



**MAYOR AND COUNCIL MEETING  
MONDAY, OCTOBER 05, 2020  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

- [1.](#) Mayor and Council Minutes of September 21, 2020

**New Business:**

- [2.](#) Ordinance 20-15

Recommendation regarding the request of Bryan Spence to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 1.56 acres located at Chattanooga Avenue and Chenille Drive.

- [3.](#) Cemetery Easement and Cemetery Easement Maintenance Agreement between City of Dalton and Internal Management, Inc.
- [4.](#) Professional Services Agreement with Richards and Associates Engineering, Inc. for Site Design Services on the Brookwood Drive Flood Storage Project.
- [5.](#) Agreement with Jacqueline Killings, LLC to Provide Community Engagement Services.

**Supplemental Business**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
SEPTEMBER 21, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the September 21, 2020 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

CVB Director Margaret Thigpen reported on 2 recent successful events that were held in Dalton (1) SPA annual Women's World Championship softball tournament and (2) Georgia Jewel Runners.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of August 17, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Special Called Meeting Minutes of August 31, 2020. On the motion of Council member Crews, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 20-14 TO AMEND SECTION 94-77 OF ARTICLE II "COLLECTION" OF CHAPTER 94 "SOLID WASTE" OF THE REVISED CODE OF ORDINANCES

Public Works Director Andrew Parker presented the 2nd reading of An Ordinance Of The City Of Dalton To Amend Section 94-77 of Article II "Collection" Of Chapter 94 "Solid Waste" Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton; To Provide For A System Of Fees And Fines For The Violation Of Said Chapter; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes. On the motion of Council member Harlan, second Council member Waugh, the Ordinance was adopted.

EMPLOYEE LEASE AGREEMENT FOR NORTHWEST GEORGIA TRADE AND CONVENTION CENTER

CFO Cindy Jackson presented the Employee Lease Agreement for Northwest Georgia Trade and Convention Center stating that the NWGTCC employees are currently City of Dalton employees and the NWGTCC reimburses the City of Dalton for the cost of the employees. Jackson further stated there was never a formal agreement to assume the employees after previous Global Spectrum exited from management at the Convention Center. On the motion of Council member Goodlett, second Council member Waugh, the agreement was approved. The vote was unanimous in favor.

RATIFICATION OF ENGAGEMENT LETTER WITH INVESTMENT RESEARCH & ADVISORY GROUP FOR DEFINED CONTRIBUTION PLAN RFP PROCESS

Human Resources Director Greg Batts presented an Engagement Letter with Investment Research & Advisory Group for consulting services related to the review of the Defined Contribution Plan RFP Process. The cost of this services is \$25,000.00. On the motion of Council member Harlan, second Waugh, the service was approved. The vote was unanimous in favor.

RESOLUTION 20-17 AUTHORIZING THE CLOSURE OF RIGHT-OF-WAY AND TRANSFER OF REAL PROPERTY AT SPARKS LANE AND TAHOE LANE

Public Works Director Andrew Parker presented Resolution 20-17 Authorizing the Closure of Right-of-Way and Transfer of Real Property at Sparks Lane and Tahoe Lane to the Mayor and Council. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council declared that the unopened and undeveloped right-of-way located at Sparks Lane and Tahoe Lane shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to that section of street as a public street shall cease. The vote was unanimous in favor. Additional information concerning this transfer is a part of these minutes.

RESOLUTION 20-18 ACCEPTING DONATION OF REAL PROPERTY AND DEDICATION OF PUBLIC RIGHT-OF-WAY OF STREETS IN RED HILL SUBDIVISION

Public Works Director Andrew Parker presented Resolution 20-18 Accepting Donation of Real Property and Dedication of Public Right-of-Way of Streets in Red Hill Subdivision to the Mayor and Council. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the resolution accepting the donation of real property and dedication of public right of way of streets known as Red Hill Drive, Loma Lame, Andosol Way and Altamont Avenue by the Owner Loma LLC. The vote was unanimous in favor.

APPROVAL FOR DFD LADDER TRUCK COOPERATIVE PURCHASING PROCESS THRU HOUSTON-GALVESTON AREA COUNCIL (HGAC)

Fire Chief Todd Pangle presented a proposal for a Sutphen Heavy Duty 75' Mid Mount Aerial Ladder truck for the Dalton Fire Department in the amount of \$964,618.50. Pangle stated that delivery of the truck would be in approximately 9 to 11 months. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the proposal to begin purchase of this truck. Pangle also stated this truck will be paid for from approved SPLOST dollars. The vote was unanimous in favor.

CITY OF DALTON PARTNERSHIP WITH JA DISCOVERY CENTER GREATER DALTON

City Administrator Jason Parker presented the City of Dalton Partnership with JA Discovery Center Greater Dalton. J. Parker stated that the agreement outlines a partnership between the City of Dalton and the JA Discovery Center for a period of three years beginning June 2021 for an annual investment of \$10,000 per year upon the City authorizing said funding for each successive year. J. Parker further stated that JA is committed to developing an interactive simulation center to provide hands on learning experiences an exposure to future opportunities for the youth. On the motion of Council member Crews, second Council member Goodlett, the agreement was approved. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 3  
September 21, 2020

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

---

David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/5/2020

**Agenda Item:** **Recommendation regarding the request of Bryan Spence to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 1.56 acres located at Chattanooga Avenue and Chenille Drive, Dalton, Georgia. Parcel (12-182-19-000)**

**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. 20-15

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low-Density Single Family Residential (R-2) To Medium-Density Single Family Residential (R-3) Being A Tract Of Land Totaling 1.56 Acres Located At Corner Of Chattanooga Avenue And Chenille Drive (Parcel No.: 12-182-19-000); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Bryan Spence (Owner) has filed an application with the City to rezone property described as lot at corner of Chattanooga Avenue and Chenille Drive (Parcel No.: 12-182-19-000) (the Property);

WHEREAS, the Property is currently zoned Low-Density Single Family Residential (R-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium-Density Single Family Residential (R-3);

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on September 28, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council with the condition that the Owner donate to the City an alleyway (15 feet in width) along the east boundary line of the Property;

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

-1-

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

-2-

The Property located at the corner of Chattanooga Avenue and Chenille Drive identified as Parcel No.: 12-182-19-000 is hereby rezoned from Low-Density Single Family Residential (R-2) to Medium-Density Single Family Residential (R-3) with the condition that the Owner shall donate an

alleyway (15 feet in width) to the City along the east boundary line of the Property.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

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

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON



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

**MEMORANDUM**

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

**FROM:** Jim Lidderdale  
Chairman

**DATE:** October 1, 2020

**SUBJECT: The request of Bryan Spence to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 1.56 acres located at Chattanooga Avenue and Chenille Drive, Dalton, Georgia. Parcel (12-182-19-000)**  
The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on September 28, 2020 at 6:00 p.m. at the Edwards Park Complex located at 115 Edwards Park Dalton, GA. 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 Bryan Spence.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis, which was not in favor of the R-3 rezoning. Calhoun clarified that there were no issues found in regard to any factors in the staff analysis with the exception of the need for alleyway access and R/W donation as well as staff concerns regarding the flood zone and its long-term effect on the prospective lots.

Bryan Spence stated that in order for any development on the subject property to be profitable, there would need to be more density than permitted in the current R-2 zone district. Spence stated that he had documentation showing that the flood plain encroaches less than shown on the FEMA maps and County GIS maps. Chairman Lidderdale did confirm with Spence that, at least, one of the seven prospective tracts would be almost entirely blanketed by said flood plain. Spence then stated that he would only be able to develop three tracts as the property is currently zoned, and he continued to state that three tracts currently permitted in R-2 would not create the necessary return on investment he would need in order to proceed.

With no other comments heard for or against this hearing closed at approximately 7:55pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **Mr. Thomas then made a motion to recommend the R-3 rezoning. Mr. Pennington then seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 4-0.**

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

**ZONING CASE:** Bryan Spence is seeking to rezone a tract of land from Low-Density Single-Family (R-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue. The tract is currently undeveloped. The rezoning request to (R-3) is sought to serve the purpose of subdividing and constructing approximately seven single-family detached dwellings on the subject property:

The surrounding uses and zoning are as follows: 1) to the north, is a 0.9 acre tract containing an office structure and parking area zoned M-2; 2) to the east are eight adjacent tracts zoned R-3 that each contain single-family detached dwellings; 3) to the south, is one adjacent tract zoned M-2 that contains a large commercial warehouse structure; 4) to the west, are three adjacent tracts all zoned M-2 and occupied by Columbia Recycling. All in all, a review of the zoning map is inconsistent in the vicinity of the subject property with a mix of few residential, commercial and industrial zone districts and land uses. One will note that the vicinity of the subject property is somewhat of a transitional area where Manufacturing and residential zones converge. The existing land uses in this area include residential, commercial, industrial and recreational. The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**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.**

In this area there is convergence of manufacturing, commercial and single-family residential land use. A significant portion of land flanking Chattanooga Avenue has been developed for commercial or industrial use for a significant amount of time. In fact, this area of Dalton began developing for a mix of residential and industrial use since the early 1880's when the Crown Cotton Mill was first established. From the period between the 1880's and 1960's the Crown Cotton Mill continued to expand both its industrial footprint as well as the mill's workforce-housing village. A significant portion the original mill structures remain intact including many of the mill's workforce housing, which was then sold to individual owners after the mill's closing nearly 60 years ago. Since that time this neighborhood, surrounded by commercial and industrial uses, has remained a single-family residential community. Based on the average lot and dwelling size the proposed R-3 zone district is not in conflict with the majority of land use in this area.

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

The R-2 and R-3 zone districts, of course, share some similarities in character. The most significant difference one would notice if the subject property is rezoned to R-3 is the potential for nearly twice the lot density as currently permitted on the property. The proposed density and single-family character is, however, not in conflict with this area based on previous statements regarding the surrounding area. With that being said, there is no expectation for adverse impact to the adjacent or nearby properties if the subject property is rezoned R-3.

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

The proposed R-3 rezoning would allow the subject property to be developed for a use that would be reflective of the density and single-family character of the majority of adjacent parcels. When considering the subject property's size, it could support up to four single-family detached dwellings on individual lots.

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

N/A

**(E) Whether the proposed (R-3) 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.**

If the subject property were re-zoned R-3 then the developer would have the ability to utilize both public water and sewer services with no concern for capacity. The primary infrastructure conflict with the subject property is related to street access. Dalton Public works does not recommend road access to Chattanooga Avenue and will restrict street access to the existing paved alleyway along the subject property's eastern boundary. The primary concern with the existing alleyway is that it is limited to a single unmarked lane. If the subject property is rezoned and developed as proposed, then approximately seven new single-family detached dwellings will be utilizing this one-lane alleyway as their only point of street access. Average automobile trip generation for small single-family dwellings is four trips per dwelling per day, which totals to 28 new trips per day to be generated on the subject property. Regardless of the density of the subject property, this planner believes it would be a good idea to increase the R/W of this alleyway to ensure area for utility maintenance as well as future street improvements and ensure the roadway is owned and maintained by the City of Dalton.

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

The Future Development Map designates this area as a Town Neighborhood Revitalization Area. The Town Neighborhood Revitalization includes established neighborhoods north and east of downtown Dalton, including the following neighborhoods: Crown Mill, Fort Hill, East Dalton and Thread Mill. These neighborhoods are historic but have experienced disinvestment and decline due in part to the demolition of residences to accommodate commercial uses, parking areas, apartment buildings and industrial uses. Prevalent zoning of properties for industrial uses further contributes to the neighborhoods' instability and diminishing potential for revitalization. Recent planning efforts, including the City of Dalton Urban Redevelopment Plan (2012), Neighborhood Infill Guidelines (2003), Dalton Historic Housing Infill Study (2006), and the Believe Greater Dalton Housing Strategy address these areas and the issues of neighborhood revitalization, opportunities for new growth with infill, and inconsistencies between existing City regulations and desired development for the neighborhoods. The subject property is entirely surrounded by the Town Neighborhood Revitalization Area. Given the immediate adjacency to the intact neighborhood along with the existing surrounding land use this planner does view the requested use and rezoning as consistent with the intent of the comprehensive plan and Future Development Map. The current R-2 zone district is also consistent with the Comprehensive Plan and future development map for this location.

**(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 rezoning, if approved, would simply eliminate the island of R-2 and enlarge the existing R-3 zone district.

**(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.**

The subject tracts have remained vacant for some time. This is most likely due to the subject property being almost entirely within the 1% annual flood zone and partially within the floodway. In order to address this issue, a base flood elevation study will need to be conducted to determine the base flood elevation. Once a study notes the base flood elevation the developer will be required to construct all affected dwellings above the base flood elevation. Building above a base flood elevation may be done various ways from a raised earthen building pad to an elevated pier foundation that allows the potential flood waters to pass freely under the structure, but any and all of these techniques generally come at a significant cost to the developer as well as perpetually higher flood insurance premiums for the prospective owners.

**CONCLUSION:**

The staff cannot recommend approval for the R-3 rezoning based on the following factors:

1. The existing R-2 rezoning satisfies the intent of the Comprehensive Plan and Future Development Map.
2. The encroachment of new development affecting the 1% annual flood plain on the subject property would be a lesser concern if the density of the development were less than proposed in the R-3 zone district. The current R-2 zone allows for new single-family detached development of up to four new lots that would each have buildable area outside the 1% annual flood plain.

# Spence Rezoning Request

## R-2 Cond, Low Density Single Family Residential






to

## R-3, Medium Density Single Family Residential

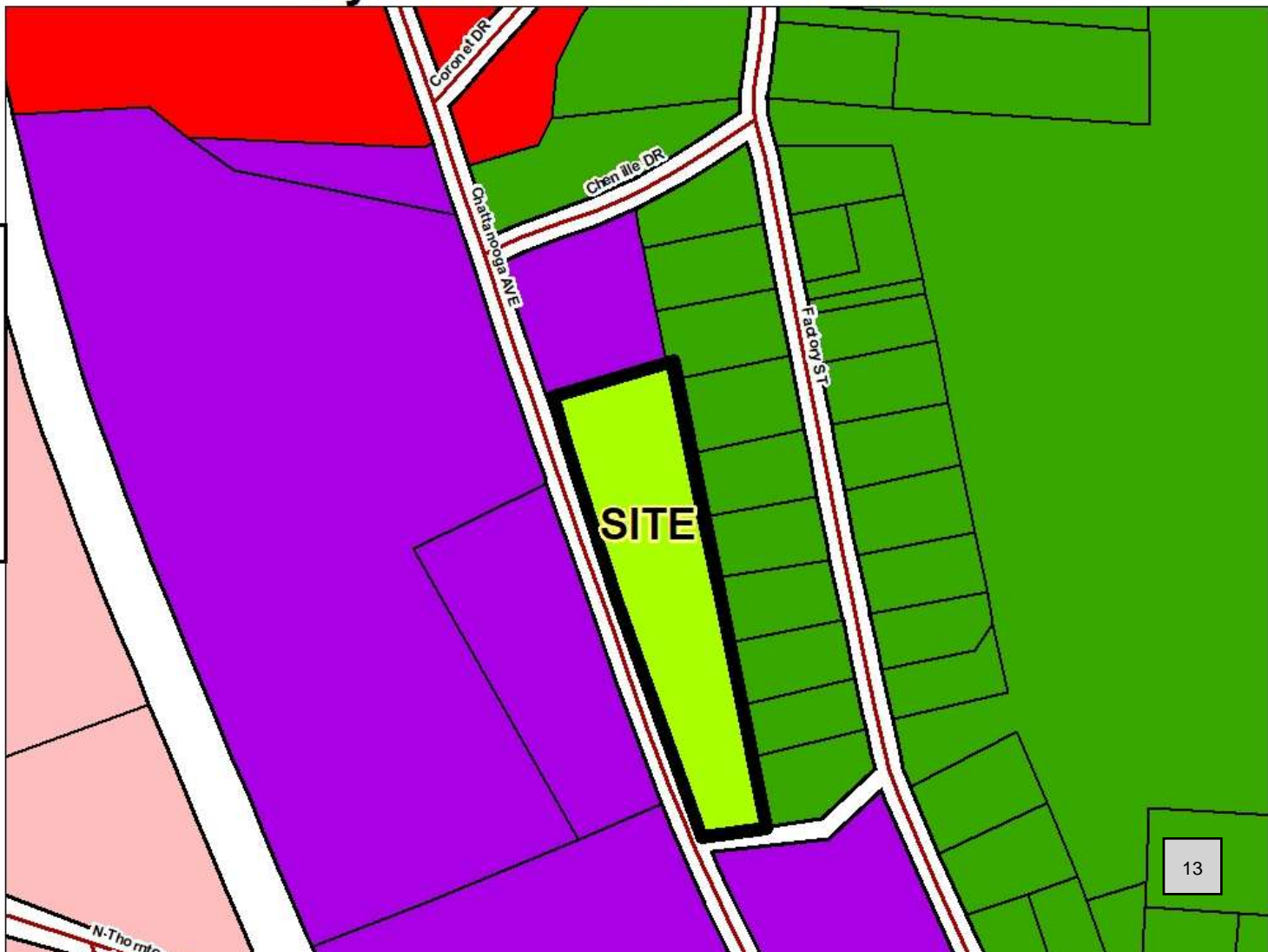
### City of Dalton Jurisdiction



**ZONING**

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

**FEET**  
**200**



**Spence Rezoning Request  
R-2 Cond, Low Density Single Family Residential  
to  
R-3, Medium Density Single Family Residential  
City of Dalton Jurisdiction**



**FEET  
300**

A solid black horizontal bar representing a scale of 300 feet.



View from Chattanooga Ave. facing southeast



View from Chattanooga Ave. facing north



# Spence Rezoning Request

## R-2 Cond, Low Density Single Family Residential




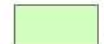

to

## R-3, Medium Density Single Family Residential

### City of Dalton Jurisdiction



**FEMA\_Flood\_Zones**

-  AE, FLOODWAY
-  AE
-  A
-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
-  X

**FEET**  
**200**



# Spence Rezoning Request

## R-2 Cond, Low Density Single Family Residential

to

## R-3, Medium Density Single Family Residential

### City of Dalton Jurisdiction



**FUTURE DEVELOPMENT MAP**

- Industrial
- Preserve
- Suburban
- Town Neighborhood
- Town Neighborhood Revitalization

**FEET**  
**300**





PT 12-182-19-000

FOR OFFICE USE ONLY: DATE RECEIVED: 8/20/2020

ACTION BY THE GOVERNING AUTHORITY: APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPLICATION FOR AMENDMENT OF THE UNIFIED ZONING ORDINANCE/MAP

Dalton: [check] \_\_\_\_\_  
Varnell: \_\_\_\_\_  
Whitfield Co: \_\_\_\_\_

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

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

Name of Applicant: Bryan Spence Telephone: 706-847-6995

Mailing Address: 449 Burgess Rd. Dalton, GA. 30721

Email: bspence-1@yahoo.com

Address of Property to be Rezoned: <sup>Lot</sup> Lot 182 12<sup>th</sup> District 3rd section Tax parcel 12-182-19

Amendment to: Zoning Map [check] \_\_\_\_\_ Text Section \_\_\_\_\_

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

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

Size of Property: 1 1/2 1.56 acres; 50,775 square feet

Existing Zone Classification: R2

Proposed Zone Classification: R3

Present Use of Property: Vacant

Proposed Use of Property: Single Family Housing

If multi-family, total number of <sup>LOTS</sup> units: 7

Average size of unit (optional): 1200 square feet

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

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

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

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

Signed: [Signature]

Date: 8-20-20

**VERIFICATION**

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

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

Parcel # 12-182-19 Chattanooga Ave.  
Land Lot 182, 12th District, 3rd section city of Dalton.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

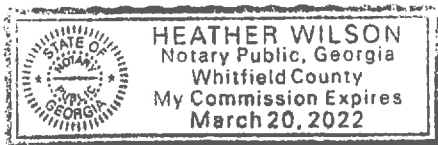
I appoint Bryan Spence  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Annaal Centelquia  
Owner

Sworn to and subscribed  
before me, this 20<sup>th</sup> day  
of August, 2020

[Signature]  
Notary Public

(SEAL)



1  
**DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST**  
2  
**BY APPLICANT**

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

Date of Rezoning Application: August 20<sup>th</sup>, 2020

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

(yes or no) NO

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

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

(yes or no) NO

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

1

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

2

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

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

(yes or no) NO

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 20<sup>th</sup> day of August, 2020.

Byron Spence  
Applicant's Signature

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

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

Date of Rezoning Application: August 20, 2020

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

(Yes or No) NO

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 20 day of August, 2020

  
Applicant's Signature

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

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



## As-Surveyed Description

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District, 3rd Section in the City of Dalton, Whitfield County, Georgia, being shown as Tract 2, containing 1.56 acres, on that certain plat of survey for Intermark USA, Inc. and Brian Spence by Christopher Lee Lewis, Georgia PLS No. 3063, dated May 16, 2019, being more particularly described as follows:

BEGINNING at a 5/8-inch capped rebar on the eastern right of way of Chattanooga Avenue (having an 80-foot right of way), said point being located South 19 degrees 07 minutes 22 seconds East a distance of 189.08 feet from a 5/8-inch capped rebar located at the intersection of said right of way of Chattanooga Avenue with the southern right of way of Chenille Drive (having a 50-foot right of way); thence leaving said right of way of Chattanooga Avenue running North 74 degrees 02 minutes 29 seconds East a distance of 148.48 feet to a Mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 650.03 feet to a 2-inch pipe located on the northern right of way of Waters Street (being a 50-foot unopened right of way); thence South 82 degrees 35 minutes 16 seconds West along said right of way of Waters Street a distance of 57.23 feet to a 5/8-inch capped rebar on the eastern right of way of Chattanooga Avenue; thence along said right of way of Chattanooga Avenue following the arc of a curve to the left an arc distance of 250.23 feet (said arc having a radius of 3777.04 feet and being subtended by a chord bearing of North 21 degrees 01 minute 14 seconds West and a chord distance of 250.18 feet); thence continuing along said right of way of Chattanooga Avenue North 19 degrees 07 minutes 22 seconds West a distance of 391.12 feet to a 5/8-inch capped rebar and the POINT OF BEGINNING.

RESERVED FOR THE CLERK OF SUPERIOR COURT

PLAT NOTES

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1:67,134 AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.

THIS PLAT HAS A CLOSURE PRECISION OF 1:153,150.

EQUIPMENT

ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C01386, EFFECTIVE DATE 09/19/2007, UPDATED BY LETTER OF MAP REVISION NO. 09-04-1985P, EFFECTIVE DATE 4/14/2010.

SOURCE OF TITLE

TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN INTERMARK USA, INC. PER DEED BOOK 2896, PAGE 117.

REFERENCES

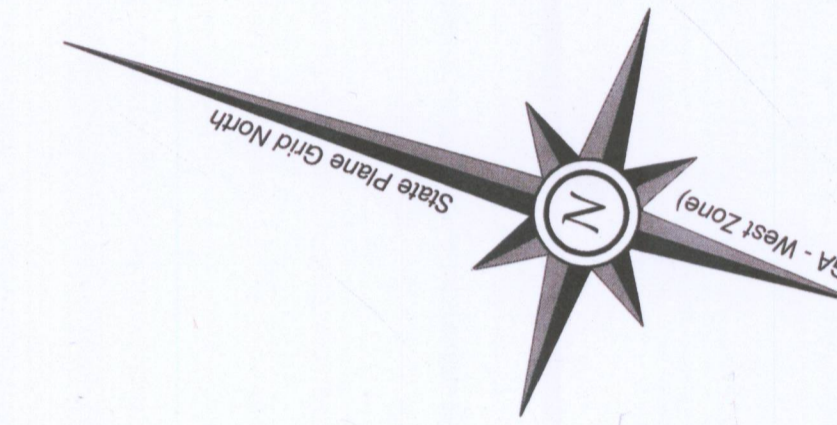
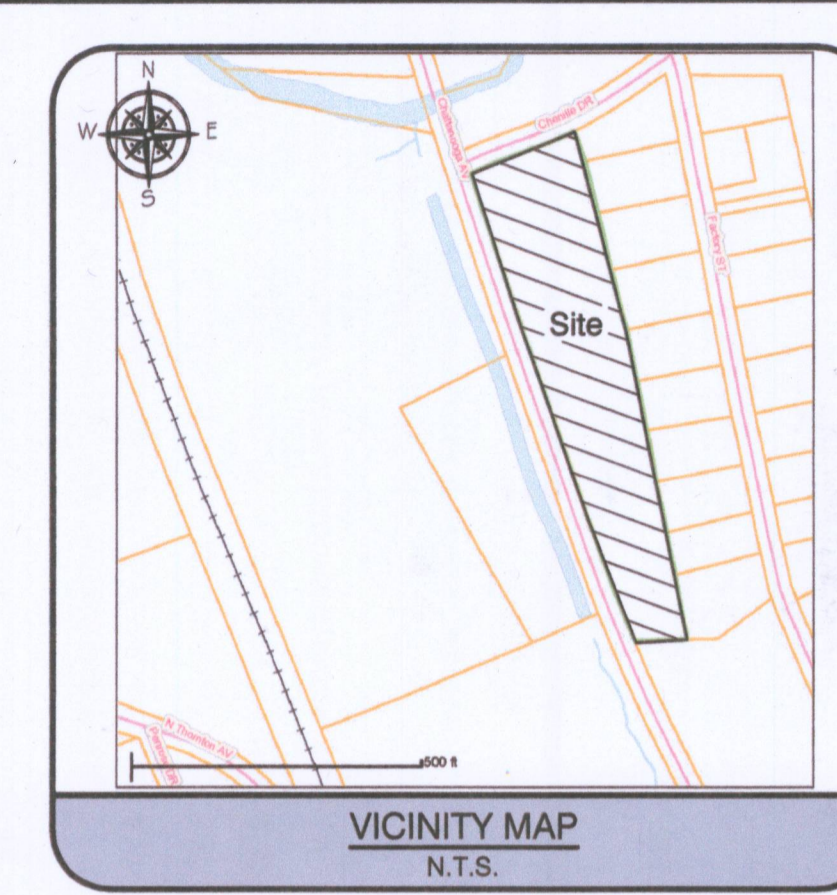
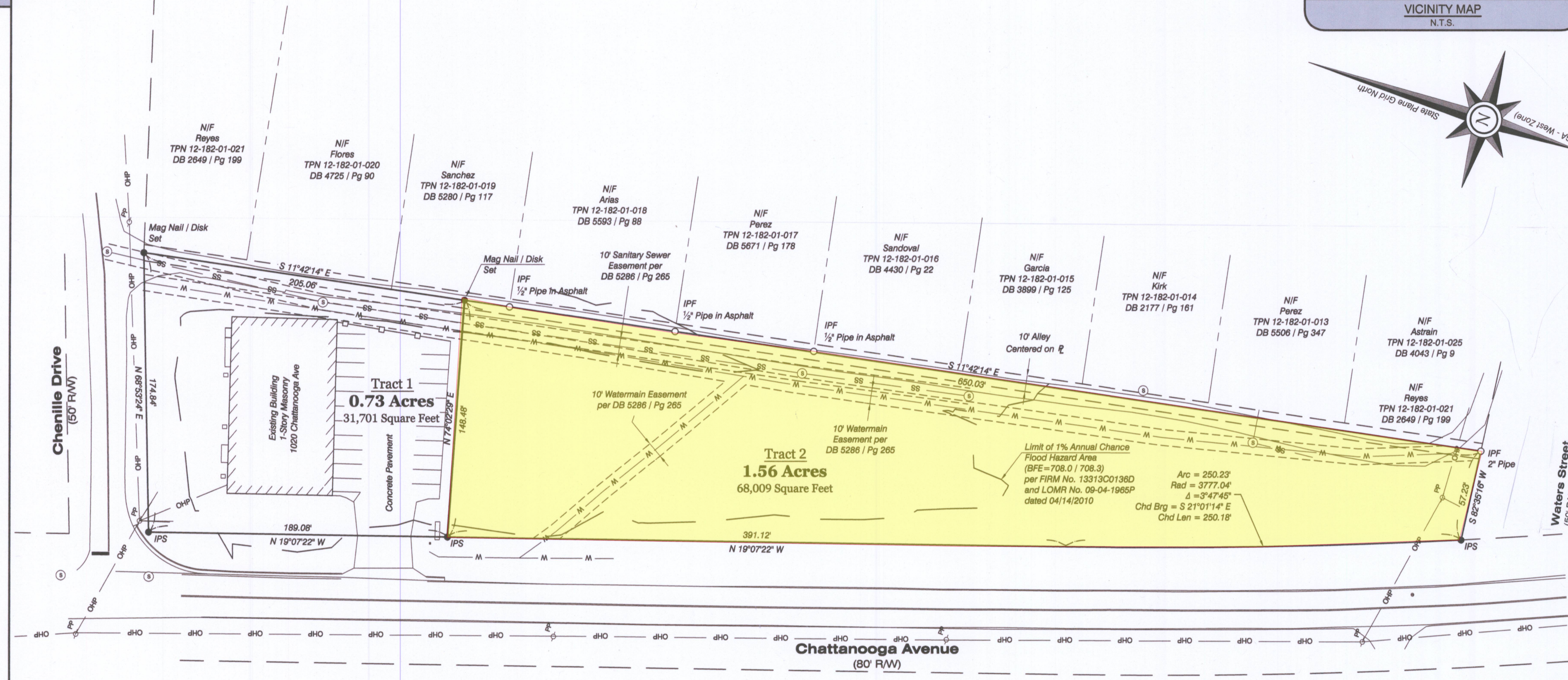
1. MAP OF CROWN COTTON MILLS, GROUP-3 BY RALPH D. STOUT DATED AUGUST 1953. (PLAT BOOK 3, PAGE 144)

ZONING INFORMATION

THE SUBJECT PROPERTY IS CURRENTLY ZONED M-2 BUILDING SETBACKS: FRONT (MAJOR): 25' (MINOR): 20'

GENERAL NOTES

- 1. THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL SURVEY OF THE GROUND SURVEY.
- 2. THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
- 3. NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC. NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.



LEWIS & ASSOCIATES LAND SURVEYING & PLANNING, LLC. P.O. BOX 2046 DALTON, GA 30722. (706) 278-7516

GEORGIA REGISTERED PROFESSIONAL SURVEYOR CHRISTOPHER L. LEWIS. GEORGIA C.O.A. #1169. GSWCC CERTIFICATION NO. 3115.

INTERMARK USA, INC. BRIAN SPENCE. BEING TAX PARCEL NO. 12-182-19 LOCATED IN LAND LOT 182, 12th DISTRICT, 3rd SECTION CITY OF DALTON, WHITFIELD COUNTY, GEORGIA.

SURVEYOR'S CERTIFICATION

Certificate of Accuracy. I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA AND THAT MONUMENTS OR PINS HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

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. GEORGIA REGISTERED PROFESSIONAL SURVEYOR CHRISTOPHER L. LEWIS, PLS. DATE: 5/17/19.

Certificate of Ownership & Dedication. I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS, AND PUBLIC GROUNDS THEREON SHOWN, EXCEPT AS OTHERWISE NOTED.

Certificate of Approval for Public Water System. I HEREBY CERTIFY THAT THE PUBLIC WATER SUPPLY AND DISTRIBUTION SYSTEM IN THIS SUBDIVISION HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED TO MEET THE REQUIREMENTS OF DALTON UTILITIES. DATE: 5/17/19. Mark Brock, Dalton Utilities.

Certificate of Approval for 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. DATE: 5-17-19. D. J. Bluff, City of Dalton, GA Fire Chief.

Certificate of Approval for Streets & Drainage. I HEREBY CERTIFY THAT THE STREETS AND DRAINAGE IMPROVEMENTS IN THE SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTED MANNER AND MEET ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON. DATE: 05/20/2019. Secretary Dalton-Whitfield County Planning Commission.

TO BE NOTIFIED OF ACTION. CHRISTOPHER L. LEWIS, PLS. P.O. BOX 2046 DALTON, GA 30722-2046 TEL: 706.278.7518

SYMBOL LEGEND. STORM MANHOLE (STMH), SANITARY SEWER MANHOLE, WATER METER, FIRE HYDRANT, WATER VALVE, UTILITY POLE, TELEPHONE PEDESTAL, LIGHT POLE, IRON PIN FOUND (IPF), IRON PIN SET (IPS), BUILDING SETBACK LINE, CENTERLINE, OVERHEAD POWER LINE, CHAIN LINK FENCE, OPEN TOP PIPE, CRIMPED TOP PIPE, POINT OF BEGINNING, DEED BOOK/PAGE, PLAT BOOK/PAGE, TAX PARCEL NUMBER.

811 Know what's below. Call before you dig. GRAPHIC SCALE 1 inch = 40 ft.

© 2019, LEWIS & ASSOCIATES SURVEYING, LLC. UNLESS THIS DRAWING IS STAMPED, SIGNED AND DATED BY THE SURVEYOR IT SHALL BE CONSIDERED PRELIMINARY.

Table with columns for SURVEY DATE, SURVEY CREW, COMPUTED BY, DATE DRAWN, DRAWN BY, CHECKED BY, REVISIONS, REVISION DATE, SHEET NO. (1/1), DWG SCALE (1"=40'), PROJ. NO. (19-118).



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10-5-20

**Agenda Item:** Cemetery Easement and Cemetery Easement Maintenance Agreement between City of Dalton and Internal Management, Inc.

**Department:** Administration

**Requested By:** Jason Parker

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

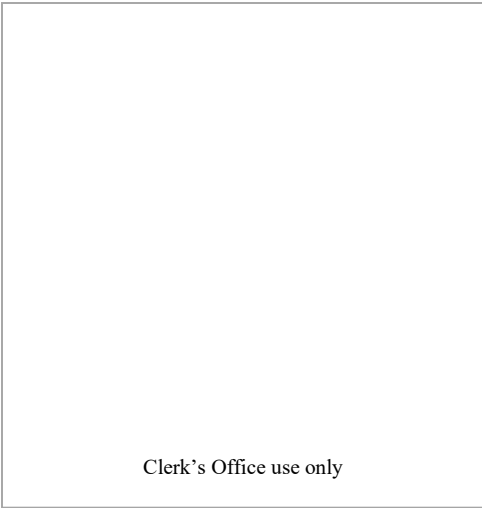
**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

Cemetery Easement and Cemetery Easement Maintenance Agreement between City of Dalton and Internal Management, Inc

Record and return to:  
G. Gargandi Vaughn  
City Attorney  
City of Dalton  
Mitchell & Mitchell, P.C.  
P.O. Box 668, Dalton, GA 30722



Clerk's Office use only

### **CEMETERY EASEMENT MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of October, 2020, by and between Internal Management, Inc. (hereinafter “Grantee”), and the CITY OF DALTON, a Georgia municipal corporation (hereinafter “City”). WHEREAS, the Grantee has received a cemetery easement from the City, located in West Hill Cemetery, on that certain tract or parcel of land as shown on the plat prepared by \*\*\*\*\* of \*\*\*\*\* Surveying, G.R.L.S No.: \*\*\*\*\* dated \*\*\*\*\* shown as Exhibit A and as recorded by deed in the land records of Whitfield County, Georgia, Deed Book \_\_\_\_\_, Page(s) \_\_\_\_, hereinafter called the “Property”.

WHEREAS, improvements are being planned by the Grantee to be built or installed on the Property, including a burial mausoleum; and

WHEREAS, the Site Plan provided by the Grantee, hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, provides for perpetual maintenance of the property by the Grantee, as indicated, within the confines of the Property; and

WHEREAS the City, Grantee, their successors and assigns, agree that the health, safety and welfare of the residents of the City of Dalton, Georgia, require that on-site maintenance of the Property be accomplished by the Grantee, in perpetuity; and

WHEREAS, the City requires that once constructed or installed as shown on the Plan, the Property shall be adequately maintained by the Grantee, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Grantee, its successors and assigns, shall adequately maintain the Property. Adequate maintenance is herein defined as compliance with the City of Dalton

Cemetery Maintenance Standards currently published, and as may be amended, by the Public Works Department as shown in Exhibit B.

2. The City, its employees and authorized agents, are hereby authorized to enter upon the Property for the purposes of inspection.
3. In the event the Grantee, its successors and assigns, fails to maintain the Property adequately within a reasonable time period after receiving a written directive from the City, the City may enter upon the Property and take reasonable steps to correct any deficiencies identified by the City not in compliance with the provisions of Exhibit B, and to thereafter charge the reasonable costs of such repairs or maintenance to the Grantee, its successors and assigns. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Property or improvements located thereon, and in no event shall this Agreement be construed to impose any such obligation on the City.
4. The Grantee, its successors and assigns, shall perform the work necessary to keep the Property and improvements adequately maintained in compliance with the requirements as outlined in Exhibit B.
5. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on the Property the Grantee, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City hereunder.
6. This Agreement imposes no liability of any kind whatsoever on the City and the Grantee agrees to hold the City harmless from any liability related to the maintenance of the Property.
7.
  - a. This Agreement shall be recorded among the land records of Whitfield County, Georgia, and shall constitute a covenant running with the land, and shall be binding upon Grantee, its executors, assigns, heirs and any other successors in interests,.
  - b. Any deed or conveyance transferring an interest in the land to a subsequent Grantee shall contain language essentially as follows, to wit: "The land conveyed herein is subject to that Cemetery Easement Maintenance Agreement of record in Deed Book \_\_\_\_, Page \_\_\_\_, Whitfield County, Georgia, Clerk's Records" (inserting proper recording data).

Clerk's Office use only

c. Upon any conveyance of the Easement by Grantee to a third party, said Grantee shall notify the City of Dalton in writing addressed to City Administrator, City of Dalton, P.O. Box 1250, Dalton, GA 30722 of the name, address and phone number of the new Grantee; and said notification shall be acknowledged in writing by the new Grantee as the case may be.

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

(Insert Grantee's name/corporation)

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
GRANTEE (printed name)

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

City of Dalton, Georgia

\_\_\_\_\_  
Unofficial Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Authorized Signatory  
CITY OF DALTON

[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

**CITY OF DALTON  
CEMETERY EASEMENT**

For and inconsideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the **City of Dalton, Georgia** (“City of Dalton”), hereby grants and conveys unto **Internal Management, Inc.**, and its successors and assigns (“Grantee”), a perpetual, exclusive easement for the right to build a mausoleum and the right of interment therein in over, through and across the following lands in the West Hill Cemetery in the City of Dalton, Georgia, the same being 1.03 acres, to wit (the “Premises”):

All that tract or parcel of land lying and being in Land Lot No. 236 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey entitled Lewell Street, by Michael Paul Bunch, Georgia Registered Land Surveyor No. 3350, September 13, 2019, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin at the southeast intersection of the east right of way line of Lewell Street (50’ R/W) and the southeast right of way of General Thomas Drive, said point being located south 08 degrees 10 minutes 59 seconds east a distance of 212.18 feet from the intersection of the centerlines of Lewell Street and West Cuyler Street; thence north 66 degrees 06 minutes 53 seconds east, along the southeast right of way line of General Thomas Drive, a distance of 78.12 feet; north 67 degrees 58 minutes 01 seconds east, along the southeast right of way line of General Thomas Drive, a distance of 75.34 feet to an iron pin; thence south 01 degrees 30 minutes 16 seconds east a distance of 340.50 feet to an iron pin; thence south 88 degrees 29 minutes 44 seconds west a distance of 144.89 feet to an iron pin; thence north 00 degrees 49 minutes 42 seconds west, along the east right of way line of Lewell Street, a distance of 177.79 feet; thence north 01 degrees 30 minutes 16 seconds west, along the east right of way line of Lewell Street, a distance of 106.56 feet to an iron pin, which is the POINT OF BEGINNING.

To have and to hold the same, for Grantee and his heirs and permitted assigns, forever, for the purpose of building a mausoleum on said property and for the right to interment therein on the express conditions that: (a) the Premises shall be subject to the current rules, conditions and restrictions imposed by the City of Dalton on West Hill Cemetery; provided however, the City of Dalton shall have no rights of ingress or egress over or through the Premises except as provided in the Cemetery Easement Maintenance Agreement entered into between the parties; (b) Grantee and his heirs, successors and assigns shall maintain the Premises in accordance with the **City of Dalton Cemetery Maintenance Standards** for West Hill Cemetery, and as may be amended, in perpetuity; and (c) the City of Dalton makes no warranties with respect to the title to or the condition of the Premises, including but not limited to, the presence of rock or other conditions in the subsurface, the easement is granted "AS IS".

IN WITNESS WHEREOF, the City of Dalton, Georgia has caused this easement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF DALTON, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[Seal]





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/05/2020

**Agenda Item:** Professional Services Agreement with Richards and Associates Engineering, Inc. for Site Design Services on the Brookwood Drive Flood Storage Project

**Department:** Public Works

**Requested By:** Andrew Parker

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

**Cost:** \$6,500

**Funding Source if Not in Budget** 2015 SPLOST - SP 179 - Brookwood Drive Flood Storage

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

This professional services agreement provides for site design services on a floodplain storage project at 915 Brookwood Drive.

The Public Works Committee provides a positive recommendation for this project to move forward. An anticipated 30,000 cubic feet of flood plain storage can be added based on the preliminary grading plan.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 5 day of October, 2020 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Richards and Associates Engineering, Inc., 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 CONSULTANT's proposal attached hereto as Exhibit "A".

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

4. **DATE OF COMMENCEMENT:** The CONSULTANT shall commence work on the project on October 12, 2020. 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 November 20, 2020.

6. **CONTRACT SUM:** The CITY shall pay to CONSULTANT the total sum of

\$ 6,500 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 \$ 50 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Richards & Associates Engineering, Inc.  
P.O. Box 220  
Chatsworth, GA 30705

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

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

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

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

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

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

its provisions.

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

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

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

CONSULTANT:

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

MAYOR

Attest: \_\_\_\_\_

CITY CLERK



# **EXHIBIT 'A'**

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

September 18, 2020

Mr. Andrew Parker  
Public Works Department  
Dalton, GA

Re: Proposal for Site Design Services  
915 Brookwood Drive  
Dalton, GA

01 Site Design \$6,500

Richards & Associates Engineering, Inc. (RAE) will use the topographic survey prepared by Lowry & Associates to design and prepare construction drawings for a pond and storm sewer relocation to help mitigate local flooding near the intersection of Brookwood Drive and Lakemont Drive. This will include a Grading and Drainage Plan, Erosion Control Design, and construction details.

We will design the pond to maximize the mitigation using the available area on the lot at 915 Brookwood Drive. The pond will be designed to allow flood water to enter and exit and will not be designed as a detention pond.

We will prepare an Erosion, Sedimentation and Pollution Control Plan as required by The City of Dalton per the Manual for Erosion and Sediment Control in Georgia. This project is expected to be less and 1.0 acre and therefore will not be subject to the requirements of the National Pollution Discharge Elimination System (NPDES).

We will visit the site two (2) times during construction. All other requested visits will be billed hourly per the attached fee schedule.

The following are excluded from this contract:

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

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

2

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

Accepted by: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

3

**STANDARD TERMS AND CONDITIONS**

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

**STANDARD FEE SCHEDULE**

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

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10-5-20

**Agenda Item:** Agreement with Jacqueline Killings, LLC to Provide Community Engagement Services

**Department:** Administration

**Requested By:** Jason Parker

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

**Cost:** \$16,500

**Funding Source if Not in Budget** General Fund

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

Agreement with Jacqueline Killings, LLC to Provide Community Engagement Services

## AGREEMENT

This agreement (“Agreement”) is entered into this 5th day of October, 2020 by and between the **City of Dalton, Georgia**, a municipal corporation (the “City”) and **Jacqueline Killings, LLC** (“LLC”), a Georgia corporation.

WHEREAS, the City desires to retain assistance to increase its community engagement through support services for public safety; youth services and communication, hereinafter referred to as “Community Engagement” as described in Section 5 of this agreement; and

WHEREAS, LLC desires to assist the City with these initiatives in accordance with the terms and conditions below.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Retainer. Pursuant to the terms and conditions of this Agreement, the City retains LLC to assist the City with Community Engagement.
  
2. Term. LLC’s tenure to provide Community Engagement shall commence on the 5<sup>th</sup> day of October, 2020, and shall continue until the 30<sup>th</sup> day of June, 2021 at which time this Agreement shall expire, unless sooner terminated as herein provided (the “Term”). The agreement may also be extended at the request of the City and with the agreement of the LLC. The agreement may be terminated by either party prior to the expiration date provided that either party gives to the other party written notice of termination at least thirty (30) days prior to termination. Notice of termination may be delivered in person; by certified mail, return receipt requested; by statutory overnight delivery; or by electronic mail. The date of receipt or attempted delivery shall be the delivery date of such notice.
  
3. Termination. This Agreement may be terminated prior to the expiration of the then current term for any of the following reasons:
  - (a) *Termination without cause*. Notwithstanding the provisions of Section 2 of this Agreement, the City shall have the right to terminate this Agreement without cause at any time prior to the expiration of the then current term upon thirty (30) days’ written notice.
  
  - (b) *Termination for Cause*. Notwithstanding the provisions of Section 2 of this Agreement, in the event of any of the following, the City shall have the right to terminate this Agreement immediately and without notice:
    - i. If LLC materially breaches this Agreement, or fails to adequately render professional services as required herein;
  
    - ii. Fraud, dishonesty or other acts of misconduct by LLC in the rendering of professional services as required herein;

- iii. In the event LLC fails or refuses to faithfully or diligently perform the provisions of this Agreement, as determined by the City; or
- iv. The LLC becomes insolvent.

The termination of this Agreement shall release the City from any further payments of compensation to LLC effective upon the date of termination, and shall release LLC from any further obligation to provide professional services hereunder as of the date of termination.

4. Compensation. As compensation for services rendered for Community Engagement, the City shall pay LLC compensation as follows:

(a) Engagement fee of \$1,500 shall be payable to LLC upon execution of the agreement.

(b) One Thousand Six Hundred Sixty Six (\$ 1,666.00) per month thereafter, provided that the City, in its sole discretion, is satisfied with LLC's performance of the services rendered under this Agreement. In the event the City is not satisfied with LLC's performance of the services rendered herein, in addition to any other remedy available hereunder or at law, the City may elect to terminate this Agreement.

Payment shall be made to LLC on or before the 10th of each month, for the duration of the agreement, for services rendered the previous month. LLC shall be responsible for and shall pay (a) all taxes associated with compensation and (b) all expenses under \$100 per month incident to providing of the services contemplated herein. The City shall reimburse LLC for (1) any expenses exceeding \$100 per month related to Community Engagement, (2) mileage for travel over 30 miles one way, and (3) any overnight lodging and meal expenses, providing that the City authorizes said expenditures in advance. LLC shall provide the City with receipts of all reimbursable expenses.

5. Duties. LLC shall report to the Public Safety Commission, with liaison of the City Administrator. Jacqueline Killings must provide all services directly and may not subcontract services without the prior, written permission of the City. The duties in providing Community Engagement Services shall include the following:

- (a) Provide Engagement services for twenty (20) hours each week, including but not limited to:
- (b) Conduct evaluations of various City services or organizational components as assigned comparing recognized best practices and standards to current operations and providing written and verbal feedback and recommendations to the City for improvement
- (c) Complete project assignments as directed in the subject areas of support services for public safety, youth services, and communication, including recommendations to the City for:
  - i. Additional resources and/or methods for public safety interactions with



- City residents with mental illness
    - ii. Methods the City may use to communicate with members of the community, especially in the area of youth engagement
    - iii. Assist the City in collaborating with youth services organizational entities to find efficiencies, and in connecting those entities with public and private funding sources
    - iv. Methods which will improve the City's recruitment efforts
    - v. Provide recommendations for the City to increase civic participation of community members; especially in the area of increasing civic participation and education as part of engagement with youth in the community
  - (d) Provide written reports for all project assignments which include a detailed explanation of activities, as well as recommendations
6. Confidentiality. LLC shall not disclose publicly any information, reports or data without first receiving authorization from the City.
7. Independent Contractor. The relationship of LLC to the City shall be that of an independent contractor. LLC shall have no right to participate in any City employee benefit program.
8. Miscellaneous.
- (a) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect thereto.
  - (b) Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in the Agreement.
  - (c) No provision of this Agreement shall be deemed waived, nor there an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.
  - (d) Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the Agreement's terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.

- (e) This Agreement may not be altered or amended except in a writing signed by the parties hereto.
- (f) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- (g) Nothing in this Agreement, express or implied, is intended to confer on any person or entity not a party to this Agreement any right or remedy by reason of this Agreement.

Notices:

All notices shall be directed for each party:

For the LLC:

Jacqueline Killings, LLC  
 3451 Misty Meadows Drive NW  
 Dalton, GA 30721

For the City:

Jason Parker, City Administrator  
 P.O. Box 1205  
 Dalton, GA 30720

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

City of Dalton, Georgia

By: \_\_\_\_\_  
 Mayor

\_\_\_\_\_(Seal)  
 LLC

Attest:

\_\_\_\_\_  
 City Clerk