

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: 12/19/24
Hearing Date: _____
Voting Date: _____

Department: Housing & Urban Development**Presenter(s) & Title:** Ken PattonHousing Initiatives Director**Agenda Item Title:**

Discussion and Possible Action on GICH Canton Housing Team proposal to conduct minor housing rehabilitation projects.

Summary:

The City has been participating in the Georgia Initiative for Community Housing Program. The City has a Housing Team (21 members from throughout the community) which participates in the 3 year program. The Canton GICH team is finishing up the second year in the program. During June and July of this year a Housing Survey was conducted in which the city staff and housing team members surveyed 1,952 properties in the city. The housing survey looked at house exteriors, foundations, steps/stairs, windows/doors and roofs. The Hosing Team identified a Target Area 1 (east side of Waleska Road to Reinhardt College Parkway to Riverstone Parkway). The Target Area contained 45 owner occupied properties with 8 of those properties being senior or disabled residents. The Housing Team proposes to conduct minor rehab work to include painting, step/stair repair and window work. The Housing Team sent out letters to these property owners and the Housing Team has received 3 inquiries about potential minor rehabilitation work. The work will be accomplished by Housing Team members and volunteers utilizing donated materials.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☐ N/A

Total Cost of Project: Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other:

Staff Recommendations:

Staff recommends that the City Council approve GICH Canton Housing Team to conduct this housing rehabilitation work.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

1. Council Agenda Cover Sheet 2. Target Area ownership list 3. Homeowner Agreement 4. Volunteer Waiver Form

CANTON TARGET AREA 1

Owner Occupied - Needs Repair

Tax Identification	Parcel Identification	Owner	Mailing Address	Mailing City	Mailin	Mailing_Z	CompleteAddress	City	Zip	Housing Aut	Foundation	Exterior	Windows	Stairs/Steps	Roof
91N01 H015	14-0168-0182		93 LAKEVIEW DRIVE	CANTON	GA	30114	93 Lakeview Dr	Canton	30114	Owner		repaint			
91N04 033	14-0168-0036		430 HOSPITAL ROAD	CANTON	GA	30114	430 Hospital Rd	Canton	30114	Owner		repaint	repaint/replace 3	repaint	
91N02 E006	14-0168-0042		20 LAKEVIEW DR	CANTON	GA	30114	20 Lakeview Dr	Canton	30114	Owner		repaint/dry rot			
91N02 E009	14-0168-0046		32 LAKEVIEW DRIVE	CANTON	GA	30114	32 Lakeview Dr	Canton	30114	Owner		Nora Shelton	repaint	repaint	
91N01 G007	14-0193-0079		66 LAKEVIEW DR	CANTON	GA	30114	66 Lakeview Dr	Canton	30114	Owner				repaint	
91N02 F004 A	14-0168-0078		17 LAKEVIEW DRIVE	CANTON	GA	30114	17 Lakeview Dr	Canton	30114	Owner				repaint	cracked/peel
91N04 018	14-0168-0082		140 MARY LANE	CANTON	GA	30114	140 Mary Ln	Canton	30114	Owner		repaint	repaint	minor repair	
91N03 004	14-0168-0106		161 MARY LANE 162?	CANTON	GA	30115	162 Mary Ln	Canton	30114	Owner				minor repair	
91N04 054	14-0168-0129		451 HOSPITAL RD	CANTON	GA	30114	451 Hospital Rd	Canton	30114	Unknown		repaint	repaint	repaint	roof structure
91N02 E010	14-0168-0136		36 LAKEVIEW DRIVE	CANTON	GA	30114	36 Lakeview Dr	Canton	30114	Owner				minor repair	
91N01 H005	14-0168-0146		5 W LAKEVIEW DRIVE	CANTON	GA	30114	5 West Lakeview Dr	Canton	30114	Owner				repaint	
91N01 H004	14-0168-0162		65 LAKEVIEW DRIVE	CANTON	GA	30114	65 Lakeview Dr	Canton	30114	Owner					cracked/peel
91N02 E003	14-0168-0192		8 LAKEVIEW DR	CANTON	GA	30114	8 Lakeview Dr	Canton	30114	Owner			repaint	repaint	
91N02 F003 A	14-0168-0194		11 LAKEVIEW DRIVE	CANTON	GA	30114	11 Lakeview Dr	Canton	30114	Owner			repaint/cracked panes	repaint	
91N02 E004	14-0168-0195		12 LAKEVIEW DRIVE	CANTON	GA	30114	12 Lakeview Dr	Canton	30114	Owner		repaint			
91N02 E007	14-0168-0210		24 LAKEVIEW DRIVE	CANTON	GA	30114	24 Lakeview Dr	Canton	30114	Owner			cracked panes	minor repair	
91N02 E008	14-0168-0212		28 LAKEVIEW DRIVE	CANTON	GA	30114	28 Lakeview Dr	Canton	30114	Owner				repaint	
91N04 048	14-0169-0111		601 HOSPITAL RD	CANTON	GA	30114	601 Hospital Rd	Canton	30114	Owner		repaint	repaint	repaint	gutter repair
91N02 D002	14-0193-0006		310 BIRCH STREET	CANTON	GA	30114	310 Birch St	Canton	30114	Owner		repaint			
91N02 B012	14-0193-0014		429 CENTER STREET	CANTON	GA	30114	429 Center St	Canton	30114	Owner	cracked			minor repair	
91N01 F006	14-0193-0024		338 BIRCH STREET	CANTON	GA	30114	338 Birch St	Canton	30114	Owner	cracked				
91N01 B016	14-0193-0038		462 CENTER STREET	CANTON	GA	30114	462 Center St	Canton	30114	Owner					cracked/peel
91N01 B009	14-0193-0039		633 ELMWOOD STREET	CANTON	GA	30114	633 Elmwood St	Canton	30114	Owner	retain wall replace			repaint	
91N02 B008	14-0193-0049		437 CENTER STREET	CANTON	GA	30114	437 Center St	Canton	30114	Owner		repaint	repaint		roof structure
91N01 B007	14-0193-0055		637 ELMWOOD STREET	CANTON	GA	30114	637 Elmwood St	Canton	30114	Owner				repaint	
91N01 D025	14-0193-0067		138 JUNIPER STREET	CANTON	GA	30114	138 Juniper St	Canton	30114	Owner					partial reroof
91N02 B013	14-0193-0070		427 CENTER STREET	CANTON	GA	30114	427 Center St	Canton	30114	Owner	posted not habitable			minor repair	
91N01 C015	14-0193-0075		436 CENTER ST	CANTON	GA	30114	436 Center St	Canton	30114	Owner		repaint	repaint	repaint	gutter repair
91N01 C017	14-0193-0114		440 CENTER STREET	CANTON	GA	30114	440 Center St	Canton	30114	Owner		repaint	repaint		solar panels
91N01 E008	14-0193-0148		331 BIRCH STREET	CANTON	GA	30114	331 Birch St	Canton	30114	Owner	cracked			minor repair	
91N01 D020	14-0193-0161		128 JUNIPER STREET	CANTON	GA	30114	128 Juniper St	Canton	30114	Owner				major reapi	
91N02 C004	14-0193-0166		202 ALPINE ST	CANTON	GA	30114	202 Alpine St	Canton	30114	Owner	cracked	repaint	repaint	major reapi	cracked/peel
91N01 B011	14-0193-0173		629 ELMWOOD STREET	CANTON	GA	30114	629 Elmwood St	Canton	30114	Owner	partial replacement	dry rot/repaint	repaint/cracked panes		total reroof
91N01 B013	14-0193-0174		458 CENTER STREET	CANTON	GA	30114	458 Center St	Canton	30114	Owner	cracked	repaint	repaint		
91N02 B003	14-0193-0185		316 BIRCH STREET	CANTON	GA	30114	316 Birch St	Canton	30114	Owner	cracked	repaint		major reapi	
91N01 D001	14-0192-0240		463 CENTER STREET	CANTON	GA	30114	463 Center St	Canton	30114	Owner		repaint			
91N01 F004	14-0193-0195		334 BIRCH ST	CANTON	GA	30114	334 Birch St	Canton	30114	Unknown					cracked/peel
91N01 E009	14-0193-0214		329 BIRCH STREET	CANTON	GA	30114	329 Birch St	Canton	30114	Owner	cracked			minor repair	
91N01 C022	14-0193-0215		450 CENTER ST	CANTON	GA	30114	450 Center St	Canton	30114	Owner			repaint		
91N01 A005	14-0193-0064		620 ELMWOOD STREET	CANTON	GA	30114	620 Elmwood St	Canton	30114	Owner				repaint	
91N01 A011	14-0193-0179		634 ELMWOOD STREET	CANTON	GA	30114	634 Elmwood St	Canton	30114	Owner			repaint		cracked/peel
91N02 C006	14-0193-0077		206 ALPINE STREET	CANTON	GA	30114	206 Alpine St	Canton	30114	Owner				minor repair	



Homeowner Agreement

THIS HOMEOWNER AGREEMENT (the "Agreement") signed on this _____ day of _____, 20__ between **the City of Canton, Georgia (hereafter, the City)** with an address of **110 Academy Street, Canton, Georgia 30114**, and _____.

In consideration of the following set forth in this Agreement, Canton and Homeowner agree:

1. Work to be Performed on the Property.

- (a) **Scope of Work.** The work to be performed on the Property (the "Work") is described in Part I of this Agreement. Homeowner acknowledges that Homeowner has reviewed and approved the description of the Work.
- (b) **No Future Work.** The homeowner understands that Canton is not undertaking to perform ongoing maintenance of the Property. The City makes no warranty as to the Work and future maintenance. Future maintenance and upkeep of the Property is solely the responsibility of the Homeowner.

2. Right of Entry. The homeowner understands that some portion of the Work may be performed within Homeowner's residence. Accordingly, Homeowner agrees that the City and its agents, contractors, employees and volunteers may have access to the interior of the Property for the purpose of: (i) inspecting, measuring and gathering information related to the Work; (ii) installing, implementing, constructing, or otherwise performing activities related to the Work; and (iii) performing any other such actions as are reasonably contemplated by the Program and this Agreement.

3. Termination of Agreement. The City reserves the right to terminate this Agreement (a) if any of Homeowner's obligations under the Agreements are not fulfilled, including the requirements under Section 2 or Section 3 of the Agreement.

4. Limitation of Liability. Neither the City nor its agents, contractors, directors, employees, officers, volunteers or other representatives shall have any liability or responsibility for any damages, loss or injury of any kind, direct or indirect, to any person or to any property in any way caused by or resulting from the performance of the Work in connection with this Agreement, except as caused by the negligence or willful misconduct of the City or any of the above-designated persons. Without limiting the generality of the foregoing, to the extent that the City is found liable for property damage to the Property in accordance with this Section 9, the City shall compensate Homeowner only for the reasonable documented cost of necessary repairs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Homeowner:

City of Canton

Print Name: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

VOLUNTEER LIABILITY WAIVER

THE PARTIES. This Volunteer Release and Waiver of Liability (Release”) is executed on _____ by _____ (“Releasor”) who releases the City of Canton, Georgia (“Releasee”) and its directors, officers, employees, and agents. Releasor desires to provide volunteer services for Releasee and engage in activities related to serving as a volunteer. Releasor understands that the scope of their relationship with the Releasee is limited to a volunteer position and that no compensation is expected in return for services provided by Releasor; Releasee will not provide any benefits traditionally associated with employment for Releasor; and that Releasor is responsible for their own insurance coverage in the event of personal injury or illness as a result of Releasor’s services to Releasee.

WAIVER AND RELEASE. Releasor releases and forever discharges and holds harmless Releasee and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the activities as a volunteer with Releasee, including claims arising out of negligence. Releasor understands and acknowledges that this Release discharges Releasee from any liability or claim that they may have against Releasee with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services Releasor provides or occurring while Releasor is provided volunteer services.

INSURANCE. Releasor affirms that they are covered by primary medical insurance and understands that they are responsible for their medical bills if injury occurs. Further, Releasor understands that Releasee does not assume any responsibility for or obligation to provide Releasor with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of Releasor’s injury, illness, death, or damage to their property. Releasor expressly waives any such claim for compensation or liability on the part of Releasee beyond what may be offered freely by Releasee in the event of such injury or medical expenses incurred by Releasor.

ASSUMPTION OF RISK. Releasor understands that the services provided by them to Releasee may include activities that are inherently dangerous to them. Releasor hereby expressly assumes the risk of injury or harm to them from these activities and releases Releasee from all liability for injury, illness, death, or property damage resulting from the services Releasor provides as a volunteer or occurring while they are participating in events.

PHOTOGRAPHIC RELEASE. Releasor grants and conveys to Releasee all rights, title, and interests in any and all photographs, images, and video or audio recordings of Releasor or their likeness or voice made by Releasee in connection with Releasor participating in Releasee’s events, including but limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

MEDICAL TREATMENT. Releasor hereby releases and forever discharges Releasee from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during Releasor’s tenure as a volunteer with Releasee. Releasor consents to Releasee providing, administering, or obtaining medical treatment for Releasor.

OTHER. Releasor expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of the state in which it is executed and that this Release shall be governed by and interpreted in accordance with said state laws. Releasor agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, Releasor expresses their understanding and intent to enter into this Release willingly and voluntarily.

RELEASOR SIGNATURE: _____

Print Name: _____ Date: _____