would be required to be brought up to code to include a turnaround.

Water Supply: Hydrant H5522 located at the end of Frazier Drive provides adequate water supply.

Property Use: Existing single-family dwelling.

Setbacks: Setback requirements appear to be met and not an issue.

Respectfully,

Matt Daniel
Division Chief
Prevention Division

CERTIFICATE OF FIRE PROTECTION

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND ARE HEREBY APPROVED.


DALTON FIRE CHIEF

04-10-2017
DATE

In obtaining more project information Mr. Spence advised the following:

- 1. The houses located on the Northern most part of the plat and closest to Hale Bowen Drive (Lots 11-15) will both face and be addressed off Hale Bowen Drive.**
- 2. Mr. Spence stated the driveways for the houses in Item 1 will be on an easement behind lots 11-15 with a surface compacted to support firefighting equipment and with a turnaround at the end of the easement.**
- 3. Mr. Spence agreed to three new fire hydrants for the development. One hydrant to be placed at Arkansas Drive, one hydrant at Alabama Drive, and one hydrant on Hale Bowen Drive. All hydrants to be installed per City Ordinance 54-1. Construction shall not begin greater than 800 from a fire hydrant.**
- 4. Fire Chief Edward O'Brien of the Whitfield County Fire Department also has been made aware of the development plans.**

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
DEREK WAUGH
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

M E M O R A N D U M

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

FROM: Megan Elliott
Public Works Project Manager 

RE: Annexation Request
Maria Pajarito
1501 Hale Bowen Drive
0.19 Acres
Parcel Number: 12-179-02-050
Zoning Classification: R-3

DATE: August 06, 2021

Regarding the subject request, please be advised that the Public Works Department has no direct objections to the annexation of the above referenced tract but notes the following items of potential importance for consideration as part of the request:

- *Adjacent single family residences within the subdivision also in Whitfield County* – The original development of the subject parcel was part of a larger development of approximately 30 tracts. All other tracts within the development remain in unincorporated Whitfield County, and approval of the subject annexation will likely spur additional annexation requests from the remaining single family residences currently located within unincorporated County.
- *Delivery of Public Works Services* – Upon approval of annexation for the subject single family residence, Public Works will begin providing regular sanitation services (i.e. household garbage collection, curbside recycling, and curbside yard trimmings/refuse pickup). The cost to provide these services is approximately \$200.00 per household. At this time, no additional resources would be required from the Department to administer these services.

It should be noted that this home is one (1) of the five (5) homes on the north end of the development (facing Hale Bowen Drive) and it is accessed through a common private driveway that was **not** constructed to City street standards. In order to provide sanitation services to this, residents are be required to bring garbage carts/recycling bins to the curb along Frazier Drive to receive proper service. Additionally, it is not recommended for school buses or heavy emergency service vehicles to travel on this private driveway frequently.

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission

Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield

DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085

Date: August 9, 2021

To: Chief Cliff Cason

From: Lieutenant Matthew Locke

RE: 1501 Hale Bowen Dr. Parcel 12-179-02-050

Chief Cason,

I have reviewed the annexation request for 1501 Hale Bowen Dr. Parcel Numbers 12-179-02-050. This property will have no bearing on the Dalton Police Department's law enforcement services in this area. The only concern for this property is there is not access from Hale Bowen Dr. to the residence. The only access is from Frazier Dr. which also has no direct access to Hale Bowen Dr. This could cause some future confusion for responding emergency vehicles.

Sincerely,

Lieutenant Matthew Locke



August 9, 2021

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

RE: Annexation Request for Maria Pajarito – 1501 Hale Bowen Drive (.19 acres)

Dear Mayor Pennington:

As requested in your August 2, 2021, memorandum, Dalton Utilities has reviewed the annexation request of Maria Pajarito for 0.19 acres +/- located at 1501 Hale Bowen Drive. This property is further described as parcel number 12-179-02-050 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

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 blue ink that reads "Mark Buckner". The signature is fluid and cursive.

Mark Buckner, P.E.



Whitfield County

Board of Commissioners

Board Members
Jevin Jensen, Chairman
Barry W. Robbins
Robby Staten
John Thomas
Greg Jones

August 13, 2021

Honorable David Pennington
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-179-02-050

Dear Mayor Pennington:

At the August 9, 2021 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-179-02-050.

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

cc: Ashley O'Donald, Chief Appraiser
Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
David Metcalf, Emergency Services Director
File