



**MAYOR AND COUNCIL MEETING  
MONDAY, OCTOBER 16, 2023  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION - 5:00 P.M. - COUNCIL CHAMBERS:**

- [1.](#) Review of Final Draft of Updated Charter

**REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBERS**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

- [1.](#) Mayor & Council Minutes of October 2, 2023

**Unfinished Business:**

- [2.](#) Second Reading Ordinance 23-22 Donation Drop Boxes

**New Business:**

- [3.](#) Demolition Agreement and Easement for 2001 Tampico Way
- [4.](#) Prime Engineering Professional Services Agreement
- [5.](#) Professional Services Agreement with March Adams & Associates for City Hall HVAC
- [6.](#) Mill Line Change Order #4
- [7.](#) GA811 Membership Agreement
- [8.](#) Contract with Spectra Contract Flooring – Tile Cleaning for Public Works
- [9.](#) Contract with Spectra Contract Flooring – Carpet Cleaning for Public Works
- [10.](#) Seretean Plant Concrete Pipe Lining Project Contract Award to Proshot Concrete, Inc.
- [11.](#) Resolution 23-20 Adoption of the Whitfield County Joint Comprehensive Plan 2024-2028

**Supplemental Business**

**Announcements**

**Adjournment**

A BILL TO BE ENTITLED  
AN ACT

To provide a new charter for the City of Dalton in Whitfield County, Georgia; to provide for incorporation, boundaries, and powers of the city; to provide for a governing authority of such city and the powers, duties, authority, election, terms, method of filling vacancies, compensation, qualifications, prohibitions, and removal from office relative to members of such governing authority; to provide for inquiries and investigations; to provide for organization and procedures; to provide for ordinances and codes; to provide for administrative responsibilities; to provide for boards, commissions, and authorities; to provide for a city administrator, a city attorney, a city clerk, and other personnel; to provide for rules and regulations; to provide for a municipal court and the judge or judges thereof; to provide for practices and procedures; to provide for taxation and fees; to provide for franchises, service charges, and assessments; to provide for bonded and other indebtedness; to provide for accounting and budgeting; to provide for the sale of property; to provide for penalties; to provide for an independent school system; to provide for public utilities; to provide for definitions and construction; to provide for other matters relative to the foregoing; to provide for severability; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

**ARTICLE I**

**INCORPORATION AND POWERS**

**SECTION 1.10.**

Name.

The city of Dalton in Whitfield County, Georgia, and the inhabitants thereof, are reincorporated by the enactment of this charter and are hereby constituted and declared a body politic and corporate under the name and style City of Dalton, Georgia and by that name shall have perpetual succession.

**SECTION 1.11.**

Corporate boundaries.

(a) The boundaries of the city shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of the city at all times shall be shown on a map, a written description or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: "Official Map (or Description) of the corporate limits of Dalton, Georgia." Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description.

(b) The mayor and council may provide for the redrawing of any such map by ordinance to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes



the entire map or maps which it is designated to replace.

## **SECTION 1.12.**

### **Powers and construction.**

(a) The city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. The city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.

(b) The powers of the city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of the city. These powers shall include, but not be limited to, the following:

(1) *Animal regulations.* To regulate and license or to prohibit the keeping or running at-large of animals and fowl, and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted hereunder;

(2) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the city;

(3) *Building regulation.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, fire, property maintenance, and heating and air conditioning codes; and to regulate all housing, and building trades to the extent permitted by general law;

(4) *Business regulation and taxation.* To levy and to provide for the collection of regulatory fees and taxes on privileges, occupations, trades and professions as authorized by Title 48 of the Official Code of Georgia Annotated, or other such applicable laws as are or may hereafter be enacted; to permit and regulate the same; to provide for the manner and method of payment of such regulatory fees and taxes; and to revoke such permits after due process for failure to pay any city taxes or fees;

(5) *Condemnation.* To condemn property, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the mayor and council, utilizing procedures enumerated in Title 22 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted;

(6) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons and entities;

(7) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists within or without the city, and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the

protection, safety, health or well-being of the citizens of the city;

(8) *Environmental protection.* To protect and preserve the natural resources, environment and vital areas of the city, the region, and the state through the preservation and improvement of air quality, the restoration and maintenance of water resources, the control of erosion and sedimentation, the management of stormwater and establishment of a stormwater utility, the management of solid and hazardous waste, and other necessary actions for the protection of the environment;

(9) *Ethics.* To adopt ethics ordinances and regulations governing the conduct of municipal elected officials, appointed officials, and employees, establishing procedures for ethics complaints and setting forth penalties for violations of such rules and procedures;

(10) *Fire regulations.* To fix and establish fire limits and from time to time to extend, enlarge, or restrict the same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting; and to prescribe penalties and punishment for violations thereof;

(11) *Garbage fees.* To levy, fix, assess, and collect a garbage, refuse, and trash collection and disposal, and other sanitary service charge, tax, or fee for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein benefiting from such services; to enforce the payment of such charges, taxes or fees; and to provide for the manner and method of collecting such service charges;

(12) *General health, safety, and welfare.* To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards;

(13) *Gifts.* To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;

(14) *Health and sanitation.* To prescribe standards of health and sanitation and to provide for the enforcement of such standards;

(15) *Jail sentences.* To provide that persons given jail sentences in the city's municipal court may work out such sentences in any public works or on the streets, roads, drains, and other public property in the city, to provide for commitment of such persons to any jail, to provide for the use of pretrial diversion and any alternative sentencing allowed by law, or to provide for commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;

(16) *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the city;

- (17) *Municipal agencies and delegation of power.* To create, alter, or abolish departments, boards, offices, commissions, and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;
- (18) *Municipal debts.* To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
- (19) *Municipal property ownership.* To acquire, dispose of, lease, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lesser interest, inside or outside the corporate limits of the city or the State of Georgia;
- (20) *Municipal property protection.* To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;
- (21) *Municipal utilities.* Except as otherwise set forth in this charter, to acquire, lease, construct, operate, maintain, sell, and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, stormwater management, gas works, electric light plants, cable television and other telecommunications, transportation facilities, public airports, and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations, and penalties; and to provide for the withdrawal of service for refusal or failure to pay the same;
- (22) *Nuisance.* To define a nuisance and provide for its abatement whether on public or private property;
- (23) *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this charter and the laws of the State of Georgia;
- (24) *Planning and zoning.* To provide comprehensive city planning for development by zoning; and to provide subdivision regulation and the like as the mayor and council deems necessary and reasonable to insure a safe, healthy, and aesthetically pleasing community;
- (25) *Police and fire protection.* To exercise the power of arrest through duly appointed police officers, and to establish, operate, or contract for a police and a fire-fighting agency;
- (26) *Public hazards: removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;
- (27) *Public improvements.* To provide for the acquisition, construction, building, operation, and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, public buildings, libraries, public housing, parking facilities, or charitable, cultural, educational, recreational, conservation, sport, detentional, penal, and medical institutions, agencies, and facilities; and to provide any other public improvements, inside or outside the corporate limits of the city and to regulate the use of public improvements; and for such purposes, property may be acquired by condemnation under Title 22 and Title 32 of the Official Code of Georgia Annotated, or such other applicable laws as are or may

hereafter be enacted;

(28) *Public peace.* To provide for the prevention and punishment of loitering, disorderly conduct, public drunkenness, riots, and public disturbances;

(29) *Public transportation.* To organize and operate such public transportation systems as are deemed beneficial;

(30) *Regulation of roadside areas.* To prohibit or regulate and control the erection, removal, connection, and maintenance of signs, billboards, trees, shrubs, fences, buildings, driveways, curb cuts, and any and all other structures or obstructions upon or adjacent to the rights of way of streets and roads or within view thereof, within or abutting the corporate limits of the city; and to prescribe penalties and punishment for violation of such ordinances;

(31) *Retirement.* To provide and maintain a retirement plan for officers and employees of the city;

(32) *Roadways.* To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the city; to grant franchises and rights of way throughout the streets and roads and over the bridges and viaducts for the use of public utilities; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;

(33) *Sale of alcoholic beverages.* The mayor and council shall have the power by ordinance to regulate, license and tax the wholesale and retail sale of alcoholic beverages within the city in a manner consistent with state law; and shall have the power to establish and impose by ordinance fines, license suspensions and license revocations for violations of alcoholic beverage ordinances;

(34) *Sewer fees.* To levy a fee, charge, or sewer tax as necessary to assure the acquiring, constructing, equipping, operating, maintaining, and extending of a sewage disposal plant and sewerage system, and to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge, or sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose, and collect a sewer connection fee or fees to those connected with the system;

(35) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish, and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials and to provide for the sale of such items;

(36) *Special Areas of Public Regulation.* To regulate or prohibit junk dealers, the manufacture and sale of intoxicating liquors; to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or

property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions, and shows of any kind, by taxation or otherwise; to license and tax professional fortunetelling, palmistry, and massage parlors; and to restrict adult bookstores and other adult entertainment establishments to certain areas;

(37) *Special assessments.* To levy and provide for the collection of special assessments to cover the costs for any public improvements;

(38) *Taxes: ad valorem.* To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation; and to provide homestead exemption from such taxes.

(39) *Taxes: other.* To levy and collect such other taxes as may be allowed now or in the future by law;

(40) *Urban redevelopment.* To organize and operate an urban redevelopment program;

(41) *Vehicles for hire.* To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles; and

(42) *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; to exercise all implied powers necessary or desirable to carry into execution all powers granted in this charter as fully and completely as if such powers were fully stated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and any listing of particular powers in this charter shall not be held to be exclusive of others or restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

### **SECTION 1.13.**

Exercise of powers.

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this charter. If this charter makes no provision, such shall be carried into execution as provided by ordinance, resolution, or as provided by pertinent laws of the State of Georgia.

## **ARTICLE II**

### **GOVERNMENT STRUCTURE**

### **SECTION 2.10.**

Mayor and council; number; wards; election.

The legislative authority of the government of the city, except as otherwise specifically provided in this charter, shall be vested in a governing body to be composed of a mayor and four

councilmembers who shall be known as the Mayor and Council of the City of Dalton, Georgia. The governing body established shall in all respects be a successor to and continuation of the governing authority under prior law. The mayor and councilmembers shall be elected in the manner provided by general law and this charter. For the purpose of electing councilmembers, the city shall consist of four wards. The boundaries of the four wards shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of each ward at all times shall be shown on a map, a written description, or any combination thereof, to be retained in the office of the city clerk and to be designated, as the case may be: "Official Map (or Description) of the Election Wards of the City of Dalton, Georgia." Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description. Each candidate for the position of councilmember must reside in the ward he or she seeks to represent, but such wards shall be residency wards only and not voting wards. All elections for mayor and councilmembers shall be at-large by the voters of the entire city.

#### **SECTION 2.11.**

Terms and qualifications for office for mayor and councilmembers.

The mayor and councilmembers shall serve for terms of four years and until their respective successors are elected and qualified. No person shall be eligible to serve as mayor or councilmember unless that person shall have been a resident of the area comprising the corporate limits of the city for a continuous period of at least twelve (12) months immediately prior to the date of the election for mayor or councilmember, shall continue to reside therein during that person's period of service, and shall continue to be registered and qualified to vote in municipal elections of the city. In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a ward unless that person: (i) has been a resident of the ward such person seeks to represent for a continuous period of at least six (6) months immediately prior to the date of the election for councilmember; and (ii) continues to reside in such ward during that person's period of service. In the event that a councilmember no longer resides in the ward he or she was elected to represent, such councilmember shall immediately resign from the council. The terms of councilmembers shall be staggered as in effect on the date of this charter. For purposes of this provision, a person shall be deemed to be a resident where he or she is domiciled.

#### **SECTION 2.12.**

Vacancy; filling of vacancies

(a) The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, removal from office in any manner authorized by this charter, or occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted.

(b) A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by appointment by the mayor and council or those members remaining if less than 12 months remains in the unexpired term. If such vacancy occurs 12 months or more prior to the expiration of the term of that office, it shall be filled for the remainder of the unexpired

term by a special election, as provided for in Section 5.13 of this charter and in accordance with Titles 21 and 45 of the Official Code of Georgia Annotated, or other such laws as are or may hereafter be enacted.

(c) This provision shall also apply to a temporary vacancy created by the suspension from office of the mayor or any councilmember.

### **SECTION 2.13.**

#### **Compensation and expenses.**

The mayor and councilmembers shall receive compensation and expenses for their services as provided by ordinance. The compensation in effect as of the date of enactment of this charter shall continue until modified as provided herein.

### **SECTION 2.14.**

#### **Conflicts of Interest; Holding Other Offices.**

(a) Elected and appointed officers of the city are trustees and servants of the residents of the city and shall act in a fiduciary capacity for the benefit of such residents.

(b) *Conflict of Interest.* No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:

(1) Engage in any business or transaction, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of that person's official duties or which would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(2) Engage in or accept private employment, or render services for private interests when such employment or service is incompatible with the proper discharge of that person's official duties or would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(3) Disclose confidential information, including information obtained at meetings which are closed pursuant to Title 50, chapter 14 of the Official Code of Georgia Annotated, concerning the property, government, or affairs of the governmental body by which the official is engaged without proper legal authorization; or use such information to advance the financial or other private interest of the official or others;

(4) Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm or corporation which to the official's knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which the official is engaged; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;

(5) Represent other private interests in any action or proceeding against this city or any

portion of its government; or

(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which the official has a financial interest.

(c) *Disclosure.* Any elected official, appointed officer, or employee who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such interest to the city council. The mayor or any councilmember who has a financial interest in any matter pending before the city council shall disclose such interest and such disclosure shall be entered on the records of the city council, and that official shall disqualify himself or herself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such interest to the governing body of such agency or entity.

(d) *Use of Public Property.* No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit or profit but shall use such property only in their capacity as an officer or employee of the city.

(e) *Contracts Voidable and Rescindable.* Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render said contract or sale voidable at the option of the city council.

(f) *Ineligibility of Elected Official.* Except where authorized by law, neither the mayor nor any councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which that official was elected.

(g) *Political Activities of Certain Officers and Employees.* No appointive officer of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. No employee of the city shall continue in such employment upon qualifying for or election to any public office in this city or any other public office which is inconsistent, incompatible or in conflict with the duties of the city employee. Such determination shall be made by the mayor and council either immediately upon election or at any time such conflict may arise.

(h) *Penalties for Violation.*

(1) Any city officer or employee who knowingly conceals such financial interest or knowingly violates any of the requirements of this section shall be guilty of malfeasance in office or position and shall be deemed to have forfeited that person's office or position.

(2) Any officer or employee of the city who shall forfeit an office or position as described in paragraph (1) above, shall be ineligible for appointment or election to or



employment in a position in the city government for a period of three years thereafter.

## **SECTION 2.15.**

### **Inquiries and investigations.**

Following the adoption of an authorizing resolution, the mayor and council may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof, and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the mayor and council shall be punished as provided by ordinance.

## **SECTION 2.16.**

### **General Power and Authority of the Mayor and Council.**

- (a) Except as otherwise provided by law or this charter, the mayor and council shall be vested with all the powers of government of this city.
- (b) In addition to all other powers conferred upon it by law, the mayor and council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Dalton and may enforce such ordinances by imposing penalties for violation thereof.
- (c) In addition to all other powers conferred upon it by law, the mayor and council shall have the power and authority to appoint, remove, demote, and discharge the head of any department of the city at any time in the mayor and council's discretion, except as otherwise provided by this charter, ordinance, or by law.

## **SECTION 2.17.**

### **Eminent Domain.**

The mayor and council is hereby empowered to acquire, construct, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, stormwater, infrastructure, waterworks, electrical systems, gas systems, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities, and any other public improvements inside or outside the city, and to regulate the use thereof, and for such purposes, property may be condemned under procedures established under general law applicable now or as provided in the future.

## **SECTION 2.18.**

### **Organizational meetings.**

The mayor and council shall hold an organizational meeting on the first regularly scheduled

meeting in January following the November election in which a councilmember seat or the mayoral position is on the ballot. The meeting shall be called to order by the mayor or the city clerk and the oath of office shall be administered to the newly elected members by a judicial officer authorized to administer oaths and shall, to the extent that it comports with federal and state law, be as follows:

“I do solemnly (swear)(affirm) that I will faithfully perform the duties of (title of office) of this city and that I will support and defend the charter thereof as well as the constitution and laws of the State of Georgia and of the United States of America. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident of my district and the City of Dalton for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Dalton to the best of my ability without fear, favor, affection, reward, or expectation thereof.”

## **SECTION 2.19.**

### **Regular and special meetings.**

- (a) The mayor and council shall hold regular meetings at such times and places as shall be prescribed by ordinance. All meetings shall be held in accordance with Code Section 50-14-1 of the Official Code of Georgia Annotated.
- (b) Special meetings of the mayor and council may be held on call of the mayor or two councilmembers. Notice of such special meetings shall be served on all other members personally, by telephone personally, or by electronic transmission, at least 24 hours in advance of the meeting. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember and the mayor in writing before or after such a meeting, and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's or mayor's presence. Only the business stated in the call may be transacted at the special meeting.
- (c) All meetings of the mayor and council shall be public to the extent required by law, and notice to the public of special meetings shall be made as fully as is reasonably possible as provided by Code Section 50-14-1 of the Official Code of Georgia Annotated or other such applicable laws as are or may hereafter be enacted.

## **SECTION 2.20.**

### **Rules of procedure.**

- (a) The mayor and council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping minutes of its proceedings, which shall be a public record.

(b) Except as otherwise provided by resolution or ordinance, all committees composed entirely of members of the mayor and council shall be appointed by the mayor and shall serve at the pleasure of the mayor.

## **SECTION 2.21.**

Quorum: voting.

(a) Except as otherwise provided herein, three (3) councilmembers shall constitute a quorum and shall be authorized to transact the business of the mayor and council. In the event only two (2) councilmembers are eligible to vote on a matter due to the absence, abstention, or recusal of two (2) councilmembers, then the mayor and two (2) councilmembers shall constitute a quorum and shall be authorized to transact the business of the mayor and council. The mayor pro tempore acting in the absence of the mayor shall be counted as a councilmember for the purposes of determining a quorum and voting. Except as otherwise provided in this charter, the affirmative vote of three (3) councilmembers shall be required for the adoption of any ordinance, resolution, or motion. In the event the quorum is comprised of the mayor and two (2) councilmembers, then the affirmative vote of the mayor and two (2) councilmembers shall be required for the adoption of any ordinance, resolution, or motion. In the case of a tie vote among the four (4) councilmembers, the vote of two (2) councilmembers and the mayor shall be required for the adoption of any ordinance, resolution, or motion. Voting on the adoption of ordinances, resolutions, or motions shall be by voice vote and the vote shall be recorded in the minutes of the proceedings, but any member of the mayor and council shall have the right to request a roll-call vote and such vote shall be recorded in the minutes of the proceedings. An abstention or recusal shall not be counted as a vote for or against and will not defeat a quorum.

(b) No member of the city council shall abstain from voting on any matter properly brought before the council for official action except when such councilmember has a conflict of interest which is disclosed in writing prior to or orally at the meeting and made a part of the minutes. Any member of the city council present and eligible to vote on a matter and refusing to do so for any reason other than a properly disclosed and recorded conflict of interest shall be deemed to have acquiesced or concurred with the members of the majority who did vote on the question involved.

## **SECTION 2.22.**

Ordinance form; procedures.

(a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be “BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same, IT IS HEREBY ORDAINED” and every ordinance shall so begin.

(b) An ordinance may be introduced by any councilmember or the mayor and be read at a regular or special meeting of the mayor and council. Ordinances shall be considered and adopted or rejected by the mayor and council in accordance with the rules which it shall establish; provided, however, that an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in Section 2.24 of this charter. Upon introduction of any ordinance, the clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall

file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

### **SECTION 2.23.**

Action requiring an ordinance.

Acts of the mayor and council which have the force and effect of law shall be enacted by ordinance.

### **SECTION 2.24.**

Emergencies.

(a) To meet a public emergency affecting life, health, property, or public peace, the mayor and council may convene on the call of the mayor or two councilmembers and promptly adopt an emergency ordinance, but such ordinance may not levy taxes; grant, renew, or extend a franchise; or authorize the borrowing of money except for loans to be repaid within 30 days. An emergency ordinance shall be introduced in the form prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed 30 days following the date upon which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(b) Such meetings shall be open to the public to the extent required by law, and notice to the public of emergency meetings shall be made as fully as is reasonably possible in accordance with Code Section 50-14-1 of the Official Code of Georgia Annotated or such other applicable laws as are or may hereafter be enacted.

### **SECTION 2.25.**

Codes of technical regulations.

(a) The mayor and council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that: (1) the requirements of Section 2.22(b) for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and (2) a copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to Section 2.26.

(b) Copies of any adopted code of technical regulations shall be made available by the city clerk or building inspector for inspection by the public.

## **SECTION 2.26.**

Signing; authenticating; recording; codification; printing.

- (a) The city clerk shall authenticate all ordinances adopted by the mayor and council by his or her signature and record in full in a properly indexed book kept for that purpose.
- (b) The mayor and council shall provide for the preparation of a general codification of all the ordinances of the city having the force and effect of law. The general codification shall be adopted by the mayor and council by ordinance and shall be published, together with all amendments thereto and such codes of technical regulations and other rules and regulations as the mayor and council may specify. This codification shall be known and cited officially as "The Code of the City of Dalton, Georgia." Copies of the code shall be furnished to all officers, departments, and agencies of the city, and made available for purchase by the public at a reasonable price as fixed by the mayor and council.
- (c) The mayor and council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption, and the printed ordinances and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the mayor and council. Following publication of the first code under this charter and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The mayor and council shall make such further arrangements as deemed desirable with reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

## **SECTION 2.27.**

City Administrator; Appointment; Qualifications; Compensation.

The mayor and council shall appoint a city administrator for an indefinite term and shall fix the city administrator's compensation. The city administrator shall be appointed solely on the basis of executive and administrative qualifications.

## **SECTION 2.28.**

Removal of City Administrator.

The city administrator is employed at will and may be summarily removed from office at any time by the mayor and council at a meeting held in accordance with this charter. In this matter the mayor shall be entitled to cast a vote without regard to a tie vote among the councilmembers.

## **SECTION 2.29.**

Powers and Duties of the City Administrator.

The city administrator shall be the chief executive and administrative officer of the city. The city administrator shall be responsible to the city council for the administration of all city affairs placed in the city administrator's charge by or under this charter. As the chief executive and administrative officer, the city administrator shall:

- (1) Supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this charter or by law.
- (2) To act as budget officer for the City of Dalton pursuant to the powers set forth in O.C.G.A. § 36-81-1 et seq. To further set the budgetary calendar to meet the requirements of law and prescribe the form for presentation of any budgetary request to the City of Dalton. Budget requests shall be initially filed with the city administrator. The city administrator shall annually, or more often as may be required by the mayor and council, prepare and propose a balanced budget for the City of Dalton.
- (3) Care and be responsible for all buildings and all real and personal property of the city.
- (4) In the event there is not an acting department head, appoint, suspend, or remove all city employees in such department, except as otherwise provided by law or this charter.
- (5) Advise the mayor and council on the hiring or termination of department heads over whom the city administrator has management and supervision responsibility.
- (6) Attend meetings of the mayor and council and its committees and assist all of the standing or special committees of the city and make available to them such information as may be needed.
- (7) Advise and assist the mayor and councilmembers in the performance of their duties.
- (8) Review and advise the mayor and council regarding the activities of the various departments, bureaus, boards, commissions, authorities, of the city under the direct authority of the mayor and council.
- (9) Serve ex-officio as a nonvoting member of all boards, commissions, authorities, or agencies of the city under the direct authority of the mayor and council, except for those boards, commissions, authorities, or agencies created under local act or for which authority is provided by general statute of the General Assembly of Georgia.
- (10) Perform all other duties as may be lawfully delegated to him or her by the mayor and council.

## **SECTION 2.30.**

### **Mayor and Council Interference with Administration.**

Except as otherwise provided in this charter and except for the purpose of inquiries and investigations under Section 2.15, the mayor and council or its members shall provide orders or direction to city officers and employees who are subject to the direction and supervision of the city

administrator through the city administrator, and neither the mayor and council nor its members shall give orders to any such officer or employee, either publicly or privately.

### **SECTION 2.31.**

#### **Powers and Duties of Mayor.**

The mayor shall:

- (a) preside at all meetings of the city council;
- (b) present first draft of agenda at all meetings of the city council;
- (c) be the head of the city for the purpose of service of process and for ceremonial purposes, and be the official spokesperson for the city and the chief advocate of policy;
- (d) be the deciding vote on matters before the city council in the event of a tied vote of the councilmembers;
- (e) have power to administer oaths and to take affidavits; and
- (f) sign as a matter of course on behalf of the city all written and approved contracts, ordinances and other instruments executed by the city which by law are required to be in writing.

### **SECTION 2.32.**

#### **Selection of mayor pro tempore.**

By a majority vote of the mayor and council, a councilmember shall be elected to serve as mayor pro tempore who shall serve at the pleasure of the mayor and council for same term as the mayor. The mayor pro tempore shall continue to vote and otherwise participate as a councilmember.

### **SECTION 2.33.**

#### **Mayor pro tempore.**

During the absence or physical or mental disability of the mayor for any cause, the mayor pro tempore, or in the mayor pro tempore's absence or disability for any reason, any one of the councilmembers chosen by a majority vote of councilmembers, shall be clothed with all the rights and privileges of the mayor and shall perform the duties of the office of the mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by majority vote of all councilmembers. The mayor pro tempore or selected councilmember shall sign all contracts and ordinances in which the mayor has a disqualifying financial interest as provided in Section 2.14 of this charter.

## **ARTICLE III**

## **ADMINISTRATIVE AFFAIRS**

### **SECTION 3.10.**

#### **Chief Financial Officer**

- (a) The office of chief financial officer is created and established for the city with the powers, duties, method of appointment, qualifications, term of office, and compensation as hereinafter provided.
- (b) The mayor and council by a majority vote shall appoint a chief financial officer for an indefinite term by motion recorded in the minutes of the proceedings of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.
- (c) The compensation of the chief financial officer shall be fixed by the city administrator.
- (d) The chief financial officer shall be the director of the department of finance and shall report to the city administrator.
- (e) The chief financial officer shall perform such financial duties as may be assigned by the city administrator or as may be required by law.
- (f) The chief financial officer may be suspended and or removed by a majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

### **SECTION 3.11.**

#### **City clerk.**

- (a) The mayor and council shall appoint a city clerk for an indefinite term by motion recorded in the minutes of the proceedings of the mayor and council who shall not be an elected officer or the head of any other department of the city. The city clerk shall report to the city administrator. The city clerk may be suspended and or removed by a majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.
- (b) The city clerk shall be the custodian of the official city seal and city records; attend all meetings of the mayor and council and keep accurate minutes of all its proceedings; maintain all oaths taken by officers and employees of the city; supervise and keep a record of all elections; maintain a record of all appointments to office; be the custodian of all city contracts, deeds to city real estate and leases of city property; authenticate and certify city documents; and undertake such additional tasks as may be assigned by the city administrator from time to time.
- (c) The compensation of the city clerk shall be fixed by the city administrator.



## **SECTION 3.12**

### **City auditor.**

- (a) The mayor and council shall appoint a city auditor for an indefinite term who shall be a certified public accountant or a certified public accountant firm. The city auditor shall be responsible for providing an annual independent audit of all city accounts, funds, and financial transactions in accordance with generally accepted auditing principles.
- (b) The city auditor is not a public official of the city and does not take an oath of office. The city auditor shall at all times be an independent contractor.
- (c) The city auditor shall be removed at any time upon majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

## **SECTION 3.13.**

### **City attorney.**

The mayor and council shall appoint a city attorney who has been recommended by the city administrator for an indefinite term who shall be a member in good standing of the State Bar of Georgia and shall have practiced law for at least five years at the time of his or her appointment, together with such assistant city attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers. The city attorney shall be responsible for providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting attorney in the municipal court; shall attend the meetings of the mayor and council and its commissions and authorities; shall advise the mayor, councilmembers and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the position as city attorney. The city attorney shall review all contracts of the city but shall not have the power to bind the city.

## **SECTION 3.14**

### **Administrative and service departments.**

- (a) Except as otherwise provided in this charter, the mayor and council, by ordinance or resolution, shall prescribe the functions or duties of, and establish, abolish, alter, consolidate, or leave vacant, all nonelective offices, positions of employment, departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city.
- (b) Except as otherwise provided by this charter or by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
- (c) All appointive officers and directors of departments shall receive such compensation as prescribed by the city administrator.

(d) There shall be a director of each department or agency who shall be its principal officer. Each director shall, subject to the direction and supervision of the city administrator, be responsible for the administration and direction of the affairs and operations of that director's department or agency.

(d) The director of each department or agency may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

### **SECTION 3.15.**

#### **Boards, commissions, and authorities.**

(a) *General Authority.*

(1) The mayor and council shall create by ordinance such boards, commissions, and authorities to fulfill any investigative, advisory, quasi-judicial, or quasi-legislative function as the mayor and council deems necessary and shall by ordinance establish the composition, period of existence, duties, and powers thereof.

(2) All members of boards, commissions, and authorities of the city shall be appointed by the mayor and council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, terms of office, or manner of appointment is prescribed by this charter or by law. Except as otherwise prescribed by this charter or by law, members of boards, commissions, and authorities of the city shall serve at will and may be removed by the majority vote of the mayor and council. In this matter the mayor may cast a vote without regard to a tie vote among the councilmembers.

(3) The mayor and council, by ordinance, may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority.

(4) Except as otherwise provided by charter or by law, no member of any board, commission, or authority shall hold any elective office in the city.

(5) Any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by this charter or by law.

(6) No member of a board, commission, or authority shall assume office until that person has taken an oath obligating himself or herself to faithfully and impartially perform the duties of that member's office, such oath to be prescribed by ordinance or resolution.

(7) Except as otherwise provided by this charter or by law, each board, commission, or authority of the city shall elect one of its members as chair and one member as vice chair, and may elect as its secretary one of its own members or may appoint as secretary an employee of the city. Each board, commission, or authority of the city government may establish such bylaws, rules, and regulations, not inconsistent with this charter, ordinances

of the city, or law, as it deems appropriate and necessary for the fulfillment of its duties or the conduct of its affairs. Copies of such bylaws, rules, and regulations shall be filed with the city clerk.

(8) All meetings of boards, commissions and authorities shall be public to the extent required by law, and notice to the public of special meetings shall be made as fully as is reasonably possible as provided by Code Section 50-14-1 of the O.C.G.A. or other such applicable laws as are or may hereafter be enacted.

### **SECTION 3.16.**

Personnel policies.

(a) All employees of the city shall serve at will and may be terminated at any time unless otherwise provided by this charter, ordinance, or by law.

(b) Subject to subsection (a) of this Section 3.16, the rights, status, salaries, wages, rank, and conditions of employment of all employees of the city shall be and remain as they existed at the time this charter becomes effective and shall so remain until and unless changed or terminated under some provision of this charter, by ordinance or resolution of the mayor and council, or by the exercise of such authority delegated by mayor and council.

(c) No appointed officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office.

## **ARTICLE IV**

### **JUDICIAL BRANCH**

#### **SECTION 4.10.**

Creation; name.

There shall be a court to be known as the Municipal Court of the City of Dalton, Georgia.

#### **SECTION 4.11.**

Chief judge; associate judge; prosecuting attorney.

(a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or stand-by judges as shall be provided by ordinance.

(b) No person shall be qualified or eligible to serve as a judge on the municipal court unless that person shall have attained the age of 21 years, shall be a member in good standing of the State Bar of Georgia, and shall possess all qualifications required by law. All judges shall be appointed by the mayor and council.

(c) Compensation of the judges shall be fixed by the mayor and council.

- (d) Judges shall serve at will and may be removed from office at any time by the mayor and council unless otherwise provided by ordinance or other law.
- (e) Before assuming office, each judge shall take the oath provided in Section 2.18 of this charter. The oath shall be entered upon the minutes of the proceedings of the mayor and council.
- (f) The mayor and council may employ a qualified attorney to prosecute violations of city ordinances and other offenses over which the municipal court has jurisdiction upon such terms as the mayor and council may determine.
- (g) The municipal court shall have a court administrator appointed by the mayor and council.

#### **SECTION 4.12.**

##### **Convening.**

The municipal court shall be convened at regular intervals as determined by the court administrator.

#### **SECTION 4.13.**

##### **Jurisdiction; powers.**

- (a) The municipal court shall try and punish violations of this charter, all city ordinances, and such other violations as provided by law.
- (b) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed \$200.00 or ten days in jail.
- (c) The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or imprisonment for 180 days, or both such fine and imprisonment, or may fix punishment by fine, imprisonment, or alternative sentencing, as now or hereafter provided by law.
- (d) The city administrator shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation, and caretaking of prisoners bound over to superior courts for violations of state law.
- (e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety for the appearance of persons charged with violations. Whenever any person shall give bail for that person's appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited, and the judge presiding at such time shall issue an execution thereon by serving the defendant and the defendant's sureties with a rule nisi at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial and such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the city or the property so deposited shall have a lien against it for the value

forfeited which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

(f) The municipal court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgments, and sentences; and to administer such oaths as are necessary.

(g) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas, and warrants which may be served as executed by any officer as authorized by this charter or by law.

(h) Each judge of the municipal court shall be authorized to issue warrants for the arrest of persons charged with offenses against any ordinance of the city, and each judge of the municipal court shall have the same authority as a magistrate of the state to issue warrants for offenses against state laws committed within the city.

#### **SECTION 4.14.**

##### **Appeal.**

Any person aggrieved by a decision of the municipal court shall have the right to appeal as provided by law.

#### **SECTION 4.15.**

##### **Rules for court.**

With the approval of the mayor and council, the court administrator shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the mayor and council may adopt in part or in total the rules and regulations applicable to municipal courts. The rules and regulations made or adopted shall be filed with the city clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

### **ARTICLE V**

#### **ELECTIONS AND REMOVAL**

#### **SECTION 5.10.**

##### **Applicability of general law.**

All primaries and elections shall be held and conducted in accordance with the Georgia Election Code (Title 21, Chapter 2 of the Official Code of Georgia Annotated) as now or hereafter amended.

#### **SECTION 5.11.**

##### **Nonpartisan elections.**

Political parties shall not conduct primaries for city offices and all names of candidates for city

offices shall be listed without party designations.

#### **SECTION 5.12.**

Election by majority vote.

The candidates for mayor and councilmember who receive a majority of the votes cast in the applicable election shall be elected to a term of office. In the event no candidate receives a majority of the votes cast in said election, a run-off election shall be held between the two candidates receiving the highest number of votes. Such run-off shall be held at the time specified by state election law, unless such run-off date is postponed by court order.

#### **SECTION 5.13.**

Special elections.

The mayor and council shall have the power to call for a special election as provided by this charter or the laws of the State of Georgia. Any special election shall be held and conducted in accordance with the "Georgia Election Code," Chapter 2 of Title 21 of the Official Code of Georgia Annotated, as now or hereafter amended.

#### **SECTION 5.14.**

Other provisions.

Except as otherwise provided by this charter, the mayor and council shall, by ordinance, prescribe such rules and regulations it deems appropriate to fulfill any options and duties under the Georgia Election Code.

#### **SECTION 5.15.**

Removal of officers.

(a) The mayor or a councilmember may be removed from office for any one or more of the causes provided in Title 45 of the Official Code of Georgia Annotated or such other applicable laws as are or may hereafter be enacted.

(b) Removal of an officer pursuant to subsection (a) of this section shall be accomplished by one of the following methods:

(1) A decision of an impartial panel following a hearing on action taken by the city council. In the event an elected officer is sought to be removed by the action of the city council, such officer shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten (10) days after the service of such written notice. The city council shall provide by ordinance for the manner in which such hearings shall be held. Any elected officer sought to be removed from office as herein provided shall have the right of appeal from the decision of the city council to the Superior Court of Whitfield County. Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court.

(2) An order of the Superior Court of Whitfield County following a hearing on a

complaint seeking such removal brought by any resident of the city of Dalton.

**SECTION 5.16.**

Registration; conduct of elections

The mayor and council is authorized and empowered to designate and contract with the Whitfield County Registrar and Board of Elections to receive voter registration of city electors, qualify candidates, and to conduct city elections.

**ARTICLE VI**

**FINANCE**

**SECTION 6.10.**

Property tax.

The mayor and council may assess, levy, and collect an ad valorem tax on all real and personal property within the corporate limits of the city that is subject to such taxation by the state and county. This tax is for the purpose of raising revenues to defray the costs of operating the city government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by the mayor and council in its discretion.

**SECTION 6.11.**

Millage rate; due dates; payment methods.

The mayor and council, by ordinance, shall establish a millage rate for the city property tax, a due date, and the time period within which these taxes must be paid. The mayor and council, by ordinance, may provide for the payment of these taxes by installments or in one lump sum, as well as authorize the voluntary payment of taxes prior to the time when due. The mayor and council may contract with the Whitfield County Tax Commissioner to collect taxes.

**SECTION 6.12.**

Occupation and business taxes.

The mayor and council by ordinance shall have the power to levy such occupation or business taxes as are not denied by law. The mayor and council may classify businesses, occupations, or professions for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in Section 6.18 of this charter.

**SECTION 6.13.**

Administration fees; regulatory fees; permits.

The mayor and council by ordinance shall have the power to require businesses or practitioners doing business within the city to obtain a permit for such activity from the city and pay a reasonable administration fee or regulatory fee for such permit as provided by general law. Such fees shall reflect the total cost to the city of regulating the activity, and, if unpaid, shall be collected as

provided in Section 6.18 of this charter.

#### **SECTION 6.14.**

##### **Franchises**

(a) The mayor and council shall have the power to grant franchises for the use of the city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations. The mayor and council shall determine the duration, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises; provided, however, no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city receives just and adequate compensation therefor. The mayor and council shall provide for the registration of all franchises with the city clerk in a registration book kept by the city clerk. The mayor and council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

(b) If no franchise agreement is in effect, the mayor and council has the authority to impose a tax on gross receipts for the use of the city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations.

#### **SECTION 6.15.**

##### **Service charges.**

The mayor and council by ordinance shall have the power to assess and collect fees, charges, and tolls for stormwater, solid waste collection, sanitary and health services, or any other services provided or made available within and without the corporate limits of the city for the total cost to the city of providing or making available such services. If unpaid, such charges shall be collected as provided in Section 6.18 of this charter.

#### **SECTION 6.16.**

##### **Special assessments.**

The mayor and council by ordinance shall have the power to assess and collect the cost of constructing, reconstructing, widening, or improving any public way, street, sidewalk, curbing, gutters, sewers, or other utility mains and appurtenances from the abutting property owners under such terms and conditions as are reasonable. If unpaid, such charges shall be collected as provided in Section 6.18 of this charter.

#### **SECTION 6.17.**

##### **Construction; other taxes and fees.**

The city shall be empowered to levy any other tax or fee allowed now or hereafter by law, and the specific mention of any right, power, or authority in this article shall not be construed as limiting in any way the general powers of the city to govern its local affairs.



### **SECTION 6.18.**

#### **Collection of delinquent taxes and fees.**

The mayor and council, by ordinance, may provide generally for the collection of delinquent taxes, fees, or other revenue due the city under Sections 6.10 through 6.17 of this charter by whatever reasonable means as are not precluded by law. This shall include providing for the dates when the taxes or fees are due; late penalties or interest; issuance and execution of fi.fas.; creation and priority of liens; making delinquent taxes and fees personal debts of the persons required to pay the taxes or fees imposed; revoking city permits or licenses for failure to pay any city taxes or fees; and providing for the assignment or transfer of tax executions.

### **SECTION 6.19.**

#### **General obligation bonds.**

The mayor and council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

### **SECTION 6.20.**

#### **Revenue bonds.**

Revenue bonds may be issued by the mayor and council as state law now or hereafter provides. Such bonds are to be paid out of any revenue produced by the project, program, or venture for which they were issued.

### **SECTION 6.21.**

#### **Short-term loans.**

The city may obtain short-term loans and must repay such loans not later than December 31 of each year, unless otherwise provided by law.

### **SECTION 6.22.**

#### **Lease-purchase contracts.**

The city may enter into multiyear lease, purchase, or lease-purchase contracts for the acquisition of goods, materials, real and personal property, services, and supplies provided the contract terminates without further obligation on the part of the city at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. Contracts must be executed in accordance with the requirements of Code Section 36-60-13 of the Official Code of Georgia Annotated, or other such applicable laws as are or may hereafter be enacted.

### **SECTION 6.23.**

#### **Fiscal year.**

The mayor and council shall set the fiscal year by ordinance. This fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department, agency, and activity of the city government unless otherwise provided by state or federal law.

### **SECTION 6.24.**

#### **Preparation of budgets.**

(a) The mayor and council shall provide a resolution on the procedures and requirements for the preparation and execution of an annual operating budget and a capital budget, including requirements as to the scope, content, and form of such budgets and plans.

(b) Budgets shall be prepared for the General Fund, Debt Service Fund, Capital Projects Fund, Special Revenue Fund(s) and any other fund deemed as necessary by the mayor and council or mandated by state law.

### **SECTION 6.25.**

#### **Submission of Operating Budget to Mayor and Council.**

On or before a date fixed by the city council but not later than 30 days prior to the beginning of each fiscal year, the city administrator shall submit to the mayor and council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the city administrator containing a statement of the general fiscal policies of the city, the important features of the budget, explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other pertinent comments and information. The operating budget and the capital budget hereinafter provided for, the budget message, and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

### **SECTION 6.26.**

#### **Action by mayor and council on budget.**

(a) The mayor and council may amend the operating budget and the capital budget proposed by the city administrator, except that the budget as finally amended and adopted must provide for all expenditures required by state law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues.

(b) The mayor and council by voice vote shall adopt the final operating budget and the capital budget for the ensuing fiscal year not later than the first regularly scheduled meeting of each year. If the mayor and council fails to adopt the budget by this date, the amounts appropriated for operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated accordingly until such time as the mayor and council adopts a budget for the ensuing fiscal year. Adoption of the budgets shall take the form of an

appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity as set out in the budget preparation resolution adopted pursuant to Section 6.24 of this charter.

(c) The amount set out in the adopted operating budget and the capital budget for each city department shall constitute the annual appropriation for such, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations or allotment thereof to which it is chargeable.

#### **SECTION 6.27.**

##### **Tax levies.**

The mayor and council shall levy by ordinance such taxes as are necessary and authorized by the laws of the State of Georgia. The taxes and tax rates set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances, and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual operating budget for defraying the expenses of the general government of the city.

#### **SECTION 6.28.**

##### **Changes in appropriations.**

The mayor and council by ordinance may make changes in the appropriations contained in the current operating budget at any regular meeting or special or emergency meeting called for such purpose.

#### **SECTION 6.29.**

##### **Capital Budget.**

(a) On or before the date fixed by the mayor and council, the city administrator shall submit to the mayor and council a proposed capital improvements plan with a recommended capital budget containing the means of financing the improvements proposed for the ensuing fiscal year. The mayor and council shall have power to accept, with or without amendments, or reject the proposed plan and proposed budget. The mayor and council shall not authorize an expenditure for the construction of any building, structure, work or improvement, unless the appropriations for such project are included in the capital budget, except to meet a public emergency as provided in Section 2.24.

(b) The mayor and council shall adopt by ordinance the final capital budget for the ensuing fiscal year. The city administrator may submit amendments to the capital budget to the Mayor and Council at any time during the fiscal year, accompanied by recommendations. Any such amendments to the capital budget shall become effective only upon adoption by ordinance.

### **SECTION 6.30.**

Unexpended appropriations and capital budgets.

All unexpended appropriations and capital budgets shall lapse at the fiscal year-end without any action of the mayor and council.

### **SECTION 6.31.**

Independent audit.

There shall be an annual independent audit of all city accounts, funds, and financial transactions by the city auditor. The audit shall be conducted according to generally accepted auditing principles. Any audit of any funds by the state or federal governments may be accepted as satisfying the requirements of this charter. Copies of annual audit reports shall be available at printing costs to the public.

### **SECTION 6.32.**

Contracting procedures.

No contract with the city shall be binding on the city unless:

- (a) It is in writing;
- (b) It is drawn by or submitted to and reviewed by the city attorney;
- (c) It is made or authorized by the mayor and council and such approval is entered in the mayor and council minutes of the proceedings pursuant to Section 2.20 of this charter; and
- (d) It is signed by the mayor or a department head specifically authorized by the mayor and council by ordinance or resolution.

### **SECTION 6.33.**

Purchasing.

The mayor and council shall by resolution prescribe procedures for a system of purchasing for the city.

### **SECTION 6.34.**

Sale and lease of city property.

- (a) Except as otherwise provided in this charter, the mayor and council may sell and convey or lease any real or personal property owned or held by the city for governmental or other purposes as now or hereafter provided by law.
- (b) The mayor and council may quitclaim any rights it may have in property not needed for

public purposes upon report by the city administrator and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.

(c) Whenever in opening, extending or widening any street, avenue, alley or public place of the city, a small parcel or tract of land is cut-off or separated by such work from a larger tract or boundary of land owned by the city, the mayor and council may authorize the city administrator to sell and convey said cut-off or separated parcel or tract of land to an abutting or adjoining property owner or owners where such sale and conveyance facilitates the enjoyment of the highest and best use of the abutting owner's property. Included in the sales contract shall be a provision for the rights-of-way of said street, avenue, alley or public place. Each abutting property owner shall be notified of the availability of the property and given the opportunity to purchase said property under such terms and conditions as set out by ordinance. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

#### **SECTION 6.35.**

##### **Insurance.**

The city shall maintain sufficient casualty and liability insurance coverage on all property owned and/or operated by city personnel to adequately indemnify the city on claims of loss by injured or aggrieved parties. The amounts of insurance coverage shall be set from time to time by the city council in the form of a resolution as the need arises.

### **ARTICLE VII**

#### **PUBLIC SCHOOLS**

#### **SECTION 7.1.**

##### **Board of Education.**

#### **INDEPENDENT CITY SCHOOL DISTRICT**

##### ***Section 7.1 Acknowledgement of Establishment of Dalton City Public School District and Authority to Continue and Maintain the Dalton City Public School District.***

- a) Be it acknowledged that the City of Dalton has established an independent public school district for the City of Dalton and organized a school board for the governance of said school district, known as the Dalton City Public School District, pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, which school district and school board are hereby affirmed.
- b) Be it further acknowledged that Article VIII, Section V, paragraph I of the Constitution of this State provides that “[e]xisting county and independent school systems shall be continued” and the City does authorize and recognize that Dalton City Public School District shall continue to exist as an independent school district

whose borders are coterminous with the City of Dalton as now or in the future may exist.

- c) Be it further acknowledged that the independent school district known as the Dalton City Public School District has continued to operate and has not ceased in its functions and duties since its creation.
- d) Be it enacted by the authority aforesaid that the Board of Education of the Dalton City Public School District is hereby authorized and empowered, and sole authority is granted to the Board of Education to continue to maintain and control the Dalton City Public School District, as an independent public school district in the city, through local taxation and other means of support as permitted by Georgia law and in conformity with and as permitted by Article VIII, Section V, paragraph I of the Constitution of this State.

#### ***Section 7.2 Election of Board of Education.***

The Board of Education and the election of the members of the Board of Education of the Dalton City Public School District shall be governed by all applicable Local Acts and any applicable state law.

#### ***Section 7.3 Organization of Board of Education.***

Be it further enacted by the authority aforesaid, that the officers of said Board of Education shall be as provided by law and the policies of the Board of Education.

#### ***Section 7.4 Powers and duties of Board of Education.***

Be it further enacted by the authority aforesaid that the Board of Education of the Dalton City Public School District is hereby vested with all the authority and power provided for in the Georgia Constitution and any applicable Local Acts and state law applicable to both county and independent school districts, including, but not limited to, incurring debt; however, any debt which may limit, alter, or otherwise affect the ability of the City of Dalton to also incur debt shall first be approved by the City of Dalton. The Board of Education will faithfully perform the duties prescribed under the Local Acts and under any applicable state law.

#### ***Section 7.5 Superintendent; Appointment; Qualifications; Compensation.***

The Board of Education shall employ a Superintendent for a definite term, in accordance with applicable state law and board policy, and shall fix the Superintendent's compensation.

#### ***Section 7.6 Powers and Duties of the Superintendent.***

The Superintendent shall be the chief administrative officer of the Dalton City Public School District. The Superintendent shall be responsible to the Board for the administration of all school district affairs placed in the Superintendent's charge by or under this charter. As the

chief administrative officer of the school district, the Superintendent shall faithfully perform the duties prescribed by the Board, by all applicable state laws and by contract with the Board of Education.

***Section 7.7. Accounting and payment of school taxes to Board of Education.***

All taxes levied for public education in Dalton City, including penalties and interest for delinquent taxes, collected by Whitfield County for or on behalf of the Dalton City Public School District shall be accounted for and paid over to the Board of Education on a monthly basis less the cost of collecting said taxes. For each monthly period, the Board of Education shall request from the Whitfield County Tax Commissioner's Office, or other appropriate tax collecting authority, an accounting of the taxes, penalties and interest, collected in such period. The Board of Education shall be responsible for the prorated cost of collecting ad valorem taxes levied for the education of students in Dalton City.

***Section 7.8. Funds as Trust Funds.***

Be it further enacted by the authority aforesaid, that all assessments of taxes and all funds arising from or collected under this Act shall be by the City of Dalton, on all taxable property, necessary for the support, maintenance, and operation of public schools at a rate not to exceed 14 mills, kept separate and distinct from other assessments and collections of the City of Dalton, and are to be used solely for the purposes herein designated, and the City of Dalton shall keep a separate, full and distinct itemized account showing all moneys raised, when, how, and from whom and for what purposes and the disposition of the same; and to whom, when and for what purposes paid out. Such levy and assessment shall be made at 100% of the taxable property fair market value.

**ARTICLE VIII**

**BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS**

**SECTION 8.10.**

**Organization of Board.**

- (a) At the first regular meeting in January of each year the mayor and council of the City of Dalton shall be authorized to elect a Board of Water, Light and Sinking Fund Commissioners, consisting of five (5) members.
- (b) The Board of Water, Light and Sinking Fund Commissioners shall consist of five commissioners appointed by the mayor and council who shall serve five-year terms. The terms shall be staggered as in effect on the date of this charter. Any vacancy in a term of a commissioner shall be filled for the expiration of that term by appointment of the mayor and city council. Upon the expiration of the term of service of any commissioner so appointed, the mayor and city council shall appoint a commissioner for a full term. Existing commissioners as of the date of this charter shall serve out the balance of their terms.
- (c) The authority, powers, and duties of said commissioners shall be regulated by such ordinances as the mayor and council may prescribe, and as otherwise set forth in this Article VIII.

## **SECTION 8.11.**

### **General Scope of Authority, Powers, and Duties as to Public Utilities.**

(a) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have entire control of all public utilities of the City of Dalton, and such control shall extend into the newly annexed area of said city. Said board shall have authority of extending the services of said utilities beyond the city limits of the City of Dalton when in their judgment it is to the best interest of the city to do so.

(b) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have the power to control and operate any and all public utilities that the convenience and necessity of the citizens of the City of Dalton require, and have the right and power to operate any such public utilities within the City of Dalton when the convenience and necessity of the citizens of the city are affected.

(c) The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (doing business as “Dalton Utilities”) shall have entire control of the public utilities of the City of Dalton and as a part of said control, the board shall have authority to make all contracts necessary for the operation of said utilities; to buy all supplies and material needed, and to make all necessary improvements and extensions, to employ all help necessary in the operation of said utilities and all utility sectors thereof; to make all rates, rules and regulations for furnishing utility services to the inhabitants of said city and to enforce the same; and to deal in every way with said utilities as a separate and distinct part of the city government. Said board shall fix rates for utility services sufficiently high so as to bring in sufficient revenue to maintain said public utilities and to provide for needed repairs, extensions and improvements. Said board shall collect all moneys due to said utilities and shall pay all debts of said public utilities. No contract made by said board shall bind said city but shall be binding upon said board which shall operate as a separate and distinct part of the City of Dalton with the authority set forth in this Section, and pursuant to law and ordinances. No moneys shall be appropriated by the mayor and council of the City of Dalton to the operation and improvement of said utilities, except that the board shall collect and receive the principal and interest on the public debt as now provided by law. As used in this Section, the term “utility services” shall mean any and all services provided by the board through various utility sectors as set forth in Section 8.12, and otherwise as authorized by law or ordinance, and is not intended to limit the board from providing utility services in the future that are not set forth in Section 8.12 and that may be later authorized by law or ordinance.

## **SECTION 8.12.**

### **Utility Sectors.**

(a) *Public Sewer System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the public sewer system in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public sewer system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board



shall have the power and authority to make all contracts necessary for the operation of said public sewer system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said system; to make rates, rules and regulations for the furnishing of sewer service to residential, commercial and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. Said board shall make no contracts for the price of using the public sewer system for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established.

(b) *Communications and Information Services and Facilities.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have the authority to construct, acquire, control, operate and provide as public utilities (i) communications services and facilities, and (ii) information services and facilities; of all kinds, without limitation, over or through all media, including wireline and wireless, whether such services and facilities are now known or are developed in the future, within or without the City of Dalton and within or without Whitfield County, Georgia. Notwithstanding the foregoing, the specification of any such services and facilities as public utilities is not intended to (i) confer any additional power or be in any way in derogation of the power and authority of the Georgia Public Service Commission or any other regulatory body with respect to any such services and facilities, or (ii) subject any such services or facilities to common carrier or public utility regulation. The board shall have power and authority to control and operate the communications services and facilities and the information services and facilities in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the communications services and facilities and the information services and facilities of the City of Dalton, wherever located, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said communications services and facilities and the information services and facilities; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said facilities; to make rates, rules and regulations for the furnishing of communications services and facilities and the information services and facilities to residential and industrial users of said facilities, and to enforce the same; and the power to control and operate such communications services and facilities and the information services and facilities as the convenience and necessity of the citizens of the City of Dalton shall require.

(c) *Water System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the water system in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public water system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said public water system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said system; to make rates, rules

and regulations for the furnishing of water service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. The board shall regulate the distribution and use of the water in all places and for all purposes, where the same may be required, and from time to time shall fix the price thereof, and the time of payment; and they shall erect such number of public hydrants in such places as they may see fit, and direct in what manner and for what purposes the same may be used, all of which they may change at their discretion. Said board shall make no contracts for the price of using water for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. Said board shall have full power and authority to require the payment, in advance, for the use or rent of water furnished by the utility in or upon any building, place or premises, and in case prompt payment shall not be made, they may shut off the water from such building, place or premises, and shall not be compelled to supply said building, place or premises with water until such arrears, with accrued interest thereon, shall be fully paid.

(d) *Electric System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the electrical transmission, distribution, and generation systems in said city in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public electric generation and transmission systems of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said electric generation, distribution, and transmission systems; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said systems; to make rates, rules and regulations for the furnishing of electric service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. The board may acquire additional sources of supply of electric power within or without the City of Dalton and within or without Whitfield County, Georgia. Said additional sources of supply may include the whole of or any lesser interest in any electric generating or distribution facilities within or without the State of Georgia and the whole of or any lesser interest in any transmission lines running from any additional source of supply to and within the City of Dalton. Any such additional source of supply may include the whole of or any interest in a nuclear generating facility, including any or all nuclear fuel necessary for the operation thereof. Said board shall make no contracts for the price of electricity for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. The Board of Water, Light and Sinking Fund Commissioners may enter agreements for the sale of surplus electricity to others if and when there shall be any excess over and above the city's requirements from time to time and may enter all contracts necessary or useful to assure efficient and economical management of any such additional source of supply, including transmission lines.

(e) *Natural Gas System.* The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have power and authority to control and operate the natural gas system in said city

in such way and manner as the board deems appropriate, and for such purpose they may employ competent engineers and superintendents, at such times and at such salaries as may be agreed upon by the board. The board shall have entire control of the public natural gas system of the City of Dalton, and such control shall extend into all newly annexed areas of said city. Said board shall have the power and authority to make all contracts necessary for the operation of said natural gas system; to buy all supplies and materials needed, and to make all necessary improvements and extensions, to employ all clerical and other help necessary in the operation of said systems; to make rates, rules and regulations for the furnishing of natural gas service to residential, commercial, and industrial users of said system, and to enforce the same; and the power to control and operate such system as the convenience and necessity of the citizens of the City of Dalton shall require. Said board shall make no contracts for the price of natural gas for a longer period than two (2) years, and at the expiration of any term or lease the price paid for the use thereof shall be adjusted according to the regulations then established. The board may acquire additional sources of supply of natural gas within or without the City of Dalton and within or without Whitfield County, Georgia.

### **SECTION 8.13.**

#### **Chief Executive Officer.**

- (a) The Board of Water, Light and Sinking Fund Commissioners shall appoint and employ a President and Chief Executive Officer who shall be qualified by training, education, and experience for the overall management of the utility. He/she shall serve at the pleasure of said board, which shall fix salary, and shall have such authority as delegated by said board and as set forth in this Section 8.13.
- (b) The President and Chief Executive Officer of the utility shall report to the Board of Water, Light and Sinking Fund Commissioners at its monthly meetings and at special meetings, and shall carry out and execute all policies and directives of said board.
- (c) The President and Chief Executive Officer of the utility shall, in consultation with the board, determine the number of employees necessary for the operation of the utility, and fix their duties and compensation. The prior consent of the Board of Water, Light and Sinking Fund Commissioners shall be required with respect to expenditures and contracts in excess of certain limits set by said board by resolution from time to time. The President and Chief Executive Officer shall, in consultation with the board, have control of all actual construction and repairs, the immediate management of operation of the utility, and the enforcement and execution of all policies, programs, plans, and decisions made or adopted by the said board. The President and Chief Executive Officer shall maintain permanent records regarding actions taken. The President and Chief Executive Officer shall prepare plans and specifications, take bids, and let contracts, subject to the approval of said board. The President and Chief Executive Officer shall prepare and submit to said board periodic reports on the utility's compliance with local, state and federal laws in the areas of safety, environmental matters, and civil rights. There shall be such other officers, executives and employees of the utility as may be required. The officers, executives and employees shall be appointed and removed by the President and Chief Executive Officer subject to the provisions of applicable local, state and federal laws or binding contracts entered into between employees and the Board of Water, Light and Sinking Fund Commissioners. The

President and Chief Executive Officer shall have such further power, duties and responsibilities as may be assigned to him by said board from time to time.

(d) The President and Chief Executive Officer shall enter into contracts and shall have the authority to enter into contracts with vendors, customers, lenders, depositories, utilities, engineering firms, consultants and government agencies as may be necessary to effect proper operations of the utility. The prior consent of the Board of Water, Light and Sinking Fund Commissioners shall be required with respect to contracts in excess of certain limits set by the board by resolution from time to time.

(e) All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the utility shall be signed by the Chief Financial Officer and countersigned by the President and Chief Executive Officer, and may be signed by such other officer or officers, agent or agents, of the utility and in such manner as may from time to time be determined by the President and Chief Executive Officer.

(f) All funds of the utility shall be deposited from time to time to the credit of the utility in such banks, trust companies or other depositories as the President and Chief Executive Officer may select in consultation with the Board of Water, Light and Sinking Fund Commissioners.

#### **SECTION 8.14.**

##### **Control Over Public Utilities; Rates, Charges to Comply with Councilmanic Proceedings for Issuance of Revenue Bonds or Certificates.**

As by law and this charter, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton shall have entire control over all public utilities owned or operated by said city, within or without its limits, with authority to make all contracts necessary to operate such utilities, to make all improvements and extensions thereto and to fix, impose and collect the rates and charges made for services and commodities supplied by such public utilities; provided however, that such rates and charges shall always be such as to comply with the provisions of any proceedings adopted by the mayor and council of said city authorizing the issuance of revenue bonds or certificates payable from the revenues of such public utilities, or any part thereof.

#### **SECTION 8.15.**

##### **Right of Eminent Domain for Public Utilities**

The City of Dalton shall have the right and power to condemn lands, rights-of-way for public utilities, easements or right to use property of any kind, whether or not the same is already in use for such purpose, using the method of procedure provided under the general laws of the State of Georgia, and said City of Dalton is hereby vested with the power of eminent domain over private property for such purposes, whenever the Board of Water, Light and Sinking Fund Commissioners shall deem it necessary to the proper management and control of such public utilities that they exercise said power.

## **SECTION 8.16.**

### **Investment of Sinking Funds.**

The Board of Water, Light and Sinking Fund Commissioners shall be authorized to control the sinking funds collected by the city from any and every source, to invest the same in such manner, and in such securities, and upon such terms as the Board of Water, Light and Sinking Fund Commissioners may deem to be to the best interest of said city.

## **SECTION 8.17.**

### **Disposition of Surplus Funds and Financial Reporting.**

If said utility, as determined by the board, has more money on hand than is reasonably necessary for the operation of said utility and for contemplated improvements, the Board of Water, Light and Sinking Fund Commissioners shall pay a sum to the city treasury on an annual basis in an amount that is determined by the mayor and council. The board, through the President and Chief Executive Officer, shall at the request of the mayor and council of the city, provide to the mayor and council such regular and routine reports agreed upon by the mayor and council and the board as may be necessary for the mayor and council to determine the financial status of the utility.

## **SECTION 8.18.**

### **Penalties for Diversion of Water, Adulteration, Injury to Supply.**

If any person or persons shall willfully or maliciously divert the water, or any portion thereof, from the water system of the city, or shall corrupt or render the same impure, or shall injure or destroy any canal, aqueduct, pipe, hydrant, conduit, machinery or other property used or required for procuring or distributing water, such person or persons, their aiders and abettors, shall forfeit to the mayor and council, to be recovered in an action of trespass, treble the amount of damages, besides cost of said suit, which shall appear on trial to have been sustained; all such acts are declared to be misdemeanors under the laws of this state, and the parties found guilty thereof may be punished as prescribed in Code Section 17-10-3 of the Official Code of Georgia Annotated.

## **ARTICLE IX**

### **POLICE AND FIRE DEPARTMENTS**

## **SECTION 9.10.**

### **Creation; Composition.**

The City of Dalton shall have a police and fire department consisting of a chief of police appointed by the mayor and council, and such other police officers as may be determined by the chief of police, and a fire chief appointed by the mayor and council, and such other firefighters as may be determined by the fire chief.

## **SECTION 9.11.**

### **Age Requirements for Employment.**

No person shall be employed by the City of Dalton for work as a mandate peace officer or mandate peace officer in training or certified firefighter or certified firefighter in training unless such person

has reached the age of eighteen (18) years which shall be established by a birth certificate or other proper proof of age acceptable to the the mayor and council.

#### **SECTION 9.12.**

##### **Authority of Chief of Police to Remove Nuisances.**

The chief of police shall also be empowered to remove all nuisances within the corporate limits of the city.

#### **SECTION 9.13.**

##### **Duties of Chief of Police and Authority to Account for Fines and Fi. Fas.**

The duties of the chief of police shall be those duties as are now imposed on the police chief of the City of Dalton by law, and he or she shall be responsible for other duties and responsibilities as may from time to time be placed upon the chief of police by mayor and council. The city council may in their discretion require the chief of police to collect and account for all fines and fi. fas.

#### **SECTION 9.14.**

##### **Duties of Fire Chief.**

The duties of the fire chief shall be those duties as are now imposed on the fire chief of the City of Dalton by law, and he or she shall be responsible for other duties and responsibilities as may from time to time be placed upon the fire chief by mayor and council.

#### **SECTION 9.15.**

##### **Chiefs Constituted Heads of Departments; Status; Removal.**

The chief of police and the chief of the fire department of the City of Dalton, shall be the head of their respective departments, and shall hold office until removed by the mayor and council. Such chiefs shall be appointed by the mayor and council of the City of Dalton. The chief of police and the chief of the fire department may be removed, demoted or discharged at any time by the mayor and council of the City of Dalton.

#### **SECTION 9.16.**

##### **Supervision and Control of Police Officers and Firefighters.**

All police officers shall be subject to the direction and control of the chief of police, and all firefighters shall be subject to the direction and control of the chief of the fire department, and they shall have the right to discharge or suspend any officer or firefighter for incompetency, insubordination, or misconduct, and report such suspension or discharge to the city administrator.

#### **SECTION 9.17.**

##### **Salaries.**

The salary of the chief of police and the chief of the fire department and all officers and firefighters, shall be fixed by the City Administrator from time to time.

**ARTICLE X**  
**ZONING AND PLANNING**

**SECTION 10.10.**

Adoption of Plan for Districting City, Regulating Districts.

The mayor and council may, in the interest of the public health, safety, order, convenience, comfort, prosperity, or general welfare, adopt by ordinance a plan or plans for the districting or zoning of the city for the purpose of regulating the location of trades, industries, apartment houses, dwellings, or other uses of property, or for the purpose of regulating the height of the buildings or other structures, or for the area or dimensions of the lots, or of the yards used in connection with buildings or other structures, or for the purposes of regulating the alignment of buildings or other structures near street frontages. The zoning regulations may be based upon any one or more of the purposes above described. The city may be divided into such number of districts and zones, and such districts may be of such shape and area, as the mayor and council shall deem best situated to accomplish the purposes of the zoning regulations, including, but not limited to, unified zoning with Whitfield County.

In the determination and establishment of districts and regulations, classifications may be used based on the nature or character of the trade, industry, profession, or other activity conducted or to be conducted upon the premises, the number of persons, families or other group units to reside in or use buildings, the public, quasi-public, or private nature of the use of premises, or upon any other basis or bases relevant to the promotion of the public health, safety, order, morals, conveniences, prosperity, or welfare.

**SECTION 10.11.**

Classification, Regulation of Residential Districts.

For the reasons above stated, said mayor and council shall have the further right and power, in any districts proposed to be set aside primarily for residence purposes, to further classify the use thereof, and to provide therein the class or classes of residents to be housed therein, and to provide therein such other and similar regulations and restrictions as shall secure the peace and good order of the city and residents thereof.

**SECTION 10.12.**

Amendment of Zoning Regulations.

The City of Dalton, by and through its mayor and council, may from time to time amend or change the regulations or districts established by the zoning ordinance.

**SECTION 10.13.**

Vote Required to Adopt, Amend Zoning Regulations.

No such ordinance or amendment thereto, authorized by any of the above sections, shall be adopted except by three-fourths vote of the mayor and council.

## ARTICLE XI

### AUTHORITIES AND COMMISSIONS

#### DIVISION 1. DEVELOPMENT AUTHORITY

##### SECTION 11.10.

###### City of Dalton Building Authority.

- (a) *Name.* The City of Dalton Building Authority, created pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, and is hereby affirmed, which is deemed to be an instrumentality of the State of Georgia and a public corporation and in that name, style and title said body may contract and be contracted with, sue and be sued, plead and be interpleaded, and complain and defend in all courts of law and equity. In the event the name of said authority shall ever become the subject of change, the same may be accomplished by an act of the General Assembly.
- (b) *Purpose.* The said authority was created for the purpose of acquiring, constructing, equipping, maintaining and operating self-liquidating projects embracing buildings and facilities for use by the City of Dalton, Georgia, for its governmental, proprietary and administrative functions and for the use by such other agencies, authorities, departments and political subdivisions of the State of Georgia or the government of the United States as may contract with the authority for the use of such facilities. The City of Dalton, Georgia, has the authority to lease or sell lands, buildings or land and buildings now owned by the City of Dalton, Georgia, to said authority by appropriate resolution of the mayor and council of said city and upon such terms and conditions as said mayor and council shall prescribe; provided, that such sales by the City of Dalton, Georgia, to the authority shall be for cash, and provided that such leases shall not exceed fifty (50) years in duration.
- (c) *Membership.* The authority shall consist of five (5) members as follows: One shall be the mayor of the City of Dalton, Georgia; one shall be a member of the city council of said city to be appointed by said city council; one shall be a banker or other person having knowledge of financial matters, who is a resident of the City of Dalton, to be appointed by the mayor and council of said city; one shall be a businessman, who is a resident of the City of Dalton, to be appointed by the mayor and council of said city; and one shall be a citizen of the City of Dalton, who is a freeholder and qualified registered voter of said city, to be appointed by the mayor and council of said city. The terms of office of the members who are the mayor and city councilmember shall be concurrent with their terms of office as mayor and councilmember. The terms of office of the remaining members of the authority shall be four (4) years and until their successors are appointed and qualified. Successors to such members and to the member who is a city councilmember shall be appointed as the original members were appointed, as provided herein, and any vacancies shall be filled by the appointing authority, as provided herein, for the unexpired term. Immediately after such appointments, the members of such authority shall enter upon their duties. The authority shall elect one of its members as



chairman, and one as vice-chairman, and shall also elect a secretary and treasurer, which secretary and treasurer need not necessarily be a member of the authority. Three (3) members of the authority shall constitute a quorum. No vacancy on the authority shall impair the right of the quorum to exercise all the rights and perform all the duties of the authority. The members of the authority shall receive no compensation for their services but may be reimbursed by the authority for their actual expenses necessarily incurred in the performance of their duties. The authority shall make rules and regulations for its own government. It shall have perpetual existence. In the event the number of the members of the authority or the qualifications of the membership of the authority or the manner in which the members of the authority shall be selected shall ever become the subject of change, the same may be accomplished by an act of the General Assembly.

(d) *Definitions.* As used in this Article XII, the following words and terms shall have the following meanings:

- (1) The word “authority” shall mean the City of Dalton Building Authority.
- (2) The words “the City of Dalton” and “city” shall mean the corporate body created by the General Assembly of Georgia under the name and style of “The City of Dalton.”
- (3) The word “project” shall be deemed to mean and include one or a combination of two (2) or more of the following: Buildings and facilities intended for use as courthouse, jail, police station, fire station, administrative offices and other offices and related uses, and all buildings, structures, electric, gas, steam and water utilities and facilities of every kind and character deemed by the authority necessary or convenient for the efficient operation of any department, board, office, commission or agency of the City of Dalton in the performance of its governmental, proprietary and administrative functions, or of such buildings and facilities intended for use by any division, department, institution, agency or political subdivision of the State of Georgia, or the government of the United States.
- (4) The term “cost of the project” shall embrace the cost of construction, the cost of all lands, properties, rights and easements and franchises acquired, the cost of all machinery and equipment, financing charges, interest prior to and during construction, cost of engineering, architectural and legal expenses, and of plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of the project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, the construction of any project, the placing of the same in operation, and the condemnation of property necessary for such construction and operation. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds issued under the provisions herein.

- (5) The terms “revenue bonds” and “bonds,” as used in this section, shall mean revenue bonds under the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), and such type of obligations may be issued by the authority as authorized under said Revenue Bond Law and in addition, shall also mean obligations of the authority, the issuance of which are hereinafter specifically provided for herein.
  - (6) Any project or combination of projects shall be deemed “self-liquidating” if, in the judgment of the authority, the revenues to be derived by the authority from rentals of said project or projects to the City of Dalton or agencies, authorities, departments and political subdivisions of the State of Georgia and of the United States will be sufficient to pay the cost of maintaining, repairing and operating the project and to pay the principal and interest of revenue bonds which may be issued for the cost of such project, projects, or combination of projects.
- (e) *Powers.* The authority shall have the powers:
- (1) To have a seal and alter the same at pleasure.
  - (2) To acquire by purchase, lease or otherwise, and to hold, lease and dispose of real and personal property of every kind and character for its corporate purposes.
  - (3) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper or by condemnation in accordance with the provisions of any and all existing laws applicable to the condemnation of property for public use, real property or rights of easements therein or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the authority, the authority being under no obligation to accept and pay for any property condemned as provided herein except from the funds provided herein, and in any proceedings to condemn, such orders may be made by the court having jurisdiction of the suit, action or proceedings as may be just to the authority and to the owners of the property to be condemned, and no property shall be acquired as provided herein upon which any lien or other incumbrance exists, unless at the time such property is so acquired a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or incumbrance.
  - (4) To appoint and select officers, agents and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and fix their compensation.
  - (5) To make contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired, and the City of Dalton and any divisions, departments, institutions, agencies, counties or political subdivisions of the State of Georgia are hereby

authorized to enter into contracts, leases or agreements with the authority upon such terms and for such purposes as they deem advisable; and without limiting the generality of the above, authority is specifically granted to the said city and any division, department, institution, agency or political subdivision of the State of Georgia to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two (2) or more structures, buildings or facilities of the authority for a term not exceeding fifty (50) years and any division, department, institution, agency or political subdivision of the State of Georgia may obligate itself to pay an agreed sum for the use of such property and the City of Dalton may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two (2) or more structures, buildings or facilities of the authority for a term not exceeding fifty (50) years upon a majority vote of its governing body and may obligate itself to pay an agreed sum for the use of such property so leased and also obligate itself as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the authority.

- (6) To construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects, as hereinabove defined, to be located on property owned by or leased by the authority, the cost of any such project to be paid in whole or in part from the proceeds of revenue bonds of the authority or from such proceeds and any grant from the United States of America or any agency or instrumentality thereof.
  - (7) To accept loans and/or grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof upon such terms and conditions as the United States of America or such agency or instrumentality may impose.
  - (8) To borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof.
  - (9) To exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with this charter, the Constitution, and laws of this state.
  - (10) To do all things necessary or convenient to carry out the powers expressly given herein.
- (f) *Revenue bonds.* The authority, or any authority or body which has or which may in the future succeed to the powers, duties and liabilities vested in the authority created hereby, shall have power and is hereby authorized at one time, or from time to time, to provide by resolution for the issuance of negotiable revenue bonds, for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal and interest of such revenue bonds shall be payable solely from the special fund herein

provided for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates not exceeding the maximum limit prescribed in the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.) or any amendment thereto, shall be payable semiannually, shall mature at such time or times not exceeding thirty (30) years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the authority, and may be made redeemable before maturity, at the option of the authority at such price or prices and under such terms and conditions as may be fixed by the authority in the resolution providing for the issuance of the bonds. Such revenue bonds or obligations shall be issued pursuant to and in conformity with the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), and all procedures pertaining to such issuance and the conditions thereof shall be the same as those contained in said Revenue Bond Law and any amendments thereto.

- (g) *Form; denominations; registration; place of payment.* The authority shall determine the form of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest thereof which may be at any bank or trust company within or without the state. The bonds may be issued in coupon or registered form or both, as the authority may determine, and provision may be made for the registration of any coupon bond as to the principal alone and also as to both the principal and interest.
- (h) *Signature; seal.* In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be an officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. All such bonds shall be signed by the chairman of the authority and attested by the secretary and treasurer of the authority and the official seal of the authority shall be affixed thereto and any coupons attached thereto shall bear the facsimile signatures of the chairman and secretary and treasurer of the authority. Any bond may be signed, sealed and attested on behalf of the authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of delivery and payment of such bonds such persons may not have been so authorized or shall not have held such office.
- (i) *Negotiability, exemption from taxation.* All revenue bonds issued under the provisions hereof shall be fully negotiable for all purposes and shall have and are hereby declared to have all of the qualifications of negotiable instruments under the laws of the state. Such bonds are declared to be issued for an essential public and governmental purpose and the said bonds and the income thereof shall be exempt from all taxation within the state.
- (j) *Sale, price.* The authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the authority.
- (k) *Proceeds of bonds.* The proceeds of such bonds shall be used solely for the payment of the cost of the project or projects, and unless otherwise provided in the resolution

authorizing the issuance of the bonds or in the trust indenture, additional bonds may in like manner be issued to provide the amount of any deficit, which unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued for the same purpose. If the proceeds of the bonds of any issue shall exceed the amount required for the purpose for which such bonds are issued, the surplus shall be paid into such funds as may be provided in the resolution authorizing the issuance of the bonds or in the trust indenture.

- (l) *Interim receipts and certificates or temporary bonds.* Prior to the preparation of definitive bonds, the authority may, under like restrictions, issue interim receipts, interim certificates, or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.
- (m) *Replacement of lost or mutilated bonds.* The authority may also provide for the replacement of any bond which shall become mutilated or be destroyed or lost.
- (n) *Conditions precedent to issuance; object of issuance.* Such revenue bonds may be issued without any other proceedings. In the discretion of the authority, revenue bonds of a single issue may be issued for the purpose of any particular project. Any resolution, providing for the issuance of revenue bonds upon the provisions hereof, shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the authority by a majority of the quorum as herein provided.
- (o) *Credit not pledged and debt not created.* Revenue bonds issued by the authority hereunder shall not be deemed to constitute a debt of the City of Dalton, Georgia, nor of any municipality, county, authority, or political subdivision of the State of Georgia or instrumentality of the United States government which may contract with such authority. No contracts entered into by the authority with any such municipality, county, authority or political subdivision of the State of Georgia or instrumentality of the United States government shall create a debt of the respective municipalities, counties, authorities or political subdivisions of the State of Georgia within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, but any such municipality, county, authority or political subdivision of the State of Georgia may obligate itself to pay the payments required under such contracts from monies received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.
- (p) *Trust indenture as security.* In the discretion of the authority, any issue of such revenue bonds may be secured by a trust indenture by and between the authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or outside of the state. Such trust indenture may pledge or assign fees, tolls, revenues, and earnings to be received by the authority, including the proceeds derived from the sale from time to time of any surplus property of the authority, both real and personal. Either the resolution providing for the issuance of revenue bonds or such trust

indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair and insurance of the property, and the custody, safeguarding and application of all monies, including the proceeds derived from the sale of property of the authority, both real and personal, and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the authority, and satisfactory to the original purchasers of the bonds issued therefor and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other monies be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation and repair of the project affected by such indenture.

- (q) *To whom proceeds of bonds shall be paid.* The authority shall, in the resolution providing for the issuance of revenue bonds or in the trust indenture, provide for the payment of the proceeds of the sale of the bonds to any officer or person who or any agency, bank or trust company which shall act as trustee of such funds and shall hold and apply the same to the purposes hereof, subject to such regulations as are herein provided and such regulations as may be provided in such resolution or trust indenture.
- (r) *Sinking fund.* The revenues, fees, tolls and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings and revenues were produced by a particular project for which bonds have been issued and any monies derived from the sale of any properties, both real and personal of the authority, unless otherwise pledged and allocated, may be pledged and allocated by the authority to the payment of the principal and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or in the trust instrument may provide, and such funds so pledged from whatever source received, which said pledge may include funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture, into a sinking fund which said sinking fund shall be pledged to and charged with the payments of:
  - (1) The interest upon such revenue bonds as such interest shall fall due,
  - (2) The principal of the bonds as the same shall fall due,

- (3) The necessary charges of paying agent or agents for paying principal and interest, and
- (4) Any premium upon bonds retired by call or purchase as hereinabove provided.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be a fund for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds or in the trust indenture surplus monies in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds so purchased or redeemed shall forthwith be cancelled and shall not again be issued.

- (s) *Remedies of bondholders.* Any holder of revenue bonds issued under the provisions hereof or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder such resolution or trust indenture, and may enforce and compel performance of all duties required herein or by such resolution or trust indenture, to be performed by the authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.
- (t) *Refunding bonds.* The authority is hereby authorized to provide by resolution for the issue of revenue bonds of the authority for the purpose of refunding any revenue bonds issued under the provisions hereof and then outstanding, together with accrued interest thereon. The issuance of such revenue refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the authority in respect to the same, shall be governed by the foregoing provisions hereof insofar as the same may be applicable.
- (u) *Venue and jurisdiction.* Any action to protect or enforce any rights under the provisions hereof or any suit or action against such authority shall be brought in the superior court of Whitfield County, Georgia, and any action pertaining to validation of any bonds issued under the provisions hereof shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.
- (v) *Validation.* Bonds of the authority shall be confirmed and validated in accordance with the procedure of the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.). The petition for validation shall also make party defendant to such action any municipality, county, authority, subdivision, or instrumentality of the State of Georgia or the United States government or any department or agency of the United States government, if subject to be sued, which has contracted with the authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and such

municipality, county, authority, subdivision or instrumentality shall be required to show cause, if any, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the validity of the terms thereof be determined and the contract or contracts adjudicated as security for the payment of any such bonds of the authority. The bonds when validated and the judgment of validation shall be final and conclusive with respect to such bonds, against the authority issuing the same, and any municipality, county, authority, subdivision, or instrumentality of the United States government, if a party to the validation proceedings, contracting with the said The City of Dalton Building Authority.

- (w) *Interest of bondholders protected.* While any of the bonds issued by the authority remain outstanding, the powers, duties or existence of said authority or of its officers, employees or agents shall not be diminished or impaired in any manner that will affect adversely the interest and rights of the holders of such bonds, and no other entity, department, agency or authority will be created which will compete with the authority to such an extent as to affect adversely the interest and rights of the holders of such bonds, nor will the state itself so compete with the authority. The provisions hereof shall be for the benefit of the authority and the holders of any such bonds, and upon the issuance of bonds under the provisions hereof, shall constitute a contract with the holders of such bonds.
- (x) *Monies received considered trust funds.* All monies received pursuant to the authority hereof, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees, and earnings shall be deemed to be trust funds to be held and applied solely as provided for herein.
- (y) *Exemption from taxation.* It is hereby declared that the authority will be performing an essential governmental function in the exercise of the power conferred upon it hereunder and that the authority shall be required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision or upon its activities in the operation and maintenance of the buildings erected or acquired by it or any fees, rentals or other charges for the use of such buildings or other income received by the authority.
- (z) *Immunity from tort actions.* The authority shall have the same immunity and exemption from liability for torts and negligence as the State of Georgia has and the officers, agents, and employees of the authority when in performance of the work of the authority shall have the same immunity and exemption from liability for torts and negligence as the officers, agents, and employees of the State of Georgia. The authority may be sued in the same manner as private corporations may be sued on any contractual obligation of the authority.
- (aa) *Property subject to levy and sale.* The property of the authority shall not be subject to levy and sale under legal process except such property, revenue, income, or funds as may be pledged, assigned, mortgaged, or conveyed to secure an obligation of the authority, and any such property, revenue, funds, or income may be sold under legal



process or under any power granted by the authority to enforce payment of the obligation.

#### **SECTION 11.11.**

##### **Downtown Dalton Development Authority.**

The General Assembly created in and for the City of Dalton, the Downtown Dalton Development Authority for the purpose of the redevelopment of the downtown Dalton area. Said authority shall have the power to employ engineers and planners, to contract for the construction of buildings and other facilities, and to contract with the City of Dalton for the construction, reconstruction, altering and changing and closing of streets and alleys. The authority shall have the power to issue bonds and/or revenue certificates, and to pledge revenues and to levy and collect taxes within said districts for the retirement of said indebtedness. No taxes shall be levied by said authority on property used for residential purposes or used for school or church purposes. The authority shall have the right and power of eminent domain for the purpose of acquiring property in the carrying out of its aims and objectives.

#### **DIVISION 2. AIRPORT AUTHORITY**

#### **SECTION 11.12.**

##### **Short Title.**

This Act may be cited as the "City of Dalton Airport Authority Ordinances."

#### **SECTION 11.13.**

##### **Purposes.**

The City of Dalton Airport Authority, was created pursuant to the previous charter for the City of Dalton first approved February 24, 1874 (1874 Georgia Laws, p. 181), as amended, and is hereby affirmed. The City of Dalton Airport Authority's purposes shall be to oversee the day-to-day operation and general management of the existing airport and landing field of the City of Dalton for the use of aircraft and related aeronautical activities.

#### **SECTION 11.14.**

##### **Membership.**

The City of Dalton Airport Authority shall be composed of five (5) individuals with qualifications as hereinafter provided, all of whom shall be appointed by the mayor and council of the City of Dalton pursuant to passage of appropriate resolution(s). The members of the City of Dalton Airport Authority shall be designated by the mayor and council to serve terms for terms of five (5) years.

The terms of the members of such authority shall be staggered as in effect on the date of this charter.

Upon the death, resignation or other event creating a vacancy in the seat of any member of the authority, the mayor and council shall fill the vacancy by appointing a qualified individual to fill the unexpired term of the vacating member through passage of an appropriate resolution of the mayor and council. For purposes of determining the time of the regular expiration of any term of office of any member of the authority, a year shall be deemed to run from the date of the first regular meeting of the mayor and council in January of any calendar year until the first regular meeting of the mayor and council in the succeeding calendar year.

A member of the authority must, at the time of appointment by the mayor and council and at all times thereafter, during the tenure of service on the authority possess the following qualifications:

- (i) Maintain a permanent residence within Whitfield County, Georgia; and
- (ii) Be not less than eighteen (18) years of age.

#### **SECTION 11.15.**

##### **Ex Officio Members.**

The city administrator or his successor in office shall be a non-voting ex officio member of the authority who shall be entitled to participate in all meetings of the authority.

#### **SECTION 11.16.**

##### **Meetings.**

The authority shall meet at such times as may be necessary to transact the business and fulfill its public purpose but the authority shall hold an organizational meeting each year within thirty (30) days of the first meeting of the mayor and council in January. At each organizational meeting, the members of the authority shall elect one of its members as its chairman and another member as secretary. The term of the chairman and secretary shall be for a period beginning with their election by the authority and expiring with the organizational meeting of the authority in the following year or upon their death, resignation, or vacancy in the position of authority member for whatever reason, whichever shall earlier occur. In the event of a death, resignation, or vacancy in the position of authority member of the chairman or secretary of the authority, the members of the authority shall elect one of their members to fill the vacant office for the expiration of the term of office. The chairman and secretary of the authority may be elected by the authority members for succeeding terms during their tenure.

A meeting of the authority may be held upon call of the chairman, or any two (2) members of the authority, or upon call of the city administrator as a non-voting ex officio member. A quorum for the transaction of business of the authority shall consist of three (3) voting members of the

authority. Each voting member of the authority shall have one vote on all matters and issues to be decided. A vote of the majority of the members of the authority present in person and voting at any meeting of the authority shall carry on any decision to be made.

#### **SECTION 11.17.**

##### **Compensation.**

No member of the authority shall be paid any salary or compensation for his or her service. However, the mayor and council shall be authorized in its discretion to set by ordinance a mileage allowance and per diem expense for members of the authority traveling or in attendance on official business of the authority. The salary and employment benefits of any staff member(s) of the authority shall be determined by the mayor and council through the budgetary processes of the mayor and council.

#### **SECTION 11.18.**

##### **Staff.**

The authority shall be authorized to hire, contract with and/or appoint an airport manager and such other employees as they deem necessary to carry out the business, affairs and public purposes of the authority provided compensation and any related benefits to said employees of the authority are included within the budget for the authority set by the mayor and council of the City of Dalton. Further, the authority may employ or retain such expert or consultant services as required to carry on its operations and meet its public purposes subject to the budgetary allowances as set by the mayor and council.

#### **SECTION 11.19.**

##### **Budget.**

The authority through its chairman shall submit an annual request for budget to the mayor and council or its designated committee at the times and in the form directed by the mayor and council.

#### **SECTION 11.20.**

##### **Legal Services.**

The city attorney shall serve as counsel and legal adviser to the authority and shall perform such legal services as the authority shall request.

## **SECTION 11.21.**

### **Powers.**

Subject to any general limitations enacted by the mayor and council as well as the budgetary allowances or limitations imposed by the mayor and council and the rights and interests of any holder of bonds or obligations issued by the City of Dalton relating to or affecting property owned, operated, or leased by the City for airport and related aeronautical activities, the authority shall have and exercise the following powers:

- (1) To have a seal and alter the same at its pleasure.
- (2) To appoint, select and employ officers, agents and employees including engineering, architectural and construction experts, and fiscal agents and fix their respective compensation subject to its budgetary limitations.
- (3) To oversee the day-to-day operations and general management of the airport and landing field; however, such power shall not include the power to make or terminate contracts or leases with respect to land, which powers are expressly reserved to the mayor and council.
- (4) To promulgate rules and regulations for air and ground operations on the airport and landing field all in conformity with applicable provisions of federal, state and local laws, statutes, ordinances, and regulations.

## **SECTION 11.22.**

### **Monies Payable to General Fund.**

All revenues collected by the authority on leases, franchises, hangar rentals, service fees, surplus property sales, and from any other source shall be properly accounted for and paid over to the general fund of the City of Dalton. The mayor and council shall establish accounts and audit procedures for revenues collected by the authority and shall implement same at all times.

## **DIVISION 3. RECREATION COMMISSION**

## **SECTION 11.23.**

### **Creation.**

The recreation commission of the City of Dalton was established by resolution of the mayor and council in 1956. Said commission provides direction to, and advises, the City of Dalton parks and recreation department.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**SECTION 12.10.**

Bonds for Officials.

The officers and employees of this city, both elective and appointive, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as the mayor and council shall from time to time require by ordinance or as may be provided by law.

**SECTION 12.11.**

Prior ordinances.

All ordinances, resolutions, rules, and regulations now in force in the city not inconsistent with this charter are hereby declared valid and of full effect and force until amended or repealed by the mayor and council.

**SECTION 12.12.**

Pending matters.

Except as specifically provided otherwise by this charter, all rights, claims, actions, orders, contracts, and legal or administrative proceedings shall continue and any such ongoing work or cases shall be completed by such city agencies, personnel, or offices as may be provided by the mayor and council.

**SECTION 12.13.**

Construction.

- (a) Section captions in this charter are informative only and are not to be considered as a part thereof.
- (b) The word “shall” is mandatory and the word “may” is permissive.
- (c) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

**SECTION 12.14.**

Severability.

If any article, section, subsection, paragraph, sentence, or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this charter that each article, section, subsection, paragraph, sentence, or part thereof be enacted separately and independent of each other.

## **SECTION 12.15.**

### **Repealer.**

Effect of this charter on existing law.

- (a) All laws and parts of laws relating to or affecting the City of Dalton in force when this charter shall take effect are hereby repealed and superseded to the extent that the same are inconsistent with the provisions of this charter and no further.
- (b) All other laws and parts of laws shall continue in force until repealed, amended, modified or superseded.
- (c) Insofar as the provisions of this charter are the same in terms or in substance and effect as provisions of law in force when this charter shall take effect, relating to or affecting the City of Dalton, the provisions of this charter are intended to be not a new enactment but a continuation of such provisions of law, and this charter shall be so construed and applied.

## **SECTION 12.16.**

### **Effective Date.**

This charter shall become effective on \_\_\_\_\_.

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
OCTOBER 2, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Dennis Mock, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

PROCLAMATION – CYBERSECURITY AWARENESS MONTH

Mayor Pennington presented a proclamation to IT Director, Jorge Paez and the IT Department for Cybersecurity Awareness Month for the month of October 2023. Mayor Pennington encouraged all citizens and residents to share helpful cybersecurity prevention tips and resources with friends and family, especially vulnerable groups like seniors.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of September 18, 2023. On the motion of Council member Farrow, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SECOND READING – ORDINANCE 23-19 – REPEAL ARTICLE II “TAXICABS”

The Mayor and Council reviewed Ordinance 23-19, an Ordinance to Repeal Article II “Taxicabs” Of Chapter 126 “Vehicles for Hire” Of The 2001 Revised Code of Ordinances of The City of Dalton; To Make Findings of Fact; To Establish an Effective Date; To Repeal Contrary Laws and Ordinances of The City of Dalton; And for Other Purposes. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Ordinance 23-19 as presented. The vote was unanimous in favor.

2023 NEW ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Mock, second Council member Farrow, the following New Alcohol Beverage Applications were approved. The vote was unanimous in favor.

1. Business Owner: Appalachian Ale House, LLC  
d/b/a: Appalachian Ale House, LLC  
Applicant: Lynnette Thomison  
Business Address: 265 N. Hamilton St.  
License Type: Pouring Beer, Wine, Liquor (Lounge/Tavern/Pub)  
Disposition: **New**
2. Business Owner: Lin Mongolian Grill Plus Inc.  
d/b/a: Lin's Mongolian Grill  
Applicant: Jim Wu Lin  
Business Address: 1223 Cleveland Hwy.  
License Type: Pouring Beer, Wine (Restaurant)  
Disposition: **New**

FY-2023 BUDGET AMENDMENT #5

CFO Cindy Jackson presented the FY-2023 Budget Amendment #5. On the motion of Council member Farrow, second Council member Mock, the following FY-2023 Budget Amendment #5 was approved:

❖ General Fund

1. Sales tax for 9/22 - 8/23 for coding error by the Georgia Department of Revenue
2. Insurance reimbursement for 2022 claim for Mack Gaston gym floor damage
3. Professional fees for the City Charter and Code update
4. Contracted services for defined contribution plan administration (\$15k) and drug testing (\$15k) erroneously omitted from 2023 budget
5. To cover administrative fees
6. Agreement to subsidize Emery Center utility costs

❖ 2020 SPLOST Fund

1. Additional SPLOST revenue received over amount estimated
2. Additional interest earned from SPLOST deposits over estimated

❖ 2020 Bond Fun

1. Additional interest earned due to increase in interest rates
2. Project bids came in \$160k over budget
3. Reallocate funds to Lakeshore track resurfacing

❖ Capital Improvement Fund

1. Reallocation of funds to Lakeshore Track resurfacing project

❖ Debt Service Fund

1. Adjust to additional interest earned from increasing interest rates
2. Adjust to cover administrative costs

The vote was unanimous in favor.



MILL LINE CHANGE ORDER #3

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved mill line change order #3. Recreation Director Caitlin Sharpe stated Change order #3 includes additional excavation and material that will add a 2' of paving for the east and west trails. Sharpe stated it will also change the width of the entire paved path from 8' to 10' with a 1' grassed shoulder on each side. Sharpe further stated that due to removing a boardwalk from the scope of work, there would be a credit of \$73,762.00. The vote was unanimous in favor.

CGI COMMUNITY SHOWCASE VIDEO PROGRAM RENEWAL

The Mayor and Council reviewed the renewal agreement for CGI Communications, Inc. A Community Video Program to update video content on the City of Dalton's website with subject matter to include, but not limited to Education, Mayoral welcome, Healthy Living, Homes/Real Estate, etc., at no cost to the City. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

RESOLUTION 23-19 – ALTERNATIVE PROBATION SERVICES

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved Resolution 23-19 to accept the request of Alternative Probation Services, Inc. to terminate immediately its probation services agreement with the city of Dalton and municipal court of Dalton, Georgia. The vote was unanimous in favor.

GEORGIA PROBATION SERVICES, INC. CONTRACT

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the probation services agreement contract with Georgia Probation Services Inc. The vote was unanimous in favor.

RIDGE STREET STORMWATER BYPASS SYSTEM DALTON PROJECT NO. PW-2023-BD-161 CONSIDERATION FOR CONTRACT AWARD TO B AND J REED CONSTRUCTION, LLC

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved and awarded Ridge Street Stormwater Bypass System to "B and J Reed Construction, LLC" in the amount of \$1,162,961.75. Council member Goodlett and Mock and Mayor Pennington voted aye. Council member Farrow recused himself. The vote was unanimous in favor.

**ORDINANCE 23-20 REZONING – CONSTRUCTION CONSULTANS / TVFCU**

Ethan Calhoun of the Whitfield County Planning & Community Development presented Ordinance 23-20 a request from Construction Consultants, on behalf of TVFCU to rezone a tract of land totaling 2.0 acres located at 914 Vista Drive, Dalton, Georgia. Parcel (12-163-05-008) from Heavy Manufacturing (M-2) to General Commercial (C-2). On the motion of Council member Farrow, second Council member Mock, the request was approved. The vote was unanimous in favor.

**ORDINANCE 23-21 REZONING – OAKWOOD PROPERTY GROUP LLC**

Ethan Calhoun of the Whitfield County Planning & Community Development presented Ordinance 23-21 a request from Oakwood Property Group LLC to rezone a tract of land totaling 2.25 acres total located at 203 S. Glenwood Avenue, Dalton, Georgia. Parcels (12-219-20-002, 12-219-20-003, and 12-219-20-004) from General Commercial (C-2) to Central Business District (C-3). On the motion of Council member Goodlett, second Council member Mock, the request was approved with the stipulation for the developer to add “off-street parking”. The vote was unanimous in favor.

**FIRST READING - ORDINANCE 23-22**

The Mayor and Council reviewed the First Reading of Ordinance 23-22. An Ordinance to Regulate the Use and Placement of Unattended Donation Drop Boxes Within the City of Dalton; To Prohibit Use and Placement Except as Provided Herein; To Set Servicing Standards for Any Permitted Drop Box; To Provide Penalties for Violation; To Establish an Effective Date; And for Other Purposes.

**SUPPLEMENTAL BUSINESS**

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council nominated and appointed Council member Dennis Mock as Mayor Pro tempore. The vote was unanimous in favor.

**ADJOURNMENT**

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

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Bernadette Chattam  
City Clerk

---

David Pennington, Mayor

**Recorded**

Approved: \_\_\_\_\_

Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/23

**Agenda Item:** Second Reading Ordinance 23-22 Donation Drop Boxes

**Department:** Administration

**Requested By:** Todd Pangle

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

**Cost:**

**Funding Source if Not in Budget**

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

Second Reading Ordinance 23-22 An Ordinance To Regulate The Use And Placement Of Unattended Donation Drop Boxes Within The City Of Dalton; To Prohibit Use And Placement Except As Provided Herein; To Set Servicing Standards For Any Permitted Drop Box; To Provide Penalties For Violation; To Establish An Effective Date; And For Other Purposes.

**CITY OF DALTON  
ORDINANCE**

**ORDINANCE NO. 23-22**

AN ORDINANCE TO REGULATE THE USE AND PLACEMENT OF UNATTENDED DONATION DROP BOXES WITHIN THE CITY OF DALTON; TO PROHIBIT USE AND PLACEMENT EXCEPT AS PROVIDED HEREIN; TO SET SERVICING STANDARDS FOR ANY PERMITTED DROP BOX; TO PROVIDE PENALTIES FOR VIOLATION; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council repealed by Ordinance No. 22-25 Article VIII “Donation Bins” of Chapter 26 “Businesses” being formerly Revised Code Sections 26-306, 26-307, 26-308, 26-309, 26-310, and 26-311 except as provided in Ordinance No. 22-25, and made no further provision for the use and placement of “Donations Bins” within the City of Dalton and now deems it in the public interest of health, safety and welfare to provide a limited regulatory scheme for use and placement of unattended donation drop boxes; and

WHEREAS, the Mayor and Council find it is necessary to regulate the placement of unattended donation drop boxes within the corporate limits of the City of Dalton in order to promote the community’s health, safety and welfare by regulating unattended donation boxes for clothing or other salvageable property; by ensuring the unattended donation boxes do not pose a hazard to pedestrians and vehicular traffic; by ensuring that materials are not allowed to accumulate outside of the unattended donation boxes where it is scattered by weather conditions, animal contacts, and human activities; and by ensuring regular servicing of the drop box to avoid unsightliness, attraction of vermin, and public health hazards;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of same IT IS HEREBY ORDAINED as follows:

**-1-**

The foregoing statements are findings of fact of the Mayor and Council.

No person shall place or use an unattended donation box or donation bin on any tract or parcel of land within the City of Dalton except as follows:

- i) On a tract or parcel of land where a non-profit Section 501 (c) (3) charitable organization maintains its principal location and place of business operation (not a property of a third person where the charitable organization only places an unattended drop box or donation bin);
- ii) For purposes of subparagraph (i) the non-profit charitable organization must:
  - a) hold an Occupational Tax Certificate and/or Certificate of Occupancy from the City of Dalton for the subject tract or parcel of land where the unattended drop box or donation bin is placed;
  - b) must place its unattended drop box or donation bin so as to abut its physical structure (i.e., cannot be located in a parking lot);
  - c) utilize an unattended drop box or donation bin large enough to hold all clothes or salvageable personal materials placed in the structure (i.e., meaning all donations that will not fit inside the unattended drop box or donation bin must be stored inside its building and not on the outside premises, such as furniture);
  - d) empty regularly the unattended drop box or donation bin so that there is no overflowing;
  - e) not utilize a donation bin or drop box exceeding five (5) feet in width by five (5) feet in depth by seven (7) feet in height; and
  - f) clearly identify on the face of the donation bin or drop box the specific items and materials requested for donation with a statement that the donation bin or drop box is not

intended for refuse disposal or liquids (i.e., “Do not use for garbage, candy or food wrappers, drink bottles, etc.”)

-3-

Violation of this Ordinance upon citation to the Municipal Court of the City of Dalton and finding of guilt may result in a fine not exceeding \$1,000.00 for any such violation.

-4-

This Ordinance shall be codified as Article VIII “DONATION BINS” in Chapter 26 “Business” in the 2001 Revised Code of the City of Dalton as Section 26-312 et. seq. as determined by the Code codifier.

-5-

- (a) If a violation of this Ordinance is documented, the operator of the donation drop box shall be responsible for ensuring compliance with the regulations of this section.
- (b) With the first violation of this Ordinance the operator of the donation drop box shall be required to provide a written plan to Code Enforcement, to ensure full compliance with the regulations contained in this section within five (5) days.
- (c) With the second violation of this Ordinance, the operator of the donation drop box shall be required to show records and logs for compliance with this Ordinance.
- (d) With the third or any additional violation of this Ordinance the operator of the donation drop box shall be required to remove the donation drop box from the property at the expense of the operator of the donation drop box within thirty (30) days of the notice of violation. The operator shall be suspended from having a donation drop box at this location for a period of five (5) years.

-6-

All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

This Ordinance shall be effective after adoption by the Mayor and Council of the City of Dalton and it being published in two (2) public places for five (5) consecutive days thereafter.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ADOPTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 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 DOES/DOES NOT pass.

CITY OF DALTON

\_\_\_\_\_  
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 COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/2023

**Agenda Item:** Demolition Agreement and Easement for 2001 Tampico Way

**Department:** Administration

**Requested By:** Todd Pangle

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

**Cost:**

**Funding Source if Not in Budget**

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

Demolition Agreement and Easement for abandoned and dilapidated signage located at 2001 Tampico Way.



Return To:  
Terry L. Miller  
Mitchell & Mitchell, P. C.  
108 S. Thornton Ave.  
P. O. Box 668  
Dalton, GA 30722-0668

Cross Index: Deed Book 6934, Page 498

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Georgia, Whitfield County

### **DEMOLITION AGREEMENT AND EASEMENT**

THIS AGREEMENT, made and entered, by and between the City of Dalton ("City"), a Georgia municipal corporation, and Thompson Acquisitions, INC. ("Owner"), witness the following:

#### **RECITALS**

The City claims that the sign structure (shown by photo in Exhibit "B"), referred to herein as "the Sign" located at 2001 Tampico Way. Dalton, Georgia, with the following legal description:

[SEE EXHIBIT "A" ATTACHED ]

Tax Parcel I. D. # 12-159-01-047

is abandoned and/or dilapidated (hereafter "the Property"), which amounts to a violation of the City's ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instantly because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the

public's health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

2. Consideration by City. The City, its agents and representatives agree to do the following:

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$150.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: Ford of Dalton C/O Jason Denson P.O. Box 519 Dalton, GA 30722

Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the

City may reasonably require to perform the work safely. Owner agrees that the Sign or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2( d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

(e) Owner waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Owner fails to pay same, any lien filed against the Property in conjunction therewith.

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

(h) The Owner, his agents and representatives release the City, its agents and assigns from all claims, demands, suits, judgments, and/or causes of action of any kind arising out of the City's actions taken pursuant to this Agreement. The Owner shall indemnify and hold the City harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witnesses fees, cost of defending any such action or claim, or appeals, arising out of the City's actions taken pursuant to this Agreement.

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth. The parties voluntarily enter into this Agreement.

6. Integration. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

8. Successors & Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated Oct 6, 2023

Dated \_\_\_\_\_ 20\_\_\_\_.  
City of Dalton

[Signature]  
By: Worth Thompson, CEO

By:  
Its:

[Signature]  
Unofficial Witness

Christy Crump

Notary Public  
My commission expires:





Bill Holden Construction, Inc.  
2515 South Dixie Hwy  
Dalton, GA 30720

## CUSTOMER

| QUOTE # | DATE |
|---------|------|
|---------|------|

DATE \_\_\_\_\_

10/3/2023

## JOB LOCATION

[illegible]

**QUOTE TOTAL \$1,200.00**

- Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE

**BRAD  
RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **THOMPSON ACQUISITIONS, INC.** Control Number: **K933489**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **P.O. Box 929, 745 College Dr., Ste A, Dalton, GA, 30722-0929** Date of Formation / Registration Date: **8/16/1999**

State of Formation: **Georgia** Last Annual Registration Year: **2023**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **W L THOMPSON JR**

Physical Address: **745 COLLEGE DR., SUITE A, DALTON, GA, 30720, USA**

County: **Whitfield**

### OFFICER INFORMATION

| Name                     | Title     | Business Address                                 |
|--------------------------|-----------|--|
| DIANN THOMPSON           | Secretary | 504 MOUNT SINAI RD, DALTON, GA, 30720, USA       |
| MARY THOMPSON PENNINGTON | CFO       | 745 COLLEGE DR., SUITE A, DALTON, GA, 30720, USA |
| WORTH L THOMPSON         | CEO       | 745 COLLEGE DR., SUITE A, DALTON, GA, 30720, USA |

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,

Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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**From:** Dan Lewallen <[dlewallen@daltonga.gov](mailto:dlewallen@daltonga.gov)>  
**Date:** October 13, 2023 at 2:21:57 PM EDT  
**To:** Todd Pangle <[tpangle@daltonga.gov](mailto:tpangle@daltonga.gov)>  
**Subject:** Thompson Acquisitions Sign-Tampico Way

Case # CE-23-650

Dan Lewallen  
Code Compliance Inspector  
City of Dalton  
300 W. Waugh St.  
Dalton, Ga. 30720  
[dlewallen@daltonga.gov](mailto:dlewallen@daltonga.gov)  
(706)529-8759  
(706)483-4678







## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/23

**Agenda Item:** Prime Engineering Professional Services Agreement

**Department:** Administration

**Requested By:** Todd Pangle

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

**Cost:** \$22,300

**Funding Source if Not in Budget** Economic Development Fund

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

Professional Services Agreement with Prime Engineering for Engineering Services for S. Hamilton Residential Infill Infrastructure Project

**CITY OF DALTON  
ADMINISTRATION**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 16th day of October, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Prime 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 CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".
3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.
4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on October 16, 2023. 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 December 31, 2023.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$22,300 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 \$5.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
  - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
  - (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
  - (e) to use the subject property in a safe, careful and lawful manner;
  - (f) to promptly report within (3) days 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 within (3) days 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 damage or resulting from CONSULTANT'S use and occupancy of the subject property or by the negligence, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees, except if arising from or caused by the fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

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

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

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

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

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

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Prime Engineering Incorporated  
3715 Northside Parkway, NW  
Building 300, Suite 200  
Atlanta, GA 30327

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. However, nothing in this clause shall constitute a warranty by Consultant.

(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



# PRIME ENGINEERING INCORPORATED®

September 28, 2023

Andrew Parker, P.E.  
City Administrator  
City of Dalton  
300 W. Waugh St  
Dalton, GA 30722  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
706-529-2404

Re: Proposal for Engineering Services  
S. Hamilton Residential Infill Infrastructure  
300 W. Waugh Street  
Dalton, Ga 30720

Dear Mr. Parker:

Prime Engineering, Inc. appreciates the opportunity to submit this proposal for engineering design services for the proposed 40 lot subdivision project to be located at 300 W. Waugh Street Dalton, Ga 30720 (Parcel ID 12-257-07-055, 12-257-07-057, 12-257-07-065, and 12-257-07-064). The approximately 3.19 acre site is bordered by commercial properties on all sides. The proposed concept plan was prepared by Kronberg Urbanists Architects.

## Project Understanding

We understand the development will consist of constructing a subdivision which follows the provided concept plan. The following proposal is to assist the Owner in a construction set of civil engineering documents for the roadway and associated infrastructure within the right of way. New roads, utilities (water and sewer) and stormwater conveyance systems within the road rights of way will be designed to develop the engineering plans. Roadways interior to the development will include plan and profiles in the design documents. A cost estimate based off of the engineering plans will be created and provided to the client for grant submittal.

## Project Scope

This proposal is for full civil engineering, permitting, and construction administration services to design a new residential development consisting of approximately 40 residential lots as shown in the provided conceptual plan.

Our proposed scope of work includes the following:

- **Schematic Design Submittal (SD):**
  - Confirm concept plan meets AHJ requirements, prepare Schematic design documents and make minor revision as needed based on review comments.

3715 Northside Parkway, NW  
Building 300, Suite 200 ▪ Atlanta, GA 30327  
main: 404-425-7100 ▪ fax: 404-425-7101 ▪ [www.prime-eng.com](http://www.prime-eng.com)

- Drawings – Submittals will include drawings developed to a level of detail that is approximately 30% of the Final Construction Documents
- **Construction Document Submittal (CD):**
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 90% of the Final Construction Documents
  - Revise documents based on review comments.
  - Cost estimate
- Standard estimated reimbursable expenses include mileage, printing, and courier services as may be required for the execution of the project.

## Project Assumptions and Clarifications

The following clarifies the Scope of Services:

1. No geotechnical services or reports are included.
2. A hydrology report or studies are not included.
3. No stormwater management systems are included.
4. Environmental reports are not included and will be supplied by owner, if required.
5. No post-construction as-builts provided.
6. Survey in CAD format will be provided by the client.
7. No retaining wall design over 6 ft in height is included.
8. No site lighting or electrical engineering services are included.
9. Engineering design will be based off of the conceptual plan provided by the client.
10. Impact to flood zones, waters of the state or wetlands is not anticipated.
11. GDOT permitting is not anticipated.
12. Dalton Utilities is the utility provider for electrical, water, and sewer systems that would service the proposed development.
13. No rezoning services are included.
14. Permitting of any kind is not included in this proposal.

## Professional Fees and Reimbursables and Expenses

| Professional Fees                     | Total    |
|---------------------------------------|----------|
| Schematic Design Submittal (30%)      | \$5,575  |
| Construction Document Submittal (90%) | \$16,725 |

**Total Professional Fees & Expenses: \$22,300**

- Standard Estimated reimbursable expenses include mileage, printing, and courier services may be required for the execution of the project.

The following services can be performed by Prime Engineering as supplemental services and will be subject to our standard hourly rates:

- ✓ Construction Administration Services
- ✓ Construction Site Visits
- ✓ As-builts/record drawings
- ✓ Reimbursable expenses in excess of stated budget
- ✓ Environmental testing, reporting, or consulting services
- ✓ Permit and Review fees

Our Hourly Task Rate Schedule and client provided Conceptual Plan are attached and are considered part of the contract documents. Please contact us with any comments or questions that you may have regarding this information. We thank you again for this opportunity and look forward to working with you.

This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing. Thank you for considering Prime Engineering, Inc. for this assignment.

Sincerely,



Christopher Cash, P.E.  
Vice President  
Prime Engineering, Inc.

# HOURLY RATE SCHEDULE

## 2023 HOURLY RATE SCHEDULE

PRIME  
ENGINEERING  
INCORPORATED

### Employee Classification

### Rate Per Hour

|     |   |        |
|-----|---|--------|
| 1.  | Principal   | 300.00 |
| 2.  | Director/Department Head/Vice President/Engineer VIII       | 250.00 |
| 3.  | Program Manager/Dept. Head/Project Manager III/Engineer VII | 225.00 |
| 4.  | Project Manager II/Engineer VI                              | 200.00 |
| 5.  | Project Manager I/Engineer Grade V                          | 185.00 |
| 6.  | Engineer IV   | 155.00 |
| 7.  | Engineer III  | 150.00 |
| 8.  | Engineer II   | 135.00 |
| 9.  | Engineer I  | 120.00 |
| 10. | Intern II   | 100.00 |
| 11. | Intern I  | 75.00  |
| 12. | Architect VIII  | 250.00 |
| 13. | Architect VII   | 225.00 |
| 14. | Architect VI  | 200.00 |
| 15. | Architect V   | 175.00 |
| 16. | Architect IV  | 160.00 |
| 17. | Architect III   | 145.00 |
| 18. | Architectural Designer IV                                   | 145.00 |
| 19. | Architectural Designer III                                  | 135.00 |
| 20. | Architectural Designer II                                   | 125.00 |
| 21. | Architectural Designer I                                    | 106.00 |
| 22. | Construction Manager V                                      | 175.00 |
| 23. | Construction Manager IV                                     | 155.00 |
| 24. | Construction Inspector III                                  | 135.00 |
| 25. | Construction Inspector II                                   | 120.00 |
| 26. | Construction Inspector I                                    | 100.00 |
| 27. | Landscape Architect V                                       | 180.00 |
| 28. | Landscape Designer  | 130.00 |
| 29. | Design Coordinator VII                                      | 170.00 |
| 30. | Designer VI   | 160.00 |
| 31. | Designer V  | 150.00 |
| 32. | Designer IV   | 135.00 |
| 33. | Designer III  | 125.00 |
| 34. | Designer II   | 110.00 |
| 35. | Designer I  | 90.00  |
| 36. | Registered landscape Architect                              | 180.00 |
| 37. | Landscape Designer  | 130.00 |
| 38. | Surveyor VIII   | 250.00 |
| 39. | Surveyor VII  | 185.00 |
| 40. | Surveyor VI   | 170.00 |
| 41. | Surveyor V  | 155.00 |
| 42. | Surveyor IV   | 155.00 |
| 43. | Surveyor III  | 130.00 |
| 44. | Surveyor II   | 115.00 |
| 45. | Surveyor I  | 95.00  |
| 46. | One Person Survey Crew                                      | 133.00 |
| 47. | Two Person Survey Crew                                      | 235.00 |
| 48. | SUE Crew  | 157.00 |

January – December 2023

12/16/2022

# HOURLY RATE SCHEDULE

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|     |   |        |
|-----|---|--------|
| 49. | Contract Administrator                          | 120.00 |
| 50. | Executive Assistant                             | 115.00 |
| 51. | Marketing Specialist                            | 140.00 |
| 52. | Writer/Editor/Visual Communications Coordinator | 125.00 |
| 53. | Marketing Communications Assistant              | 95.00  |
| 54. | Office Manager/Clerical                         | 75.00  |

**HOURLY RATES SCHEDULE NOTES:**

1. In addition to the hourly fee for services, Prime Engineering will be reimbursed for job related expenses including but not limited to travel, reprographic costs and supplies, interim review document printing, mail and express mail services and printing costs. Job related expenses associated with the tasks performed under this agreement shall be billed as incurred and as provided under the task orders to this contract and each of the respective additional services tasks (if any).



note: only areas within the road Rights of Way is included in this proposal.

PROJECT INFORMATION

|                      |            |
|----------------------|------------|
| LOT AREAS            |            |
| NET LOT AREA (NLA):  | 3.17 ACRES |
| UNIT TYPES:          |            |
| 3-BEDS:              | 13 (33%)   |
| A.1                  | 6          |
| A.2                  | 5          |
| A.3                  | 2          |
| 2-BEDS:              | 19 (48%)   |
| B.1                  | 2          |
| B.2                  | 4          |
| B.22                 | 4          |
| B.3                  | 9          |
| 1-BEDS:              | 8 (20%)    |
| C.1                  | 4          |
| C.2                  | 4          |
| TOTAL UNITS:         | 40         |
| TOTAL PARKING:       | 2 PER UNIT |
| TOTAL GUEST PARKING: | 16         |



1 SITE PLAN  
SD-2.1 1" = 50'-0"



SITE  
SD-2.1  
07/25/2023

902 S HAMILTON  
DALTON GA





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** October 16, 2023

**Agenda Item:** Prof. Svc. Agreement – March Adams

**Department:** Human Resources

**Requested By:** Greg Batts

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

**Cost:** 8% of Bid

**Funding Source if Not in Budget** 2023-2024 Capital Budget

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

Professional engineering services agreement for replacement of City Hall HVAC system.



## CITY OF DALTON

### GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this \_\_\_\_ day of October, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and March Adams & Associates, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide mechanical, electrical, and plumbing professional engineering services as described in Consultant's Proposal For Engineering Services dated August 15, 2023 and attached hereto as Exhibit "A" ("Services"); and

WHEREAS, the CONSULTANT agrees to provide said Services for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto in consideration of the undertakings hereinafter provided covenants and payments to be made hereunder agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY engages the CONSULTANT and the CONSULTANT accepts the engagement to perform those professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference as Exhibit "A" and the services provided in the CONSULTANT's Proposal For Engineering Services 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 and pursuant to Fee described in Exhibit "A."

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on "Release Date" which shall be five days after execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the following specified phases of the project within the time frames specified, as follows:

1. Design Development Phase ..... 4 weeks after Release Date



2. Construction Phase Documents . . . . . 5 weeks after Owner Approval
3. Bidding and Negotiation Phase . . . . . 4 weeks after bid issuance

6. CONTRACT SUM: The CITY shall pay to CONSULTANT a Fee equal to Eight (8%) percent of the actual project construction cost with the City having a maximum allowable construction cost of \$1,500,000.00 for the complete performance of the services under this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in Exhibit "A".

7. PAYMENT: The CITY shall pay the fee for services to CONSULTANT upon the invoice schedule shown in Exhibit "A." Each invoice is payable within thirty (30) days of the City's receipt of invoice from CONSULTANT. 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).

8. 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 Human Resources Director;

(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;

9. 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 the practice in the field of professional engineering;

- (b) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (c) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which in CONSULTANT'S judgment may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (d) to complete delivery of the scope of services in a timely manner consistent with the exercise of the engineering standard of care applicable to these services;
- (e) 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;
- (f) to prepare and submit to the CITY reports required by the scope of Services or upon the written request of the CITY.

10. CITY and CONSUTANT agree that this General Professional Services Agreement is sufficient to meet the substance of Standard For of Agreement (AIA C 401-2007).

11. 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 except for Professional Services Errors & Omissions Coverage 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.

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

13. 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, nor 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.

14. 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: March Adams & Associates  
310 Dodds Avenue  
Chattanooga, TN 37404  
Attn: Jeff Westbrook

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.

15. The terms of this Agreement shall supersede any contrary terms in the Proposal For Engineering Services or related documents.

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.

16. 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.

17. 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,

18. 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. However, nothing in this clause shall constitute a warranty by Consultant.

(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:

\_\_\_\_\_

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

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

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK



## Exhibit "A"

*Principals*  
C. Jeffrey Westbrook, P.E.  
Michael B. Hutcherson, P.E.  
Scott T. McKenzie, P.E.  
Joe B. Hutcherson III, P.E.

*Quality Engineering Since 1982*

### PROPOSAL FOR ENGINEERING SERVICES

**DATE:** August 15, 2023

**CLIENT:** City of Dalton, Georgia  
P.O. Box 1205  
Dalton, Georgia 30722

**ATTN:** Greg Batts, SPHR, SHRM-SCP

**FROM:** Jeff Westbrook, PE, LEED AP

**PROJECT:** City of Dalton, Georgia - City Hall Renovation of HVAC

March Adams & Associates is pleased to submit a proposal for **Mechanical, Electrical, and Plumbing** Engineering Services associated with the renovation of the City Hall HVAC systems, located in Dalton, Georgia.

Listed below is a scope of services based on our understanding of the project requirements as per our meeting on August 9, 2023.

#### SCOPE OF SERVICES:

The scope shall include the following engineering services:

- ☐ Provide design services to remove and replace the existing HVAC equipment and associated zone dampers.
- ☐ Provide construction documents and specifications
- ☐ Provide construction administration
  - Compilation of bid package
  - Distribution of bid packages from our office
  - Coordinating of pre-bid contractor meeting
  - Coordination of pre-bid meeting minutes and follow-up questions
  - Assistance to owner in awarding contract
  - Assistance to owner in pay request
  - Perform progress meeting and inspections during the construction phase
- ☐ Provide shop drawing review

*Street Address*  
310 Dodds Avenue  
Chattanooga, TN 37404  
Phone (423) 698-6675

[www.marchadams.com](http://www.marchadams.com)

*Mailing Address*  
P.O. Box 3689  
Chattanooga, TN 37404  
Fax (423) 698-3638



#### **EXCLUSIONS/CLARIFICATIONS:**

- ❑ Contract with the Owner shall be based on the Standard Form of Agreement (AIA C401-2007).
- ❑ It is understood that the Architect shall provide:
  - Initial Scope of Services
  - "As-Built" building drawings for Civil, Architectural, Structural, Mechanical, Electrical, Plumbing, and Fire Protection.
  - Access to the building for evaluation inspections
- ❑ LEED design considerations are not a part of this agreement
- ❑ HVAC design will be based on
  - replacing the existing direct expansion split system air handlers and associated condensers with a single chiller, ancillary chilled water equipment, and associated chilled water air handlers
  - replacing existing boiler and associated ancillary equipment
  - replace variable air volume damper / hot water boxes
  - replacing existing controls for the HVAC system
  - incorporate owner changes to system zoning. Owner to provide areas that need further zoning
  - reusing as much ductwork and hot water piping as possible to reduce building downtime.
- ❑ Engineering services are limited to those services required per the above HVAC scope of work. Any work beyond this scope is to be considered additional services, billed on an hourly basis based upon the below rates.
- ❑ March Adams is not responsible for performing demolition or providing equipment that may be required to reveal items that cannot otherwise be seen. The Client is responsible for performing demolition and providing equipment and operators necessary to observe existing conditions of the structure.
- ❑ Scope of work for March Adams is limited to the scope of work outlined above. Other parts of the existing facility will not be evaluated and are not included in this scope of work.
- ❑ It should be noted that the following items shall be invoiced as additional services at the rates listed below:
  - Changes in the scope of services after acceptance of this agreement

#### **DELIVERABLES:**

The following deliverables shall be provided:

- ❑ (1) reproducible set of the design drawings and electronic media
- ❑ Progress meeting and field inspection reports
- ❑ Close out documents including field test reports, owner's manuals, and warranty certificates

**FEE:**

Based upon the scope of services as outlined above, March Adams proposes a percentage of construction fee of ~~8.7%~~ <sup>8.0%</sup> of the overall construction cost.

The owner provided Maximum Allowable Construction Cost (MACC) for this project is \$1,500,000.

Invoices will be submitted based on the phases described below:

|    |                               |     |
|----|-------------------------------|-----|
| 1. | Design Development Phase      | 20% |
| 2. | Construction Documents Phase  | 38% |
| 3. | Bidding and Negotiation Phase | 7%  |
| 4. | Construction Phase            | 30% |
| 5. | Close-Out Phase               | 5%  |

Payment will be required net 30 days upon receipt of invoice. Interest of 1½% per month will be charged for any unpaid accounts beginning forty-five (45) days after the date of the invoice.

This proposal is valid for ninety calendar days. After ninety days March Adams reserves the right to revisit.

Additional services, if required, shall be provided at the following rates:

|                          |                   |
|--------------------------|-------------------|
| Principal Engineer       | \$160.00 per hour |
| Project Manager          | \$150.00 per hour |
| Senior Engineer          | \$135.00 per hour |
| Fire Protection Engineer | \$135.00 per hour |
| Staff Engineer           | \$120.00 per hour |
| Senior Designer          | \$ 90.00 per hour |
| Staff Designer           | \$ 75.00 per hour |
| Clerical                 | \$ 60.00 per hour |

**REIMBURSABLE EXPENSES:**

The following expenses items are reimbursable to March Adams at the rates as shown:

- Expenses associated with document reproduction (additional sets above those listed in *Deliverables*).
  - Xerox copies (letter size) shall be invoiced at the rate of .10 per copy.
  - Large documents shall be invoiced at the rate of .25 per square foot.
  - Mass reproduction by outside printer shall be invoiced at cost times 1.15.
- Expenses associated with travel to out-of-town sites, which includes transportation (air travel must be approved), lodging and meals shall be invoiced at cost times 1.15.
- Mileage at the rate of 60 cents per mile for travel to out-of-town sites.
- Additional site visits shall be invoiced as additional services at the rates listed above.
- Postage and express shipping shall be invoiced at cost times 1.15.



**LIMIT OF LIABILITY:**

The Engineer, his agents or employees shall not be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional wrong.

March Adams appreciates the opportunity to submit this proposal for your review and consideration, if you find the proposal acceptable, please sign and return one copy authorizing work to proceed.

**AUTHORIZATION:**



\_\_\_\_\_  
March Adams & Associates, Inc.

\_\_\_\_\_  
City of Dalton, Georgia

\_\_\_\_\_  
August 15, 2023

Date

\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** October 16, 2023

**Agenda Item:** Mill Line Change Order 4

**Department:** Recreation

**Requested By:** Caitlin Sharpe

**Reviewed/Approved  
by City Attorney?** N/A

**Cost:** \$85,215

**Funding Source if Not  
in Budget** 2020 Bond Series

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

The requested funds will allow the current contractor, Northwest Georgia Paving, to complete the trenching and installation of electrical conduit that will power the lights along the Mill Line Trail.

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



Job Name: Mill Creek River Walk  
Job Location: Dalton Ga  
Proposal Dated: 10-12-2023  
Company: City of Dalton Parks and Rec  
Contact: Mr. Michael Hendricks  
Cell: 706-463-5732  
Office: 706-278-5404  
Email: [mhendricks@daltonga.gov](mailto:mhendricks@daltonga.gov)

## Proposal

Description

Subtotal Description

Change Order #4

Install 2" Electrical Conduit along the Trail as well as 7 Crossing and or as directed by the City of Dalton. The conduit is to be installed 24" deep and backfilled with dirt. The City of Dalton is to provide the conduit material for NWGP to install.

Price per foot \$8.97 and will be measured in the field.

## Proposal Certification

### NOTES:

- This additional work will cause a delay in the overall completion date of this project. NWGP reserves the right to request additional time if this CO is approved.

**Submitted By:** **Bryan S Roberts**  
Estimator & Project Manager

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

**Authorized Signature:** \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/23

**Agenda Item:** GA811 Membership Agreement

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** N/A

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

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

The request is to become a member of Georgia 811. As of recent, the Georgia Underground Facility Protection Act has required mandatory membership by local governing authorities who own or operate traffic control devices to start performing utility locates on their infrastructure. In order to do so, the City of Dalton has to first become a member of Georgia 811.



## MEMBERSHIP APPLICATION / AGREEMENT

Please provide information for each category below. This information is required in order for us to complete the membership process.

Legal Name of Your Company: City of Dalton

### PLEASE SELECT ALL TYPES OF FACILITIES OWNED OR OPERATED:

#### Underground:

☐ Electric ☐ Telecommunication ☐ Gas ☐ Water ☐ Sewer  
☒ Traffic - Electric ☒ Traffic - Telecommunication ☐ Other

#### Overhead:

☐ Electric

If Other is chosen above, please list facility type here:

Are the facilities installed? ☒ Yes ☐ No

If no, when will the facilities be installed?

### PERSON AUTHORIZED TO EXECUTE CONTRACTS

Name: David Pennington Title: Mayor  
Address: 300 W. Waugh St.  
City: Dalton State: GA Zip Code: 30720  
Phone: 706-278-9500 E-mail: dpennington@daltonga.gov

### ACCOUNTS PAYABLE CONTACT INFORMATION

Name: Tosha Haynes  
Address: 535 N. Elm St.  
City: Dalton State: GA Zip: 30721  
Phone: 706-278-7077 E-mail: thaynes@daltonga.gov

### MAIN POINT OF CONTACT

(The contact person within your company that GA811 would reach out to for ticket questions, delivery issues, etc.) \*\*This must be a contact with the member company and NOT a locate contractor.

Name: Chad Townsend  
Phone: 706-278-7077  
E-mail: ctownsend@daltonga.gov

### DELIVERY ISSUES CONTACT

(This will be used for GA811 to reach out to your company regarding ticket delivery issues.)

Name: Alex Rice  
Phone: 706-278-7077  
E-mail: arice@daltonga.gov



Utilities Protection Center, Inc. d/b/a  
**Georgia 811**  
3400 Summit Ridge Pkwy  
Duluth, GA 30096

Customer Connections Department  
Phone: (770) 623-5786  
E-mail: [customerconnections@georgia811.com](mailto:customerconnections@georgia811.com)  
Website: [www.Georgia811.com](http://www.Georgia811.com)

**CONTACT TELEPHONE NUMBERS FOR TICKETS***(These telephone numbers will be listed on locate tickets)*Main Telephone Number: **706-278-7077**Damage Telephone Number *(if different than the main):*Large Project Telephone Number *(if different than the main):*Emergency Telephone Number *(if different than the main):***TICKET DELIVERY INFORMATION**E-mail Address: **a.rice@dahunga.gov**

Web Service EndPoint:

*If your web service requires separate endpoints for tickets, audits, and messages; enter the additional endpoints below:*

Web Service Endpoint – Audits:

Web Service Endpoint – Messages:

**INFORMATION PROVIDED BY: (Please Print Name)**Name: **Chad Townsend**Telephone Number: **706-278-7077**Email: **ctownsend@dahunga.gov****SIGNATURES**

The undersigned hereby applies for membership with the Utilities Protection Center, Inc. d/b/a Georgia 811. Upon approval of this application, the undersigned agrees to be bound by and to comply with the Georgia 811's bylaws and with the policies and practices of Georgia 811 adopted or approved pursuant to the bylaws. The party executing this agreement affirms that they have the authority to do so on behalf of the applicant.

☐ I have read and understand the attached Billing Explanation which is subject to change by the Georgia 811 Board of Directors.

Signature of Person Authorized to Execute Contracts:

Date:

Witness:

Date:

**FOR OFFICE USE ONLY**

Member Billing Code:

Activation Date:

Please return this application to [CustomerConnections@Georgia811.com](mailto:CustomerConnections@Georgia811.com).

Utilities Protection Center, Inc. d/b/a  
**Georgia 811**  
3400 Summit Ridge Pkwy  
Duluth, GA 30096

Customer Connections Department  
Phone: (770) 623-5786  
E-mail: [customerconnections@georgia811.com](mailto:customerconnections@georgia811.com)  
Website: [www.Georgia811.com](http://www.Georgia811.com)



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/23

**Agenda Item:** Contract with Spectra Contract Flooring - Tile Cleaning

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** \$1,449.03

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

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

Annual tile cleaning contractor for the Public Works facilities.



Spectra Contract Flooring  
5684 Jimmy Carter Boulevard  
Norcross, Georgia 30071

# Spectra Contract Flooring

## P r o p o s a l

Phone (770) 729-2700

A Diversify Company

|                       |                            |           |               |
|-----------------------|----------------------------|-----------|---------------|
| Proposal Submitted to | City of Dalton             | Phone:    | 706.278.1847  |
| Job Name:             | PCDM   Public Works Carpet | Date:     |               |
| Street:               | PO BOX 1205                | Attention | Chad Townsend |
| City, State, Zip:     | Dalton GA 30722            | Job #     | WB201111      |

PROPOSAL DATE: 9/13/2023

We hereby submit specifications and estimates for:

### Item Description

Price  
\$1,449.03

Clean Ceramic tile

1x per year Ceramic Tile Cleaning (Halls, Restrooms, Break Area).  
Public Works - September 2023 through August 2024

We PROPOSE to perform the work complete in accordance complete in accordance  
with the above specifications and as described above, for the SUM of:

\$1,449.03

TERMS: This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum)  
In case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.

### Conditions of Proposal;

Signed: Tony Gladson

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
3. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving floor for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Spectra, including a list of all sealers applied to the concrete subfloor; (b) If Customer does not supply such reports at least 10 days prior to commencement of Spectra's work, the customer shall provide Spectra with access to all concrete subfloors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturer's requirements for installation will require correction or the execution of a separate waiver agreement.
4. Customer represents and warrants that: (a) the project contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s)). ~~To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.~~



5. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL:** *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.*

**Customer Name:**

**Authorized Signature: BY**

**Date:**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/23

**Agenda Item:** Contract with Spectra Contract Flooring – Carpet Cleaning

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** \$4,113.22

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

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

Annual carpet cleaning contractor for the Public Works facilities.

Spectra Contract Flooring  
6684 Jimmy Carter Boulevard  
Norcross, Georgia 30071

# Spectra Contract Flooring

## Proposal

Phone (770) 729-2700

A Diversity Company

|                       |                            |           |               |
|-----------------------|----------------------------|-----------|---------------|
| Proposal Submitted to | City of Dalton             | Phone:    | 706.278.1847  |
| Job Name:             | PCDM   Public Works Carpet | Date:     |               |
| Street:               | PO BOX 1205                | Attention | Chad Townsend |
| City, State, Zip:     | Dalton GA 30722            | Job #     | WB201111      |

PROPOSAL DATE: 9/13/2023

We hereby submit specifications and estimates for:

### Item Description

### Price

Clean Carpet

\$4,113.22

6x per year for Red Areas (Halls)  
4x per year for Blue Areas (Conference Rooms)  
2x per year for Green Areas (Office)  
Public Works - September 2023 through August 2024

We PROPOSE to perform the work complete in accordance with the above specifications and as described above, for the SUM of:

\$4,113.22

TERMS: This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum).  
~~In case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.~~

### Conditions of Proposal:

Signed: Tony Gladson

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
3. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving floor for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Spectra, including a list of all sealers applied to the concrete subfloor; (b) If Customer does not supply such reports at least 10 days prior to commencement of Spectra's work, the customer shall provide Spectra with access to all concrete subfloors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturer's requirements for installation will require correction or the execution of a separate waiver agreement.
4. Customer represents and warrants that: (a) the project contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s)). ~~To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.~~

S. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCP/CCP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL:** *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.*

**Customer Name:**

**Authorized Signature: BY**

**Date:**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/2023

**Agenda Item:** Sereteam Plant Concrete Pipe Lining Project Consideration for Contract Award to Proshot Concrete, Inc.

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** \$986,470.00

**Funding Source if Not in Budget** -----

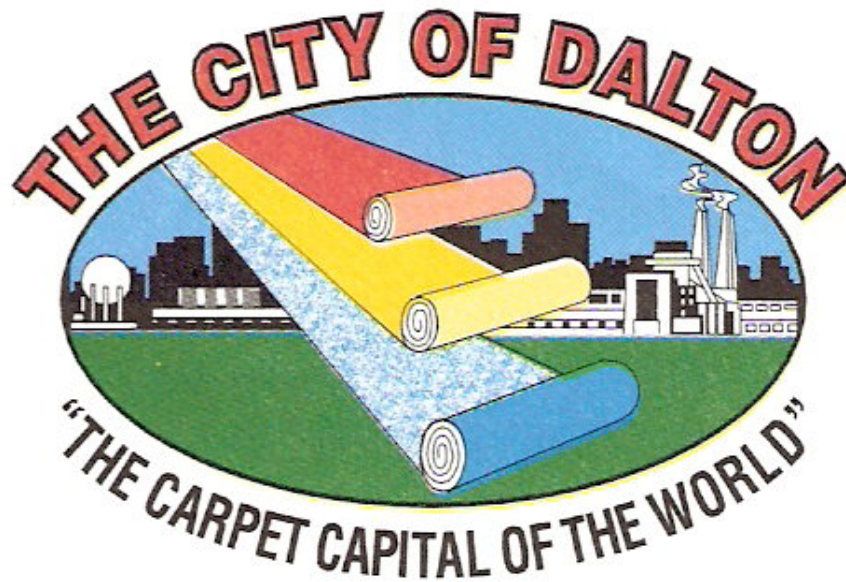
**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

This request is to award the contract to construct the improvements proposed by Proshot Concrete, Inc. for the Sereteam Plant Concrete Pipe Lining Project. Proshot Concrete, Inc. scored the highest in proposal rankings with the score totaling 96 of 100 points.

The work is to be completed within 18 weeks following authorization of the "Notice to Proceed" to the Contractor.

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

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

**For**

**PROJECT:**

**REQUEST FOR PROPOSALS**

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT**

**DALTON PROJECT NO. PW-BD160-2023**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT**

**PO BOX 1205**

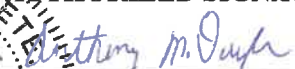
**DALTON, GEORGIA 30722**

**The City of Dalton**  
**Public Works Department**

**REQUEST FOR SEALED COMPETITIVE PROPOSALS – published on 07/7/2023**

*Sealed Envelope shall be marked with the following information:*

**“Sereteian Plant Centrifugally Cast Concrete Pipe Lining Project”**

| <b>SCHEDULE OF EVENTS</b>  |   |
|--|---|
| Mandatory RFP Conference and Site Visit –<br><b>535 N ELM STREET – DALTON, GA 30721</b>  | <b>1:00 PM</b><br><b>July 24, 2023</b>  |
| Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this time frame. These requests will be answered in an addendum and must be emailed to:<br><a href="mailto:jsheppard@daltonga.gov">jsheppard@daltonga.gov</a> | <b>4:00 PM</b><br><b>July 31, 2023</b>  |
| Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.   | <b>2:00 PM</b><br><b>August 18, 2023</b>  |
| <b>THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD</b>   |   |
| <b>COMPANY NAME:</b><br>Proshot Concrete, Inc  | <b>DATE:</b><br>8-16-23   |
| <b>MAILING ADDRESS:</b><br>4158 Musgrove Drive   | <b>PHONE:</b><br>256-764-5941   |
| <b>CITY:</b><br>Florence   | <b>FAX:</b><br>256-764-5946   |
| <b>STATE:</b><br>Alabama   | <b>SSN OR FEDERAL TAX ID:</b><br>20-5269497   |
| <b>ZIP:</b><br>35630   | <b>TITLE OF AUTHORIZED REPRESENTATIVE:</b><br>President   |
| <b>EMAIL:</b><br>cdill@proshotconcrete.com   | <b>AUTHORIZED SIGNATURE:</b><br> |
| <b>PRINTED NAME:</b><br>Anthony McDougle   |   |

\*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit an acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.

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**SECTION 00010: Request for Proposals**

**NAME OF PROJECT: “Seretean Plant Concrete Pipe Lining Project”**

**NAME OF OWNER: THE CITY OF DALTON, GEORGIA**

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.* herein seeks sealed competitive Proposals from Contractors for the construction of the: **“Seretean Plant Concrete Pipe Lining Project”**, located at 1510 CORONET DR - DALTON, GEORGIA, 30720.

The requirements for the construction

- of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>.

Jackson Sheppard, the Public Works Project Manager will be the contact person for questions. **The official plan holders list will encompass only those in attendance that provide their company’s information on the sign-in sheet for the mandatory pre-RFP meeting which will be held on Monday, July 24, 2023 at 2:00 PM.**

Included in the RFP packet will be Instructions to Proposers, and Proposal Form, Price which must be fully completed and submitted along with Bid Bond and Executed E-Verify affidavit. Proposals not including executed E-verify affidavit or Bid Bond will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for the construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor’s proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor’s Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in their order of relative importance:

1. Proposed Price & Method – 35
2. Project Timeline - 15
3. Completeness of proposal- 25
4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than August 18, 2023 at 2 pm.

A total of 2 copies of the RFP are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with the applicable Federal work authorization program. The form for such an affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

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**SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK**

**NAME OF PROJECT: “Seretean Plant Centrifugally Cast Concrete Pipe Lining Project”**

**NAME OF OWNER: THE CITY OF DALTON, GEORGIA**

The City, through its Public Works Department, wishes to install centrifugally cast concrete pipe lining on an existing pipe at the Seretean Plant located at 1510 Coronet Drive. The total length of pipe lining is approximately 2,260 LF of flexible CMP of varying dimensions. See Exhibit A, Exhibit B, and Exhibit C for more detailed information.

**Scope:**

1. Bypass Pumping of Work Area – Include Detailed Pumping Plan
2. Clean / Prep Existing Pipe as Needed
3. Re-establish Pipe Invert as Needed – Include Detailed Invert Restoration Plan
4. Install Centrifugally Cast Concrete Pipe Lining – Include Specified Thickness and Specifications On Proposed Material
5. Post Construction CCTV Inspection

Before submitting, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting the work location. Each Contractor shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited the site and take into consideration all conditions that might affect his work. No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained (unforeseen conditions).

**Installer’s Qualifications:**

The Contractor’s proposal shall include the qualifications of its installer. Include a minimum of three similar installations. Provide three Owner references. The proposal shall also include the installer’s certifications from the manufacturer and professional associations.

**Warranty:**

The Contractor’s proposal shall include the proposed manufacturer’s warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner’s responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

---

**Lump Sum Price and Methodology:**

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal. Contractor shall provide as much detail as possible to demonstrate knowledge of execution of the restoration, and provide as much detail regarding safety measures that will be implemented throughout the course construction to ensure the safety of all persons involved within the restoration process. Methodology also includes details pertaining to material strength properties, detailed bypass pumping plan (if warranted), and any supplemental details pertaining to minimizing impacts to daily operations of the plant throughout the life of the project.

**Contractor Schedule:**

Contractors should provide a timeline of proposed work to begin and end with as much detail as possible.

**Form of Agreement:**

The successful proposer will enter into a contract with the City of Dalton and for the project.

**SECTION: 00030 PROPOSAL FORM**

**EXHIBIT "A"**

**NAME OF PROJECT:** "Sereteam Plant Centrifugally Cast Concrete Pipe Lining Project"

**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA

**NAME OF PROPOSED CONTRACTOR:** Proshot Concrete, Inc (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: "Sereteam Plant Concrete Pipe Lining Project" at 1510 Coronet Drive, Dalton, GA, 30720. This Proposal is submitted in response to the City's Request for Proposals dated 07/10/2023.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the

The contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

**Base Proposal**

The Contractor proposes to properly install a centrifugally cast concrete pipe lining at a thickness to be specified by contractor based on varying depth and location of pipe. Proposal shall be in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of: 986,470.00 - Alternate add 364,608.00 (see note below).

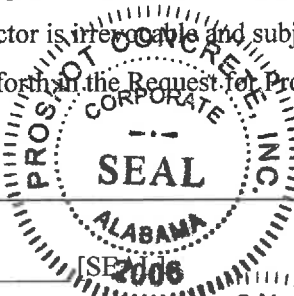
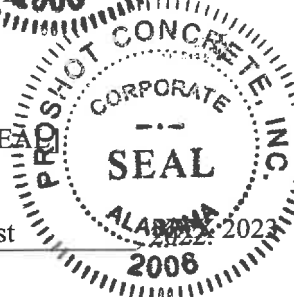
The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposal. The contractor must include a scope sheet outlining bypass pumping plan, pipe invert restoration plan, proposed CCCP lining thickness and concrete/grout specification sheet. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

|   |   |
|---|---|
| <b>[CONTRACTOR]</b> Proshot Concrete, Inc                               |   |
| By: <u><i>Anthony McDougle</i></u>                                      | <br> |
| Anthony McDougle, President   |   |
| Witness: <u><i>Donnie Barnes</i></u>                                    |   |
| Donnie Barnes   |   |
| Sworn and subscribed to before me this <u>16th</u> day of <u>August</u> |   |
| NOTARY PUBLIC: <u><i>Connie Sue Dill</i></u>                            | Connie Sue Dill   |
| Commission Expirations: <u>7-26-26</u>                                  |   |



**SECTION 00040 – BID BOND**

**EXHIBIT “B”**

**NAME OF PROJECT:** “Sereteen Plant Centrifugally Cast Concrete Pipe Lining Project”

**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA

**NAME OF PROPOSED CONTRACTOR:**

Proshot Concrete, Inc.

**(THE “CONTRACTOR”)**

**KNOW ALL MEN BY THESE PRESENTS** that

Fidelity and Deposit Company of Maryland,

as Surety (the “Surety”), and Proshot Concrete, Inc., as

Principal (the “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the “City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

**WHEREAS**, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: “Sereteen Plant Concrete Pipe Lining Project”

**NOW, THEREFORE**, the condition of this obligation is such that if the City accepts the Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), and

- (a) The Contractor timely executes the Agreement between the City and Contractor (the “Agreement”) as provided by the City and as included in the Contract Documents; and,
- (b) The Contractor furnishes to the City fully executed Payment and Performance Bonds as required by the Agreement, then this obligation shall be void; otherwise, the Surety and the Contractor, shall be jointly and severally liable to the City, and shall make payment to the City, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the City will sustain in the event Contractor fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same. This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length.



If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 18th day of August, 2023.

**[CONTRACTOR]**

By: Anthony McDougale  
Anthony McDougale, President

Witness: Donna Bame [SEAL]

Sworn and subscribed to before me this 18th day of August, 2023.

NOTARY PUBLIC: Connie Sue Dill

Commission Expirations: 7-26-26

**[NAME OF SURETY]**

By: Grantland Rice [SEAL]  
Grantland Rice, III, Attorney-in-Fact

Witness: Grant Simmons [SEAL]  
Grant Simmons, Account Manager

Sworn and subscribed to before me this 18th day of August, 2023.

NOTARY PUBLIC: GREGG A. TATUM

Commission Expirations: 11/29/23

**[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]**



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Bruce S. DENSON, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE **all of Birmingham, Alabama**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2023.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea  
Notary Public  
My Commission Expires September 30, 2023



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**SECTION 00050 E-VERIFY AFFIDAVIT**

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

**VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)**

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

*Anthony M. Dugle*  
BY: Authorized Officer or Agent  
Proshot Concrete, Inc

Contractor Name  
President

Title of Authorized Officer or Agent of Contractor  
Anthony McDougle

Printed Name of Authorized Officer or

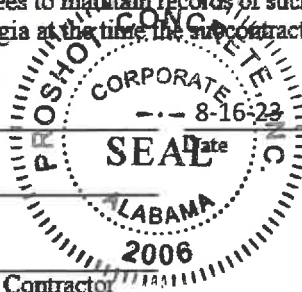
Agent Sworn to and subscribed before me

This 16th day of August, 2023

*Connie Sue Dill*  
Notary Public Connie Sue Dill

My Commission Expires: 7-26-26

\*MUST BE NOTARIZED

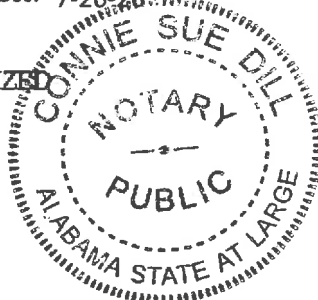


7-6-2009

Authorization Date for EEV Program  
228037

Employment Eligibility (EEV) #

\*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



**SECTION 00060 REFERENCE**

**Authorized Representative's Signature:**

*Anthony McDougle*  
Anthony McDougle, President

See Attached references and similar projects

**CCCP LINING INSTALLATION REFERENCES**

**Must list references of three similar projects and site contact information**



Project #1

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Project #2

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Project #3

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Installation: \_\_\_\_\_



## SHOTCRETE REFERENCES

| Owner   | Description   | Contact Information   |
|---|---|---|
| DeKalb County Government<br>Roads and Drainage<br>727A Camp Road<br>Decatur, GA 30032 | Shotcrete Restorative Services<br>for Stormwater services     | Melvin Robinson, Operations Manager<br>404-297-2568<br><a href="mailto:mrobinson@dekalbcountyga.gov">mrobinson@dekalbcountyga.gov</a>   |
| City of Eufaula, AL<br>205 E Barbour Street<br>Eufaula, AL 36027                      | Storm Drainage Pipe<br>Rehabilitation                         | Tim Brannon<br>334-687-1236<br><a href="mailto:ftbrannon@eufaula.rr.com">ftbrannon@eufaula.rr.com</a>                                   |
| Rockdale County<br>Government<br>958 Milstead Ave Suite 300<br>Conyers, GA 30012      | Shotcrete Restoration services<br>for storm water services    | Terrance Simpkins<br>770-278-7122<br><a href="mailto:Terrence.simpkins@rockdalecountyga.gov">Terrence.simpkins@rockdalecountyga.gov</a> |
| City of Phenix City, AL<br>1119 Broad Street<br>Phenix City, AL 36867                 | 22 <sup>nd</sup> Avenue Storm Drainage<br>Pipe Rehabilitation | Mike Pattillo<br>334-448-2766<br><a href="mailto:mpattillo@phenixcityal.us">mpattillo@phenixcityal.us</a>                               |
| Baltimore County MD<br>111 W. Chesapeake Ave<br>Baltimore, MD 21204                   | Pipe Lining Rehab-Justin Drive<br>and Bentley Parkway         | Sheldon Epstein<br>410-887-3711<br><a href="mailto:sepstein@baltimorecountymd.gov">sepstein@baltimorecountymd.gov</a>                   |
| City of Brentwood<br>1750 General George Patton<br>Brentwood, TN 37027                | Stormwater Culvert Lining                                     | Todd Hoppenstedt<br>615-371-0080<br><a href="mailto:Todd.hoppenstedt@brentwoodtn.gov">Todd.hoppenstedt@brentwoodtn.gov</a>              |
| Alabama Dept of Trans<br>295 Highway 20<br>Tuscumbia, AL 35674                        | Pipe Lining Rehabilitation                                    | Derrick Simpson<br>256-389-1400<br><a href="mailto:simpsond@dot.state.al.us">simpsond@dot.state.al.us</a>                               |
| Howard County MD<br>6751 Columbia Gateway<br>Columbia, MD 21046                       | Storm Drain Gunite Repairs                                    | Matt Wolf<br>443-630-9395<br><a href="mailto:mwolf@howardcountymd.gov">mwolf@howardcountymd.gov</a>                                     |

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

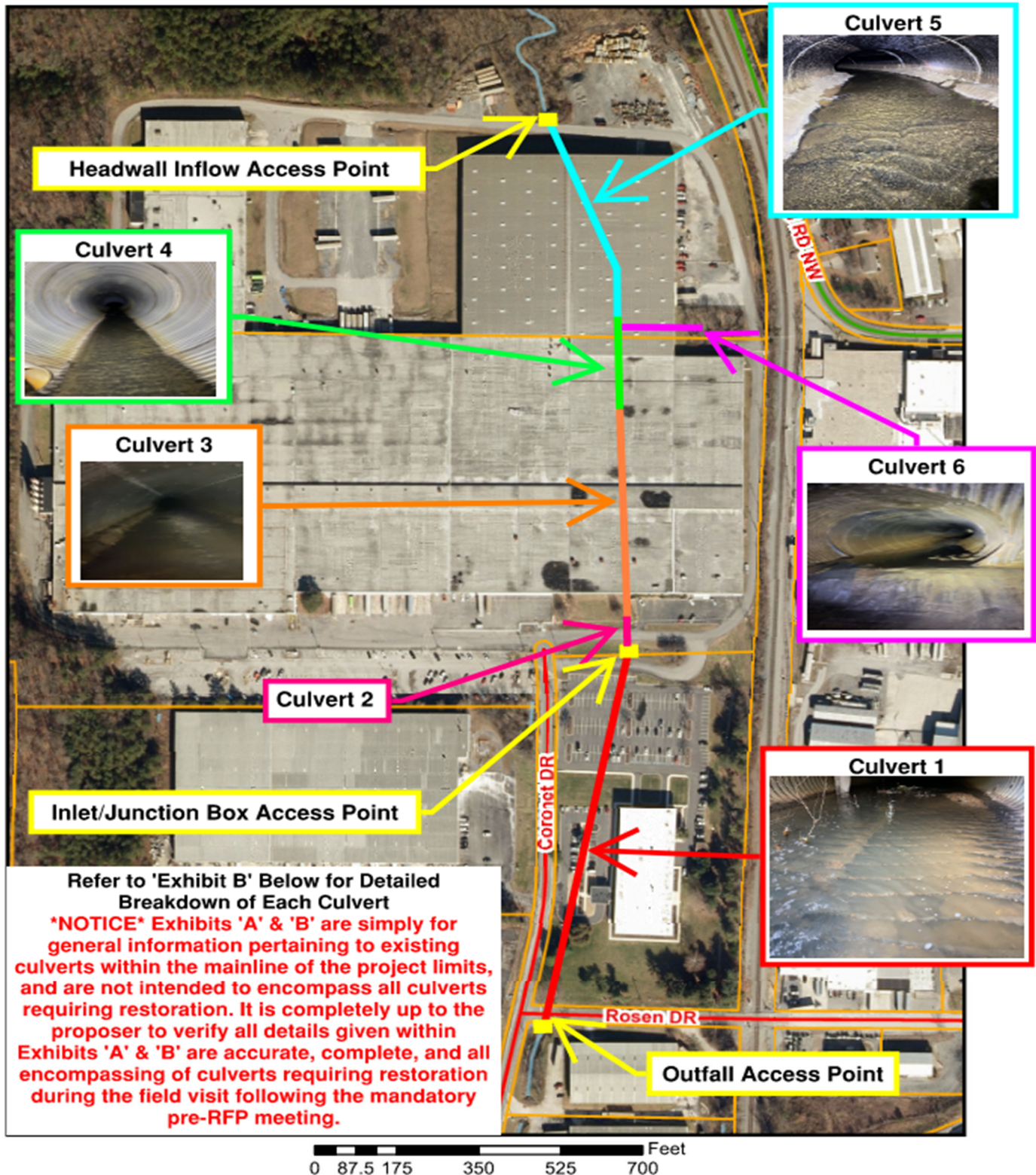
[WWW.PROSHOTCONCRETE.COM](http://WWW.PROSHOTCONCRETE.COM)

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



**SECTION 00070 PROJECT LIMITS**

**EXHIBIT A**



**Revised Exhibit 'B' from RFP Packet**

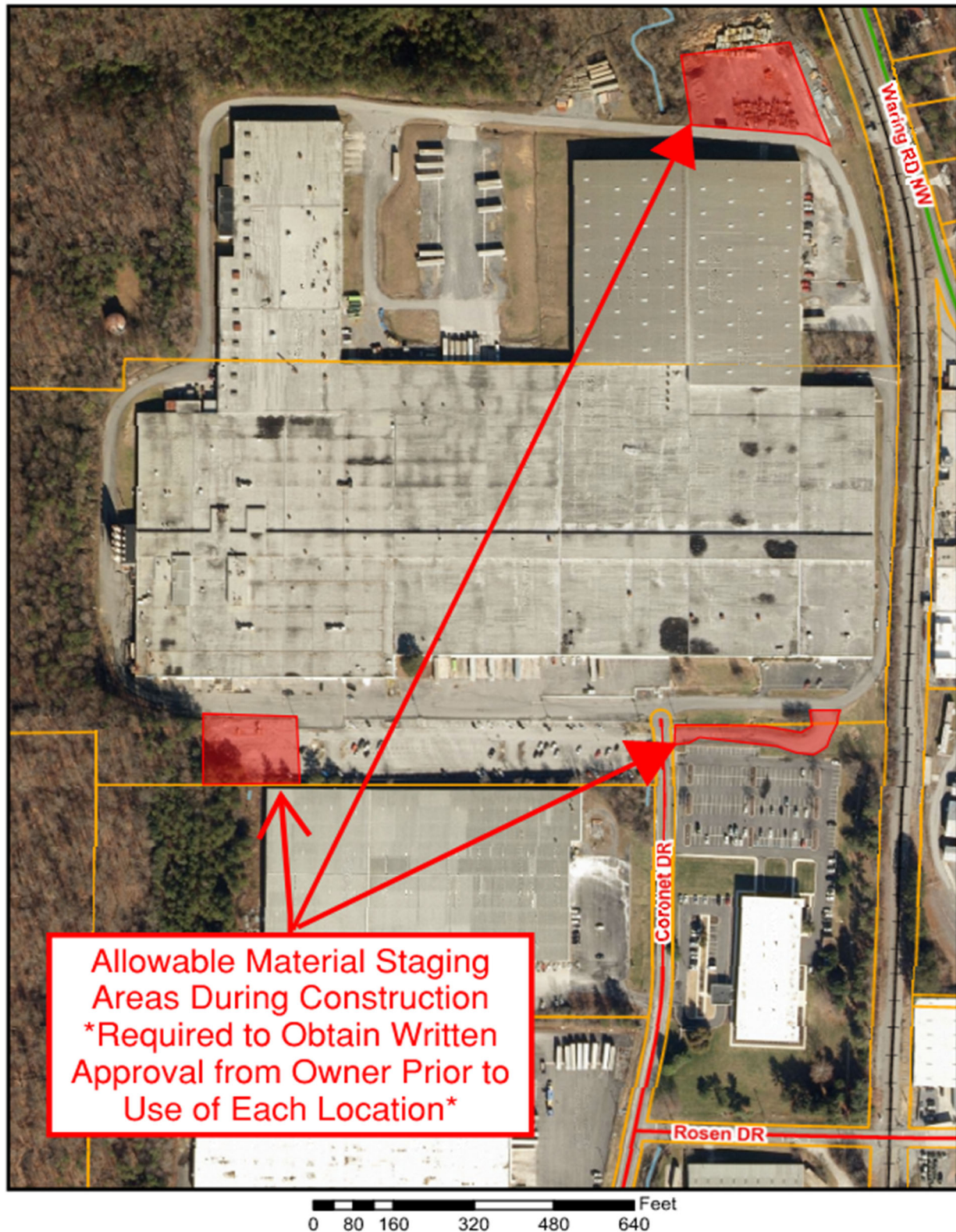
| <b>Seretean Plant Mainline Culvert Details (Updated Lengths)</b> |                  |                |                              |             |           |   |  |
|--|------------------|----------------|------------------------------|-------------|-----------|---|--|
| Culvert No.  | Dimensions*      |                |                              | Length*     | Material* | Existing Coating*                             | Comment*   |
|  | Height (in)      | Width (in)     | Shape                        | Linear Feet |           |   |  |
| 1  | 72 - 78 (varies) | 122            | Squashed Invert - Elliptical | 862         | CMP       | No Coating or Concrete Invert Observed        | Significant deterioration of culvert invert. Severe corrosion present spanning entire width of invert. Subgrade under pipe partially washed away from voids in corrugations. |
| 2  | 60-72 (varies)   | 122            | Squashed Invert - Elliptical | 75          | CMP       | Non-Coated & Concrete Invert                  | Invert appears to be holding. Corrosion present in places where CMP meets concrete invert.   |
| 3  | 60-72 (varies)   | 122            | Squashed Invert - Elliptical | 611         | CMP       | Non-Coated & Concrete Invert                  | Invert appears to be holding. Corrosion present throughout where CMP meets concrete invert.  |
| 4  | 140 (Diameter)   | 140 (Diameter) | Circular                     | 120         | CMP       | Appears have Alluminized Coating              | Most Recently Installed Section  |
| 5  | 72               | 122 - 128      | Squashed Invert - Elliptical | 580         | CMP       | Partially Bituminous Coated & Concrete Invert | Occasional spalling of bituminous coating observed.  |
| 6  | 42 (Diameter)    | 42 (Diameter)  | Circular                     | 140         | CMP       | No Coating or Concrete Invert Observed        | Potential corrosion observed along invert.   |

(\*) \*NOTICE\* Exhibits 'A' & 'B' are simply to provide a general overview of existing culverts within the mainline of the project limits, and are not intended to encompass all culverts requiring restoration. It is completely up to the proposer to verify all details given within Exhibits 'A' & 'B' are accurate, complete, and all encompassing of culverts requiring restoration during the field visit following the mandatory pre-RFP meeting.



## EXHIBIT C

### Construction Materials Staging Areas



**SECTION 00080 MANDATORY PRICE PROPOSAL FORM**

| Description of Work   | Cost       |
|---|------------|
| Bypass Pumping of Work Area   | 98,650.00  |
| Clean / Prep Existing Pipe as Needed  | 78,925.00  |
| Re-establish Pipe Invert as Needed  | 49,325.00  |
| Install Centrifugally Cast Concrete Pipe Lining –<br><b>Thickness TBD By Contractor and Outlined in<br/>Scope Sheet</b>   | 740,875.00 |
| Note: Alternate Add if city elects full circumference in all pipes  | 364,608.00 |
| Post Construction CCTV Inspection   | 18,695.00  |
| **The City of Dalton will consider proposals for products equal to or better. If not providing the exact product, complete details and specifications for the product must be submitted with the RFP.** |            |
| Expected timeline of project: Approximately 90 working days. See Contractor timeline schedule for details.  |            |

**SUBMITTED:**



Proshot Concrete, Inc

**Company Name**

4158 Musgrove Drive Florence, AL 35630

**Company Address**

*Anthony McDougle*

**Authorized Signature**

Anthony McDougle, President

**Print Name & Title**



**SECTION 00090 PROPOSAL CHECKLIST**

Failure to include all required documents will result in proposal being removed for consideration for award.

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Price Proposal Form
- ☒ Vendor Affidavit and Agreement

☐ Checklist for Documents/Addenda Acknowledgement (this page)

**Addenda Acknowledgement**

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 Dated: 7-11-23  
Addendum No. 2 Dated: 7-21-23  
Addendum No. 3 Dated: 8-4-23  
Addendum No. 4 Dated: 8-8-23

This affirms that all documents are included with the bidders bid package.

Company's Name:

Proshot Concrete, Inc Date: 8-16-23

Authorized Representative's Name: Anthony McDougle, President

Authorized Representative's Signature: Anthony McDougle



---

**SECTION 00100 PACKAGE LABEL**

This label must be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



SEALED BID ENCLOSED

**DO NOT OPEN**

**“Seretean Plant Centrifugally Cast Concrete Pipe Lining Project”**

Due Date and Time: August 18, 2023 at 2 pm

---

Vendor Name

---

Address

---

City, State, Zip Code

---

DELIVER TO:

The City of Dalton – Finance Department  
300 West Waugh Street  
Dalton, GA, 30720



---

**SECTION 00110 PROPOSAL SCORING SHEET – (FOR OWNER ENTRY)**

**Company Name:**      Proshot Concrete, Inc.

1. Proposed Price & Method – 33 / 35 pts

2. Project Timeline 13 / 15 pts

3. Completeness of proposal 25 / 25 pts

4. Reputation and reliability of contractor 25 / 25 pts

TOTAL 96 / 100 pts

**COMMENT:**

Proposal provided extensive level of detail. Cost is within budget, but is not the lowest submitted.

Five year warranty on all materials and workmanship at no charge is a notable benefit towards

ensuring proposed restoration provides the level of service required by the City. References provided

indicate the the contractor is reputable and reliable.Overall, details provided towards the method proposed

bestows confidence that the elements of restoration meet all requirements of the project's charter.

---

CONTRACT ADDENDUM

ADDENDA NO.: 001

DATE ISSUED: July 11<sup>th</sup>, 2023

BID DATE: Friday, August 18<sup>th</sup>, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

**Addenda No. 001 Contractor Action**

1. Acknowledge receipt of this addendum by writing in "Addenda No. 1" on page 17 of Request for Proposals Document.

INTERPRETATIONS:

1. Will the City of Dalton Accept Concrete Restoration Methods Other Than Centrifugal Spin Cast Concrete Pipe Lining?
  - a. Other Concrete restoration methods proposed by a prospective contractor shall be accepted for proposal submissions for any given segment of pipe. Any concrete restoration methods proposed including centrifugal spin cast pipe lining must include as much detail as possible pertaining to, but-not-limited-to the following: cost benefits, lifespan, strength qualities, etc. All methods proposed are also subject to any and all additional requirements specified within the published Request for Proposals contract document found on the City's website for consideration of acceptance.

BY:

T. Jackson Sheppard, E.I.T.  
Project Manager

---

## CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: July 21, 2023

BID DATE: Friday, August 18<sup>th</sup> 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 2" on page 17 of Request for Proposals Document.
2. Please refer to "Proposal Submittal Clarification" section below for clarification of contractor action for proposal submittal.

### MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT:

1. To provide confirmation, the pre-proposal meeting is scheduled to take place at 1:00 PM on July 24<sup>th</sup>, 2023 at the Public Works Main Office located at 535 North Elm Street Dalton, GA 30721.
2. The address for the site visit that will take place following the pre-proposal meeting is 1510 Coronet Drive Dalton, GA 30720.

### PROPOSAL SUBMITTAL CLARIFICATION:

1. To provide confirmation of the name of the project, please use "Sereteam Plant Concrete Pipe Lining Project" as the official name of the project for all instructions specified within the Request for Proposals Document regarding proposal submissions.

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## CONTRACT ADDENDUM

ADDENDA NO.: 003

DATE ISSUED: August 4, 2023

BID DATE: Friday, August 18<sup>th</sup> 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 3" on page 17 of Request for Proposals Document.
2. Please refer to "Proposal Submittal Clarification" section below for clarification of contractor action for proposal submittal.
3. Please refer to "Interpretations" section for responses to questions submitted by the inquiry deadline.
4. Please replace Exhibit 'B' within original RFP packet with the revised Exhibit 'B' located on page eight (8) of published addenda no. 003. Please refer to "Proposal Submittal Clarification" section for details pertaining to the updated exhibit.

### INTERPRETATIONS

1. If the awarded Contractor's total price exceeds the available budget, will the City reduce scope to meet the available budget or re-bid the project?
  - a. That will be left to the discretion of the Finance Committee. Most likely the City will proceed with the entire scope.
2. If the project scope is reduced to meet the available budget, does the City have a priority list or order of importance regarding culverts to address?
  - a. The City will make that determination once total project cost has been evaluated.
3. With the anticipated award of September 2023, what is the City's expectation for project completion?
  - a. The expectation is to adhere to the schedule provided by the contractor in their bid submission. The project timeline is part of the scoring criteria and will be part of the decision for award. The overall duration of schedule completion length will begin once the official "Notice to Proceed" is provided by the City. This is anticipated to be given immediately following the pre-construction conference with the awarded contractor.
4. Does this project have an overall project contract duration set by the City?

- a. No, the project duration will be set by the project timeline as part of the bid submission. Please refer to the response for question three (3) for additional context.
- 5. Will this project's contract include any liquidated damages?
  - a. Yes, liquidated damages will be implemented at \$300 per day. An example of the verbiage pertaining to liquidated damages for a previously completed project from the contract document has been provided below. Refer to responses to questions three (3) and four (4) for context regarding project duration.

**0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 24 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for July 3, 2022.

- 6. During the mandatory pre-bid, the scoring sheet was reviewed. Will the City please define the 'Completeness of proposal' category?
  - a. The "Completeness of Proposal" will be scored based on how well details requested are outlined and documented in the submission and will be determined at the discretion of the City.
- 7. Will the City please provide the sign in sheet from the mandatory pre-bid project?
  - a. Refer to Page 7 of 28 in published addenda no. 003 for the official plan-holder's list for this project.
- 8. Will the City please confirm whether the design intent for this pipe rehabilitation is for a fully structural repair?
  - a. The intent is to make structural repairs if proposers deem necessary, and prolong the life of the existing infrastructure. Providing as much context as to the reasoning for what is being proposed is highly recommended.
- 9. To confirm engineered thicknesses for this project, the following information must be known by Bidders. If the information is unavailable at this time, will the City please define values for bidding purposes? Without defining these values for Bidders, thickness calculations cannot be compared across different materials.
  - a. Assumption of existing host pipe ovality (typically 0-2%).
    - Assumptions regarding ovality, length, height, etc. shall be determined by the proposer based on assessments performed during the site walk following the mandatory pre-RFP meeting, and details provided within the culvert details table assuming they were verified to be accurate as directed on Exhibit 'A' & 'B' of the RFP packet and addenda no. 003's revised Exhibit 'B'.
  - b. Factor of Safety (typically 2.0)
    - Factor of Safety shall be at the discretion of the proposer. Providing details pertaining to factors of safety used in proposal is recommended, and can be factored into the assessed overall completeness of the proposal.

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- c. Depth of pipe – cover depth for each culvert is required; measured from ground level to the top of the existing culvert. Without this defined, thicknesses cannot be engineered.
    - Refer to pages 21 - 22 within published addenda no. 003 for details pertaining to existing coverage.
  - ci. Water table depth below the ground surface – measured from the surface. Without this defined, thicknesses cannot be engineered.
    - Water table depth is undetermined. It is advised for prospective proposers to make appropriate assumptions determined by the individual proposer utilizing proven experience for specifications that are unable to be determined and/or provided by the City.
  - cii. Soil density
    - Soil density is unknown. Soil name is UrC – Urban Land. Classified hydrologic group is Group D. Please refer to the Natural Resources Conservation Service for open sourced data pertaining to soil conditions. <https://websoilsurvey.sc.egov.usda.gov/app/WebSoilSurvey.aspx>
  - ciii. Rehab product's Flexural strength, confirmed by field testing during application. For this project, we would recommend 1,250 psi minimum.
    - Refer to response for part 'g' of question nine.
  - civ. Live Load Calculation Method – this is typically based on traffic loading, HS20, HS25, Railroad, or airport loading. Will the City confirm which load factor Bidders should utilize for material application design thickness? This will insure 'apples to apples' comparison.
    - Thickness of lining, type of material used, and method of application to be specified in proposal submission. These characteristics of proposed rehabilitation methods will be considered as part of the scoring process and decision to award will be heavily based on these three parameters. It is up to the proposing contractor to make these determinations along with providing justifications (i.e. details of the design approach) based on the parameters at hand by the proposal opening date. This being said, the primary source of live loadings directly underneath the plant are from fork lifts since single and tandem axel vehicles utilize the loading docks along the exterior of the plant. Culverts located directly underneath the pavement roads and parking lots can be subject to live loads from single and tandem axel vehicles at any time.
10. Will the City confirm any work hour or workday restrictions for this project (set forth by City or plant)?
- a. Permitted work days and hours are Monday – Saturday 7:00 am to 6:00 pm. Work may be permitted outside of the provided time windows upon written approval requested by awarded contractor at least 24 hours in advance.
11. Will the City detail any safety or security requirements for this project (e.g. safety class, badging, etc.)?
- a. Contractor needs to follow OSHA guidelines for workplace safety.
12. To ensure all rehabilitation methods incorporate the same frequency, will the City please define material testing requirements for this project?
- a. The City, at its discretion, may pull samples of all materials being utilized for the rehabilitation to check the validity of strength properties provided in the proposal submission specifications.



13. Work within the existing stream will be required to implement effective bypass pumping measures. Will the City please define any anticipated permits required to work within the creek?

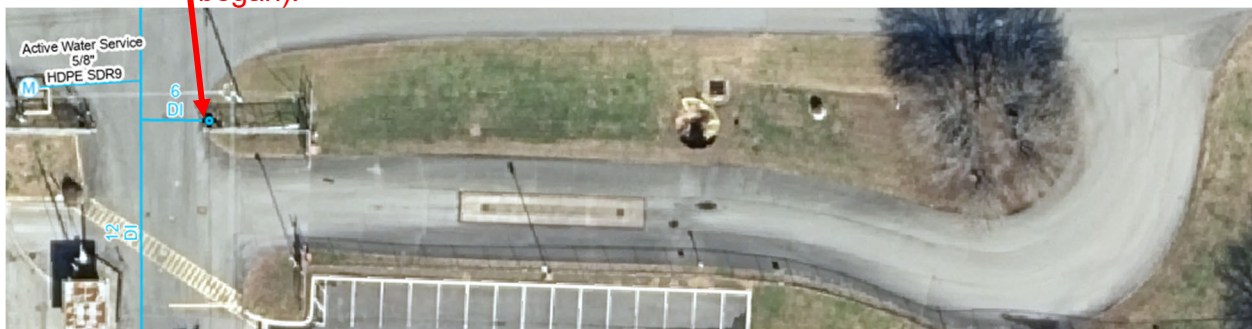
- Refer to page 9 of 28 for permit requirements pertaining to the scope of work being performed within this project. Assuming that the scope of work being performed adheres to the requirements of the 2021 Nationwide Permit (highlighted in yellow), the City is not anticipating a permit will be required as long as a detailed pumping and corresponding dewatering plan is provided from a Georgia Soil and Water Conservation Commission Certified Level II Design Professional.
- a. Will the City obtain all necessary permits for the Contractor to work within the creek as needed for this project?
  - i. If a permit is required to complete the scope of work proposed, the contractor shall be responsible for obtaining said permit(s).
- b. If the Contractor is responsible for permits, will the City please provide a list of those permits, responsible entity, and approximate cost?
  - i. Refer to previous responses for more information. For any additional questions regarding permit requirements, please contact Chris Hester, the Whitfield County Stormwater Coordinator.
  - ii. Chris Hester, P.E. – Whitfield County Stormwater Coordinator
    - 1. Email: [chester@whitfieldcountyga.com](mailto:chester@whitfieldcountyga.com)
    - 2. Phone: (706) 281-1768

14. Will the City or plant owner provide a site for pipe cleaning debris disposal?

- a. Awarded contractor will be responsible for debris disposal and to be disposed of at a proper location such as a permitted landfill.

15. Will the City confirm that a potable water source will be provided to the Contractor at no charge? If the Contractor will be charged, please provide approximate cost for incorporation into our pricing.

- a. Potable water can be obtained at fire hydrant located at the Sereteian Plant. Awarded contractor must obtain a hydrant meter from Dalton Utilities and will be responsible for fees and usage. The contact for obtaining a hydrant meter through Dalton Utilities is Allen Peters and can be reached by phone at 706-529-1014 or by email at [apeters@dutil.com](mailto:apeters@dutil.com). The nearest fire hydrant can be found at the edge of the grass island which is located adjacent to the permitted material staging area at the front entrance of the plant (where the site visit began).



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16. With the City accepting multiple rehab products, we strongly urge the City require all Bidders to submit P.E. stamped thickness calculations with their proposal packages. This will protect Bidders and the City from awarding based on an unconfirmed thickness design and open to project change orders. Will the City please require P.E. stamped thickness calculations with proposal packages?
- a. Thickness of lining, type of material used, and method of application to be specified in proposal submission. These characteristics of proposed rehabilitation methods will be considered as part of the scoring process and decision to award will be heavily based on these three parameters. It is up to the proposing contractor to make these determinations based on design parameters on hand by the proposal opening date. Proposal costs submitted to complete the proposed restorations shall be accounting for unforeseen conditions determined by the individual proposer to reduce the need for a contract change order for all methods proposed in said submittal. If proposal specifications are stamped by a Professional Engineer, licensed in the state of Georgia, this would aid in the scoring criteria of "Completeness of Proposal".
17. Will the City confirm that thickness designs should be calculated based on site specific criteria like pipe cover depth, water table, and live loading?
- a. Thickness designs shall be based upon parameters determined to be necessary by the individual prospective proposer. The proposer shall be fully responsible for providing all details utilized for proposed design thickness. The City is relying on the proven experience of the proposers to determine the necessary parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. This is why the project procurement is formatted as a request for proposals. Proposers are responsible for meeting the standard requirements specified by the City in all procurement documents, and is scored accordingly.
18. Is the City's intent to fill the existing pipe corrugations even if the engineered thickness calculations would not require it for the intended design?
- a. The City's intent is not to require pipe corrugations to be filled if any proposer determines it to not be necessary to meet the structural strength needs determined by the proposer that also meets the objectives specified within all published documents by the City for the project.
19. Would the City consider including at least a reference to a generic standardized specification such as the NASSCO's Performance Specification Guideline for Spray-Applied-Pipe-Liner (SAPL) Installation for Gravity Pipelines? This could be accomplished by simply putting a sentence referencing compliance to this guidance document. This would provide at least a "minimum" from which to reference any comparison as well as provide the City some assurance that proposals are somewhat comparable.
- a. The use of any national standard specification for the application / design approach of the proposed rehabilitation method is recommended, and will be considered in the proposal scoring of "Completeness of Proposal". It is recommended to provide as much context as possible regarding the approach towards determining the design proposed to complete the project.

20. Can the City provide some details for each pipe section (average depth of pipe, average loading conditions on the pipe, etc.) in order to properly design the liner thickness?
  - a. For details pertaining to coverage / depth of pipe, please refer to response to question nine, part C.
21. Will the access point outside the plant be permitted for culvert no. 6 shown on the visuals provided?
  - a. Yes, work will be permitted utilizing this access point granted all equipment being utilized does not disrupt the loading docks located adjacent to this location.
22. Can you provide as-builts for the plant, and details pertaining to the contractor that had previously performed the repairs observed?
  - a. At this time, the items pertaining to both requests are unable to be obtained, and consequentially are unable to be provided within this addendum. Given this, the City is unable to provide specifics regarding dead loads from the plant itself based on information provided from as-built drawings.
23. Can you provide hydrologic information pertaining to the drainage area entering the culvert at the inflow location of the project?
  - a. See report in published addenda no. 003 for information pertaining to hydraulic conditions derived from USGS Stream Stats to be utilized at the proposer's discretion for development of the required pumping and dewatering plan.

PROPOSAL SUBMITTAL CLARIFICATION:

1. To provide confirmation of the name of the project, please use "Sereteen Plant Concrete Pipe Lining Project" as the official name of the project for all instructions specified within the Request for Proposals Document regarding proposal submissions.
2. An updated Exhibit 'B' has been provided in published addenda no. 003 which has changes in lengths to account for evident increase in lengths for certain segments from production of the profile view documentation included within published addenda no. 003.
3. The culvert located at the yard inlet on the northern side of Rosen Drive (Station 00+00) on profile view provided below, that spans to the outfall location (southern side of Rosen Drive) is **NOT** to be considered as part of the scope of the restoration for this project given that it is a concrete box culvert.



T. Jackson Sheppard, E.I.T  
Project Manager

**Official Plan Holders List (Sign-In Sheet from the Mandatory Pre-RFP Meeting)**

| City of Dalton Public Works Department<br>Mandatory Pre-Proposal Meeting - Sereteen Plant Concrete Pipelining Project<br>Monday, July 24, 2023 - 1:00 PM<br>Sign-In Sheet |                         |              |                             |
|---|-------------------------|--------------|-----------------------------|
| Name  | Company                 | Phone        | Email                       |
| Jackson Sheppard  | City of Dalton PW       | 706-278-7077 | jsheppard@dalton.ga.gov     |
| JOSH SMITH  | BLUE TANK & PUMP        | 423-827-6274 | jsmith@bluetankandpump.com  |
| CRAIG CARSON  | Proshot Concrete        | 256 810 3350 | ccarson@proshotconcrete.com |
| Jason Goldschmidt   | MCSP                    | 513-253-3354 | jsson@mcspinc.com           |
| Chad Townsend   | City of Dalton          | 706-278-7077 | ctownsend@dalton.ga.gov     |
| Jake Jenkins  | PURIS                   | 470 303 1001 | jacob.jenkins@puriscorp.com |
| David Stanley   | PURIS                   | 404-998-9557 | david.stanley@puriscorp.com |
| RICHARD GOODRUM   | GEOTREE                 | 864-216-1128 | rgoodrum@cs-nri.com         |
| Mike Wendt  | Heck                    | 420-806-2225 | Mike.Wendt@HeckRentals.com  |
| Jorge Campos  | City of Dalton PW       | 706-278-7077 | jcampos@dalton.ga.gov       |
| Bhaumi B. Chauhan   | US INFRA REHAB SERVICES | 740-707-1991 | bhaumi@usinfarehab.com      |
|   |                         |              |                             |
|   |                         |              |                             |
|   |                         |              |                             |

**Revised Exhibit 'B' from RFP Packet**

| <b>Sereteam Plant Mainline Culvert Details (Updated Lengths)</b> |                  |                |                              |             |           |   |  |
|--|------------------|----------------|------------------------------|-------------|-----------|---|--|
| Culvert No.  | Dimensions*      |                |                              | Length*     | Material* | Existing Coating*                             | Comment*   |
|  | Height (in)      | Width (in)     | Shape                        | Linear Feet |           |   |  |
| 1  | 72 - 78 (varies) | 122            | Squashed Invert - Elliptical | 862         | CMP       | No Coating or Concrete Invert Observed        | Significant deterioration of culvert invert. Severe corrosion present spanning entire width of invert. Subgrade under pipe partially washed away from voids in corrugations. |
| 2  | 60-72 (varies)   | 122            | Squashed Invert - Elliptical | 75          | CMP       | Non-Coated & Concrete Invert                  | Invert appears to be holding. Corrosion present in places where CMP meets concrete invert.   |
| 3  | 60-72 (varies)   | 122            | Squashed Invert - Elliptical | 611         | CMP       | Non-Coated & Concrete Invert                  | Invert appears to be holding. Corrosion present throughout where CMP meets concrete invert.  |
| 4  | 140 (Diameter)   | 140 (Diameter) | Circular                     | 120         | CMP       | Appears have Alluminized Coating              | Most Recently Installed Section  |
| 5  | 72               | 122 - 128      | Squashed Invert - Elliptical | 580         | CMP       | Partially Bituminous Coated & Concrete Invert | Occasional spalling of bituminous coating observed.  |
| 6  | 42 (Diameter)    | 42 (Diameter)  | Circular                     | 140         | CMP       | No Coating or Concrete Invert Observed        | Potential corrosion observed along invert.   |

(\*) \*NOTICE\* Exhibits 'A' & 'B' are simply to provide a general overview of existing culverts within the mainline of the project limits, and are not intended to encompass all culverts requiring restoration. It is completely up to the proposer to verify all details given within Exhibits 'A' & 'B' are accurate, complete, and all encompassing of culverts requiring restoration during the field visit following the mandatory pre-RFP meeting.

## Summary of the 2021 Nationwide Permits<sup>1</sup>

| Nationwide Permit  | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold | Delineation Required? | Applicable Waters            | Changes | Other Information  |
|--|---------------------|--|---|-----------------------|------------------------------|---------|--|
| <b>NWP 1</b> – Aids to Navigation  | 10                  | none   | PCN not required                              | no                    | navigable waters of the U.S. | none    |  |
| <b>NWP 2</b> – Structures in Artificial Canals   | 10                  | none   | PCN not required                              | no                    | navigable waters of the U.S. | none    |  |
| <b>NWP 3</b> – Maintenance   | 10/404              |  |   |                       |                              |         |  |
| (a) Repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills   |                     | authorizes only minor deviations for maintenance   | PCN not required                              | no                    | all waters of the U.S.       | none    | Does not authorize: maintenance dredging for the primary purpose of navigation; beach restoration; or new stream channelization or stream relocation projects. Limits stream channel modification to the minimum necessary for the maintenance activity. |
| (b) Discharges associated with removal of accumulated sediments and debris in the vicinity of existing structures, including intake and outfall structures and associated canals |                     | 200 feet from structure; minimum necessary to restore capacity intake or outfall or associated canal | all activities                                | yes                   | all waters of the U.S.       | none    |  |
| (c) Temporary structures, fills, and work necessary to conduct maintenance activity  |                     |  | PCN not required                              | no                    | all waters of the U.S.       | none    | Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations   |
| <b>NWP 4</b> – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities  | 10/404              | none   | PCN not required                              | no                    | all waters of the U.S.       | none    | Does not authorize impoundments or artificial reefs. Does not authorize covered oyster trays or clam racks.  |
| <b>NWP 5</b> – Scientific Measurement Devices  | 10/404              | 25 cubic yards for weirs and flumes  | PCN not required                              | no                    | all waters of the U.S.       | none    | Devices and any associated structures or fills be removed upon completion of the use and restored to pre-construction elevations to maximum extent practicable.  |
| <b>NWP 6</b> – Survey Activities   | 10/404              | 1/10-acre  | PCN not required                              | no                    | all waters of the U.S.       | none    | Does not authorize fills for roads. Does not authorize permanent structures. Does not authorize fill associated with recovery of historic properties. Backfilling of exploratory trenches must not drain a water of the U.S.                             |

<sup>1</sup> This table is intended to provide **general** information on the 2021 nationwide permits published in the *Federal Register* on January 13, 2021 (86 FR 2744) and December 27, 2021 (86 FR 73522).

| Nationwide Permit  | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters  | Changes   | Other Information  |
|--|---------------------|----------|--|-----------------------|--|---|--|
| <b>NWP 7</b> – Outfall Structures and Associated Intake Structures   | 10/404              | none     | all activities   | yes                   | all waters of the U.S.   | none  | Activity must comply with National Pollutant Discharge Elimination System Program.                                   |
| <b>NWP 8</b> – Oil and Gas Structures on the Outer Continental Shelf | 10                  | none     | all activities   | no                    | navigable waters of the U.S.   | none  | Limited to facilities in areas leased by the Bureau of Ocean Energy Management of the Department of the Interior.    |
| <b>NWP 9</b> – Structures in Fleeting and Anchorage Areas            | 10                  | none     | PCN not required   | no                    | navigable waters of the U.S.   | none  | Applies to structures, buoys, and other devices placed in anchorage or fleeting areas established for those purposes |
| <b>NWP 10</b> – Mooring Buoys  | 10                  | none     | PCN not required   | no                    | navigable waters of the U.S.   | none  | Non-commercial, single boat mooring buoys  |
| <b>NWP 11</b> – Temporary Recreational Structures                    | 10                  | none     | PCN not required   | no                    | navigable waters of the U.S.   | none  | Structures must be removed within 30 days after use discontinued.  |
| <b>NWP 12</b> – Oil or Natural Gas Pipeline Activities               | 10/404              | 1/2 acre | <ul style="list-style-type: none"> <li>a section 10 permit is required</li> <li>discharges that result in the loss of &gt;1/10 acre</li> <li>new oil or natural gas pipeline greater than 250 miles in length</li> </ul> | yes, if PCN required  | see text of NWP  | Limit to oil or natural gas pipeline activities. Remove PCN requirements for: (a) activities that involve mechanized land clearing in a forested wetland for the utility line right-of-way; (b) utility lines in waters of the United States, excluding overhead lines, that exceed 500 feet; (c) utility lines placed within a jurisdictional area (i.e., water of the United States), that run parallel to or along a stream bed that is within that jurisdictional area; (d) permanent access roads constructed above grade in waters of the United States for a distance of more than 500 feet; or (e) permanent access roads are constructed in waters of the United States with impervious materials. Add PCN requirement for new oil or natural gas pipelines more than 250 miles in length. | Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.    |
| oil or natural gas pipelines   |                     |          |  |                       | all waters of the U.S., including navigable waters                               | Removed Note requiring district engineer to send copy of PCN and NWP verification letter to Department of Defense Siting Clearinghouse.   | Must restore area to pre-construction contours.  |
| oil or natural gas pipeline substations                              |                     |          |  |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters |   |  |



| Nationwide Permit   | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters  | Changes   | Other Information   |
|---|---------------------|---|--|-----------------------|--|---|---|
| foundations for above-ground oil or natural gas pipelines         |                     |   |  |                       | all waters of the U.S.   |   |   |
| access roads  |                     |   |  |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters |   | Access roads must be constructed to minimize adverse effects to waters of the U.S.  |
| <b>NWP 13</b> – Bank Stabilization                                | 10/404              | <ul style="list-style-type: none"> <li>500 feet along the bank (unless waived by DE – waivers for bulkheads limited to 1,000 linear feet along the shore)</li> <li>1 cubic yard per running foot (unless waived by DE)</li> </ul> | <ul style="list-style-type: none"> <li>&gt;500 linear feet in length</li> <li>&gt;1 cubic yard per running foot, as measured along the treated bank, below OHWM or HTL</li> <li>discharges into special aquatic sites</li> </ul> | yes, if PCN required  | all waters of the U.S.   | Added Note stating that in coastal waters and the Great Lakes, living shorelines authorized by NWP 54 may be an appropriate form of bank stabilization. | Activity cannot impair surface water flow into or out of waters of the U.S. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Native plant species appropriate for site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization. |
| <b>NWP 14</b> – Linear Transportation Projects                    | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre in non-tidal waters</li> <li>1/3 acre in tidal waters</li> </ul>  | <ul style="list-style-type: none"> <li>&gt;1/10 acre</li> <li>discharges into special aquatic sites</li> </ul>   | yes, if PCN required  | all waters of the U.S.   | Added “driveways” to list of examples of linear transportation projects.  | Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Does not authorize storage buildings, parking lots, train stations, aircraft hangars, or other non-linear transportation features.  |
| <b>NWP 15</b> – U.S. Coast Guard Approved Bridges                 | 404                 | none  | PCN not required   | no                    | navigable waters of the U.S.   | none  | Causeways and approach fills for bridges are not authorized by this NWP; those activities require separate section 404 authorization. Bridge structures can be authorized by Section 9 of the Rivers and Harbors Act or other applicable laws.  |
| <b>NWP 16</b> – Return Water From Upland Contained Disposal Areas | 404                 | none  | PCN not required   | no                    | all waters of the U.S.   | none  | Water quality issues addressed through Clean Water Act section 401 certification process  |
| <b>NWP 17</b> – Hydropower Projects                               | 404                 | none  | all activities   | yes                   | all waters of the U.S., except navigable (i.e., section 10) waters               | Increased total generating capacity from 5,000 kW to 10,000 kW.   | Applies to activities licensed by the Federal Energy Regulatory Commission or activities exempt from licensing requirements.  |
| <b>NWP 18</b> – Minor Discharges                                  | 10/404              | <ul style="list-style-type: none"> <li>25 cubic yards discharged below plane of OHWM/HTL</li> <li>1/10 acre of waters of the U.S.</li> </ul>  | <ul style="list-style-type: none"> <li>&gt;10 cubic yards discharged below plane of OHWM/HTL</li> <li>discharges into special aquatic sites</li> </ul>   | yes, if PCN required  | all waters of the U.S.   | none  | Does not authorize discharges for stream diversions.  |



| Nationwide Permit  | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters  | Changes  | Other Information   |
|--|---------------------|---|--|-----------------------|--|--|---|
| <b>NWP 19</b> – Minor Dredging   | 10/404              | 25 cubic yards below plane of OHWM/ MHW   | PCN not required   | no                    | navigable waters of the U.S.   | none   | Does not authorize dredging or degradation through siltation of coral reefs, submerged aquatic vegetation beds, anadromous fish spawning areas, or wetlands. Does not authorize the connection of canals to navigable waters.   |
| <b>NWP 20</b> – Response Operations for Oil or Hazardous Substances    | 10/404              | none  | PCN not required   | no                    | all waters of the U.S.   | none   | Authorizes activities subject to the National Oil and Hazardous Substances Pollution Contingency Plan. Authorizes activities required for cleanup of oil releases in waters of the U.S. Authorizes use of temporary structures and fills for spill response training exercises. |
| <b>NWP 21</b> – Surface Coal Mining Activities                         | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> <li>No valley fills</li> </ul> | All activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Remove reference to integrated permit processing procedures. Remove requirement for written verification. | Activities must be authorized, or currently being processed by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.   |
| <b>NWP 22</b> – Removal of Vessels                                     | 10/404              | none  | <ul style="list-style-type: none"> <li>if vessel listed or eligible for National Register of Historic Places</li> <li>activities in special aquatic sites</li> </ul> | yes, if PCN required  | all waters of the U.S.   | Note 1 revised to clarify EPA requirements for intentional ocean disposal of vessels under the Marine, Protection, Research and Sanctuaries Act.   | Does not authorize maintenance dredging, shoal removal, or river bank snagging. Disposal of removed vessel in waters of the U.S. may require separate authorizations from EPA and Corps.  |
| <b>NWP 23</b> – Approved Categorical Exclusions                        | 10/404              | none  | PCN not required, except for certain activities identified in RGL 05-07  | yes, if PCN required  | all waters of the U.S.   | none   | Categorical exclusions must be approved by the Office of the Chief of Engineers. See RGL 05-07 for list of agencies and their activities that are currently eligible for NWP 23.  |
| <b>NWP 24</b> – Indian Tribe or State Administered Section 404 Program | 10                  | none  | PCN not required   | no                    | navigable waters of the U.S.   | Added Florida to list of states that have been approved to administer the Section 404 permit program.  | Does not authorize activities in navigable waters that require only a section 10 permit.  |
| <b>NWP 25</b> – Structural Discharges                                  | 404                 | none  | PCN not required   | no                    | waters of the U.S.   | none   | Structure may require a section 10 permit if located in navigable waters of the U.S. Does not authorize structures that support buildings or similar structures.  |

| Nationwide Permit  | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters  | Changes   | Other Information  |
|--|---------------------|---|--|-----------------------|--|---|--|
| <b>NWP 27</b> – Aquatic Habitat Restoration, Enhancement, and Establishment Activities | 10/404              | none  | all activities, except for those that require reporting (e.g., activities under a binding agreement between the landowner and an agency) | yes, if PCN required  | all waters of the U.S.   | Added “releasing sediment from reservoirs to restore or sustain downstream habitat” and “coral restoration or relocation” to the list of examples of activities authorized by this NWP. No PCN required for activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies. | Does not authorize stream channelization. Does not authorize relocation or conversion of tidal waters. Does not authorize conversion of natural wetlands or streams, except for relocation activities. Compensatory mitigation is not required for NWP 27 activities.                                    |
| <b>NWP 28</b> – Modifications of Existing Marinas                                      | 10                  | activities limited to authorized marina area  | PCN not required   | no                    | navigable waters of the U.S.   | none  | Does not authorize dredging, additional slips, dock spaces, or expansion in waters of the U.S.   |
| <b>NWP 29</b> – Residential Developments   | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | all activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.  | For residential subdivisions, the aggregate total loss of waters of the U.S. cannot exceed 1/2-acre.   |
| <b>NWP 30</b> – Moist Soil Management for Wildlife                                     | 404                 | none  | PCN not required   | no                    | non-tidal waters of the U.S.   | none  | Authorizes only on-going activities. Does not authorize construction of new dikes, roads, water control structures, etc. Does not authorize conversion of wetlands to uplands. Does not authorize impoundments. Does not authorize activities that result in net loss of aquatic functions and services. |
| <b>NWP 31</b> – Maintenance of Existing Flood Control Facilities                       | 10/404              | maintenance baseline approved by district engineer  | all activities   | yes                   | all waters of the U.S.   | none  | PCN must indicate location of sites for disposal of dredged or excavated material and baseline information. Authorizes the removal of vegetation from levees associated with a flood control project, if Corps permits are required for those activities.  |
| <b>NWP 32</b> – Completed Enforcement Actions  | 10/404              | <ul style="list-style-type: none"> <li>5 acres of non-tidal waters</li> <li>1 acre of tidal waters</li> <li>also see text of NWP</li> </ul> | PCN not required   | no                    | all waters of the U.S.   | none  |  |
| <b>NWP 33</b> – Temporary Construction, Access, and Dewatering                         | 10/404              | none  | all activities in navigable (i.e., section 10) waters  | yes                   | all waters of the U.S.   | none  | Associated primary activity must be authorized by Corps or U.S. Coast Guard, or be exempt from permit requirements. PCN must include restoration plan.   |

| Nationwide Permit  | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters  | Changes  | Other Information   |
|--|---------------------|---|--|-----------------------|--|--|---|
| <b>NWP 34</b> – Cranberry Production Activities                    | 404                 | 10 acres, but activity cannot result in net loss of wetland acreage   | all activities   | yes                   | section 404 waters only  | none   | Does not authorize discharges in waters of the U.S. for attendant features, such as warehouses, processing facilities, or parking areas.  |
| <b>NWP 35</b> – Maintenance Dredging of Existing Basins            | 10                  | dredging to previously authorized depths or controlling depths, whichever are less  | PCN not required   | no                    | navigable waters of the U.S.   | none   |   |
| <b>NWP 36</b> – Boat Ramps   | 10/404              | <ul style="list-style-type: none"> <li>50 cubic yards, unless waived by DE</li> <li>20 foot width, unless waived by DE</li> </ul> | <ul style="list-style-type: none"> <li>&gt;50 cubic yards</li> <li>&gt;20 feet wide</li> </ul> | yes, if PCN required  | all waters of the U.S., except special aquatic sites                             | Added “repair” and “replacement” of boat ramps.                                      | Section 10 permit required if dredging navigable water is necessary for access to boat ramp. No placement of material in special aquatic sites.   |
| <b>NWP 37</b> – Emergency Watershed Protection and Rehabilitation  | 10/404              | none  | all activities   | yes                   | all waters of the U.S.   | none   | Prospective permittee should wait 45 calendar days before proceeding with the activity if the DE has not yet issued a verification letter, but may proceed immediately if there is an unacceptable hazard to life or significant loss of property or economic hardship will occur.                                  |
| <b>NWP 38</b> – Cleanup of Hazardous and Toxic Waste               | 10/404              | none  | all activities   | yes                   | all waters of the U.S.   | none   | Does not authorize the establishment of new disposal sites or the expansion of existing disposal sites.   |
| <b>NWP 39</b> – Commercial and Institutional Developments          | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | all activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. | Does not authorize construction of new golf courses or new ski areas. Authorizes the construction of oil or gas wells. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse. |
| <b>NWP 40</b> – Agricultural Activities                            | 404                 | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | all activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. | NWP can be used for agricultural activities, regardless of whether applicant is USDA participant. Does not authorize aquaculture ponds.   |
| <b>NWP 41</b> – Reshaping Existing Drainage and Irrigation Ditches | 404                 | none  | PCN not required   | no                    | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Added irrigation ditches.  | Reshaping drainage ditch cannot increase capacity of ditch or drain additional waters of the U.S. Does not authorize relocation of drainage ditches constructed in waters of the U.S.   |
| <b>NWP 42</b> – Recreational Facilities                            | 404                 | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | all activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. | Authorizes variety of recreational facilities, except for hotels, restaurants, racetracks, stadiums, arenas, or similar facilities (these may be authorized by NWP 39).   |

| Nationwide Permit  | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters   | Changes  | Other Information  |
|--|---------------------|--|--|-----------------------|---|--|--|
| <b>NWP 43</b> – Stormwater Management Facilities             | 404                 | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul> | all activities involving expansion or construction of SWM facilities                                   | yes, if PCN required  | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters                  | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.   | Does not authorize construction of new stormwater management facilities in perennial streams. Maintenance does not require PCN if limited to restoring original design capacities. Also authorizes low impact development integrated management features and pollutant reduction green infrastructure features.  |
| <b>NWP 44</b> – Mining Activities                            | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul> | all activities   | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters                  | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Limit mining in non-tidal navigable waters of the United States (i.e., section 10 waters) to 1/2-acre.  | PCN must include final reclamation plan if reclamation is required by other statutes.  |
| <b>NWP 45</b> – Repair of Uplands Damaged by Discrete Events | 10/404              | Restore uplands to pre-event ordinary high water mark      | all activities   | yes                   | all waters of the U.S.  | none   | PCN must be submitted to district engineer within one year of date of damage; work must start or be under contract within two years of date of damage.   |
| <b>NWP 46</b> – Discharges in Ditches                        | 404                 | <ul style="list-style-type: none"> <li>1 acre</li> </ul>   | all activities   | yes                   | certain types of non-tidal ditches constructed in uplands and determined to be waters of the U.S. | none   | NWP does not authorize discharges into ditches constructed in streams or other waters of the U.S., or in streams that have been relocated in uplands.  |
| <b>NWP 48</b> –Commercial Shellfish Mariculture Activities   | 10/404              | none   | New and existing activities that directly affect greater than 1/2-acre of submerged aquatic vegetation | yes                   | navigable waters of the U.S.  | Changed “aquaculture” to “mariculture.” Remove the prohibition against new commercial shellfish mariculture activities directly affecting more than 1/2-acre of submerged aquatic vegetation. Remove definition of “new commercial shellfish aquaculture operation” as operating in an area where such activities have not occurred during the past 100 years. Add PCN requirement for activities directly affecting greater than 1/2-acre of submerged aquatic vegetation. Prohibit cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody. | Does not authorize nonindigenous species not previously cultivated in the waterbody, aquatic nuisance species, or attendant features such as docks or staging areas. Does not authorize the deposition of shell material back into waters of the U.S. as waste. Project area is the area in which the operator is authorized to conduct commercial shellfish mariculture activities, as identified through a lease or permit issued by an appropriate state or local government agency, a treaty, or any easement, lease, deed, contract, or other legally binding agreement that establishes an enforceable property interest for the operator. |

| Nationwide Permit   | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold   | Delineation Required? | Applicable Waters  | Changes  | Other Information  |
|---|---------------------|---|---|-----------------------|--|--|--|
| <b>NWP 49</b> – Coal Remining Activities                          | 10/404              | Limited to sites that were previously mined for coal, but new mining may be conducted in adjacent areas if the newly mined area is less than 40 percent of the area being remined plus any unmined area needed for reclamation. | all activities  | yes                   | non-tidal waters of the U.S.   | Removed reference to integrated permit processing procedures.  | Permittee must demonstrate net increase in aquatic resource functions through reclamation. Activities must be authorized by the Department of the Interior, Office of Surface Mining, or by states with approved programs under Title IV and V of the Surface Mining Control and Reclamation Act of 1977. Corps will review the SMCRA determination regarding the amount of previously unmined area necessary for the reclamation and make an independent determination of the amount needed.  |
| <b>NWP 50</b> – Underground Coal Mining Activities                | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | all activities  | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Remove requirement for written verification. Remove reference to integrated permit processing procedures. Remove Note stating that coal preparation and processing outside the mine site may be authorized by NWP 21. | Activities must be authorized by the Department of the Interior, Office of Surface Mining, or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977. If reclamation required, a copy of the plan must be submitted with PCN. Does not authorize coal preparation and processing activities outside of the mine site.  |
| <b>NWP 51</b> – Land-Based Renewable Energy Generation Facilities | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> </ul>  | <ul style="list-style-type: none"> <li>discharges that result in the loss of &gt;1/10 acre</li> </ul> | yes                   | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.   | Authorizes construction, expansion or modification of land-based renewable energy production facilities, including attendant features. If only activity requiring DA authorization is utility line, then NWP C shall be used. Utility lines transferring energy to a distribution system, regional grid, or other facility are generally considered to be separate single and complete linear projects. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse. |

| Nationwide Permit  | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold | Delineation Required? | Applicable Waters                            | Changes  | Other Information  |
|--|---------------------|--|---|-----------------------|--|--|--|
| <b>NWP 52</b> – Water-Based Renewable Energy Generation Pilot Projects | 10/404              | <ul style="list-style-type: none"> <li>1/2 acre</li> <li>No more than 10 generation units</li> <li>Floating solar panels in section 10 waters limited to 1/2-acre in size</li> </ul> | all activities                                | yes                   | all waters of the U.S. except in coral reefs | Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. | Authorizes construction, expansion, modification, or removal of water-based renewable energy generation pilot projects and their attendant features. Limited to “pilot projects.” Placement of a transmission line on bed of a navigable water of U.S. from generation unit to land-based collection facility is considered a structure under section 10 and is not considered a loss of waters of the U.S. Prohibits activities in coral reefs. Structures in anchorage areas must comply with U.S. Coast Guard requirements. Does not authorize structures in established danger zones, restricted areas, etc. Upon completion of pilot project, associated structures and/or fills must be removed unless authorized by separate DA permit. Utility lines transferring energy to a distribution system, regional grid, or other facility are generally considered to be separate and complete linear projects. An activity located on an existing, maintained Corps project requires separate approval under 33 USC 408. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse. |
| <b>NWP 53</b> – Removal of Low-Head Dams                               | 10/404              | none   | all activities                                | yes                   | all waters of the U.S.                       | Modified definition of “low-head dam.”   | Authorizes the removal of low-head dams for stream restoration and public safety. “Low-head dam” defined as a dam built to pass upstream flows over the entire width of the dam crest on a continual and uncontrolled basis. As a general rule, compensatory mitigation is not required for these activities because they result in net increases in stream ecological functions and services. NWP does not authorize regulated activities for restoration of stream in vicinity of former impoundment (these activities may be authorized by NWP 27), or bank stabilization activities (these activities may be authorized by NWP 13).  |

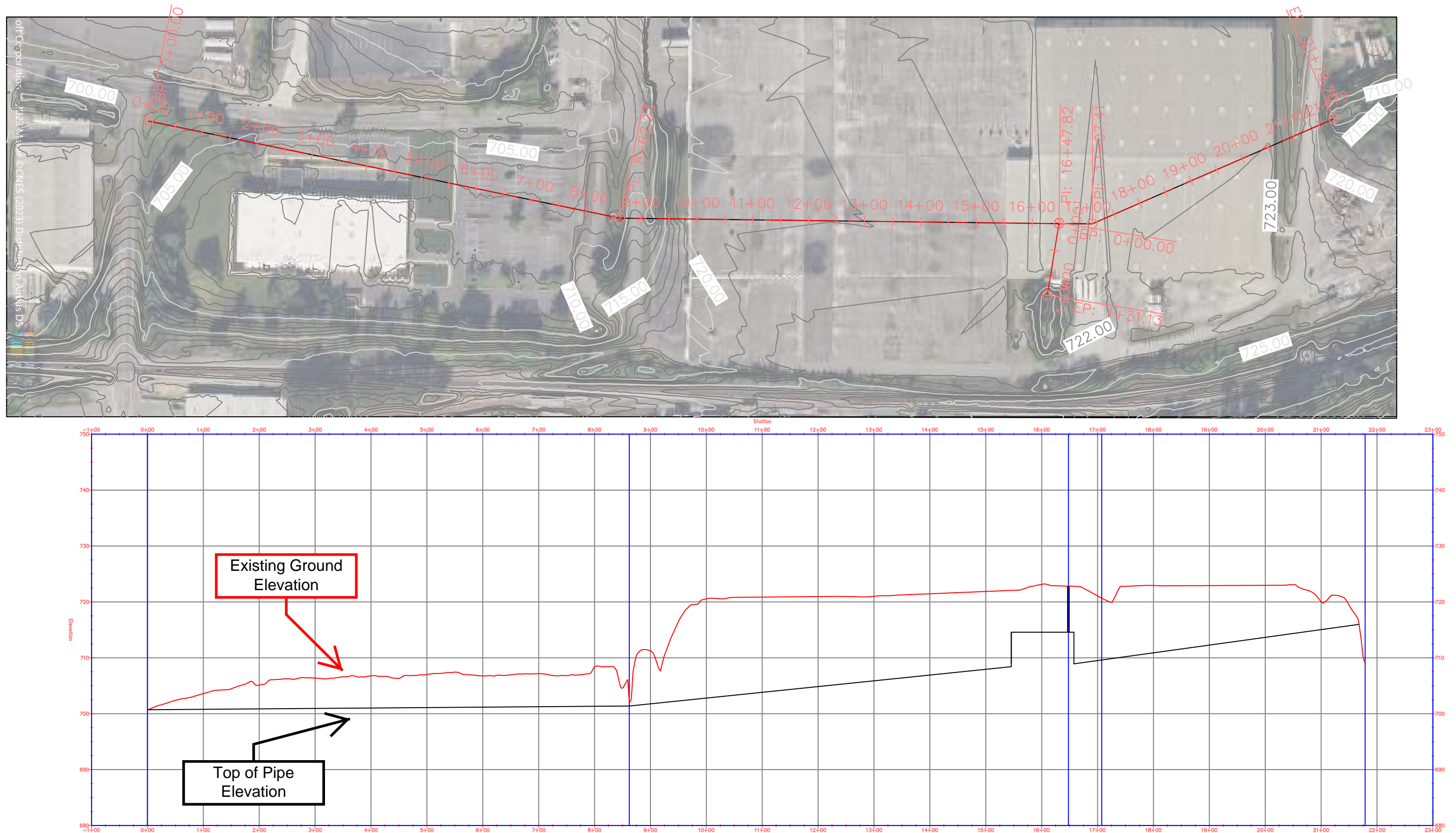
| Nationwide Permit                              | Statutory Authority | Limits  | Pre-Construction Notification (PCN) Threshold   | Delineation Required? | Applicable Waters   | Changes   | Other Information   |
|--|---------------------|---|---|-----------------------|---|---|---|
| <b>NWP 54</b> – Living Shorelines              | 10/404              | <ul style="list-style-type: none"> <li>30 feet channelward of mean low water in tidal waters or mean high water line in Great Lakes (unless waived by DE)</li> <li>500 feet along the bank (unless waived by DE)</li> </ul> | all new activities; PCN not required for repair and maintenance of existing living shorelines | yes                   | all waters of the U.S.  | Added text stating that native plants appropriate for the elevation should be used for living shorelines. | Authorizes construction and maintenance of living shorelines for shore erosion control. Living shorelines consist of natural and man-made materials. May include stone or reef structures to protect the shoreline from low to moderate energy waves. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures. Does not authorize beach nourishment or land reclamation activities. Discharges of dredged or fill material into waters of the United States, including the construction of fill structures such as sills or breakwaters, must be the minimum necessary for the establishment and maintenance of the living shoreline.      |
| <b>NWP 55</b> – Seaweed Mariculture Activities | 10                  | none  | all activities  | yes                   | navigable waters of the U.S., including federal waters on the outer continental shelf | new NWP   | Prohibits the cultivation of an aquatic nuisance species as defined in the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 or the cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody. Structures in an anchorage area established by the U.S. Coast Guard must comply with the requirements in 33 CFR 322.5(l)(2). Structures may not be placed in established danger zones or restricted areas designated in 33 CFR part 334, Federal navigation channels, shipping safety fairways or traffic separation schemes established by the U.S. Coast Guard (see 33 CFR 322.5(l)(1)), or EPA or Corps designated open water dredged material disposal areas. |

| Nationwide Permit   | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold  | Delineation Required? | Applicable Waters   | Changes | Other Information   |
|---|---------------------|--|--|-----------------------|---|---------|---|
| <b>NWP 56</b> – Finfish Mariculture Activities  | 10                  | none   | all activities   | yes                   | navigable waters of the U.S., including federal waters on the outer continental shelf | new NWP | Prohibits the cultivation of an aquatic nuisance species as defined in the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 or the cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody. Structures in an anchorage area established by the U.S. Coast Guard must comply with the requirements in 33 CFR 322.5(l)(2). Structures may not be placed in established danger zones or restricted areas designated in 33 CFR part 334, Federal navigation channels, shipping safety fairways or traffic separation schemes established by the U.S. Coast Guard (see 33 CFR 322.5(l)(1)), or EPA or Corps designated open water dredged material disposal areas. |
| <b>NWP 57</b> – Electric Utility Line and Telecommunications Activities                             | 10/404              | <ul style="list-style-type: none"> <li>1/2-acre</li> </ul> | <ul style="list-style-type: none"> <li>a section 10 permit is required</li> <li>discharges that result in the loss of &gt;1/10 acre</li> </ul> | yes, if PCN required  | all waters of the U.S.  | new NWP | Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.   |
| electric utility lines and telecommunications lines   |                     |  |  |                       | all waters of the U.S., including navigable waters                                    |         | Must restore area to pre-construction contours.   |
| electric utility line and telecommunications substations  |                     |  |  |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters      |         |   |
| foundations for overhead electric utility line or telecommunication line towers, poles, and anchors |                     |  |  |                       | all waters of the U.S.  |         |   |
| access roads  |                     |  |  |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters      |         | Access roads must be constructed to minimize adverse effects to waters of the U.S.  |
| <b>NWP 58</b> – Utility Line Activities for Water and Other Substances                              | 10/404              | <ul style="list-style-type: none"> <li>1/2-acre</li> </ul> | <ul style="list-style-type: none"> <li>a section 10 permit is required</li> <li>discharges that result in the loss of &gt;1/10 acre</li> </ul> | yes, if PCN required  | all waters of the U.S.  | new NWP | Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.   |
| utility lines   |                     |  |  |                       | all waters of the U.S., including navigable waters                                    |         | Must restore area to pre-construction contours.   |
| utility line substations  |                     |  |  |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters      |         |   |
| foundations for above-ground utility lines  |                     |  |  |                       | all waters of the U.S.  |         |   |

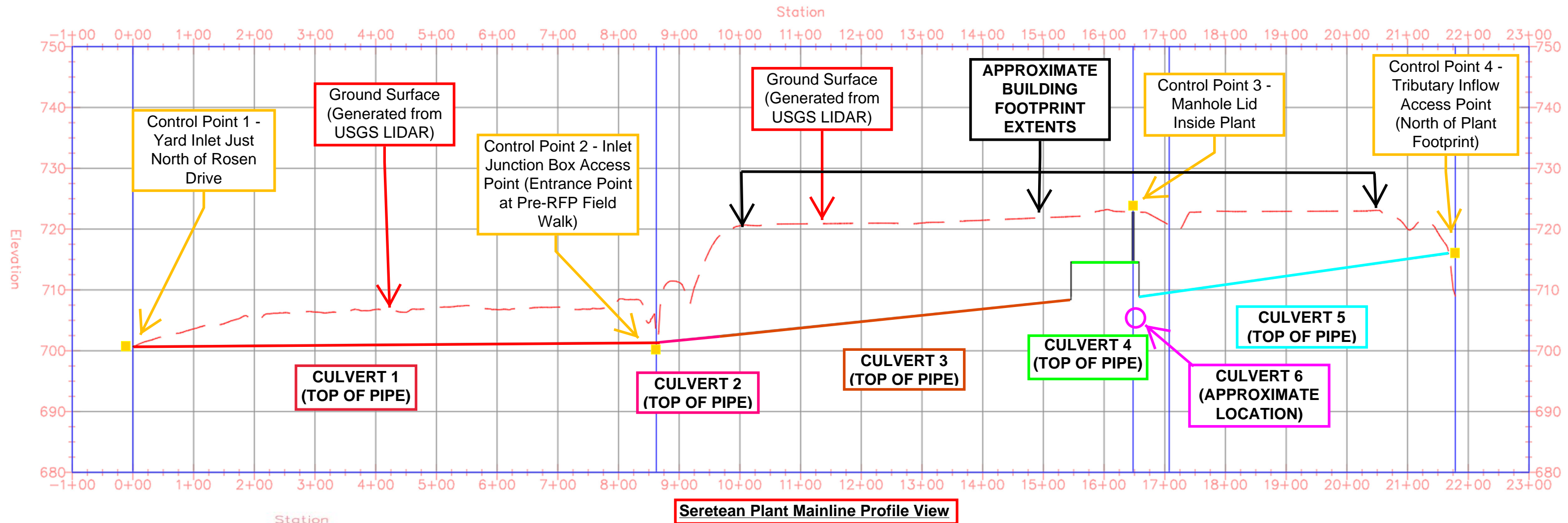


| Nationwide Permit                               | Statutory Authority | Limits   | Pre-Construction Notification (PCN) Threshold | Delineation Required? | Applicable Waters  | Changes | Other Information  |
|---|---------------------|----------|---|-----------------------|--|---------|--|
| access roads                                    |                     |          |   |                       | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters |         | Access roads must be constructed to minimize adverse effects to waters of the U.S. |
| NWP 59 – Water Reclamation and Reuse Facilities | 404                 | 1/2-acre | all activities                                | Y                     | non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters | new NWP |  |

**Seretean Plant Mainline Profile View (PAGE 1)**  
**Please Refer to the Next Page for a Detailed Description of the Profile View Provided**



## SERETEAN PLANT CONCRETE PIPE LINING PROJECT PROFILE VIEW (PAGE 2)

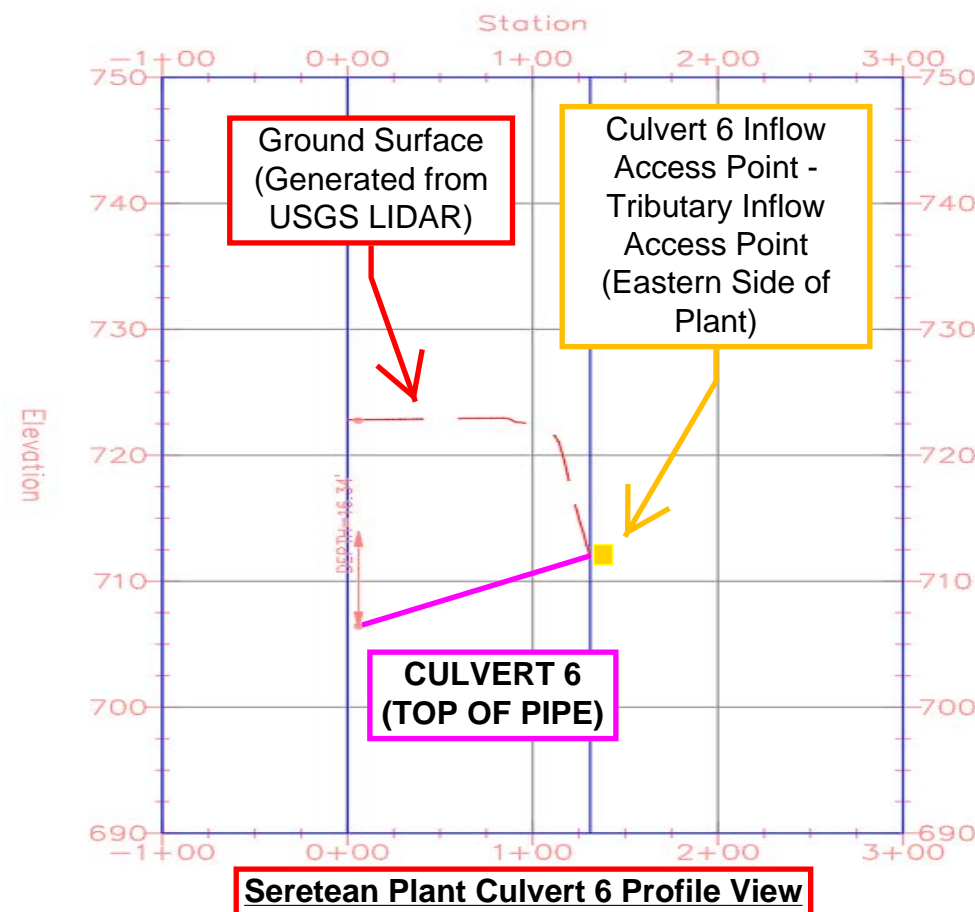


### Control Point (CP) Depths To Top of Culvert

- **CP1:** 0'-0" (Corrugations Exposed)
- **CP2:** 1'-0" (CIP Inlet Thickness)
- **CP3:** 8'-2" (Finished Floor Elevation To Top of Culvert)
- **CP4:** 5'-0" (From Edge of Pavement)  
1'-3" (From Top of Headwall)
- **CP6:** 16'-4" (Estimated From CP3 to Top of Pipe At Connection)

### Profile View General Notes

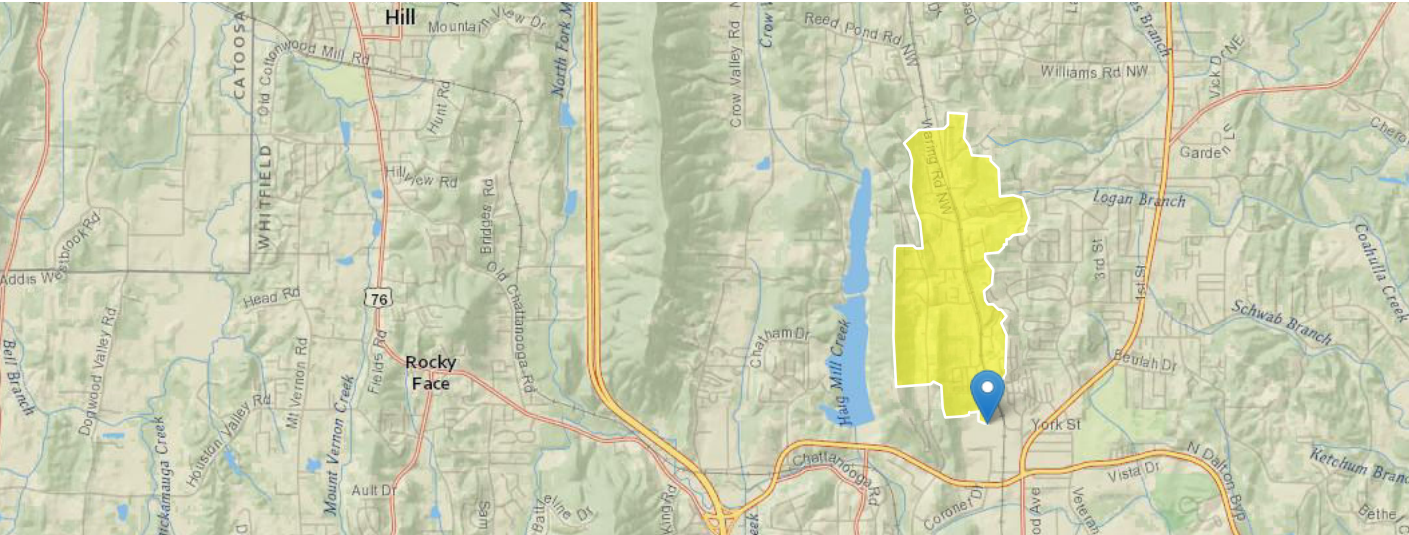
- Profile views provided have been generated to project the typical depth of coverage throughout project limits. Ground surface (hatched red lines) were generated using USGS LIDAR Source OPR Surface DEMs. Control points shown mark the locations where depth of cover measurements were able to be assessed. The top of pipe for each section has been linearly projected to the measured control point locations. Please Refer to Exhibit 'A' in RFP packet and Exhibit 'B' in addenda no. 003 for additional information.





Seretean Plant - StreamStats Report

Region ID: GA  
Workspace ID: GA20230801143431398000  
Clicked Point (Latitude, Longitude): 34.80325, -84.96663  
Time: 2023-08-01 10:34:53 -0400



The following StreamStats report is the drainage basin properties to be considered for design of pumping plan(s) for the Seretean Plant Concrete Pipe Lining Project. Proposal submissions shall encompass details pertaining to design storm event selected for pumping plan.

Collapse All

➤ Basin Characteristics

| Parameter Code | Parameter Description   | Value | Unit          |
|----------------|---|-------|---------------|
| DRNAREA        | Area that drains to a point on a stream                                       | 1.41  | square miles  |
| LC06IMP        | Percentage of impervious area determined from NLCD 2006 impervious dataset    | 8.16  | percent       |
| PCTREG1        | Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley | 100   | percent       |
| PCTREG2        | Percentage of drainage area located in Region 2 - Blue Ridge                  | 0     | percent       |
| PCTREG3        | Percentage of drainage area located in Region 3 - Sandhills                   | 0     | percent       |
| PCTREG4        | Percentage of drainage area located in Region 4 - Coastal Plains              | 0     | percent       |
| PCTREG5        | Percentage of drainage area located in Region 5 - Lower Tifton Uplands        | 0     | percent       |
| PRECPRIS00     | Basin average mean annual precipitation for 1971 to 2000 from PRISM           | 55.8  | inches        |
| RRMEAN         | Relief ratio defined as (ELEV-MINBELEV)/(ELEVMAX-MINBELEV)                    | 0.293 | dimensionless |

➤ Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US GA 2023 5006]

| Parameter Code | Parameter Name           | Value | Units   | Min Limit | Max Limit |
|----------------|--------------------------|-------|---------|-----------|-----------|
| PCTREG1        | Percent Area in Region 1 | 100   | percent | 0         | 100       |
| PCTREG2        | Percent Area in Region 2 | 0     | percent | 0         | 100       |
| PCTREG3        | Percent Area in Region 3 | 0     | percent | 0         | 100       |
| PCTREG5        | Percent Area in Region 5 | 0     | percent | 0         | 100       |

| Parameter Code | Parameter Name           | Value | Units        | Min Limit | Max Limit |
|----------------|--------------------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area            | 1.41  | square miles | 0.08      | 8902      |
| PCTREG4        | Percent Area in Region 4 | 0     | percent      | 0         | 100       |

Peak-Flow Statistics Flow Report [Peak Southeast US GA 2023 5006]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

| Statistic             | Value | Unit   | PII | Plu  | ASEp |
|-----------------------|-------|--------|-----|------|------|
| 50-percent AEP flood  | 186   | ft^3/s | 102 | 339  | 36.8 |
| 20-percent AEP flood  | 331   | ft^3/s | 187 | 587  | 35.8 |
| 10-percent AEP flood  | 448   | ft^3/s | 251 | 800  | 36.3 |
| 4-percent AEP flood   | 606   | ft^3/s | 325 | 1130 | 38.4 |
| 2-percent AEP flood   | 748   | ft^3/s | 398 | 1410 | 39.8 |
| 1-percent AEP flood   | 888   | ft^3/s | 462 | 1710 | 41.3 |
| 0.5-percent AEP flood | 1030  | ft^3/s | 524 | 2020 | 42.8 |
| 0.2-percent AEP flood | 1220  | ft^3/s | 607 | 2450 | 44.4 |

Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., Musser, J.W., Weaver, J.C, Kolb, K.R., Veilleux, A.G., and Wagner, D.M.2023, Magnitude and frequency of floods for rural streams in Georgia, South Carolina, and North Carolina, 2017–Results: U.S. Geological Survey Scientific Investigations Report 2023-5006, 75 p. (<https://pubs.er.usgs.gov/publication/sir20235006>)

Low-Flow Statistics

Low-Flow Statistics Parameters [N Georgia low flow 2017 5001]

| Parameter Code | Parameter Name                     | Value | Units         | Min Limit | Max Limit |
|----------------|------------------------------------|-------|---------------|-----------|-----------|
| DRNAREA        | Drainage Area                      | 1.41  | square miles  | 1.67      | 576       |
| PRECPRIS00     | Mean Annual Precip PRISM 1971 2000 | 55.8  | inches        | 47.6      | 81.6      |
| RRMEAN         | Relief Ratio Mean                  | 0.293 | dimensionless | 0.146     | 0.607     |

Low-Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Low-Flow Statistics Flow Report [N Georgia low flow 2017 5001]

| Statistic              | Value | Unit   |
|------------------------|-------|--------|
| 1 Day 10 Year Low Flow | 0.113 | ft^3/s |
| 7 Day 10 Year Low Flow | 0.136 | ft^3/s |

Low-Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

Annual Flow Statistics

Annual Flow Statistics Parameters [N Georgia mean flow 2017 5001]

| Parameter Code | Parameter Name                     | Value | Units        | Min Limit | Max Limit |
|----------------|------------------------------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area                      | 1.41  | square miles | 1.67      | 576       |
| PRECPRIS00     | Mean Annual Precip PRISM 1971 2000 | 55.8  | inches       | 47.6      | 81.6      |

Annual Flow Statistics Disclaimers [N Georgia mean flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Annual Flow Statistics Flow Report [N Georgia mean flow 2017 5001]

| Statistic        | Value | Unit   |
|------------------|-------|--------|
| Mean Annual Flow | 1.99  | ft^3/s |

Annual Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Monthly Flow Statistics

Monthly Flow Statistics Parameters [N Georgia low flow 2017 5001]

| Parameter Code | Parameter Name                     | Value | Units         | Min Limit | Max Limit |
|----------------|------------------------------------|-------|---------------|-----------|-----------|
| DRNAREA        | Drainage Area                      | 1.41  | square miles  | 1.67      | 576       |
| PRECPRIS00     | Mean Annual Precip PRISM 1971 2000 | 55.8  | inches        | 47.6      | 81.6      |
| RRMEAN         | Relief Ratio Mean                  | 0.293 | dimensionless | 0.146     | 0.607     |

Monthly Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Monthly Flow Statistics Flow Report [N Georgia low flow 2017 5001]

| Statistic                  | Value | Unit   |
|----------------------------|-------|--------|
| Jan 7 Day 10 Year Low Flow | 0.717 | ft^3/s |
| Feb 7 Day 10 Year Low Flow | 0.912 | ft^3/s |
| Mar 7 Day 10 Year Low Flow | 1.07  | ft^3/s |
| Apr 7 Day 10 Year Low Flow | 0.98  | ft^3/s |
| May 7 Day 10 Year Low Flow | 0.719 | ft^3/s |
| Jun 7 Day 10 Year Low Flow | 0.494 | ft^3/s |
| Jul 7 Day 10 Year Low Flow | 0.3   | ft^3/s |
| Aug 7 Day 10 Year Low Flow | 0.183 | ft^3/s |
| Sep 7 Day 10 Year Low Flow | 0.149 | ft^3/s |
| Oct 7 Day 10 Year Low Flow | 0.205 | ft^3/s |
| Nov 7 Day 10 Year Low Flow | 0.531 | ft^3/s |
| Dec 7 Day 10 Year Low Flow | 0.575 | ft^3/s |

Monthly Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Urban Peak-Flow Statistics

Urban Peak-Flow Statistics Parameters [Region 1 Urban under 3 sqmi 2014 5030]

| Parameter Code | Parameter Name              | Value | Units        | Min Limit | Max Limit |
|----------------|-----------------------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area               | 1.41  | square miles | 0.1       | 3         |
| LC06IMP        | Percent Impervious NLCD2006 | 8.16  | percent      | 0         | 47.9      |

Urban Peak-Flow Statistics Flow Report [Region 1 Urban under 3 sqmi 2014 5030]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

| Statistic                   | Value | Unit   | PII | Plu  | ASEp |
|-----------------------------|-------|--------|-----|------|------|
| Urban 50-percent AEP flood  | 267   | ft^3/s | 145 | 493  | 31.9 |
| Urban 20-Percent AEP flood  | 438   | ft^3/s | 267 | 719  | 25.4 |
| Urban 10-percent AEP flood  | 569   | ft^3/s | 354 | 915  | 25   |
| Urban 4-percent AEP flood   | 747   | ft^3/s | 444 | 1260 | 27   |
| Urban 2-percent AEP flood   | 889   | ft^3/s | 507 | 1560 | 29.3 |
| Urban 1-percent AEP flood   | 1040  | ft^3/s | 560 | 1930 | 32.1 |
| Urban 0.5-percent AEP flood | 1200  | ft^3/s | 614 | 2350 | 35.1 |
| Urban 0.2-percent AEP flood | 1380  | ft^3/s | 673 | 2830 | 37.5 |

Urban Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C.,2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014–5030, 104 p. (<http://pubs.usgs.gov/sir/2014/5030/>)

➤ Bankfull Statistics

Bankfull Statistics Parameters [Appalachian Highlands D Bieger 2015]

| Parameter Code | Parameter Name | Value | Units        | Min Limit | Max Limit |
|----------------|----------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area  | 1.41  | square miles | 0.07722   | 940.1535  |

Bankfull Statistics Parameters [Valley and Ridge P Bieger 2015]

| Parameter Code | Parameter Name | Value | Units        | Min Limit | Max Limit  |
|----------------|----------------|-------|--------------|-----------|------------|
| DRNAREA        | Drainage Area  | 1.41  | square miles | 0.100386  | 395.999604 |

Bankfull Statistics Parameters [USA Bieger 2015]

| Parameter Code | Parameter Name | Value | Units        | Min Limit | Max Limit  |
|----------------|----------------|-------|--------------|-----------|------------|
| DRNAREA        | Drainage Area  | 1.41  | square miles | 0.07722   | 59927.7393 |

Bankfull Statistics Flow Report [Appalachian Highlands D Bieger 2015]

| Statistic                             | Value | Unit |
|---------------------------------------|-------|------|
| Bieger_D_channel_width                | 17.5  | ft   |
| Bieger_D_channel_depth                | 1.24  | ft   |
| Bieger_D_channel_cross_sectional_area | 22    | ft^2 |

Bankfull Statistics Flow Report [Valley and Ridge P Bieger 2015]

| Statistic              | Value | Unit |
|------------------------|-------|------|
| Bieger_P_channel_width | 15.8  | ft   |

| Statistic  | Value | Unit |
|--|-------|------|
| Bieger_P_channel_depth   | 1.1   | ft   |
| Bieger_P_channel_cross_sectional_area  | 18.4  | ft^2 |
| Bankfull Statistics Flow Report [USA Bieger 2015]  |       |      |
| Statistic  | Value | Unit |
| Bieger_USA_channel_width   | 14    | ft   |
| Bieger_USA_channel_depth   | 1.3   | ft   |
| Bieger_USA_channel_cross_sectional_area  | 20.6  | ft^2 |
| Bankfull Statistics Flow Report [Area-Averaged]  |       |      |
| Statistic  | Value | Unit |
| Bieger_D_channel_width   | 17.5  | ft   |
| Bieger_D_channel_depth   | 1.24  | ft   |
| Bieger_D_channel_cross_sectional_area  | 22    | ft^2 |
| Bieger_P_channel_width   | 15.8  | ft   |
| Bieger_P_channel_depth   | 1.1   | ft   |
| Bieger_P_channel_cross_sectional_area  | 18.4  | ft^2 |
| Bieger_USA_channel_width   | 14    | ft   |
| Bieger_USA_channel_depth   | 1.3   | ft   |
| Bieger_USA_channel_cross_sectional_area  | 20.6  | ft^2 |
| Bankfull Statistics Citations  |       |      |
| <b>Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G.,2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p.</b><br>( <a href="https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&amp;utm_medium=PDF&amp;utm_campaign=PDFCoverPages">https://digitalcommons.unl.edu/usdaarsfacpub/1515?</a><br><a href="https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&amp;utm_medium=PDF&amp;utm_campaign=PDFCoverPages">utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&amp;utm_medium=PDF&amp;utm_campaign=PDFCoverPages</a> ) |       |      |

➤ Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Southeast US MPF abv FallLine small 2023 5006]

| Parameter Code | Parameter Name | Value | Units        | Min Limit | Max Limit |
|----------------|----------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area  | 1.41  | square miles | 0.08      | 30        |

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 5]

| Parameter Code | Parameter Name | Value | Units        | Min Limit | Max Limit |
|----------------|----------------|-------|--------------|-----------|-----------|
| DRNAREA        | Drainage Area  | 1.41  | square miles | 0.1       | 10000     |

Maximum Probable Flood Statistics Flow Report [Southeast US MPF abv FallLine small 2023 5006]

| Statistic                     | Value | Unit   |
|-------------------------------|-------|--------|
| Maximum Flood Southeastern US | 3180  | ft^3/s |

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 5]

| Statistic                          | Value | Unit   |
|------------------------------------|-------|--------|
| Maximum Flood Crippen Bue Regional | 13700 | ft^3/s |



Maximum Probable Flood Statistics Flow Report [Area-Averaged]

| Statistic                          | Value | Unit   |
|------------------------------------|-------|--------|
| Maximum Flood Southeastern US      | 3180  | ft^3/s |
| Maximum Flood Crippen Bue Regional | 13700 | ft^3/s |

Maximum Probable Flood Statistics Citations

**Crippen, J.R. and Bue, Conrad D.1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)**  
**Feaster, T.D., Gotvald, A.J., Musser, J.W., Weaver, J.C, Kolb, K.R., Veilleux, A.G., and Wagner, D.M.2023, Magnitude and frequency of floods for rural streams in Georgia, South Carolina, and North Carolina, 2017—Results: U.S. Geological Survey Scientific Investigations Report 2023-5006, 75 p. (<https://pubs.er.usgs.gov/publication/sir20235006>)**

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Application Version: 4.16.1  
StreamStats Services Version: 1.2.22  
NSS Services Version: 2.2.1

## CONTRACT ADDENDUM

ADDENDUM NO.: 004

DATE ISSUED: AUGUST 8, 2023

BID DATE: FRIDAY, AUGUST 18, 2023

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 4" on page 17 of Request for Proposals Document.

### PROCUREMENT CLARIFICATION

1. In an effort of transparency to all interested parties, the Public Works Department is providing notification in this addendum that upon review of Addenda No. 003, the prospective proposer listed as "Puris" on the sign-in sheet from the mandatory pre-RFP meeting has requested to be listed as "Inliner Solutions, LLC" for the purposes of the proposal submission. Upon approval from the City Attorney's office, the City is allowing this request to be permitted. Given this, for the purposes of the proposal submission, please be advised that "Inliner Solutions, LLC" will be permitted to submit a proposal in-lieu of "Puris" as written on the plan holder's list within published Addenda No. 003 dated August, 4<sup>th</sup> 2023.

T. Jackson Sheppard, E.I.T  
Project Manager

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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OWNER (*Name and Address*):

CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

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

Amount: \_\_\_\_\_

Description (*Name and location*):

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT  
DALTON PROJECT NO. PW-2023-BD-160**

SURETY (*Name and Principal place of Business*):

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BOND:

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

Amount: \_\_\_\_\_

Bond Number: \_\_\_\_\_

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND  
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND  
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND  
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

Name and Title: \_\_\_\_\_

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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OWNER (*Name and Address*):

CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

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

Amount: \_\_\_\_\_

Description (*Name and location*):

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT  
DALTON PROJECT NO. PW-2023-BD-160**

SURETY (*Name and Principal place of Business*):

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BOND:

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

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor



CONSTRUCTION PERFORMANCE BOND  
(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND  
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

## CONSTRUCTION PERFORMANCE BOND

*(Continued)*

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### 12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

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

Name and Title: \_\_\_\_\_

CONTRACT

THIS AGREEMENT made this the 16 day of October, 2023,  
by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and Proshot Concrete, Inc.

a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of Florence, County of Lauderdale, and State of Alabama  
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements  
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby  
agrees to commence and complete the construction of the project entitled:

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT  
DALTON PROJECT NO. PW-2023-BD-160**

hereinafter called the "Project", for the sum of NINE-HUNDRED-EIGHTYSIX-  
THOUSAND-FOUR-HUNDRED-AND-SEVENTY Dollars (\$986,470.00) and all extra  
work in connection therewith, under the terms as stated in the Contract Documents, and  
at his (*its or their*) own proper cost and expense to furnish all materials, supplies,  
machinery, equipment, tools, superintendence, labor, insurance and other accessories  
and services necessary to complete the said project in accordance with the conditions  
and prices stated in the proposal, the General Conditions of the Contract, the speci-  
fications and contract documents therefore as prepared by the Owner and as enumerated  
in the General Conditions, all of which are made a part hereof and collectively constitute  
the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date  
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the  
project within 18 weeks of receiving "Notice to Proceed". The "Notice to Proceed" date is  
tentatively set for August 30, 2023. The Contractor further agrees to pay as liquidated  
damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter  
provided in the General Conditions under "Time of Completion and Liquidated Damages."

\*Strike out inapplicable terms.

CONTRACT  
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

Proshot Concrete, Inc.

Connie Dill  
Secretary Connie Dill

By: Anthony M. Douge SEAL

Donnie Barnes  
Witness Donnie Barnes,  
Controller

Anthony McDouge, President  
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Request for Proposals; Instructions to Proposers; Request for Proposals Packet; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

### 0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

- 0303.01 The intent of the documents is to describe all construction entailed in this

project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

- 0303.02 The Drawings provided by the City are intended to conform and agree with the Specifications proposed by Contractor; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications.

#### 0304 MATERIALS, SERVICES AND FACILITIES

- 0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.
- 0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.



### 0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

### 0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

### 0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the

maintenance of passageways, guard fences or other protective facilities.

### 0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.03 Contractor shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

### 0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his

subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### 0313 SAFETY PROVISIONS

- 0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

### 0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

### 0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or

loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

#### 0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

#### 0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to

receive orders and execute the work.

- 0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor

signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

- 0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

- 0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working



hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
  - 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
  - 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
  - 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.



0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

#### 0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

#### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated

construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- 0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed

to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his



Subcontractors to the extent of each Subcontractor's interest therein.

#### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be

cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the



work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

|                  |             |
|------------------|-------------|
| Each Occurrence: | \$3,000,000 |
| Aggregate:       | \$3,000,000 |

0334.09 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

|       |           |
|-------|-----------|
| State | Statutory |
|-------|-----------|

|         |           |
|---------|-----------|
| Federal | Statutory |
|---------|-----------|

|   |             |
|---|-------------|
| Employer's Liability – Each Accident:           | \$1,000,000 |
| Employer's Liability – Disease – Each Employee: | \$1,000,000 |
| Employer's Liability – Disease – Policy Limit:  | \$1,000,000 |

If the Contractor chooses to maintain a policy with a maximum of the state

mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

**General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment  
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

**Comprehensive Automobile Liability:**

Combined Single Limit Per Occurrence, For Any and  
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.11 Certificate Holder should read:**

**CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722**

0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0335 CONTRACT SECURITY**

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0336 ADDITIONAL OR SUBSTITUTE BOND**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

**0337 LIEN**

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

#### 0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

#### 0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

#### 0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

#### 0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization

and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris

of every nature resulting from his operations, and to put the site in a neat orderly condition;

#### 0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

#### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

#### 0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any



express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.



0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

- 0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations

without the Owner's permission.

#### 0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION .....

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled SERETAN PLANT CONCRETE PIPE LINING PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (SEAL)

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

TITLE: \_\_\_\_\_

Personally appeared before the undersigned  
who after being duly sworn, deposes and says that  
the facts stated in the above affidavit are true.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

\_\_\_\_\_ County,

## SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION CONTAINED WITHIN ALL REQUEST FOR PROPOSAL DOCUMENTS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. BY EXECUTION OF THIS CONTRACT, THE AWARDED CONTRACTOR HAS VERIFIED THAT ALL DETAILS PROVIDED BY THE CITY OF DALTON THROUGHOUT THE PROCUREMENT PROCESS UTILIZED FOR BIDDING PURPOSES ARE DEEMED TO BE ACCURATE, AND COMPLETE FOR MEANS OF SUBMITTING A PROPOSAL BID.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH ALL SERVICES PROPOSED WITHIN SEALED PROPOSAL SUBMISSION REFERRED BELOW **AS EXHIBIT A.**
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
4. CONTRACTOR SHALL BE REQUIRED TO OBTAIN WRITTEN APPROVAL BY THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO USE OF ANY LOCATIONS DESIGNATED AS MATERIAL STAGING AREAS SHOWN **ON PAGE 15 OF RFP PACKET.**
5. ALL TRAFFIC CONTROL ELEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT. PASSAGE FOR ALL VEHICULAR TRAFFIC TRAVERSING THROUGH THE PROJECT LIMITS MUST BE MAINTAINED AT ALL TIMES THROUGH THE LIFE OF THE PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES TO OBTAIN HYDRANT METER RENTALS THROUGHOUT THE LIFE OF THE PROJECT.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM ON MONDAY THROUGH SATURDAY.

WORK MAY BE PERMITTED OUTSIDE OF THE PROVIDED DATE AND TIME WINDOWS UPON WRITTEN REQUEST BY CONTRACTOR AND WRITTEN APPROVAL BY CITY. ALL REQUESTS PERTAINING TO COMPLETING WORK OUTSIDE OF THE PERMITTED WINDOWS MUST BE SUBMITTED IN WRITING TO THE PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF REQUESTED DATE AND TIME. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

9. COORDINATION OF PROJECT WITH PLANT OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH DESIGNATED LIASONS OF THE PLANT OWNERS AS REQUESTED THROUGHOUT THE LIFE OF THE PROJECT.
10. CONTRACTOR WILL BE REQUIRED TO CONSULT THE CITY ARBORIST PRIOR TO ANY DISTURBANCE THAT ENCROACHES WITHIN ANY TREE DRIP LINES, OR ANY CONCERNS REGARDING IMPACTS TO TREES AND SHRUBS THROUGHOUT THE COURSE OF CONSTRUCTION.
11. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS DEEMED NECESSARY TO COMPLETE THE SCOPE OF WORK SPECIFIED WITHIN THE AWARDED PROPOSAL.
12. IF PERMITS ARE REQUIRED TO COMPLETE ANY ELEMENTS OF THE PROJECT, CONTRACTOR SHALL BE REQUIRED TO REPORT THE ISSUANCE, AND TERMINATION OF ALL PERMITS OBTAINED TO COMPLETE ANY PORTION OF THE AWARDED PROPOSAL TO THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING ANY PERMITTED WORK FROM APPLICABLE ENTITIES WITHIN PROJECT LIMITS.
13. WORK SHALL BE PERMITTED UTILIZING THE EXTERIOR ACCESS POINT OF 'CULVERT NO. 6' SHOWN **ON PAGE 13 OF RFP PACKET** GRANTED ALL CONSTRUCTION EFFORTS DO NOT DISRUPT THE PLANT LOADING DOCKS LOCATED ADJACENT TO THIS LOCATION.
14. CONTRACTOR SHALL BE REQUIRED TO REMOVE, AND DISPOSE OF ANY RESIDUAL, OR LEFT-OVER MATERIALS ACCRUED DURING THE DEMOLITION AND CONSTRUCTION PROCESS PROPOSED IN SEALED PROPOSAL SUBMISSION.
15. CONTRACTOR SHALL CONTINUOUSLY MAKE GOOD FAITH EFFORT TO RESTORE ANY AREAS UTILIZED FOR COMPLETION OF THE PROJECT TO THE ORIGINAL CONDITIONS PRIOR TO COMMENCING ANY STAGE OF THE PROJECT.



## Seretean Plant Concrete Pipe Lining Project

### Repair Plan and Work Synopsis

#### **Repair Procedure: Shotcrete**

Proshot Concrete has been involved with pipe lining repairs for culverts, sewers, dams, and bridges using the Shotcrete Process of repair for over 30 years. While there have been numerous new products and design mixes added to the industry over the years, the actual installation processes have remained the same. By using high pressure equipment and hoses, we are able to spray apply many types of cementitious materials onto a vertical, overhead, or horizontal surface. The high-pressure application compacts the material and expels most of the entrained air molecules, leaving a very dense, water resistant and consistent finished cementitious product. This lining can be installed by either the wet or dry shotcrete process.

The 'wet process' is achieved just as the title describes, the cement, sand and stone is mixed to a desired compressive-strength either using a concrete ready-mix truck or on-the-job site rotating concrete pump. The blended mix is discharged into the hopper on the shotcrete pump and forced through the delivery hose using high pressure hydraulic pistons. Once the material reaches the end of the hose, the nozzle allows the operator to add the high-pressure air supply to project the material onto the repair area. Many different designs and volumetric mixes can be premixed and delivered in this manner.

The 'dry mix process' is very similar as it is also based on high-volume, high-pressure delivery air. This material is a mixture of sand, micro-silica, cement, and small graded aggregate and is usually supplied in 50-, 75- or 80-pound premixed and prepackaged bags. Each material has its own mix consistency and compressive strength design, which stays consistent throughout the project. The material bags are broken on the jobsite and added to the hopper of the dry rig where it is filtered and added to the high-pressure air supply. The high-pressure air delivers the dry mix through hoses to the supply nozzle, where the water is then added by using a water vaporizing ring. This enables the material to be projected onto the surface with a minimal water-to-cement ratio, creating a very dense and strong finished product.

Our engineers work hard to create the super strength mixture of flexibility, and overall reliability to both the mixture and the overall design of the repair. Many times, wire reinforcing can be added to the design to create a system very similar to a cast-in-place concrete installation. The addition of wire mesh can create shotcrete liners with a life expectancy of 50-years or more, as well as creating a "good as new" structural application. Even if the existing structure has been deemed "fully deteriorated", connecting the new wire reinforcing to the host pipe using anchors, screws or welded studs can create a monolithic structure which can resist external pressures better than the original design. This also allows for thinner repair layers in the host pipe, limiting the amount of reduction of the carrying capacity, but increasing the hydraulics of the original pipe.

### **Suggested Repair Materials and Methods**

For the pipe repairs at the Seretea Plant project, Proshot Concrete will use a combination of wet mix shotcrete and dry mix Shotcrete MS with fibers (Quikrete). In addition, 2x2x12/12 gauge galvanized welded wire reinforcing.

#### **Invert Repairs:**

In the pipes that have excessive invert damage and no concrete invert, which exists in Pipe Number 1, these pipes will be thoroughly cleaned with all the protruding corroding steel to be removed from the flow line. Proshot will 2x2x12/12 gauged wire mesh at the existing invert level. Shotcrete will be used to fill the voids during the lining process to create a keyed in monolithic liner.

#### **Crown and Full Circumference Repairs:**

All of the sections of pipe will be thoroughly cleaned with a 5,000-psi pressure washer. Proshot will use 14ga self-tapping screws to anchor the reinforcing wire mesh at 1 inch from the highs of the corrugations. The anchors will be placed on 12" centers in order to tie the old system to the new liner. A 3-inch thick shotcrete liner will be installed using 'wet shotcrete process'.

#### **Method of Bypass:**

Our internal bypass system has many years of on-site performance. Because our certified nozzle men are capable of projecting shotcrete at any location in the pipe, we incorporate an internal pipe bypass, which is secured on the wall above the flow level of the pipe. In the Seretea Plant bypass system we have calculated that an 8-inch PVC pipe with locking bel and spigot ends will handle the flow. The PVC bypass pipe will be secured on one side of the culvert wall, while the shotcrete is installed on the crown, invert, and opposite wall. The bypass pipe will then be moved to the finished wall, and the shotcrete liner completed. We generally only bypass 200 feet at a time by installing a sandbag cofferdam at each end of the work location for that day. A 4-inch hydraulic pump will be located at the upstream cofferdam and will pump the creek flows through the pipe past the downstream cofferdam. We will move this system as we progress through the pipe.

#### **Engineering evaluation and Suggested Repair:**

After visual inspection of the six culverts at the Seretea plant site, we offer the following comments and design suggestions.



#### Culvert 1: 862 LNFT x 72"-78" x 122" Corrugated Metal Pipe

This pipe is a 75" rise (Average) x 122" span corrugated elliptical metal pipe running from an open access 800 feet north to a grate covered junction box. The invert of the pipe is in very poor condition, with numerous lengths of the bottom completely gone. There are obvious scour holes at all of the lateral connections to the pipe, which will be filled during the shotcrete lining process. In our professional opinion, even though this pipe is outside of the Seretean Plant building, it is in the worst shape and will need the most extensive repair procedures. A full-circumference structural lining will be required after the invert voids are completely filled with a super strength concrete mix. There is also considerable debris at the exit end of the system, which is being caused by a gradual dip at the far end of the pipe, slowing the water flow and depositing debris. The full circumference lining will also help alleviate the slow water movement (manning's coefficient) and; therefore, reduce the debris build-up.

#### **Solution: Full Circumference Repair**

- A. Remove approximately 20 CY of debris.
- B. Repair the invert by removing the corroded invert steel and pumping a new concrete bottom.
- C. Installation of galvanized welded wire fabric using #14 self-drilling self-tapping screws.
- D. Installation of a full circumference 3-Inch-thick high-strength shotcrete liner.

#### Culvert 2: 75 LF x 60"-72" x 122" Corrugated Metal Pipe

This section of pipe is very similar in size to the other sections; however, it has been repaired using a concrete paved invert. The invert has been installed up the sides of the pipe past the normal flow line and seems to be enhancing the stability of the crown and also creating good flow with minimal debris deposits. It looks as if two bypass pipes have been installed in the invert to help with water bypass if necessary. Note, the finish of the invert could have been a little smoother.

#### **Solution: Crown Repair**

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

#### Culvert 3: 611 LF of 60"-72" x 122" Corrugated Metal Pipe

The third section of the pipe is consistent with the previous sections that have been repaired with a concrete paved invert. The invert repair rises well above the normal flowline and seems to be stabilizing the crown as designed.

#### **Solution: Crown Repair**

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

#### Culvert 4: 120 LF of 140" Diameter Corrugated Metal Pipe

It appears that this section of the system has been replaced with a new round corrugated metal pipe. No invert repair was included in the dig and replace section. There is no obvious distortion in the new pipe and the flow seems to be good in this section.

##### **Solution: Full Circumference Repair**

- A. Install 2x2x12/12-gauge welded wire fabric to the interior of the pipe at 1 inch above the corrugation highs using #14 self-drilling self-tapping screws.
- B. Install full circumference 3-inch-thick shotcrete liner to the pipe.

#### Culvert 5: 580 LNFT of 72" x 122"-128" Corrugated Metal Pipe

The fifth section of pipe is consistent with the previous sections, which have been repaired with a concrete paved invert. The invert repair rises well above the normal flowline and seems to be stabilizing the crown as designed.

##### **Solution: Crown Repair**

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

#### Culvert 6: 140 LF of 42" diameter corrugated metal pipe.

This lateral drain is in fair condition and seems to be operating as designed. Some of the joints are showing signs of infiltration.

##### **Solution: Full Circumference Liner**

- A. This system would require a full circumference 2-inch-thick liner using Quikrete's -Shotcrete MS with Fibers and applied via the dry shotcrete process.

Our pricing is based on years of experience with a variety of pipe circumstances, from new pipes to completely collapsed pipes. Our proposal is based on what we believe to be the best solution for the Seretean Plan culvert system. However, if the City or Plant would rather have the full circumference repair in the three sections of pipe that already have an invert repair, we have added an option to the base bid. If this option is selected, then the entire pipe will receive the 3-inch shotcrete liner.



## Warranty Statement

Proshot's work always includes a standard one-year manufacturer's and workmanship's warranty; however, we will gladly provide a 5-year warranty on all materials and workmanship at no charge

The warranty includes the cost of all equipment, materials, and labor to complete the necessary tasks to amend the issue. For this project we will gladly extend the warranty to 5 years.

For an extended warranty up to 10yrs, the cost is 15% of the total project. For an extended warranty up to 25yrs, the cost is 30% of the total project.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
[WWW.PROSHOTCONCRETE.COM](http://WWW.PROSHOTCONCRETE.COM)

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



**Seretean Plant Pipe Concrete Pipe Lining Project  
Dalton Project No. PW-BD160-2023**

Proshot Concrete, Inc has been in business since July 2006 specializing in shotcrete concrete repairs. We currently have yearly maintenance contracts with DeKalb County, GA, Rockdale County, GA, Florida DOT, Alabama DOT, Ohio DOT as well as numerous counties in Maryland for conducting pipe lining repairs using the shotcrete method.

Proshot Concrete, Inc implements detailed safety measures by following OSHA guidelines as well as safety requirements required by owners at all our work locations(See **Appendix K** for details). We have personnel with over 30 years of experience in our restoration process (See **Appendix H** for details).

Shotcrete has a 50-year service life. The material properties of shotcrete are shown on the data sheets supplied in **Appendix E** and Design Calculations are included in **Appendix D**.

Listed below are the advantages of Shotcrete Culvert Rehabilitation

- The smooth interior of the shotcrete lining improves flow by reducing the roughness of (Manning's) coefficient.
- No excavating or trenching
- No major disruption to traffic, business, etc.
- Repair without interfering with existing utilities
- Extremely cost efficient
- Can be used in any shape-circular, oval, arch, square, symmetrical, or asymmetrical
- Wide range of existing pipe types and diameters are possible to repair
- Environmentally friendly

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WE ARE AN EQUAL OPPORTUNITY EMPLOYER

| (Culvert 1) 72"-78" x 122" x 862 LF  |  |              |
|--------------------------------------|--|--------------|
| TASKS                                |  | WORKING DAYS |
| Cleaning and pipe preparation        |  | 3            |
| Wire Installation                    |  | 5            |
| Shotcrete installation of pipe liner |  | 20           |
| Site Clean up                        |  | 2            |
| Total Days Culvert 1                 |  | 30           |
| (Culvert 2) 60"-72" x 122" x 75 LF   |  |              |
| TASKS                                |  | WORKING DAYS |
| Cleaning and pipe preparation        |  | 1            |
| Wire Installation                    |  | 1            |
| Shotcrete installation of pipe liner |  | 2            |
| Site Clean up                        |  | 1            |
| Total Days Culvert 2                 |  | 5            |
| (Culvert 3) 60"-72" x 122" x 611 LF  |  |              |
| TASKS                                |  | WORKING DAYS |
| Cleaning and pipe preparation        |  | 2            |
| Wire Installation                    |  | 3            |
| Shotcrete installation of pipe liner |  | 10           |
| Site Clean up                        |  | 1            |
| Total Days Culvert 3                 |  | 16           |
| (Culvert 4) 140" diameter x 120 LF   |  |              |
| TASKS                                |  | WORKING DAYS |
| Cleaning and pipe preparation        |  | 2            |
| Wire Installation                    |  | 2            |
| Shotcrete installation of pipe liner |  | 3            |
| Site Clean up                        |  | 1            |
| Total Days Culvert 4                 |  | 8            |

| (Culvert 5) 72" x 122"-128" x 580 LF |  |              |  |  |
|--------------------------------------|--|--------------|--|--|
| TASKS                                |  | WORKING DAYS |  |  |
| Cleaning and pipe preparation        |  | 1            |  |  |
| Wire Installation                    |  | 3            |  |  |
| Shotcrete installation of pipe liner |  | 10           |  |  |
| Site Clean up                        |  | 1            |  |  |
| Total Days Culvert 5                 |  | 15           |  |  |
| (Culvert 6) 42" Diameter x 140 LF    |  |              |  |  |
| TASKS                                |  | WORKING DAYS |  |  |
| Cleaning and pipe preparation        |  | 1            |  |  |
| Wire Installation                    |  | 2            |  |  |
| Shotcrete installation of pipe liner |  | 5            |  |  |
| Site Clean up                        |  | 1            |  |  |
| Total Days Culvert 6                 |  | 9            |  |  |
|                                      |  |              |  |  |
| Total working days all culverts      |  | 83           |  |  |



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
LICENSE NO. UC301715

Proshot Concrete Incorporated

**James Blankenship**  
4158 Musgrove Drive  
Florence AL 35630

**Utility Contractor**

EXP DATE - 04/30/2025 Status: Active  
Issue Date: 09/15/2006

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Proshot Concrete Incorporated  
4158 Musgrove Drive  
Florence AL 35630



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
License No. UC301715

Proshot Concrete Incorporated

**James Blankenship**  
4158 Musgrove Drive  
Florence AL 35630

**Utility Contractor**

EXP DATE - 04/30/2025 Status: Active  
Issue Date: 09/15/2006



**STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
MAINTENANCE MASTER SERVICES AGREEMENT**

**RFQC# 48400-410-RoutineMaintenance  
DRAINAGE REHABILITATION, REPAIR, REPLACEMENT, & MISCELLANEOUS MAINTENANCE**

**AGREEMENT ID: 48400-410-0000043083-122**

**SECTION I     GENERAL PROVISIONS:**

**ARTICLE #101 AGREEMENT BETWEEN:**

This Maintenance Master Services Agreement (hereinafter referred to as "Agreement") is made and entered into as of \_\_\_\_\_ (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, (hereinafter referred to as "GDOT" or the "Department") located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308;

**AND**

**Proshot Concrete, Inc.  
4158 Musgrove Drive  
Florence, AL 35630**

an entity that is qualified to do business in the State of Georgia (hereinafter referred to as the "Contractor") (The Department and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Nothing contained in this Agreement shall be construed to convert the Contractor or any of its employees, agents, sub-contractors, or sub-subcontractors into a partner, employee, or agent of the Department. Nor shall either party to this Agreement have any authority to bind the other in any respect.

**WHEREAS**, the Department desired to secure a qualified maintenance contractor to provide necessary services; and

**WHEREAS**, the Department has conducted a prequalification process to identify qualified maintenance contractors, whereby the Contractor has been identified as a Qualified Maintenance Contractor for **Drainage Rehabilitation, Repair, Replacement, & Miscellaneous Maintenance Services** (hereinafter referred to as Maintenance Services); and

**WHEREAS**, the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to furnish Maintenance Services to the Department and the Department has relied on such representation; and

**WHEREAS**, the Parties hereto desire to enter into an Agreement which sets forth the nature of the Services the Contractor is qualified to provide and terms and conditions associated therewith.

**NOW, THEREFORE, THE PARTIES HERETO**, in consideration of the mutual promises made as hereinafter expressed and contained, or attached and incorporated and made a part hereof, and of the benefits to flow from one to the other, do hereby agree each with the other as follows:

**ARTICLE #102 TERM OF AGREEMENT:**

This Agreement is effective as of the date written in **ARTICLE #101** above and shall terminate five (5) years from the date written therein, unless terminated earlier under **ARTICLE #115 TERMINATION** of this Agreement. The





Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

March 1, 2023

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2PR670**

Proshot Concrete, Inc  
4158 Musgrove Drive  
Florence, AL 35631

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

**MAXIMUM CAPACITY RATING: \$72,600,000.00**

**CERTIFICATE EXPIRES: February 28, 2025**

**PRIMARY WORK CLASS/CODE: 500**

**SECONDARY WORK CLASS(ES)/CODE(S): 441, 511, 550, 660 and 668**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
DN: C=US, E=mmastronardi@dot.ga.gov,  
O=Georgia Department of Transportation,  
OU=Division of Construction - Director, CN="Marc  
Mastronardi, P.E."  
Date: 2023.03.15 09:10:54-0400

MM:TKA



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 10/16/2023

**Agenda Item:** Adoption of the Whitfield County Joint Comprehensive Plan (2024-2028) including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell

**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 attached plan draft and resolution

**A RESOLUTION  
TO ADOPT THE**

**Whitfield County Joint Comprehensive Plan (2024-2028) including the municipalities of  
Cohutta, Dalton, Tunnel Hill and Varnell**

**Whereas**, the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans; and

**Whereas**, the *Whitfield County Joint Comprehensive Plan (2024-2028) including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell* is now complete; and

**Whereas**, such **Joint Comprehensive Plan Update** is approved by the Georgia Department of Community Affairs as meeting Georgia's Minimum Planning Standards and Procedures (effective October 1, 2018); and

**Whereas**, the second and final public hearing on the draft plan was held on Monday September 18<sup>th</sup>, 2023 at the City of Dalton City Hall located at 300 W. Waugh St at 6:00pm during the regular business meeting of the City of Dalton Mayor and Council.

**Now Therefore Be It Resolved**, that the Mayor and Council of City of Dalton, Georgia hereby officially adopts the *Whitfield County Joint Comprehensive Plan (2024-2028) including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell*.

**Resolved**, this 16<sup>th</sup> day of October, 2023.

BY:

\_\_\_\_\_  
David Pennington III  
Mayor, City of Dalton

ATTEST:

\_\_\_\_\_  
Bernadette Chattam, City Clerk  
City of Dalton



# Whitfield County

## Joint Comprehensive Plan 2024-2028



## October 2023

*A Joint Comprehensive Plan Update for Whitfield County*

*Including the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell*

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# **Whitfield County**

## **Joint Comprehensive Plan 2024-2028**

*Joint Comprehensive Plan Update for  
Whitfield County Including the  
Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell*



City of Tunnel Hill



*Prepared for:*  
**Whitfield County**  
**Town of Cohutta**  
**City of Dalton**  
**City of Tunnel Hill**  
**City of Varnell**

*By:*



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# ADOPTION RESOLUTIONS

# ACKNOWLEDGEMENTS

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## TOWN OF COHUTTA

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| <b>Sheila Rose</b><br>Vice Mayor | <b>Sandy Clayborne</b><br>Council Woman | <b>Shane Kornberg</b><br>Councilman |
|                                  | <b>Pam Shinnick</b><br>Town Clerk       |                                     |

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|   |   |  |
|---|---|--|
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| <b>Jamey Middleton</b><br>Councilmember | <b>Melinda Griffin</b><br>City Clerk     | <b>Blake Griffin</b><br>City Administrator |

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| <b>Bob Roche</b><br>Councilmember   | <b>Sarah Harrison</b><br>Councilmember | <b>Richard Lowe</b><br>Councilmember |
|                                     |  | <b>Mike Brown</b><br>City Manager    |

## STEERING COMMITTEE

|   |   |  |
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## STAKEHOLDER COMMITTEE

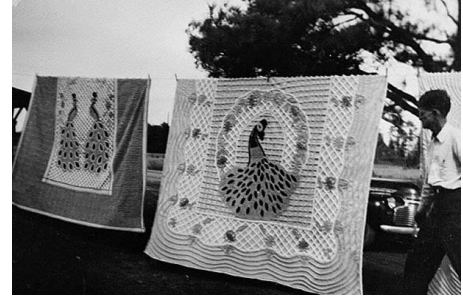
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| <b>Jonathan Bagley</b><br>Pheonix Chemical Company     |  | <b>Alisa Basaraba</b><br>North GA EMC, Vice-President  |

## NWGRC STAFF

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## INTRODUCTION

Located in the North Georgia Region and part of the Dalton Metropolitan Statistical Area, Whitfield County covers approximately 290 square miles of predominantly rural, yet increasingly suburban landscape in the foothills of the Blue Ridge Mountains. Considered the “Flooring Capital of the World” due to its well-established flooring industry, Whitfield County includes four municipalities: Cohutta, Dalton, Tunnel Hill and Varnell.



*Whitfield's history as the capital of the carpet of the world had humble beginnings in the handmade tufted bedspread industry. (Photo courtesy of the Bandy Heritage Center)*

Whitfield County and the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell have joined together in an effort to meet the challenges ahead, working together with their citizens, elected officials, professional staff, business leaders, property owners and major employers to prepare the *Whitfield County Joint Comprehensive Plan 2024-2028*.

### WHY WE PLAN

Comprehensive planning is an important management tool for promoting a strong, healthy community. A Comprehensive Plan provides a vision, clearly stated and shared by all, that describes the future of the community. It protects private property rights and also encourages and supports economic development. The plan can be used to promote orderly and rational development so that Whitfield County and the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell can remain physically attractive and economically viable while preserving important natural and historic resources.

The comprehensive plan provides the tool to become more certain about where development will occur, what it will be like, when it will happen, and how the costs of development will be met. It provides a tool for the community to achieve the development patterns it desires, such as: traditional neighborhoods, infill development, creating a sense of place, providing transportation alternatives, permitting mixed uses, protecting natural resources and accommodating economic growth.

Planning also helps the County and its municipalities invest their money wisely in infrastructure such as roads, water and sewer, schools, parks and green space, and other facilities to maintain and improve the quality of life for the residents of Whitfield County.

#### Why we plan

- Set a new standard for protecting natural and cultural resources
- Promote desired patterns of Development
- Facilitate economic development
- Accommodate a range of housing and transportation options
- Prioritize capital expenditures
- Enhance quality of life

## PURPOSE

The *Joint Comprehensive Plan* represents the community's vision, goals, policies, key needs and opportunities that the community intends to address, and an action plan highlighting the necessary tools for implementing the comprehensive plan. In addition, it outlines desired development patterns and supporting land uses with a future development map for unincorporated Whitfield County and the cities of Cohutta, Dalton, Tunnel Hill and Varnell.

The *Joint Comprehensive Plan* serves the purpose of meeting the intent of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as originally established in 1989 and most recently revised in October 2018. Preparation in accordance with these standards is an essential requirement in maintaining status as a Qualified Local Government. State law requires Whitfield County and its municipalities to update their respective comprehensive plans by October 31, 2023. For planning purposes, DCA classifies Whitfield County as an "Advanced" planning level jurisdiction.

This plan updates the *Whitfield County Comprehensive Plan 2019-2023* adopted in 2018 by the Whitfield County Board of Commissioners and the mayors and city councils of Dalton, Tunnel Hill and Varnell. Like the 2019 plan, this 2023 update will serve as the official comprehensive plan for unincorporated Whitfield County and the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell.

## SCOPE

The *Joint Comprehensive Plan* provides a fine-tuned list of needs and opportunities, future development maps with character areas, narratives on housing and transportation. The plan also contains an implementation program listing strategic capital projects aimed at addressing the community's, previously mentioned, needs and opportunities. For the future development maps, the Land Use narrative presents strategies for implementation of each character area depicted. The Housing narrative highlights the findings from the *Believe Greater Dalton Housing Strategy (2023)*. A Transportation narrative is included which summarizes the Transportation Implementation Program prepared by the Dalton-Whitfield Metropolitan Planning Organization (MPO). The implementation program includes the Community Work Program (CWP) and policy statements intended to guide the County and its municipalities.



*Historic Praters Mill located in northern Whitfield County*



*The need for workforce housing was consistently ranked highest throughout the stages of the Comprehensive Planning process including both stakeholders and the public survey. (Photo Courtesy of Believe Greater Dalton)*

## COMMUNITY PARTICIPATION AND INVOLVEMENT

Creating a functional Comprehensive Plan begins with defining a common vision for the future development of the Community. A Community Vision is the overall image of what the community wants to be and how it wants to look at some point in the future. It is the starting point for creating a plan and actions to implement the plan. A successful visioning process requires meaningful participation from a wide range of community stakeholders. Whitfield County residents, property owners, business owners, and other stakeholders contributed to the production of this *Joint Comprehensive Plan*. Due to the participation involved in developing the plan, the *Comprehensive Plan* should generate local pride and enthusiasm about the future of Whitfield County and thereby encourage citizens to remain engaged in the development process and ensure that the county and each municipality implement the plan.



*Dalton's Grateful event in 2019 where hundreds come together to share food and fellowship in the city's historic downtown*

## COMMUNITY VISION SURVEY

The stakeholder committee and NWGRC staff determined that a community vision survey would be an effective strategy in gathering input from the general public. NWGRC staff worked with the stakeholder committee to compile a comprehensive survey based on the initial SWOT analysis findings. The Northwest Georgia Regional Commission Survey entitled *Whitfield County Community Vision Survey* was uploaded on June 1, 2023, and the survey remained open until it was closed on July 1, 2023. The total number of responses were 1,167 with an 83.4% completion rate (meaning that some surveys were completed with unanswered questions). The survey was translated into English and Spanish versions along with all other notifications. Alchemer was utilized as the survey software provider. The survey was designed to be smartphone and tablet friendly, and the NWGRC website served as the host for the period the survey remained active. With the utilization of the NWGRC website, a direct URL was created ([www.nwgrc.org/whitfieldplan](http://www.nwgrc.org/whitfieldplan)) to the online survey to make it easily accessible for individuals that discovered the survey via flyer or newspaper articles. A QR code was created as well in order to provide convenient access to the survey. The survey was shared numerous ways that ranged from email blasts to city/county governments, school system, Chamber of Commerce, libraries, and other local organizations. Other digital outreach occurred including website links and social media posts throughout the period the survey remained active. Survey flyers were also posted in city and county buildings. Paper copies were made available to the senior center, libraries, and Latin American Association. All paper surveys were manually entered by NWGRC staff into the digital system in order to ensure all surveys were included in the results (see Appendix A). Once the survey results were compiled, they were presented to the stakeholder committee in order to ensure the priorities identified by the steering committee aligned with the general public.





## PUBLIC HEARINGS

The initial public hearing was held at the Whitfield County Courthouse in the City of Dalton on December 19, 2022 as part of the Board of Commissioner's regular business meeting.

The final public hearing was held at Dalton City Hall on September 18, 2023 as part of the Mayor and Council's regular business meeting.

The public hearings were well-attended, and ads were published in the Daily Citizen newspaper to inform Whitfield County citizens about the *Comprehensive Plan* and how to be involved in the process.



*The 2023 class of Leadership Dalton-Whitfield participated in a SWOT Analysis exercise in January 2023*

## COLABORATIVE PLANNING

Prior to the official process of the *Comprehensive Plan* update a heavy interest in strategic planning had emerged throughout the community. This sudden interest seemed to arise in the wake of the recent recession that profoundly injured Whitfield's legendary local economy. Since the initial impacts of the recession, a notable recovery within this community altered the mindset of many from that of survival to that of optimism and forward thinking. After a few years of public outreach and research, the Greater Dalton Chamber of Commerce began launched a county-wide strategic plan in January 2018 dubbed *Believe Greater Dalton*. The plan was focused on improving the community in six key strategy areas of education, housing, entrepreneurship, economic development, downtown, and community pride. The goals of *Believe's* initial five-year plan were reached in 2021 and *Believe* has since updated their plan with new goals and initiatives for the next five years. Believe Greater Dalton 2.0 will focus on many of the same key strategy areas, but the 2.0 plan created two new key strategies focused on Revitalization, engagement and unity. Believe 2.0 focused heavily on community engagement with a public input survey that generated over 4,500 responses which more than doubled the previous survey's response rate.



*Figure 1Believe's 3 2 1 launch party in March 2023*

Since the initiation of *Believe Greater Dalton* in partnership with the Downtown Dalton Development Authority (DDDA), the community was awarded a Renaissance Strategic Vision and Planning Process grant (RSVP). This process delivered a downtown master plan facilitated by a skilled team of planners from the Carl Vinson Institute of Government at the University of Georgia. The initial public input phase, which consisted of an online survey with over 800 responses, 20+ focus groups, and a town hall community forum, where over 150 people attended. The Downtown Dalton Master Plan was completed in the Fall of 2018.



Whitfield County has also continued to participate with the THRIVE Regional Partnership since it began in 2012. Since 2012, THRIVE has convened diverse partners across the tri-state region to address the complexities of regional growth. Thrive Regional Partnership inspires responsible growth through conversation, connection, and collaboration in the tri-state Chattanooga region. THRIVE convenes stakeholders across the region to ensure that as growth occurs in industry, prosperity, and population, the natural character of the communities is preserved for generations to come. THRIVE's regional footprint includes 16 counties across northeast Alabama, northwest Georgia, and southeast Tennessee. Highlights from the THRIVE Partnership can be found throughout the *Comprehensive Plan*.





## HOW TO USE THIS PLAN

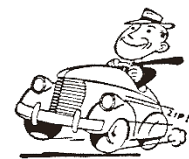
### JOINT NARRATIVES

The purpose of this plan is to implement a vision for growth and development by guiding and implementing land use and development policy in unincorporated Whitfield County and the cities of Cohutta, Dalton, Tunnel Hill and Varnell. Each jurisdiction addresses each of the elements (described below) in joint sections that focus on each element as it relates to the entire county. This slightly different format from the previous 2008 narrative was chosen in order to reduce unnecessary redundancy to create a more unified and streamlined narrative since the introduction of DCA's 2014 minimum standards.



*View of Buzzards Roost along the ridgeline facing the City of Dalton*

- **The Land Use Element** of this plan is a joint section including an alphabetical list of character areas for the five jurisdictions utilizing an FDM. The Town of Cohutta's land use element utilizes a Future Land Use Map format while all other jurisdictions utilize a Future Development Map format. Actionable projects committed to land use are found within each individual jurisdiction's Community Work Program (CWP)
- **The Transportation Element** utilizes information found within the Greater Dalton Metropolitan Planning Organization (GDMPO) combined with input from each jurisdiction to identify issues with transportation throughout the county. Actionable projects committed to transportation improvement are found within each individual jurisdiction's Community Work Program (CWP)
- **The Housing Element** identifies issues and opportunities sourced from the *Believe Greater Dalton Housing Strategy* completed in September 2023. Actionable projects committed to housing are found within each individual jurisdiction's Community Work Program (CWP)
- **Policies** are adopted to provide ongoing guidance and direction to local officials. They provide a basis for making decisions in implementing the comprehensive plan, including achieving the Vision for Future Development and appropriately addressing the Community Issues and Opportunities. Policy statements are identified for each planning element. This plan will incorporate policies into a single joint section in order to reduce unnecessary repetition.



### INDEPENDENT NARRATIVES

These portions of the plan are jurisdictionally specific and therefore require more individualized organization than the joint narratives. Unincorporated Whitfield County as well as the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell each have independent narratives for the following plan elements:

**Report of Accomplishments** The first step of plan implementation is to conduct a report of accomplishments specific to Whitfield County, Cohutta, Dalton, Tunnel Hill and Varnell. The report of accomplishments shows the results of past planning efforts. The status of each work program item can be found here. Since work programs are updated every five years, the items under consideration here are from the period from 2019-2023. The local government officials reviewed the 2019-2023 work programs for their respective governments and noted which projects had been completed. If projects were started but not completed, the “Underway” column was marked, and the estimated year of completion was noted. There is no penalty for postponing or dropping a project since this is a planning document and not a binding legal agreement. However, an explanation is required for postponed or dropped projects. For example, a project may not have been accomplished because voters rejected a ballot measure to fund it. Sometimes an item is dropped because it may have been a new initiative or new mandate several years ago, but over time it has become a routine or function of government. Items marked as underway or postponed are carried forward to the work programs in this current plan, *Whitfield County Joint Comprehensive Plan, 2024-2028*. However, projects noted as “Ongoing,” annual tasks, or policy statements will not be carried forward to the current 2024-2028 Community Work Programs.

**Community Vision/Goals** The purpose of the Community Goals element is to lay out a road map for the community’s future, developed through a very public process of involving community leaders and stakeholders in making key decisions about the future of the community. The community goals are the most important part of the plan, for they identify the community’s direction for the future, and are intended to generate local pride and enthusiasm for the future of the community, thereby leading citizens and leadership to act to ensure that the plan is implemented.

The community vision paints a picture of what Whitfield County desires to become and provides complete descriptions of the development patterns envisioned. Each jurisdiction has an independent vision statement.

**Needs and Opportunities** The methodology for generating the list of needs and opportunities was accomplished via SWOT analyses, which stands for Strengths, Weaknesses, Opportunities, and Threats, is a brainstorming exercise designed for stakeholders to reflect on their community’s needs and opportunities. The exercise was carried out by addressing the entire group of stakeholders rather than separating the group by jurisdiction. Stakeholders had been shown a presentation illustrating the current population and economic trends in order to provide each stakeholder with the basis for an informed discussion during the initial stakeholder’s meeting. The SWOT analyses were carried out at the initial joint stakeholder meeting. This discussion was broken down into seven categories, (Economic Development, Housing, Community Facilities and Services, Transportation, Natural/Cultural Resources, Land Use, and Intergovernmental Coordination). Stakeholders addressed each category with the SWOT perspective. The results were collected by the NWGRC planners, and the responses were developed into a list of needs and opportunities. The list of needs and opportunities was then presented to each jurisdiction’s staff and/or elected officials in order to determine which items could be addressed specific to each community. Some

of the more overarching viewpoints discussed during the stakeholder meetings were better addressed via policy statements and other area specific approaches within the character descriptions.

**Community Work Program** The community work programs represent a list of specific tasks that the governments are willing to attempt accomplishing. Developing the work program from needs and opportunities lists helps to lead the residents and managers from general ideas about issues to creating specific tasks to solve them. It is not a contract or binding document, since many items that go on the list are dependent on funding that has not yet been awarded or obtained. Using the possible strategies from the Needs and Opportunities, planners created work program tables. The stakeholders, managers, and other government officials reviewed these work programs. The managers and/or elected officials had final say in the content of the work programs, because they are the officials who run the government. In the tables below, incomplete projects can be found from the previous 2019-2023 work program as well as new projects for the 2024-2028 period. However, as stated previously, any items in the previous work program that would be considered a policy statement or an annual practice such as routine maintenance will not be carried forward in the current 2024-2028 work program as these items are not measurable projects with a clear beginning and end. In the first (left) column one will note the number which references the specific need or opportunity cited previously in the plan. The second column contains a brief description of the project to be carried out, followed by a timeline, an estimated cost, a funding source, and the party responsible for the project's completion.

## JOINT LAND USE ELEMENT

*A comprehensive guide for future development and redevelopment within Whitfield County and its four municipalities*

### Geography

Whitfield County includes the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell. It also consists of numerous smaller communities that are not incorporated cities but are recognized places in the County. These are addressed by geographic area:

### UNINCORPORATED WHITFIELD COUNTY

#### Northside

The northern portion of the County (north of Dalton city limits/ Dawnville Road area and east of I-75) includes agricultural and lowdensity residential uses east of SR 71/Cleveland Highway, suburban neighborhoods and commercial nodes along SR 71, and the ridges of Rocky Face and Cohutta. Northside Whitfield County includes the following communities: Beaverdale, Cedar Valley, Cohutta Ridge, Hopewell, Norton, Plainview, Pleasant Grove, Prater's Mill, Norton, Rocky Face Ridge, Toonerville and Waring.

#### Southside

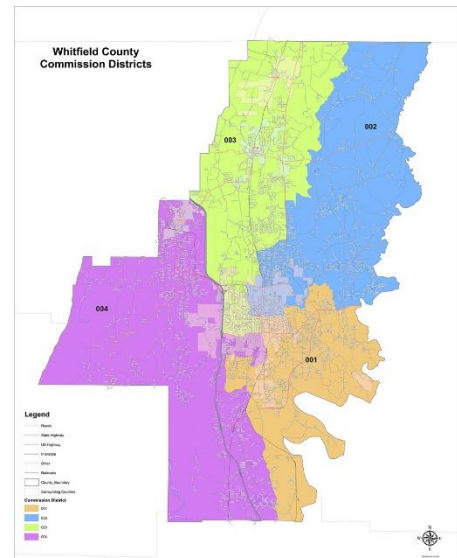
The south side of Whitfield County is located south of the City of Dalton. The area includes portions of the Chattahoochee National Forest located west of I-75, interchange areas at Carbondale and Connector 3 as well as historic rural communities located throughout the area. Southside Whitfield County includes the following communities: Carbondale, Five Springs, Nance Springs, Phelps, River Bend and Tilton.

#### Westside

The west side of the County is comprised of the areas west of I-75, including residential areas south of Tunnel Hill, the steep slopes of the Dug Gap Ridge, the Chattahoochee National Forest and the western most portion of the county, and the following communities: Dug Gap Ridge, Gordon Springs, Mill Creek, Mt. Vernon and Trickum.

#### Eastside

The eastern portion of Whitfield County includes areas east of the City of Dalton, including a segment of the Dalton Bypass, commercial development along SR 76, higher density residential areas just east of Dalton, and the Dalton Municipal Airport. Eastside Whitfield County includes the following communities: Dawnville, Cedar Ridge and Keith's Mill.



## MUNICIPALITIES

### ***Cohutta***

The town of Cohutta has existed since the 1800's but, it was not incorporated until 1969. Located in north Whitfield County, Cohutta totals approximately 3,000 acres with a population of less than 700. The town is only served by one arterial corridor SR 71 which has been a limiting factor in regard to high intensity development.



### ***Dalton***

The City of Dalton was incorporated in 1847 and is the county seat of Whitfield County. The city encompasses 19.84 square miles and has an estimated population of 33,401 according to the U.S. Census (July 2007). Dalton is served by SR 71, SR 52, U.S. 41, U.S. 76 and Interstate 75, providing access that has contributed to the city becoming a significant regional economic center.



### ***Tunnel Hill***

The City of Tunnel Hill is located west of the northernmost I-75 interchange in Whitfield County. U.S. Census figures for July 2007 estimate a population of 1,249 for the city. Tunnel Hill has a mix of residential, commercial and industrial uses inside the city limits, as well as a unique historic resource: the 1850 Western and Atlantic railroad tunnel that is listed on the National Register of Historic Places and is open to the public, alongside the Tunnel Hill Heritage Center.



### ***Varnell***

The City of Varnell was established in 1835 and has an estimated population of 1,584 based on 2007 U.S. Census figures. Located in northern Whitfield County, south of Cohutta and west of SR 71, Varnell is predominantly residential with commercial uses oriented around the traditional town center and toward SR 71. The City's commercial heritage includes the historic Prater's Mill, which is listed on the National Register of Historic Places.





## LAND USE METHODOLOGY

This land use analysis relied heavily on GIS to identify and map current conditions, with a base map of the county's watersheds and ground water recharge areas sourced from the Northwest Georgia Regional Resource Plan map prefacing the future development maps later in this section. GIS maps illustrating the existing public wastewater service areas were also a useful tool for this process and may also be found prefacing the future development maps. Development of land and provision of services via infrastructure are heavily influenced by the contour of the land which varies greatly throughout Whitfield County's mountainous terrain. Wastewater and drinking water systems optimize downslope flow; land development is less expensive on flat land, a rare commodity in Whitfield County; and central travel corridors often follow ridge lines. Arguably, the most significant challenge for Whitfield County's future, not unlike state and global challenges, is the management of its water. Access to drinking water will not be a limiting factor on the county's growth since public drinking water is available along every public road county-wide. Wastewater and stormwater infrastructure, however, can become costly for new development. Large developments will be limited to areas either currently served or nearby existing wastewater infrastructure where economically prudent connections can occur. Revitalization of blighted or underutilized areas where utilities and other infrastructure already exist is an efficient method to accommodate sustainable growth. Unmanaged development patterns can also worsen traffic and erode natural amenities highly valued among residents. As a result, the following character areas reflect strategies which leverage existing infrastructure and established neighborhoods while accommodating growth in more natural or rural expanses through moderation and character specific approaches. Whitfield County, Dalton, Tunnel Hill, and Varnell utilize a future development map while the Town of Cohutta chose a future land use map. Therefore, Cohutta's future land use element will be separate from the other jurisdictions joint narrative.



*Loft Apartments under construction within Dalton's medical district creating opportunities for workforce housing in this district which includes the Hamilton Medical Center hospital*

## USING THE FUTURE DEVELOPMENT MAP

A key component of the comprehensive planning process is the creation of a Future Development Map that reflects the vision for growth and development for the next 20 years. This vision is expressed in unique "character areas." Character area planning focuses on the way an area looks and how it functions. Tailored development strategies are applied to each area, with the goal of enhancing the existing character/function or promoting a desired character for the future. Character areas define areas that presently have unique or special characteristics that need to be preserved, have potential to evolve into unique areas or require special attention because of unique development issues. The following pages present an alphabetized list of character area narratives as well as each jurisdiction's Future Development Map for Whitfield County, Dalton, Tunnel Hill and Varnell respectively. Each character area description includes the following information:



- Development Pattern
- Primary Land Uses
- Implementation Strategies
- Quality Community Objectives

The **development pattern** describes the nature of preferred development in a character area. The description is expressed in terms of characteristics that may include:

- Appropriate building or site design
- Infrastructure required to support development
- Intensity of development
- Type and extent of connectivity between uses, including sidewalk/trail accommodations and street design
- Environmental, scenic, historic or cultural features
- Open space
- Proper land development practices
- Relationship between land uses or character areas
- Traffic mitigation measures
- Availability of, and access to, public spaces or park
- Landscape or buffer treatments
- Alternative approaches to conventional development

The **primary land use** section lists permissible land uses within each character area. This section identifies a recommended land use for each parcel in a character area.

Finally, the **implementation strategies** section identifies the measures the County can take to ensure that the development pattern described by each character area can be implemented. Typical strategies include capital projects, adoption or amendment of regulations, preparation of supplemental plans or studies, implementation of existing studies, and collaboration between entities to achieve a common goal. In addition to the three levels of description above, the **Quality Community Objectives (QCO)** analysis for each Character Area can be found on the following pages. This identifies the QCOs that will be pursued in the character area. These objectives were adopted by the Georgia Department of Community Affairs (DCA) to measure how communities preserve their unique resources while accommodating future development.

## Quality Community Objectives

In addition to the three levels of description above, the Quality Community Objectives (QCO) analysis for each Character Area can be found below. This identifies the QCOs that will be pursued in the character area. The QCOs were adopted by the Georgia Department of Community Affairs (DCA) to measure how communities preserve their unique resources while accommodating future development.

|  |   |
|--|---|
| <p><b>Regional Identity</b> – Regions should promote and preserve an “identity,” defined in terms of traditional regional architecture, common economic linkages that bind the region together, or other shared characteristics.</p>   | <p><b>Infill Development</b> – Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.</p>  |
| <p><b>Growth Preparedness</b> – Each community should identify and put in place the prerequisites for the type of growth it seeks to achieve. These may include housing and infrastructure (roads, water, sewer and telecommunications) to support new growth, appropriate training of the workforce, ordinances to direct growth as desired, or leadership capable of responding to growth opportunities.</p> | <p><b>Environmental Protection</b> – Air quality and environmentally sensitive areas should be protected from negative impacts of development. Environmentally sensitive areas deserve special protection, particularly when they are important for maintaining traditional character or quality of life of the community or region. Whenever possible, the natural terrain, drainage, and vegetation of an area should be preserved.</p> |
| <p><b>Appropriate Businesses</b> – The businesses and industries encouraged to develop or expand in a community should be suitable for the community in terms of job skills required, linkages to other economic activities in the region, impact on the resources of the area, and future prospects for expansion and creation of higher-skill job opportunities.</p>   | <p><b>Heritage Preservation</b> – The traditional character of the community should be maintained through preserving and revitalizing historic areas of the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community's character.</p>   |
| <p><b>Educational Opportunities</b> – Educational and training opportunities should be readily available in each community – to permit community residents to improve their job skills, adapt to technological advances, or to pursue entrepreneurial ambitions.</p>   | <p><b>Regional Cooperation</b> – Regional cooperation should be encouraged in setting priorities, identifying shared needs, and finding collaborative solutions, particularly where it is critical to success of a venture, such as protection of shared natural resources.</p>   |
| <p><b>Employment Options</b> – A range of job types should be provided in each community to meet the diverse needs of the local workforce.</p>   | <p><b>Transportation Alternatives</b> – Alternatives to transportation by automobile, including mass transit, bicycle routes and pedestrian facilities, should be made available in each community. Greater use of alternate transportation should be encouraged.</p>   |
| <p><b>Open Space Preservation</b> – New development should be designed to minimize the amount of land consumed, and open space should be set aside from development for use as public parks or as greenbelts/wildlife corridors.</p>   | <p><b>Housing Opportunities</b> – Quality housing and a range of housing size, cost, and density should be provided in each community, to make it possible for all who work in the community to also live in the community.</p>   |



## Whitfield County Joint Comprehensive Plan 2024-2028

|   |  |
|---|--|
| <b>Sense of Place</b> – Traditional downtown areas should be maintained as the focal point of the community or, for newer areas where this is not possible, the development of activity centers that serve as community focal points should be encouraged. These community focal points should be attractive, mixed-use, pedestrian-friendly places where people choose to gather for shopping, dining, socializing, and entertainment. | <b>Traditional Neighborhood</b> – Traditional neighborhood development patterns should be encouraged, including use of more human scale development, mixing of uses within easy walking distance of one another, and facilitating pedestrian activity. |
| <b>Regional Solutions</b> – Regional solutions to needs shared by more than one local jurisdiction are preferable to separate local approaches, particularly where this will result in greater efficiency and less cost to the taxpayer.  |  |

The following tables illustrate which QCO's are implemented within each character area for each local government.

# Whitfield County Joint Comprehensive Plan 2024-2028

## UNINCORPORATED WHITFIELD COUNTY

| Quality Community Objective | Character Areas |                    |                            |                   |                                   |                  |                       |                   |                |                     |                     |                 |                           |                          |             |            |         |
|-----------------------------|-----------------|--------------------|----------------------------|-------------------|-----------------------------------|------------------|-----------------------|-------------------|----------------|---------------------|---------------------|-----------------|---------------------------|--------------------------|-------------|------------|---------|
|                             | Preserve        | Ridge Conservation | Rural Agricultural Reserve | Rural Residential | Rural Neighborhood Revitalization | Rural Crossroads | Suburban Neighborhood | Emerging Suburban | Rural Corridor | Commercial Corridor | Transition Corridor | Bypass Corridor | Community Activity Center | Regional Activity Center | Interchange | Industrial | Airport |
| Traditional Neighborhoods   |                 |                    |                            |                   |                                   |                  |                       | X                 |                |                     |                     |                 |                           |                          |             |            |         |
| Infill Development          |                 |                    |                            |                   |                                   |                  | X                     | X                 |                | X                   | X                   |                 | X                         | X                        |             |            |         |
| Sense of Place              | X               | X                  | X                          | X                 | X                                 | X                |                       | X                 |                | X                   | X                   |                 | X                         | X                        | X           |            |         |
| Transportation Alternatives |                 |                    |                            |                   |                                   | X                |                       | X                 |                | X                   | X                   | X               | X                         | X                        | X           | X          | X       |
| Regional Identity           | X               | X                  | X                          | X                 | X                                 | X                |                       |                   |                |                     |                     |                 | X                         | X                        |             | X          |         |
| Heritage Preservation       | X               | X                  | X                          | X                 | X                                 | X                |                       |                   |                |                     |                     |                 |                           |                          |             |            |         |
| Open Space Preservation     | X               | X                  | X                          | X                 |                                   | X                |                       | X                 |                |                     |                     |                 |                           |                          |             |            |         |
| Environmental Protection    | X               | X                  |                            |                   |                                   |                  |                       | X                 |                |                     |                     |                 |                           |                          |             | X          |         |
| Growth Preparedness         | X               | X                  |                            |                   | X                                 | X                |                       | X                 |                | X                   | X                   | X               | X                         | X                        | X           | X          | X       |
| Appropriate Business        |                 |                    |                            |                   |                                   | X                |                       |                   |                | X                   | X                   | X               | X                         | X                        | X           | X          | X       |
| Employment Options          |                 |                    |                            |                   |                                   | X                |                       |                   |                | X                   |                     | X               | X                         | X                        | X           | X          | X       |
| Housing Choices             |                 |                    |                            | X                 | X                                 | X                | X                     | X                 |                | X                   |                     |                 | X                         | X                        | X           |            |         |
| Educational Opportunities   |                 |                    |                            |                   |                                   |                  |                       |                   |                |                     |                     | X               |                           | X                        | X           | X          |         |
| Regional Cooperation        | X               | X                  |                            |                   |                                   |                  |                       |                   |                |                     |                     |                 |                           |                          | X           | X          | X       |

## CITY OF DALTON

| Quality Community Objective | Character Areas |                    |                   |                                  |                       |                   |          |                     |                     |                 |                           |                          |            |                  |                      |         |
|-----------------------------|-----------------|--------------------|-------------------|----------------------------------|-----------------------|-------------------|----------|---------------------|---------------------|-----------------|---------------------------|--------------------------|------------|------------------|----------------------|---------|
|                             | Preserve        | Ridge Conservation | Town Neighborhood | Town Neighborhood Revitalization | Suburban Neighborhood | Emerging Suburban | Downtown | Commercial Corridor | Transition Corridor | Bypass Corridor | Community Activity Center | Regional Activity Center | Industrial | Medical District | Dalton State College | Airport |
| Traditional Neighborhoods   |                 |                    | X                 | X                                |                       | X                 | X        |                     |                     |                 |                           |                          |            |                  |                      |         |
| Infill Development          |                 |                    | X                 | X                                | X                     | X                 | X        | X                   | X                   |                 | X                         | X                        |            | X                | X                    |         |
| Sense of Place              | X               | X                  | X                 | X                                |                       | X                 | X        | X                   | X                   |                 | X                         | X                        |            | X                | X                    |         |
| Transportation Alternatives |                 |                    | X                 | X                                |                       | X                 | X        | X                   | X                   | X               | X                         | X                        | X          | X                | X                    | X       |
| Regional Identity           | X               | X                  | X                 | X                                |                       |                   | X        |                     |                     |                 | X                         | X                        | X          | X                | X                    |         |
| Heritage Preservation       | X               | X                  | X                 | X                                |                       |                   | X        |                     |                     |                 |                           |                          |            |                  | X                    |         |
| Open Space Preservation     | X               | X                  |                   |                                  |                       | X                 |          |                     |                     |                 |                           |                          |            | X                | X                    |         |
| Environmental Protection    | X               | X                  |                   |                                  |                       | X                 |          |                     |                     |                 |                           |                          | X          |                  |                      |         |
| Growth Preparedness         | X               | X                  |                   |                                  |                       | X                 | X        | X                   | X                   | X               | X                         | X                        | X          | X                | X                    | X       |
| Appropriate Business        |                 |                    |                   |                                  |                       |                   | X        | X                   | X                   | X               | X                         | X                        | X          | X                | X                    | X       |
| Employment Options          |                 |                    |                   |                                  |                       |                   | X        | X                   |                     | X               | X                         | X                        | X          | X                | X                    | X       |
| Housing Choices             |                 |                    | X                 | X                                | X                     | X                 | X        | X                   |                     |                 | X                         | X                        |            | X                | X                    |         |
| Educational Opportunities   |                 |                    |                   |                                  |                       |                   |          |                     |                     | X               |                           | X                        | X          | X                | X                    |         |
| Regional Cooperation        | X               | X                  |                   |                                  |                       |                   |          |                     |                     |                 |                           |                          | X          | X                | X                    | X       |

## CITY OF TUNNEL HILL

| Quality Community Objective | Character Areas |                    |                   |                       |                   |                     |                     |             |                           |
|-----------------------------|-----------------|--------------------|-------------------|-----------------------|-------------------|---------------------|---------------------|-------------|---------------------------|
|                             | Preserve        | Ridge Conservation | Town Neighborhood | Suburban Neighborhood | Emerging Suburban | Transition Corridor | Commercial Corridor | Interchange | Community Activity Center |
| Traditional Neighborhoods   |                 |                    | X                 |                       | X                 |                     |                     |             |                           |
| Infill Development          |                 |                    | X                 | X                     | X                 | X                   | X                   |             | X                         |
| Sense of Place              | X               | X                  | X                 |                       | X                 | X                   | X                   | X           | X                         |
| Transportation Alternatives |                 |                    | X                 |                       | X                 | X                   | X                   | X           | X                         |
| Regional Identity           | X               | X                  | X                 |                       |                   |                     |                     |             | X                         |
| Heritage Preservation       | X               | X                  | X                 |                       |                   |                     |                     |             |                           |
| Open Space Preservation     | X               | X                  |                   |                       | X                 |                     |                     |             |                           |
| Environmental Protection    | X               | X                  |                   |                       | X                 |                     |                     |             |                           |
| Growth Preparedness         | X               | X                  |                   |                       | X                 | X                   | X                   | X           | X                         |
| Appropriate Business        |                 |                    |                   |                       |                   | X                   | X                   | X           | X                         |
| Employment Options          |                 |                    |                   |                       |                   |                     | X                   | X           | X                         |
| Housing Choices             |                 |                    | X                 | X                     | X                 |                     | X                   | X           | X                         |
| Educational Opportunities   |                 |                    |                   |                       |                   |                     |                     |             |                           |
| Regional Cooperation        | X               | X                  |                   |                       |                   |                     |                     | X           |                           |

## CITY OF VARNELL

| Quality Community Objective | Character Areas |                    |                   |                       |                   |                     |                           |
|-----------------------------|-----------------|--------------------|-------------------|-----------------------|-------------------|---------------------|---------------------------|
|                             | Preserve        | Ridge Conservation | Town Neighborhood | Suburban Neighborhood | Emerging Suburban | Transition Corridor | Community Activity Center |
| Traditional Neighborhoods   |                 |                    | X                 |                       | X                 |                     |                           |
| Infill Development          |                 |                    | X                 | X                     | X                 | X                   | X                         |
| Sense of Place              | X               | X                  | X                 |                       | X                 | X                   | X                         |
| Transportation Alternatives |                 |                    | X                 |                       | X                 | X                   | X                         |
| Regional Identity           | X               | X                  | X                 |                       |                   |                     | X                         |
| Heritage Preservation       | X               | X                  | X                 |                       |                   |                     |                           |
| Open Space Preservation     | X               | X                  |                   |                       | X                 |                     |                           |
| Environmental Protection    | X               | X                  |                   |                       | X                 |                     |                           |
| Growth Preparedness         | X               | X                  |                   |                       | X                 | X                   | X                         |
| Appropriate Business        |                 |                    |                   |                       |                   | X                   | X                         |
| Employment Options          |                 |                    |                   |                       |                   |                     | X                         |
| Housing Choices             |                 |                    | X                 | X                     | X                 |                     | X                         |
| Educational Opportunities   |                 |                    |                   |                       |                   |                     | X                         |
| Regional Cooperation        | X               | X                  |                   |                       |                   |                     |                           |

## CHARACTER AREA DESCRIPTIONS

The Future Development Map for unincorporated Whitfield County identifies the following twenty-two character areas:

- Airport
- Bypass Corridor
- Commercial Corridor
- Community Activity Center
- Dalton State Corridor
- Downtown
- Emerging Suburban
- Industrial
- Interchange
- Medical District
- Preserve
- Regional Activity Center
- Ridge Conservation
- Rural Agricultural Reserve
- Rural Corridor
- Rural Crossroads
- Rural Neighborhood Revitalization
- Rural Residential
- Suburban Neighborhood
- Town Neighborhood
- Town Neighborhood Revitalization
- Transition Corridor

*\* The majority of parcels are located inside the Dalton city limits.*

A detailed description of the character areas listed above can be found listed alphabetically on the following pages.



*Dalton's historic freight depot*

## AIRPORT

The Airport character area is composed of those lands in the approach zones around the Dalton Municipal Airport. With the exception of the airport, the character area is currently largely undeveloped and rural with some scattered single-family residential development nearby.

### ***Development Patterns***

The development pattern should seek to:

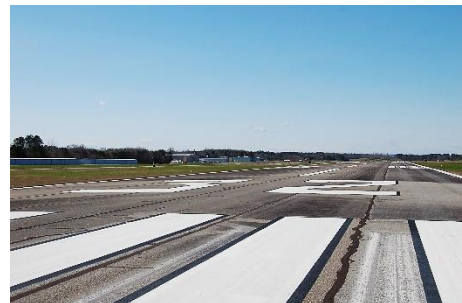
- Limit building heights to avoid conflict with airport operations
- Discourage encroachment of unsuitable land uses, including residential land uses, public gathering places (i.e., churches and schools), and any other use that may affect visibility or safe electronic instrument approaches and departures from the airport
- Discourage land uses that may present a potential conflict with future aviation operations
- Discourage encroachment of unsuitable land uses by enforcing regulations
- Promote traditional rural land uses in the surrounding areas

### ***Implementation Strategies***

- *Enforce existing height restrictions*
- *Review rezoning requests to insure compatibility with this character area.*
- *Determine and administer appropriate buffers for noise and safety to accommodate the long-range needs of the airport*
- *Evaluate need for other requirements for new development to address land use compatibility and the mitigation of any impacts that may adversely affect existing or future aviation operations or aviation-related land uses at the airport*



*Maintenance Hangar at Dalton Municipal Airport*



*Runway at Dalton Municipal Airport; Facing Northwest*

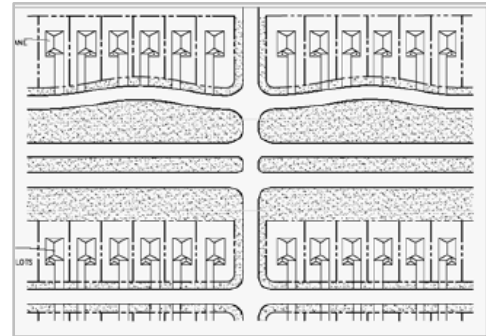


*Aerial Image of Dalton Municipal Airport*



## BYPASS CORRIDOR

The Bypass Corridor character area is land located along the Dalton Bypass. In addition to its transportation function, the Bypass is generating new development activity. This is true of the northern portion, where industrial uses are prevalent and where residential areas north of Dalton continue to expand. Development plans include a 1.2 million square foot mixed use development at Underwood Road (part of the Regional Activity Center character area), to include retail, residential (apartments and senior housing) and flex office space. The project in turn has the potential to spawn additional growth along the Bypass.

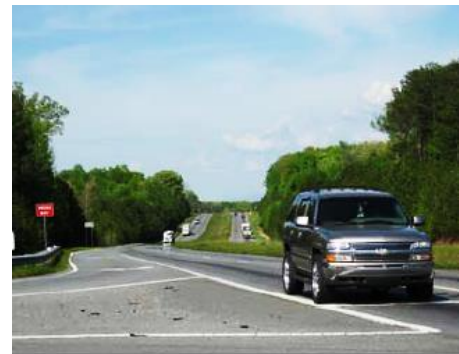


*Access Management is necessary along the Dalton Bypass to allow for development and mitigate traffic congestion*

### **Development Pattern**

The development pattern should seek to:

- Establish a connected street network for new development that links to existing streets
- Include a relatively high-density mix of commercial and retail centers, office, services, and employment to serve a regional market area
- Include a diverse mix of higher-density housing types (town homes, apartments, lofts, and condominiums) that can serve a broad range of incomes, including workforce and senior housing
- Encourage mixed use development with screened parking, landscaping, internal sidewalk and street connectivity, and quality building materials and site design
- Provide strong, walkable connections between different uses
- Connect to nearby networks of greenspace/multi-use trails/bike paths where available
- Depict clear physical boundaries and transitions between the edge of the character area and surrounding residential areas
- Incorporate landscaping of commercial sites/parking lots
- Require shared driveways and inter-parcel access
- Prohibit billboards and limit business sign height/size to minimize “visual clutter”
- Reflect coordinated transportation/land use planning
- Encourage shared parking among uses
- Discourage strip development
- Maintain traffic flow with access management measures and nodal development



*Dalton Bypass area east of Dalton's city limits*



## Primary Land Uses

- Commercial (retail and office)
- Industrial Warehousing
- Mixed use
- Higher density residential uses

## Implementation Strategies

- Prepare and incorporate into development review a “development impact matrix” to determine potential impacts of specific industries on the environment and infrastructure
- Prepare and adopt design/development standards for industrial sites
- Recruit businesses that are suitable for the Bypass Corridor character area
- Implement a Bypass Corridor Overlay District to regulate building placement, design and size, sign placement, materials, landscaping, access management, interparcel access and other elements that contribute to the look and function of the corridor
- Prepare and adopt necessary amendments to require interparcel access, limit curb cuts, and require sidewalks with new development
- Encourage creation of Tax Allocation Districts (TAD), Community Improvement Districts (CID) or Business Improvement Districts (BID) as a means for financing (including leveraging local funds to receive federal funds) planning and plan implementation improvement projects



Interrupting the unnecessary, and often dangerous, sections of median to replace with trees and grass helps reduce heat, slow traffic, and create a more attractive gateway as seen in this illustration provided by the Carl Vinson Institute of Government. This image represents a portion of Waugh Street, but the concept of green medians is recommended for all highway corridors.

## COMMERCIAL CORRIDOR

The Commercial Corridor character area includes developed land on both sides of a high-volume street or highway that is primarily made up of automobile-oriented strip commercial and office development. It is characterized by single-use, generally one-story buildings that are separated from the street and sidewalk (though they often do not have sidewalks) by parking lots with few shade trees. Commercial Corridors generally have a high degree of traffic congestion; numerous curb cuts, especially in more densely developed areas such as Dalton, minimize the transportation functionality of a corridor. Over time, the Commercial Corridors should redevelop as pedestrian-friendly mixed-use corridors. The Commercial Corridor character area in Tunnel Hill represents the City's main commercial strip along both sides of U.S. 41/Chattanooga Road from the railroad overpass to near Campbell Road.



*Commercial Corridor areas should over-time redevelop as mixed use, pedestrian-friendly communities.*

### **Development Patterns**

The development pattern should seek to:

- Preserve or increase traffic flow by consolidating driveways and encouraging interparcel access
- Cluster commercial and mixed use development at major nodes along the corridor (see also Commercial Corridor character area description)
- Provide sidewalks and a more pedestrian-friendly environment by incorporating landscaped buffers between the roadway and sidewalks and placing buildings closer to the street
- Limit signs and billboards
- Increase landscaping along the corridor, including in and along parking lots to provide shade, reduce impervious surfaces, shield parking areas, and improve the appearance of individual sites and the entire corridor
- Encourage redevelopment that permits minimal building setbacks, mixed use development, screened parking, and requires quality materials and design related to the building, the site, and signage
- Coordinate land use planning with bike, pedestrian and transit opportunities
- Better integrate stormwater treatment in site planning and design with additional site design standards
- Reflect coordinated transportation/land use planning



*Redevelopment of Commercial Corridors should strive to create the connected, mixed-use corridor (shown on the bottom) and avoid recreating the existing condition (shown on top)*

- Encourage shared parking among uses

### Development Pattern for Tunnel Hill

- Limit driveway spacing along the highway frontage. Align driveways wherever possible and require shared driveways and inter-parcel access
- Incorporate quality
- Develop and/or redevelop with a series of interconnected, pedestrian-scale mixed uses that serve the surrounding residential areas
- Residential development should reinforce the corridor's commercial center by locating higher density housing options adjacent to or along the corridor, targeted to a broad range of income levels, including multi-family town homes, apartments and condominiums, which also provides a transition between the character area and surrounding areas
- Include direct connections to the greenspace and trail networks and enhance the pedestrian-friendly environment, by adding sidewalks to streets that intersect with the corridor and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and other destinations, such as the school, post office, the Heritage Center/Tunnel Hill, parks, etc.
- Concentrate commercial development within the Commercial Corridor and avoid as much as possible stretching the corridor outside of the existing boundaries into established residential neighborhoods



Commercial Development along SR 71/Cleveland Highway in Varnel

### Primary Land Uses

- Commercial and retail uses
- Professional offices
- Mixed use development (including residential uses above ground-floor retail or office space)
- Civic/Institutional
- Passive and active parks

### Implementation Strategies

- Prepare and adopt Streetscape Master Plans for Commercial Corridor character areas to guide future enhancements
- Prepare and adopt a Mixed Use Development Overlay District to facilitate “greyfield redevelopment” and implement Commercial Corridor character area master plans
- Prepare and adopt a “Big Box” ordinance to specify design parameters, maximum square footage requirements, a plan for reuse, etc.
- Implement Commercial Corridor overlay district to regulate building placement, design and size, sign placement, materials, landscaping, access management, interparcel access and other elements that contribute to the look and function of the corridor
- Adopt mixed use ordinance in Tunnel Hill



## COMMUNITY ACTIVITY CENTER

The Community Activity Center character area typically represents locations at important intersections along major thoroughfares adjacent to Suburban Neighborhood and Emerging Suburban areas. Community Activity Centers serve the daily convenience needs of the surrounding community, generally those neighborhoods within a five-to-10-minute drive. These community focal points include a concentration of activities such as general retail, service commercial, professional office, higher-density housing, and appropriate public and open space uses easily accessible by pedestrians.

Varnell's Community Activity Center area straddles the city boundary at the intersection of SR 71/Cleveland Highway and SR 2/Prater's Mill Road and includes the Varnell Commons shopping center, which includes a grocery store, other retail outparcels. The area also includes undeveloped property.

### Development Pattern

The development pattern should seek to:

- Develop with a series of interconnected, pedestrian-scale mixed uses that serve the surrounding residential areas
- Residential development should reinforce the center through locating higher density housing options adjacent to the center, targeted to a broad range of income levels, including multi-family town homes, apartments and condominiums, which also provide a transition between the character area and surrounding areas
- Design for each center should be very pedestrian-oriented, with sidewalks between different uses
- Road edges should be clearly defined by locating buildings at roadside with parking in the rear
- Include direct connections to the greenspace and trail networks
- Enhance the pedestrian-friendly environment, by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and major destinations, such as libraries, neighborhood centers, health facilities, commercial clusters, parks, schools, etc.
- Concentrate commercial development at major roadway intersections (nodal development) to serve surrounding residential areas
- Discourage strip development



*Development should blend in with surrounding areas and are encouraged to protect existing trees, as shown by this pharmacy in the Grant Park Neighborhood of Atlanta*



*Strip commercial development currently defines the Community Activity Center area in Tunnel hill*



*Bry-Man's Plaza, an existing Community Activity Center at the intersection of Walnut Avenue and Thornton Avenue*

- Limit driveway spacing along the highway frontage, align driveways wherever possible and require shared driveways
- Provide inter-parcel access
- Incorporate landscaping of commercial sites/parking lots
- Incorporate quality signs that are scaled and placed appropriately
- Encourage shared parking among uses
- **Primary Land Uses**
  - Commercial (retail and office)
  - Multi-family residential
  - Mixed-use (including upper story residential)
  - Civic/institutional
  - Passive and active parks



*Varnell's Existing development located in the Community Activity Center is defined by the suburban-style Varnell shopping center shown above*

### Implementation Strategies

- *Prepare and adopt a "Big Box" ordinance to specify design parameters, maximum square footage requirements, a plan for reuse, etc.*
- *Implement an overlay district or amend land development regulations to direct building placement, design and size, sign placement, materials, landscaping, access and other elements that contribute to the look and function of the corridor*
- *Prepare and adopt necessary amendments to require interparcel access, limit curb cuts, and require sidewalks with new development*
- *Encourage creation of Tax Allocation Districts (TAD), Community Improvement Districts (CID) or Business Improvement Districts (BID) as a means for financing (including leveraging local funds to receive federal funds) planning and plan implementation improvement projects*
- *Adopt a Mixed Use Development Overlay District*
- *Review sign ordinance for inconsistencies with the desired development pattern and amend accordingly*
- *Follow Best Management Practices (BMP) for any land disturbance activities*



*Mixed-Use buildings provide opportunities for retail, office, and residential in the same building, as shown in this example from Seaside, Florida*

## DALTON STATE CORRIDOR

The Dalton State Corridor character area includes the college as well as College Drive. The area is noted most for the college campus, but includes ancillary college uses that are found on-site in a campus-type development or within walking distance or a short drive from the college. Examples include park and recreation facilities, dormitory or multi-family residential uses and supporting commercial. Supporting uses are intended to provide easily accessible services for college employees, students and visitors.

### **Development Patterns**

The development pattern should seek to:

- Provide for the location of institutions of higher learning allowing for the full list of ancillary uses
- Highlight the area in order to focus efforts to provide appropriate transition from adjacent uses as well as provide for opportunities for housing and services nearby
- Promote a pedestrian-scale “college community” where college uses and support services (college, apartments, restaurants, etc.) are connected by a network of sidewalks
- Reduce on-site vehicular use and off-site vehicular trips by providing a mix of compatible services for students, employees and visitors
- Depict clear physical boundaries and transitions between the edge of the character area and the surrounding residential areas
- Prohibit encroachment (including parking and light trespass) into the adjacent residential areas
- Retain open space and incorporate landscaping into site design and parking areas.
- Encourage shared parking among uses

### **Primary Land Uses**

- College/university/
- Hospitality/hotels/lodging
- Restaurants
- Retail support (drugstore, services)
- Residential development catering to college staff



*Dalton State College Campus anchors this corridor*



*Multi-Family housing options provide high-density housing opportunities near the college campus*



*Hospitality uses such as hotels and restaurants define the southern portion of this character area.*

- *Mixed use (upper floor office/residential and ground retail)*

### **Implementation Strategies**

- *Prepare an existing conditions analysis of the area sidewalks to identify substandard facilities and to prioritize repair/replacement projects*
- *Prepare a streetscape master plan designed to provide increased opportunities for walking and biking*
- *Encourage the development of additional housing opportunities for students, faculty and staff of the college*



*College Drive is lined on both sides by well-maintained sidewalks that connect the college campus to nearby commercial and office uses*



## DOWNTOWN

The Downtown character area includes Dalton's central business district and is made up of a mixture of uses such as commercial, government, religious, residential and industrial. Goals of the character area include encouraging a mix of uses to create vitality, reinforcing the area's role as a central business district and local activity center, and respecting and promoting the established development pattern of the downtown core. This character area includes the Downtown Dalton Historic District, which is regulated by a design review process and is eligible for building rehabilitation assistance under the Façade Grant Program. Downtown Dalton is supported by an active Main Street Program and Downtown Development Authority and was the focus of the City's 1999 Streetscape Master Plan, 2001 Dalton Quality Growth Resource Team Report (Georgia Department of Community Affairs), and has been a foundational focus throughout the current *Believe Greater Dalton Initiative* with the goal of creating a regional destination downtown with a live, work, play atmosphere.

### **Development Pattern**

The development pattern should seek to:

- Reinforce traditional pedestrian-scaled development patterns, including building placement, lighting, site features, sidewalk use and amenities, traffic patterns, etc.
- Retain and enhance existing building stock with appropriate maintenance and rehabilitation
- Represent a mix of uses that attract residents to the downtown and create vitality
- Serve, and connect to, surrounding neighborhoods
- Protect and encourage historic residential character along Thornton and Glenwood avenues
- Reinforce Downtown as the community focal point of Dalton
- Encourage mixed use development in buildings with underutilized upper floors and with infill opportunities (e.g. residential above ground floor retail)



*Pedestrian friendly streetscapes should be expanded throughout the downtown and downtown fringe areas*



*Downtown Dalton provides for a mix of uses including: retail shops, offices, professional services, and most recently residential*



*All new construction should contribute to the existing historic commercial character*



## Whitfield County Joint Comprehensive Plan 2024-2028

- Accommodate redevelopment and infill opportunities that respect the traditional development patterns and architectural styles
- Accommodate higher-density residential housing opportunities
- Encourage a creative, visual environment that encourages exploration and attracts patrons such as attractive, changing window displays, public art, and outdoor dining
- Maintain and enhance the area's historic character
- Clearly define road edges / streetscape with zero lot line setback for new building construction
- Promote commercial, civic and leisure functions of downtown and discourage industrial uses



*Dalton's downtown supports multi-story commercial and mixed-use buildings like the historic Hotel Dalton building as pictured above*

### Primary Land Uses

- Retail
- Office
- Mixed-use (including upper story residential)
- Multi-Family residential
- Government facilities/services
- Parks



*Improved sidewalks (as pictured above) and new mixed-use buildings are needed in to create a vibrant downtown*

### Implementation Strategies

- Update the historic district design guidelines for downtown Dalton area
- Extend streetscape improvements to reach entire Downtown character area
- Update the zoning ordinance in accordance with desired uses, including mixed-use development
- Continue efforts of Dalton DDA to market downtown, recruit a mix of businesses, and encourage redevelopment where appropriate
- Consider and implement feasible projects listed within the Carl Vinson *Downtown Dalton Master Plan 2018*
- Connect Downtown Dalton to Mt. Rachael and Haig Mill Park via the greenway previously noted within the Dalton Green Hat Plan
- Consider a bike and pedestrian plan to connect Dalton State College to the Mill Line Greenway, thus connecting the college campus to downtown



*Amenities like Burr Park and the Summer Concert Series will continue to create a sense of place in the community and anchor Downtown Dalton as a destination for visitors*

### Transforming Eye Sores to Assets



*Conceptual design courtesy of the Carl Vinson Institute of Government as part of the 2018 Downtown Dalton Revitalization Plan*

Alleyways are an important part of a downtown business's daily functions. Alleyways provide designated back-of-house areas for deliveries and loading zones, waste receptacles and grease traps, as well as public-right-way for utilities. They improve a downtown's overall connectivity, linking businesses with rear employee and patron parking lots, and providing short-cuts between destinations. They also serve as great patio and outdoor dining spaces, expanding the number of patrons a downtown business can serve in peak hours. On a beautiful day, patio seating is attractive to patrons, and businesses with outdoor seating options are in high demand. With real monetary benefit for business owners, and improved connectivity and experiences for downtown visitors, properly designed alleyways must be fully considered within a streetscape masterplan.

- Currently several businesses are seeing the benefits of alleyway use. The Dalton Little Theatre's alleyway connects its back parking lot with its front entrance. Perfect Cup Restaurant and Coffee Shop and Cherokee Brewing and Pizza Company are both utilizing their alleyways as large outdoor patio spaces. Though not a true alleyway, Crescent City Tavern has rolled with the punches of a devastating fire, transforming the adjacent former buildings into a patio large enough to provide a concert venue.
- Alleyways are key multi-function spaces for both business owners and patrons, making their appearance that much more important. These areas must be flexible enough to allow vehicular access when needed, while also being safe for pedestrian use, and well-maintained enough for outdoor dining opportunities. By unifying and beautifying waste receptacles and grease pit areas to a small portion of the alleyway, and enhancing the appearance of the building, these spaces can be used to better serve patrons and the public.
- Alleyways must also be maintained when new development comes to Dalton. The pursuit to maximize a developments square footage must be met with the realities of back-of-house services, overall downtown connectivity, and the real monetary value in outdoor dining.

## EMERGING SUBURBAN

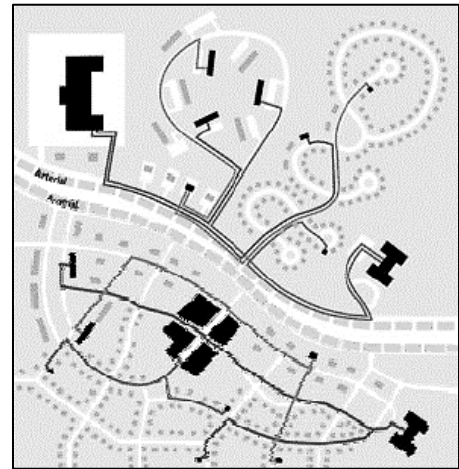
The Emerging Suburban character area covers areas primarily in the unincorporated county east of Dalton, west of I-75 around and south of Tunnel Hill, and along SR 71/Cleveland Highway that have experienced some residential growth and are positioned to accommodate more due to general land use trends in the area or to proximity to existing neighborhoods.

New development should provide pedestrian and vehicular connectivity, a range in housing types and sizes, and traffic calming measures. For the most part, non-residential uses should be accommodated in the Community Activity Center character area. Neighborhood focal points can be created within Emerging Suburban areas by locating schools or community centers at suitable locations within walking distance of residences. Small-scale, walkable mixed use neighborhood centers can create neighborhood focal points and can be accommodated with master-planned, Traditional Neighborhood Developments (TND). In addition, conservation subdivisions should be permitted as a suitable alternative to traditional low-density residential subdivisions in order to protect and maximize open space.

### Development Pattern

The development pattern should seek to:

- Protect natural and scenic resources
- Provide connected system of streets within new neighborhoods and to existing neighborhoods where possible, resulting in an expanded/alternate local street network for motorists and emergency vehicles
- Accommodate master-planned, Traditional Neighborhood Development (TND) that blends residential development with schools, parks, recreation, retail businesses and services that are linked in a compact pattern, encourages walking, and minimizes the need for auto trips within a subdivision
- Provide safe facilities for pedestrians, schools buses, and bicyclists using the road right-of-way
- Connect to a network of greenways/trails, wherever possible



*The Emerging Suburban character area seeks to encourage the connectivity depicted on the bottom of the diagram and discourage conventional suburban sprawl shown in the top of the diagram*



*Emerging Suburban Area in Westside Whitfield County*



*Undeveloped property in Tunnel Hill designated as Emerging Suburban area*



- Provide adequate open space and active and passive recreation opportunities for area residents
- Limit clearing and grading
- Permit use of conservation subdivisions with the goal of maximizing open space
- Include a variety of housing choices
- Provide sidewalks, street trees and decorative, pedestrian scale lighting
- Promote street design that fosters traffic calming such as narrower residential streets, on-street parking and street trees
- Encourage the location of schools, community centers or well-designed small-scale commercial activity centers at suitable locations within walking distance of residences
- Protect water quality with appropriate measures for soil and erosion control and groundwater recharge area protection, including Best Management Practices (BMP)

### Primary Land Uses

- Single-family residential (net density of 2 dwellings per acre)
- Parks
- Public/institutional

### Implementation Strategies

- Prepare and adopt a Traditional Neighborhood Development (TND) Ordinance
- Prepare and adopt street connectivity requirements that require a connected system of streets within new subdivisions and connections to existing subdivisions, including requiring multiple stub out streets to allow for future connectivity when adjacent properties develop
- Expand sewer service to include all Emerging Suburban, Suburban Neighborhood and Traditional Neighborhood character areas currently underserved
- Adopt a Tree Protection/Replacement Ordinance that limits clearing and grading and therefore maintains the natural tree canopy as much as possible



*Pedestrian friendly streets with sidewalks, street trees and homes with front porches are encouraged in the Emerging Suburban Area*



*Undeveloped property adjacent to SR 71/Cleveland Highway in Varnell is part of the Emerging Suburban character area*

## INDUSTRIAL

The Industrial character area includes land used in low and high intensity manufacturing, wholesale trade, distribution, assembly, processing, and similar uses that may or may not generate excessive noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, radiation, or other nuisance characteristics. Most notable in Whitfield County is the carpet industry, which traditionally has been the driving economic force in the area and continues to be a large employer. A goal of this character area is to allow opportunities to expand this base while also accommodating new businesses.

### **Development Pattern**

- The development pattern should seek to:
- Accommodate diverse, higher-intensity industrial uses and supporting commercial uses
- Prohibit residential uses
- Depict clear physical boundaries and transitions between the edge of the character area and surrounding residential or rural areas
- Provide access management measures to maintain traffic flow (e.g. shared driveways and interparcel access for similar uses on adjacent properties)
- Incorporate landscaping of parking lots
- Encourage parking lots to incorporate on-site stormwater detention or retention features, such as pervious pavements
- Provide adequate buffers
- Limit visibility of industrial operations/parking from the public right of way
- Limit extensive mass grading and clearing
- Control signage (height, size, type) to prevent “visual clutter”
- Prevent adverse impacts to natural resources and surrounding population
- Reflect a campus or unified development
- Protect air and water quality
- Address traffic impacts and circulation in site design



*New Industrial development / redevelopment should encourage development of attractive large-scale building footprints that can accommodate the needs of modern manufacturing while incorporating landscaping and attractive site design*



*Industrial Area in south Whitfield County defined by large single-story industrial and warehouse structures*



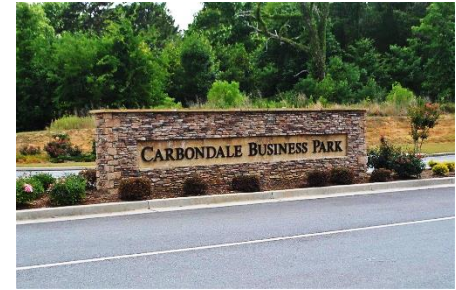
*Example of modern industrial property near I-75*

## Primary Land Uses

- Industrial
- Commercial

## Implementation Strategies

- Prepare and adopt design/development standards for industrial sites
- Prepare and incorporate into development review a “development impact matrix” to determine potential impacts of specific industries on the environment and infrastructure
- Coordinate economic development activities for recruiting research and office parks



*Entrance to the County's Industrial Park near the Carbondale Interchange*

## Roadway Widening due to Future Industrial Development

There are several roadways that may require widening when large industrial developments are constructed or existing industrial development is expanded. Some of these locations are listed below.

- Carbondale Road Widening (2 to 4 lanes) from Redwine Cove Road to I-75 Interchange
- Old Dixie Highway (2 to 4 lanes) from South Dalton Bypass to Cross Plains Boulevard
- SR 3/South Dixie Road (2 to 4 lanes) from South Dalton Bypass to Cross Plains Boulevard
- South Dalton Bypass from I-75 Interchange to SR 3/South Dixie Road – Add one eastbound lane that would become a right-turn lane drop at SR 3/South Dixie Road.
- South Dalton Bypass (4 to 6 lanes) from I-75 Interchange to SR 3/South Dixie Road including widening of interchange ramps from 1 to 2 lanes.



*Construction site of Hanwa Q Cells, A global manufacturer of solar panels, in Whitfield County's Carbondale industrial park. This company plans to create approximately 500 new jobs.*



## INTERCHANGE

The Interchange character area represents three of the five Whitfield County interchanges locations along I-75: east of Tunnel Hill and south of Dalton (Connector 3 and Carbondale exits are combined into a single Interchange area, as reflected on the Future Development Map). The interchanges are characterized by auto oriented commercial and industrial uses that cater to travelers along I-75 and the nearby industrial workforce. Access to the interstate has allowed industrial uses to flourish in some areas while also providing numerous entry points to the County. As prominent gateways to the County, attention should be paid to permitted signage, the presence of sidewalks and other site or streetscape features that can enhance or detract from the aesthetic and functional qualities of the area.

### Development Pattern

The development pattern should seek to:

- Accommodate diverse, higher-intensity industrial uses and supporting commercial uses
- Limit “interchange commercial” uses
- Depict clear physical boundaries and transitions between the edge of the character area and surrounding rural or residential areas
- Reflect a campus or unified development
- Provide access management measures such as interparcel access
- Incorporate landscaping of commercial sites/parking lots
- Discourage strip development
- Provide adequate buffers
- Limit visibility of industrial operations/parking from the public right of way
- Limit grading and clearing
- Control signage (height, size, type) to prevent “visual clutter”
- Reflect coordinated transportation/land use planning
- Protect water quality with appropriate soil erosion control and groundwater recharge protection area measures



*Interchange includes a mix of warehouse, industrial and retail uses in buildings with large, one-story footprints. The area is designed to accommodate automobile traffic, but provides few options for walking and biking*



*Interchange area near I-75 interchange is designed for future industrial and business park development*



*The Interchange area located in Tunnel Hill near the intersection of SR 201 and I-75 have developed with metal butler buildings with little design character*

## Primary Land Uses

- Industrial
- Interstate commercial (gas stations, restaurants, convenience stores)

## Implementation Strategies

- Prepare and incorporate into development review a “development impact matrix” to determine potential impacts of specific industries on the environment and infrastructure
- Continue to coordinate economic development activities for recruiting research and office parks
- Implement an Interchange Overlay district to regulate building placement, design and size, sign placement, size and materials, landscaping, access and other elements that contribute to the look and function of the interchange area
- Prepare an Access Management Plan, with recommendations that include opportunities for driveway consolidation and interparcel access
- Expand sewer service to include all Interchange areas currently underserved (e.g. west of I-75 including portions of Carbondale and Connector 3 interchange areas)



*Interchange Character Area shown above located at the I-75/Carbondale Road Interchange*



*Industrial uses are included within the Interchange character area, shown above in the southeast quadrant of the I-75/SR201 interchange area*



## MEDICAL DISTRICT

This character area represents the Hamilton Medical Center and ancillary medical center uses that are found on-site in a campus-type development or within walking distance or a short drive from the medical center. Examples include professional medical and dental offices, nursing home facilities, retail pharmacies and restaurants. Supporting uses are intended to provide easily accessible services for hospitals employees, patients and visitors. In addition, the close proximity of this character area to housing provides an opportunity for employees to live and work in the same general area. While the Medical District plays a vital role in the community, it is important to encourage building / site design features and landscape buffers to mitigate the impacts of the Medical District on adjacent residential properties. Likewise, multimodal connections to adjacent neighborhoods should be provided.

### ***Development Patterns***

The development pattern should seek to:

- Promote a pedestrian-scale “medical community” where medical uses and support services (Medical Center, restaurants, etc.) are connected by a network of sidewalks
- Accommodate housing that benefits from close proximity to health services (senior housing, nursing home, special needs housing, and guest lodging for families of hospital patients)
- Reduce on-site vehicular use and off-site vehicular trips by providing a mix of compatible services for employees and visitors
- Encourage mixed-use opportunities (e.g. medical offices above ground floor retail)
- Depict clear physical boundaries and transitions between the edge of the character area and the surrounding residential areas
- Prohibit encroachment (including parking and light trespass) into the adjacent residential areas
- Retain open space and incorporate landscaping into site design and parking areas
- Encourage shared parking among uses
- Discourage parking in the front yard for homes that have been converted to office uses



*Entrance to Hamilton Medical Center, The anchor of the medical District in Dalton*



*Construction of the newest addition to Hamilton Medical Center, The People's Cancer Institute*



*A variety of building styles are found within the Medical District including residential-looking buildings like the one pictured above*

### Primary Land Uses

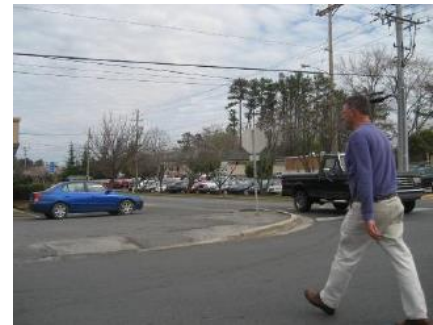
- Hospital or clinic
- Professional medical office
- Retail support (drugstore, restaurant)
- Residential (senior housing, assisted living facility, special needs housing, guest lodging for patients' families)
- Mixed use (upper floor office or residential and ground floor retail)



*Small monument signs as the one shown above shall be used for businesses in this area*

### Implementation Strategies

- Prepare an existing conditions analysis of the area sidewalks to identify substandard facilities and to prioritize repair/replacement projects
- Prepare a Medical District Area Master Plan



*Pedestrian infrastructure in the Medical District, although improved since 2008, provides limited protection for those who chose to walk. More crosswalks, sidewalks, and shared parking arrangements are needed to make walking safer.*

## Preserve

The Preserve character area describes primarily public or privately owned land intended to remain as open space for preservation and recreation needs and are not suitable for urban or suburban development. Land can be owned outright or subject to conservation easements. This character area includes major parklands, undeveloped natural lands, and environmentally sensitive areas and significant natural features including steep slopes, floodplains, wetlands, watersheds, wildlife management areas, and conservation areas not suitable for development of any kind. The Preserve character area seeks to enhance the significance of these resources and ensure their protection.

### Development Patterns

The development pattern should seek to:

- Preserve natural resources, habitats, views, and rural/agricultural character
- Protect open space in a linear pattern, typically following the flood plain of river and stream corridors and accommodate greenways
- Maintain a high degree of open space
- Prevent degradation to natural resources in areas that have already developed or have the potential to develop due to existing zoning
- Minimize impervious surfaces
- Protect water quality with appropriate stream and reservoir buffers and prohibition of uses that are prone to pollution
- Provide opportunities for passive use recreation and tourism destinations (e.g. canoeing, fishing, hunting, hiking, etc.) and environmental education
- Utilize Transfer of Development Rights (TDRs) as a tool to protect environmentally sensitive areas.

### Primary Land Uses

- Undeveloped areas left in their natural state
- Passive recreation (for environmentally constrained areas)
- Active recreation (for non-environmentally constrained areas)
- Agriculture



*Mill Creek in west Whitfield County and its floodplain are part of the Preserve character area*



*Public parks, such as the county-owned property adjacent to Valley Point middle and elementary schools, are also part of the Preserve character area*



*Creek and picnic area located in Tunnel Hill Park off G. Vaughn Parkway*



## Implementation Strategies

- Develop a Countywide Greenways Master Plan that outlines a countywide system of interconnected greenway/trail corridors, addresses greenway trail crossings of all roads, defines specific priorities for property acquisition to develop the system, and addresses recommendations of the Conasauga River Alliance
- Adopt specific cross sections for roads that cross Preserve character areas
- Promote Preserve character areas as passive-use tourism and recreation destinations
- Encourage use of Agricultural Best Management Practices (BMP) to protect water quality
- Promote the use of conservation easements and conservation tax credits by landowners
- Adopt “Part V” Environmental Ordinances for river corridor, watershed protection and groundwater recharge areas in accordance with Georgia Department of Natural Resources’ minimum environmental planning criteria
- Follow BMPs for erosion and sedimentation control, as defined in the Georgia Erosion and Sedimentation Act
- Develop program for administering TDRs



*Wetlands such as the one shown above found adjacent to the Old Dixie Highway corridor south of the Dalton Bypass, are part of the Preserve character area*



*Tunnel Hill Cemetery is another example of the Preserve character area*



*Greenspace adjacent to the Varnell City Hall is part of the Preserve character area*



*Playground equipment at the Varnell Park adjacent to and part of the Preserve character area*

## REGIONAL ACTIVITY CENTER

Regional Activity Center character area represents a concentration of regionally-marketed commercial and retail centers, office and employment areas, and mixed use development. These areas are characterized by a high degree of access by vehicular traffic, on-site parking, low degree of internal open space; high floor-area-ratio; large tracts of land, campus or unified development. While established Regional Activity Centers are typically single-story suburban shopping centers with minimal office space and housing and limited parking lot landscaping, over time these areas should evolve into mixed use, walkable centers of commerce that attract customers from a regional market and include a variety of housing choices.

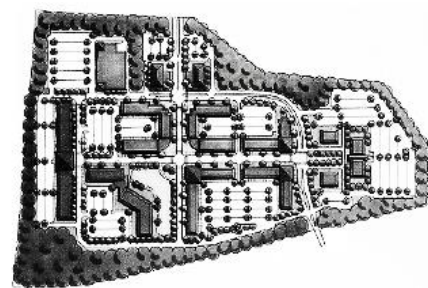
An example of this character area is West Walnut Avenue, located east of I-75. This area, which includes the Dalton Factory Outlet Stores and other commercial uses that benefit from close proximity to the interstate and serve both local residents as well as interstate traffic, is currently a retail center for the county and is a significant gateway to Dalton and surrounding areas. As an important gateway to the county as well as a heavily traveled area, focus should be paid on enhancing mobility and connectivity for cars and pedestrians, as well as the overall aesthetics of the area (streetscape and building/site design).

### ***Desired development patterns***

- Include a relatively high-density mix of retail, office, services, and employment to serve a regional market area
- Include a diverse mix of higher-density housing types, including multi-family town homes, apartments, lofts, and condominiums, including affordable and workforce housing
- Enhance the pedestrian-friendly environment by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and major destinations, such as neighborhood centers, health facilities, commercial clusters, parks, schools, etc.
- Design should be very pedestrian oriented, with strong, walkable connections between different uses



*Example of appropriate scale and landscaping in the Regional Activity Center shown from the Gerber Village development in Ashville, North Carolina*



*Master plans are an essential part of ensuring that regional mixed-use areas develop as envisioned*

- Include direct connections to nearby networks of greenspace or trails, available to pedestrians, bicyclists, and equestrians for both tourism and recreation purposes
- Road edges should be clearly defined by locating buildings at roadside with parking in the rear
- Provide bike lanes or wide curb lanes and conveniently located (preferably sheltered) bicycle parking at retail/office destinations and in multi-family dwellings to encourage bicycling and provide additional safety
- Encourage compatible architecture styles that maintain the regional character, and are not typical “franchise” or “corporate” architecture
- Provide parking lots that incorporate on-site stormwater detention or retention features, such as pervious arrangements in addition to the use of landscaped tree islands and medians to break up large expanses of paved parking



*Regional Activity Center example of appropriate scale shown from The Avenue of Murfreesboro in Tennessee*

### **Primary Land Uses**

- Commercial (retail and office)
- Multi-family residential
- Mixed-use (including upper story residential)
- Civic/institutional
- Passive and active parks

### **Implementation Strategies**

- *Extend sewer infrastructure to Regional Activity Center character area locations currently without service*
- *Encourage “greyfield redevelopment” of existing underutilized shopping centers with mixed use, walkable development*
- *Prepare and adopt a Mixed Use Development Ordinance to facilitate greyfield redevelopment and implement Regional Activity Center character area master plans*



*Quality commercial development shown here from the Town Center area of Cobb County, Georgia*



## RIDGE CONSERVATION

This area includes the Rocky Face Ridge and Dug Gap Ridge that both parallel I-75, as well as all steep slopes (minimum slope of 25%). Hillside development has the potential to harm the area's natural resources and scenic views due to erosion and the loss of trees. The Ridge Conservation character area is intended to maintain the area's ridgelines, which contribute to the County's unique character and its history, while accommodating low-density residential development with minimal impact on the environment.

### **Development Pattern**

The development pattern should seek to:

- Protect water quality with appropriate soil erosion and control and groundwater recharge protection area measures
- Preserve historic/cultural resources along ridges
- Incorporate adequate infrastructure for accessibility and for water and fire protection needs
- Protect existing trees
- Protect steep slopes and natural landscape
- Protect scenic views
- Preserve rural character and viewsheds
- Conserve natural features and resources
- Limit impacts of new development on the environment
- Reduce impervious cover
- Utilize natural features for stormwater management
- Encourage low-intensity uses

### **Primary Land Uses**

- Undeveloped areas left in their natural state
- Passive recreation
- Low-intensity single-family residential
- Forestry/Agricultural

### **Implementation Strategies**

- Adopt hillside development/steep slope ordinance



*Ridge Conservation is important in order to protect views and the natural areas*



*New residential development atop the ridge in the Ridge Conservation area*



*Dug Gap Road winds through the ridge west of Dalton*



## RURAL AGRICULTURAL RESERVE

The Rural Agricultural Reserve character area includes predominantly rural, undeveloped land that is suited for agricultural and large-lot residential uses. These areas are intended and designed to remain rural. Housing tends to be scattered across the landscape on very large lots and is typically not in proximity to major transportation networks, commercial areas, or sewer infrastructure. Development in the area should respect the community's rural tradition and active farms and maintain its rural, open spaces. These areas lack sewer infrastructure which makes urban and suburban scale development unsuitable.

The Rural Agricultural Reserve character area comprises much of the northeast, southwest and southeast portions of the County, including the following communities: Beavertdale, eastern Hopewell, Norton, Prater's Mill, Gordon Springs, Trickum, River Bend, and portions of Nance Spring and Tilton.

### Development Patterns

The development pattern should seek to:

- Protect farmland, open space and environmentally-sensitive areas by maintaining large lot sizes and adopting local policies promoting the right to farm
- Benefit from use of land conservation tools that may include conservation easements, conservation subdivisions, Purchase of Development Rights (PDRs), and Transfer of Development (TDRs)
- Preserve economic function of agriculture, livestock and forestry
- Promote and protect historic resources
- Preserve rural character, view sheds, hillsides and other natural features/resources
- Preserve natural hydrology and drainage ways
- Discourage extension of public utilities into these areas (i.e. public sewer)
- Carefully design roadway alterations to minimize scenic and environmental impacts
- Minimize impervious cover



*Farms on large acreage dominate the countryside in northeast Whitfield County, which is home to the majority of the Rural Agricultural Character Area*



*Conservation subdivisions allow smaller lots in exchange for protecting large areas of open space and are appropriate in Rural/Agricultural areas. These type of developments can be appropriate within the Rural Agricultural Preserve*

- Discourage excessive clearing and grading in order to protect trees, topography and water quality
- Accommodate low-intensity residential uses at a net density of 1 dwelling unit per 25 acres
- Protect water quality with appropriate soil erosion control and groundwater recharge protection area measures

### **Primary Land Uses**

- Agricultural
- Rural residential
- Passive recreation
- Civic uses/Public/Institutional (at rural scale only)

### **Implementation Strategies**

- *Adopt a policy that discourages extension of public utilities into Rural Agricultural Reserve character areas*
- *Prepare and adopt a Rural Agricultural Reserve zoning district or amend existing zoning districts to meet the minimum lot requirements envisioned by the Rural Agricultural Reserve Character Area*
- *Encourage use of Agricultural Best Management Practices (BMP) for Protecting Water Quality*
- *Prepare and adopt a Conservation Subdivision Ordinance that allows for cluster development to preserve rural character, sensitive natural resources and large tracts of permanent green space*
- *Adopt typical street cross-sections and/or development standards for Rural Agricultural Reserve character areas that identify appropriate width and configuration and that require paved roads to use drainage swales in lieu of curb, gutter and sidewalk*
- *Promote the use of conservation easements and conservation tax credits by landowners to help preserve viable farmland*
- *Promote the use of Purchase of Development Rights (PDRs), and Transfer of Development (TDRs)*
- *Promote the use of common area drain fields and/or neighborhood-scale sewerage treatment systems to reduce parcel size in areas that must be served by septic tanks **(for areas proposing Conservation Subdivisions only)***



*Large scale farms operations are found within the Rural Agricultural Character Area*



*Dalton's Downtown Farmer's Market at the Dalton Green*

## RURAL CORRIDOR

The Rural Corridor character area includes sparsely developed or undeveloped public or private land on both sides of a rural arterial with significant natural, scenic or pastoral views that would be disrupted by leap frog, conventional suburban residential development along or near the corridor. Public roadway features, such as signs, roadside erosion control, drainage and materials storage also have a major impact on the scenic quality and character of these corridors. The overall character of the Rural Corridor character areas is similar to Rural Agricultural and Rural Residential areas, but it differs in that pressure for development tends to be greater along corridors. The Rural Corridor character area covers roughly 300 feet of property on each side of Rural Corridors shown on the Future Development Map.

### ***Development Patterns***

The development pattern should seek to:

- Prohibit linear, commercial strip center development and concentrate commercial development at Rural Crossroads nodes
- Enact guidelines for new development that enhance the scenic value of the corridor and address landscaping and architectural design to protect rural scenery, historic resources and prevent unattractive sprawl development/visual clutter along the roadway
- Preserve tree lines and groves adjacent to the corridor
- Consider the use of drainage swales for paved roads in lieu of curb and gutter
- Encourage compatible architectural styles that maintain the regional rural character and do not include franchise or corporate architecture
- Limit parking in front of commercial properties
- Connect to regional networks of greenspace and trails, available to pedestrians, bicyclists, and equestrians for both tourism and recreational purposes
- Provide bicycle accommodations
- Institute driveway controls and access management standards to facilitate traffic flow
- Promote and protect historic and natural resources



*Rural Corridor area along SR 53 east of Varnell*



*Rural Corridor area along SR 286/Dawnville Road in east Whitfield County*

- Promote the Cohutta-Chattahoochee Scenic Byway spur to Prater's Mill

### **Primary Land Uses**

- Passive or small active parks
- Agriculture
- Large lot residential

### **Implementation Strategies**

- *Prepare and adopt a Rural Corridor Overlay District*
- *Prepare an Access Management Plan for Rural Corridors with recommendations that include opportunities for driveway consolidation and interparcel access*

## RURAL CROSSROADS

The Rural Crossroads character area includes key intersections in small communities in more rural areas of the County, including Cedar Valley, Cedar Ridge, Gordon Springs and Mill Creek. These areas are intended to serve adjacent residential or agricultural areas with limited goods and services concentrated around an intersection rather than spread out in a linear fashion along a roadway. Small scale retail uses, public facilities such as churches, fire stations, post offices and libraries, and agricultural support businesses such as commercial nurseries, farm implement sales and supply stores, farmer's markets and feed and seed stores are appropriate uses in this character area.



*Rural Crossroads area in the Mill Creek Community*

### **Development Pattern**

The development pattern should seek to:

- Protect rural character
- Provide small-scale commercial opportunities for meeting local needs
- Cluster buildings at the area's center
- Maintain open space surrounding the center
- Encourage compatible architecture styles that maintain the regional rural character rather than "franchise" or "corporate" architecture
- Limit clearing and grading
- Reduce access points along the highway
- Connect to greenways/trail system, wherever possible

### **Primary Land Uses**

- Neighborhood or rural commercial uses
- Civic/institutional (at a rural scale only)
- Passive or active parks

### **Implementation Strategies**

- *Adopt Rural Crossroads Zoning Overlay District that includes minimum standards for commercial building and site design*
- *Widen roadways only when absolutely necessary*



*Site design that place parking in the rear or side of buildings help preserve rural character, while also providing retail and other services for surrounding communities*



### RURAL NEIGHBORHOOD REVITALIZATION

The Rural Neighborhood Revitalization character area encompasses the southern portion of the County, east of I-75 on both sides of U.S. 41/Dixie Highway. The character area includes residential uses (primarily low-density residential) as well as undeveloped or agricultural areas. Like the Rural Residential character area, development should respect the community's agricultural tradition and maintain its rural, open spaces, which can be achieved with the use of conservation subdivisions. Unlike the Rural Residential areas, this character area includes opportunities for infill development and community revitalization efforts in more established residential areas.



*Example of the Rural Neighborhood Revitalization character area in southeast Whitfield County*

#### **Development Patterns**

The development pattern should seek to:

- Stabilize and maintain existing housing stock
- Accommodate infill development that compliments the scale, setbacks and style of existing adjacent homes
- Preserve rural character, open spaces, view sheds, natural features/resources and farmland
- Preserve natural hydrology and drainage ways and utilize natural features for stormwater management
- Carefully design roadway alterations to minimize scenic and environmental impacts
- Minimize impervious cover
- Limit impacts of new development, including clearing and grading, on the environment
- Accommodate low-intensity uses
- Accommodate rural residential at a net density of 1 dwelling unit per 5 acres
- Promote the use of conservation subdivisions
- Connect subdivisions to greenways/trails wherever possible
- Protect water quality with appropriate soil erosion and sedimentation control and groundwater recharge protection area measures

#### **Primary Land Uses**

- Rural residential
- Agricultural

- Passive recreation
- Civic uses/Public/Institutional (at rural scale only)

### **Implementation Strategies**

- *Prepare and adopt a new zoning district or amend existing zoning districts to meet the minimum lot requirements envisioned by the Rural Neighborhood Revitalization character area*
- *Prepare revitalization strategy for addressing housing needs identified in the Whitfield County Housing Condition Study for this area*
- *Prepare and adopt a Conservation Subdivision Ordinance that allows for cluster development to preserve rural character, sensitive natural resources and large tracts of permanent green space*
- *Discourage extension of public sewer infrastructure into Rural Neighborhood Revitalization character areas*
- *Adopt typical cross-sections and/or development standards specific to Rural Neighborhood Revitalization character areas that identify*



*Another example of the Rural Neighborhood Revitalization character area in southeast Whitfield County*



## RURAL RESIDENTIAL

The Rural Residential character area includes predominantly rural, undeveloped land that is suited for agricultural, “conservation subdivision” and/or large-lot residential uses. Rural Reserve areas consist of privately owned areas where agricultural uses and low density development are common. These areas are intended and designed to remain rural. Housing tends to be clustered in hamlets or scattered across the landscape and typically not in proximity to major transportation networks, commercial areas, or infrastructure. Development in the area should respect the community’s agricultural tradition and maintain its rural, open spaces. Lack of sewer infrastructure is common, which makes urban and suburban scale development unsuitable. Conservation subdivisions may be a suitable alternative to large-lot residential uses and an appropriate response to development pressures for neighborhood development in order to maximize existing open space and viewsheds.

Rural Residential character areas are located north of Dalton, east and west of the Emerging Suburban areas (see Emerging Suburban character area description) that parallel SR 71/Cleveland Highway, as well as in the southwestern of the County. The following communities are included in the Rural Residential character area: Cohutta Ridge, western Hopewell, Cedar Valley, Dawnville, Toonerville, Mill Creek, and Carbondale.

### **Development Patterns**

The development pattern should seek to:

- Protect farmland, open space and environmentally-sensitive areas by maintaining large lot sizes or clustering residential development in a design that incorporates significant amounts of open space and natural conservation areas
- Preserve economic function of agriculture, livestock and forestry
- Promote and protect historic and natural resources
- Preserve rural character, view sheds, and natural features/resource



*Rural Residential character area is generally characterized by large-lot residential development*



*Rural Residential area in the Carbondale area of south Whitfield County*

- Preserve natural hydrology and drainage ways and utilize natural features for stormwater management
- Discourage extension of public utilities into these areas (i.e. public water and sewer)
- Carefully design roadway alterations to minimize scenic and environmental impacts
- Minimize impervious cover
- Limit impacts of new development, including clearing and grading, on the environment
- Accommodate low-intensity uses
- Accommodate rural residential with 1 dwelling unit per 5 acres
- Promote the use of conservation subdivisions
- Connect subdivisions to greenways/trails wherever possible
- Protect water quality with appropriate soil erosion controls and groundwater recharge protection measures, including Best Management Practices (BMP)



*Conservation subdivision in south Fulton County, Georgia*

### **Primary Land Uses**

- Agricultural
- Rural residential
- Passive recreation
- Civic uses/Public/Institutional (at rural scale only)

### **Implementation Strategies**

- *Prepare and adopt a Rural Residential zoning district or amend existing zoning districts to meet the minimum lot requirements envisioned by the Rural Residential Character Area*
- *Prepare and adopt a Conservation Subdivision Ordinance that allows for cluster development to preserve rural character, sensitive natural resources and large tracts of permanent green space*
- *Discourage extension of public sewer infrastructure into Rural Residential character areas*
- *Adopt typical street cross-sections and/or development standards for these areas that identify appropriate width and configuration and that require paved roads to use drainage swales in lieu of curb, gutter and sidewalk*
- *Encourage use of Agricultural Best Management Practices (BMP) for Protecting Water Quality*
- *Promote the use of common area drain fields and/or neighborhood-scale sewerage treatment systems to reduce parcel size in areas that must be served by septic tanks (for areas proposing Conservation Subdivisions only)*

## SUBURBAN NEIGHBORHOOD

The Suburban Neighborhood character area describes areas where conventional patterns of post-World War II suburban residential subdivision development have been the dominant pattern. In addition to conventional subdivisions, some multi-family uses are present in this character area. Neighborhoods tend to be characterized by low pedestrian orientation, larger lot sizes, high to moderate degree of building separation, and are predominantly residential with scattered civic buildings and varied street patterns (often curvilinear) that include cul-de-sacs.

This character area is typically found in established neighborhoods that surround historic areas and in unincorporated areas where growth has occurred over the last thirty years. Examples can be found surrounding Dalton, Tunnel Hill, north and southwest of Varnell and in the communities of Plainview, Waring, Pleasant Grove, Rocky Face, Mt. Vernon, and Five Springs.

### **Development Pattern**

The development pattern should seek to:

- Accommodate infill development that compliments the scale, setback and style of existing adjacent homes
- Maintain existing tree cover
- Provide safe facilities for pedestrians, school buses, and bicyclists using the road right-of-way
- Incorporate sidewalks, traffic calming improvements and/or increased street interconnections, where appropriate, to improve walkability within existing neighborhoods as well as connectivity to neighboring communities and major destinations, including schools
- Connect to a network of greenways/trails, wherever possible
- Accommodate senior housing opportunities, which can be integrated into neighborhoods that benefit from close proximity to local shops and services
- Encourage the location of schools, community centers or well-designed small-scale commercial activity centers at suitable locations within walking distance of residences



*Suburban character area near Varnell*



*Example of Suburban Neighborhood development in the Mt. Vernon community of Whitfield County*



*Large lot Suburban Neighborhood character area development on the edge of Tunnel Hill*

## **Primary Land Uses**

- Single-family residential
- Parks
- Public/institutional

## **Implementation Strategies**

- *Implement recommended sidewalk projects from the North Georgia Regional Bike and Pedestrian Facilities Plan*
- *Prepare and adopt a connector street plan*



*Suburban Neighborhood character area in north Tunnel Hill*



*Suburban Neighborhood development in Whitfield County typically has wide lots with a limited pedestrian network, as shown above*



*Single-family homes on large lots define the character of the Suburban Neighborhood character area in Varnell*



## TOWN NEIGHBORHOOD

The Town Neighborhood character area includes residential areas in older parts of the community typically developed prior to World War II. Characteristics include pedestrian-friendly streets with sidewalks, street trees, on-street parking, small, regular lots, shallow yards (relative to newer suburban counterparts), less space between buildings, and some mixed-use elements such as small neighborhood businesses. In Dalton, this character area includes the Murray Hill/Thornton Avenue and McCarty subdivisions, which are locally designated historic districts.

This character area is generally near traditional town centers, downtowns or crossroads, and is reflected in established residential areas in Varnell surrounding the East Varnell Street/ Varnell Railroad Street intersection.

### **Development Pattern**

The development pattern should seek to:

- Maintain existing homes and character defining site features (*i.e.* drives, walls, lighting, landscaping, tree cover)
- Promote sensitive building rehabilitation that is in keeping with a building's existing architectural style and scale
- Accommodate infill development that compliments the scale, style and setbacks of existing adjacent homes
- Promote single-family uses
- Increase pedestrian connectivity between neighborhoods and activity centers
- Accommodate senior housing opportunities, which can be integrated into the existing development pattern and can benefit from close proximity to downtown goods and services
- Connect to a network of greenways/trails, wherever possible
- Maintain existing housing stock and preserve neighborhood character
- Protect historic structures and neighborhoods
- Adhere to locally-adopted design guidelines, where applicable



*Single family home within the Town Neighborhood area located in the Murray Hill/Thornton Avenue Local Historic District*



*Town neighborhood area west of Downtown Dalton that includes the Murray Hill/Thornton Avenue Local Historic District*



*Single family residential home in Tunnel Hill's Town Neighborhood Revitalization area*

### **Primary Land Uses**

- Single-family residential
- Parks
- Public/institutional

### **Implementation Strategies**

- Amend the zoning ordinance to include flexible setback provisions for infill development
- Adopt a Traditional Neighborhood Development (TND) ordinance
- Prepare an existing conditions analysis of the City's sidewalks to identify substandard facilities and prioritize repair/replacement projects
- Implement recommended sidewalk projects from the Regional Bike and Pedestrian Facilities Plan for the North Georgia Region



*Town Neighborhood near the intersection of Woodland Avenue and Underwood Avenue*



*Historic homes shape the character in the Town Neighborhood character area of Varnell*

## TOWN NEIGHBORHOOD REVITALIZATION

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.

### **Development Pattern**

The development pattern should seek to:

- Support the findings of Dalton's focused studies pertaining to redevelopment and infill opportunities
- Provide opportunities for affordable housing with building rehabilitation and infill construction
- Stabilize and maintain existing housing stock
- Protect residential buildings from demolition
- Accommodate a mix of housing types and sizes with redevelopment, including small-lot single family, townhomes, and live/work units in areas identified in the Urban Redevelopment Plan
- Allow for limited neighborhood commercial uses to serve local residents
- Promote sensitive building rehabilitation that is in keeping with a building's existing architectural style and scale and that of neighboring homes
- Accommodate infill development that compliments the scale, style and setbacks of existing adjacent homes
- Promote single-family uses



*Town Neighborhood Revitalization area on Underwood Circle in East Dalton*



*Improving walkability by creating more attractive and safe pathways both encourages pedestrian use as well as private land investment and redevelopment. Illustration courtesy of the Carl Vinson Institute of Government.*



*Town Neighborhood Revitalization area in East Dalton*



- Increase pedestrian connectivity between neighborhoods and downtown Dalton, and between residences and neighborhood commercial uses
- Accommodate senior housing opportunities, which can be integrated into the existing development pattern and can benefit from close proximity to downtown goods and services
- Connect to a network of greenways/trails, wherever possible
- Prevent encroachment by commercial and industrial uses

### **Primary Land Uses**

- Single-family residential
- Townhomes
- Mixed use (live/work units)
- Neighborhood commercial (as identified in the City of Dalton Urban Redevelopment Plan's concept plans)
- Parks
- Public/institutional

### **Implementation Strategies**

- Amend the zoning ordinance to support appropriate infill standards, including flexible setback provisions that ensure new construction is compatible with existing development patterns
- Prepare an existing conditions analysis of the City's sidewalks to identify substandard facilities and prioritize repair/replacement projects
- Prepare and adopt a policy framework to prevent encroachment of inappropriate automobile-oriented development that would adversely affect the quality of life and public realm
- Prepare and adopt a Greenways Master Plan
- Prepare and adopt development regulations updates to address driveway and parking requirements
- Develop a City-wide vacant site inventory, identify those that are suitable for infill development and implement recommendations of infill studies already completed
- Create a City-wide inventory of buildings suitable for redevelopment
- Encourage the creation of neighborhood associations and neighborhood watch group
- Implement recommended sidewalk projects from the Regional Bike and Pedestrian Facilities for the North Georgia Region
- Implement recommendations of the City of Dalton Urban Redevelopment Plan for the Crown Mill and East Dalton Neighborhoods



*Before and after photos of a thorough renovation of a historic home in the Crown Mill Village by a local private developer proving that local redevelopment is not only possible but profitable.*

## TRANSITION CORRIDOR

- The Transition Corridor character area represents arterial or collector roads with frontage that generally developed with single family residences that have over the years seen increased traffic and resulting capacity improvements (i.e. road widening). These improvements resulted in increased traffic volume and associated impacts (e.g., noise, increased trash, street widening, etc.) making uses other than single-family residential more attractive. Some corridors are more densely developed with older structures and numerous curb cuts that may provide an opportunity for redevelopment, while others are less developed with a mix of lot sizes and uses, including undeveloped property. Transition Corridors have experienced or have the potential to experience piecemeal zoning changes that over an extended period result in front yard conversions to parking lots, unsightly home to business additions and conversions, and signage out of proportion to the structures. The Transition Corridor seeks to avoid this approach. Frontage properties along Transition Corridors should follow the development pattern described for the adjacent road-fronting character areas. However, upon completion of more detailed corridor master plans, these corridors could accommodate new commercial development concentrated in nodes at important intersections, but should not accommodate strip commercial between nodes. With a master plan, the Transition Corridor could also accommodate higher residential densities along the roadway between nodes, with lower density areas beyond the frontage properties. Master plans along with a zoning overlay are necessary to ensure that change along these corridors occurs in an orderly, comprehensive manner and applies consistent development standards throughout the corridor.
- The Transition Corridor character area includes Martin Luther King, Jr. Boulevard is the only Transition Corridor in the City of Dalton.
- This character area includes all or portions of the major corridors in Varnell – SR 201/Varnell Road, SR 2/Praters Mill Road and SR 71/Cleveland Highway.



*Existing attached housing along Martin Luther King Jr. Drive, a five-lane thoroughfare in east Dalton*



*Businesses, such as the one above in north Tunnel Hill on U.S. 41, are an example of the Transition Corridor character area*

In Tunnel Hill, this character area includes portions of U.S. 41/Chattanooga Road north and south of the Commercial Corridor character area.

### ***Development Patterns***

The development pattern should seek to:

- With a corridor master plan, cluster commercial and mixed use development at major nodes along the corridor that serve adjacent neighborhoods and provide for walkable, higher intensity housing choices located between nodes
- Accommodate conversion of existing residential uses into office or commercial uses while maintaining the existing building
- Preserve or increase traffic flow by consolidating driveways and encouraging interparcel access
- Limit signs and billboards and display unobtrusive business signs that are appropriately sized and constructed for the area
- Incorporate streetscape enhancements to improve the overall appearance of the corridors
- Depict clear physical boundaries and transitions between the edge of the character area and adjacent character areas, in particularly those that include residential uses
- Landscape parking lots to provide shade, reduce impervious surfaces, improve the appearance of a site, and shield parking areas from public view
- Encourage redevelopment that permits minimal building setbacks, mixed use development, screened parking, and requires quality materials and design (related to the building, the site, and signage)
- Reflect coordinated transportation/land use planning by coordinating land use planning with bike, pedestrian and transit opportunities
- Prevent encroachment of commercial uses into adjacent residential areas
- Better integrate stormwater treatment in site planning and design with additional site design standards



*New development set back from the street on redeveloping Transition Corridors should protect mature trees where possible and include new landscaping and quality architectural design*



*Residential character remains within the Transitional Corridor area in Tunnel Hill, as shown above along U.S. 41 north of the Community Activity Center*

### Primary Land Uses

- Commercial/retail uses, professional offices, mixed use development (including residential uses above ground-floor retail or office space) and multi-family residential with a corridor master plan
- Single-family residential

### Implementation Strategies

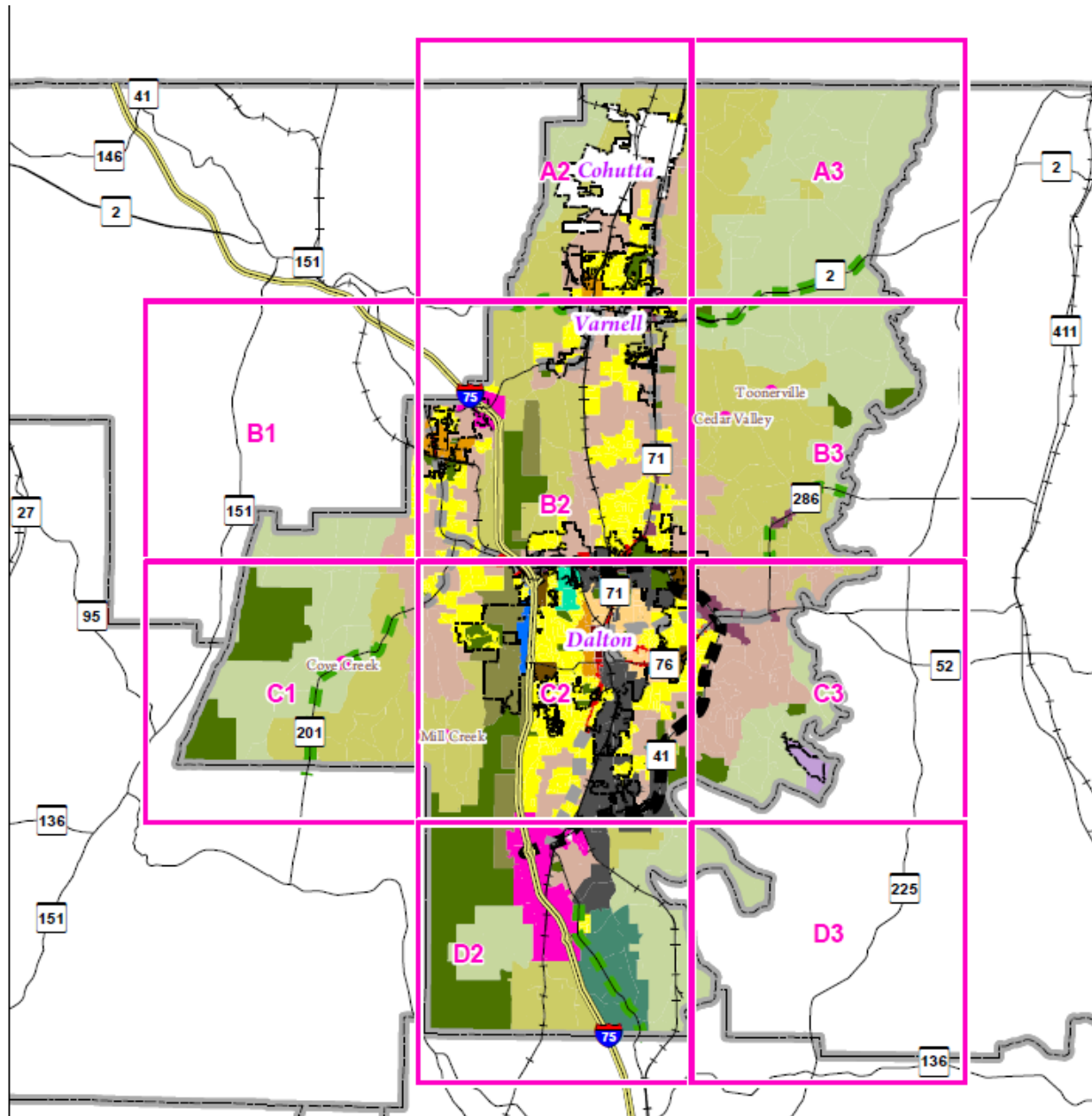
- *Prepare and adopt Corridor/Streetscape Master Plan for Martin Luther King, Jr. Boulevard to guide enhancements*
- *Adopt a Transition Corridor overlay district to regulate building placement and design, sign placement, size and materials, landscaping, access and other elements that contribute to the look and function of the corridor.*
- *Amend land use regulations to require interparcel access, limit curb cuts, and require sidewalks with new development*



*Transition Corridor in Varnell and adjacent Unincorporated Whitfield County along SR71/Cleveland Highway*



## Unincorporated Whitfield County Future Development Map



### Future Land Use Category

- Airport
- Industrial
- Interchange
- Medical District
- Commercial Corridor
- Community Activity Center
- Downtown/Town Center
- Dalton State/College Drive
- Emerging Suburban and Exurban Areas

- Preserve
- Regional Activity Center
- Town Neighborhood
- Town Neighborhood Revitalization
- Rural Neighborhood - Revitalization
- Ridge Conservation
- Rural/Agricultural Reserve
- Rural Residential
- Suburban Neighborhood

### Future Land Use Corridors

- Bypass Corridor
- Rural Corridor
- Transition Corridor

### Additional Layers

- Rural Crossroads

1 inch = 4 miles

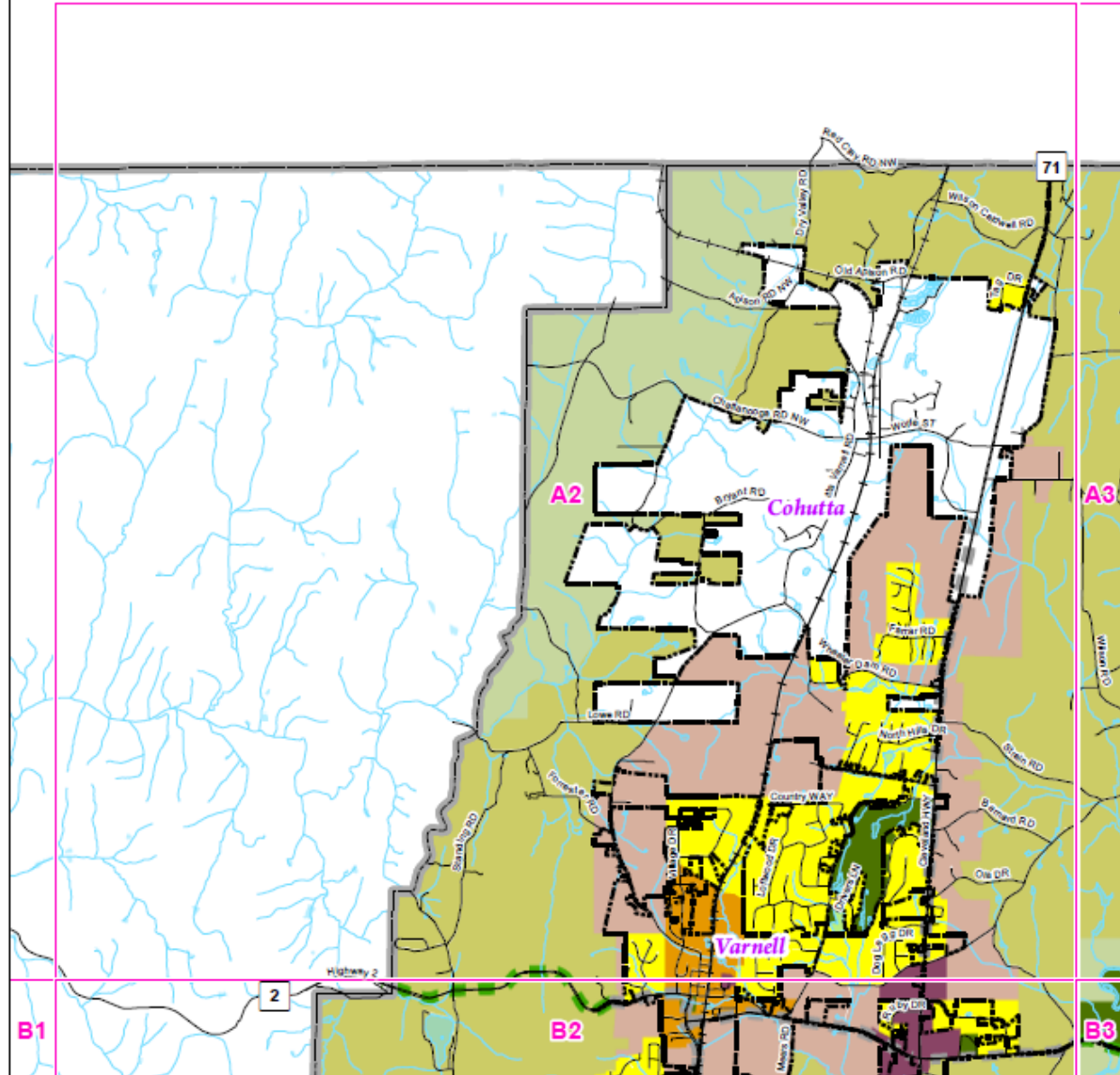


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## Whitfield County, Georgia - Future Development Map



### Future Land Use Corridors

■ Rural Corridor ■ Transition Corridor

### Future Land Use Category

■ Community Activity Center ■ Preserve ■ Rural/Agricultural Reserve  
 ■ Emerging Suburban and Exurban Areas ■ Town Neighborhood ■ Rural Residential  
 ■ Suburban Neighborhood

1 inch = 1 miles

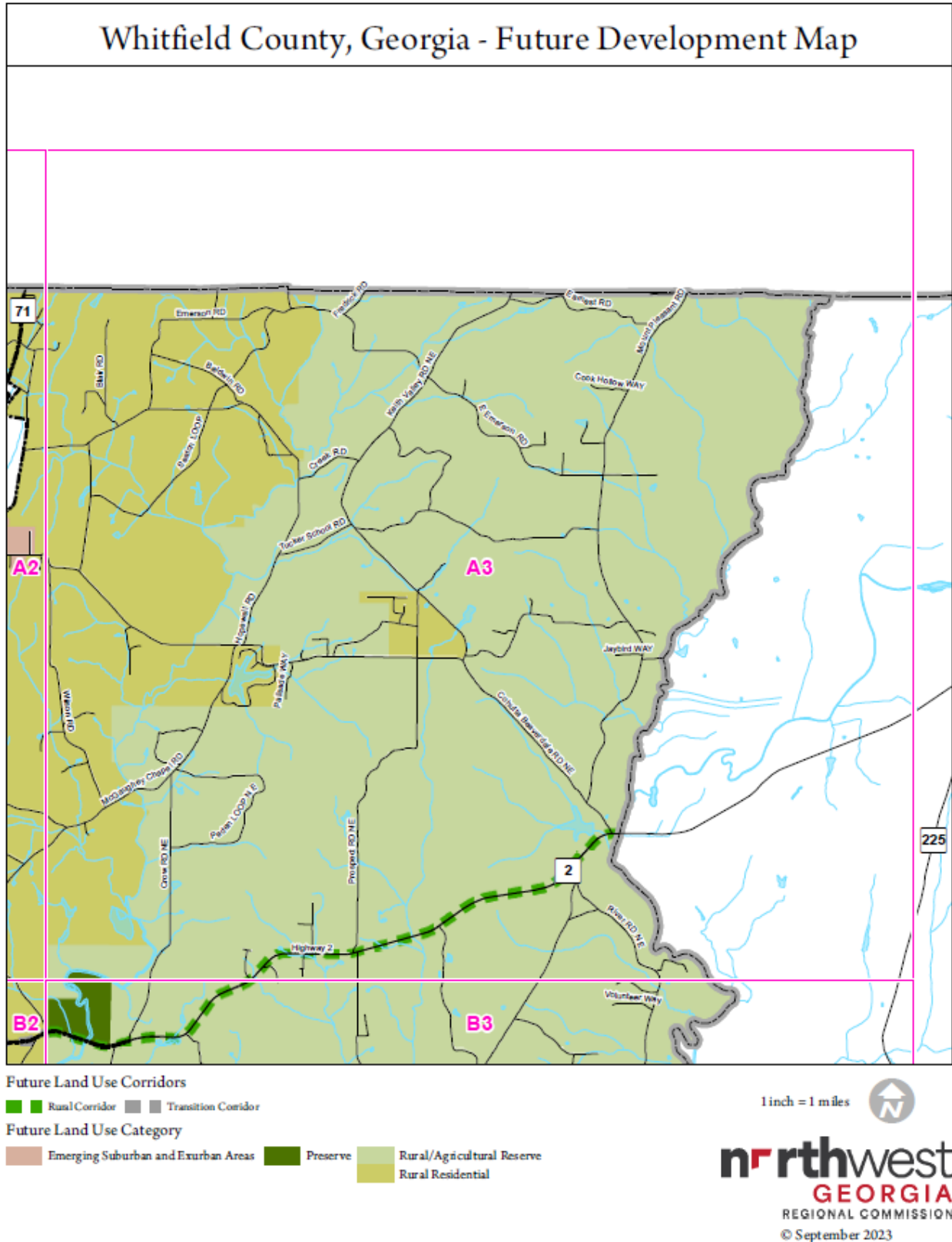


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Grid A2

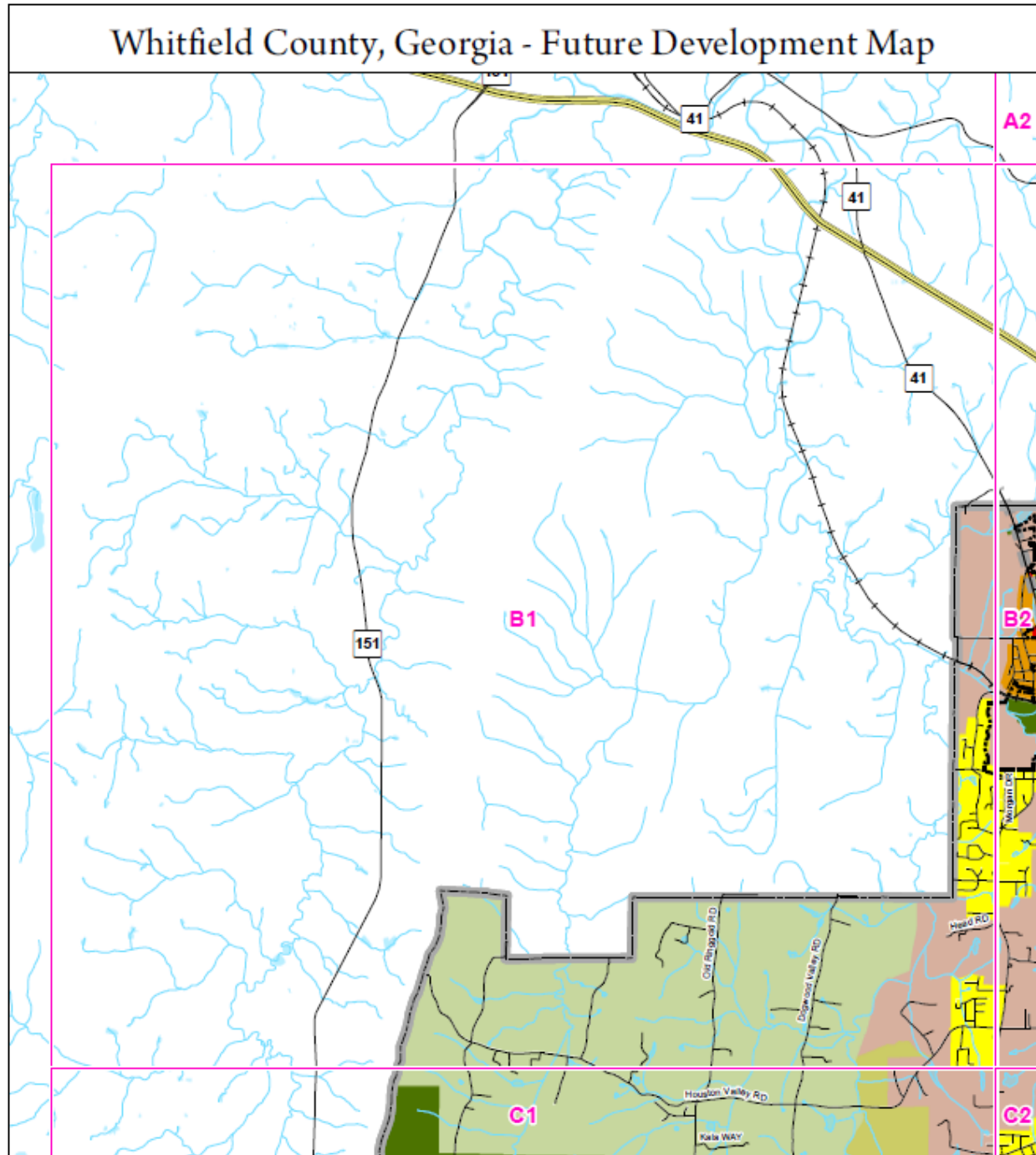
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### Future Land Use Corridors

■ Transition Corridor

### Future Land Use Category

■ Commercial Corridor

■ Emerging Suburban and Exurban Areas

■ Preserve

■ Town Neighborhood

■ Rural/Agricultural Reserve

■ Rural Residential

■ Suburban Neighborhood

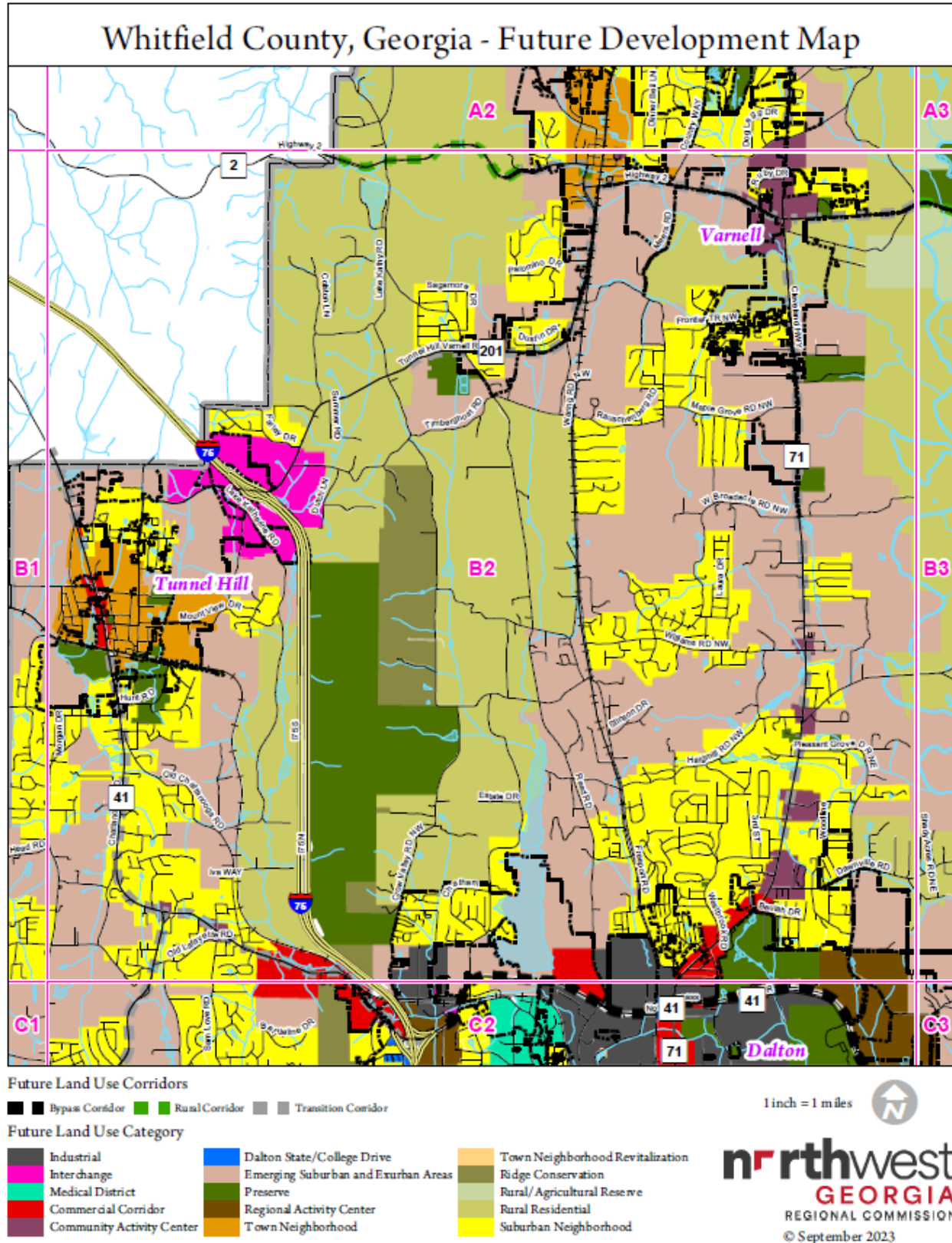
1 inch = 1 miles



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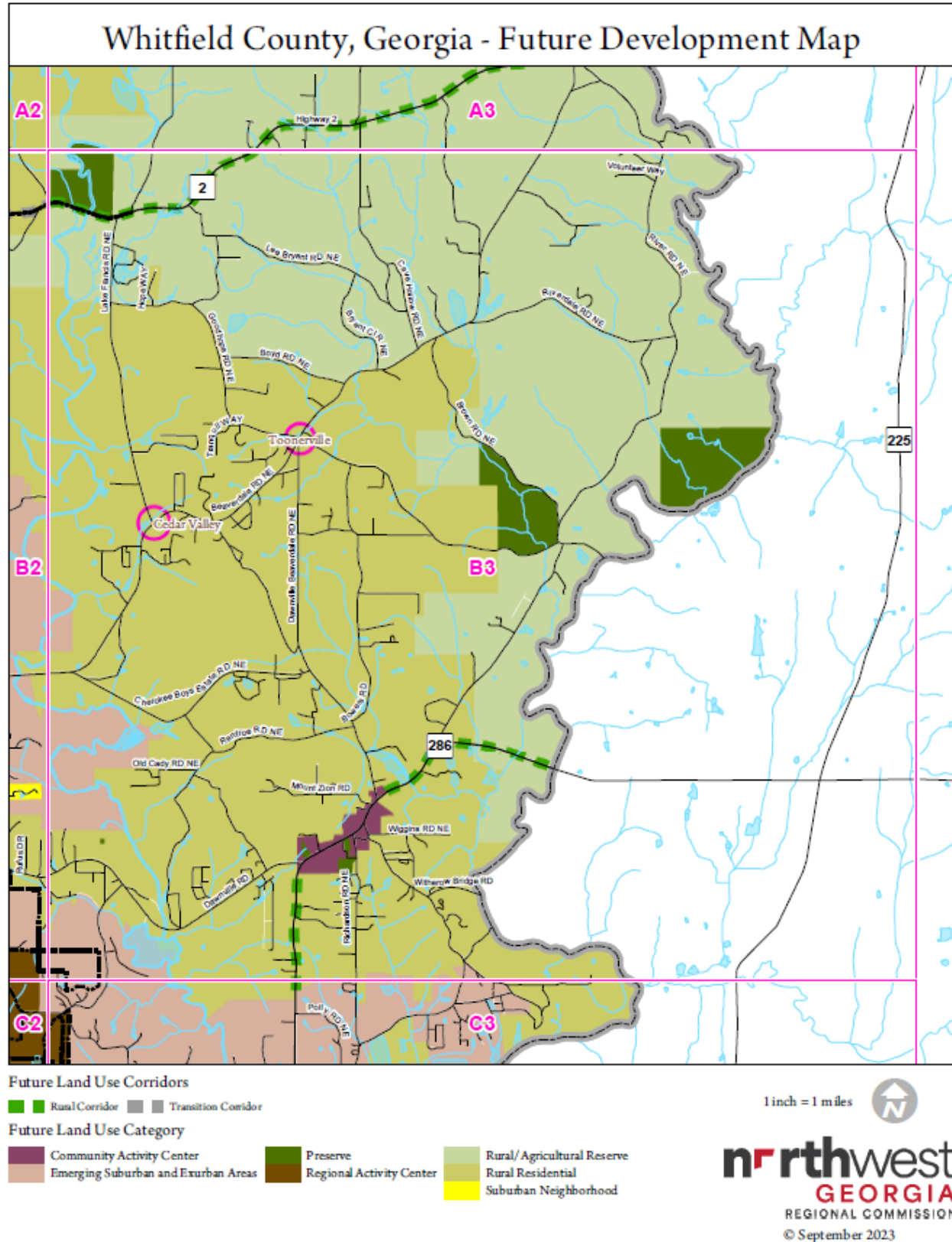
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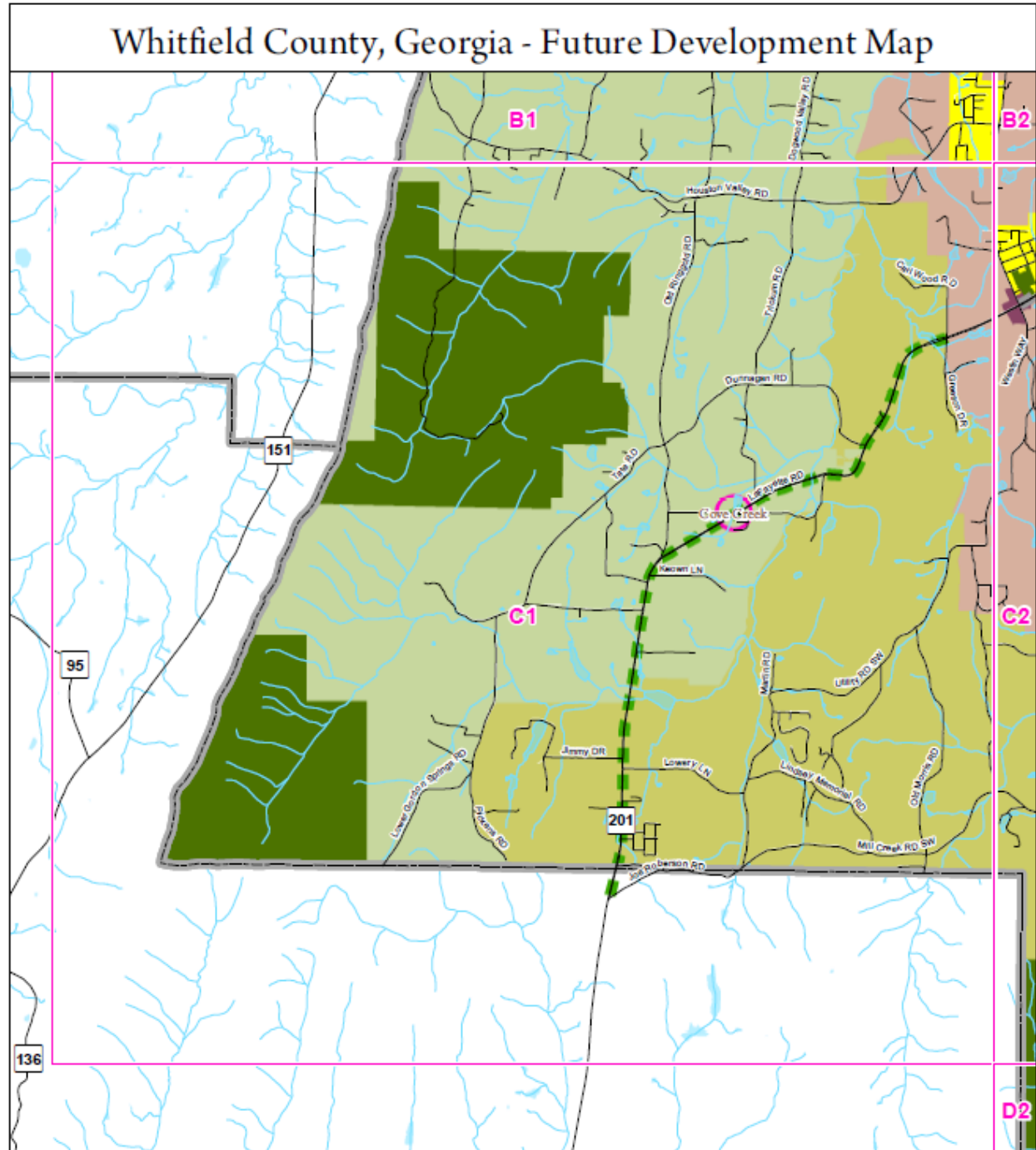
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### Future Land Use Corridors

■ Rural Corridor
 ■ Transition Corridor

### Future Land Use Category

■ Community Activity Center
 ■ Preserve
 ■ Rural Residential  
■ Emerging Suburban and Exurban Areas
 ■ Rural/Agricultural Reserve
 ■ Suburban Neighborhood

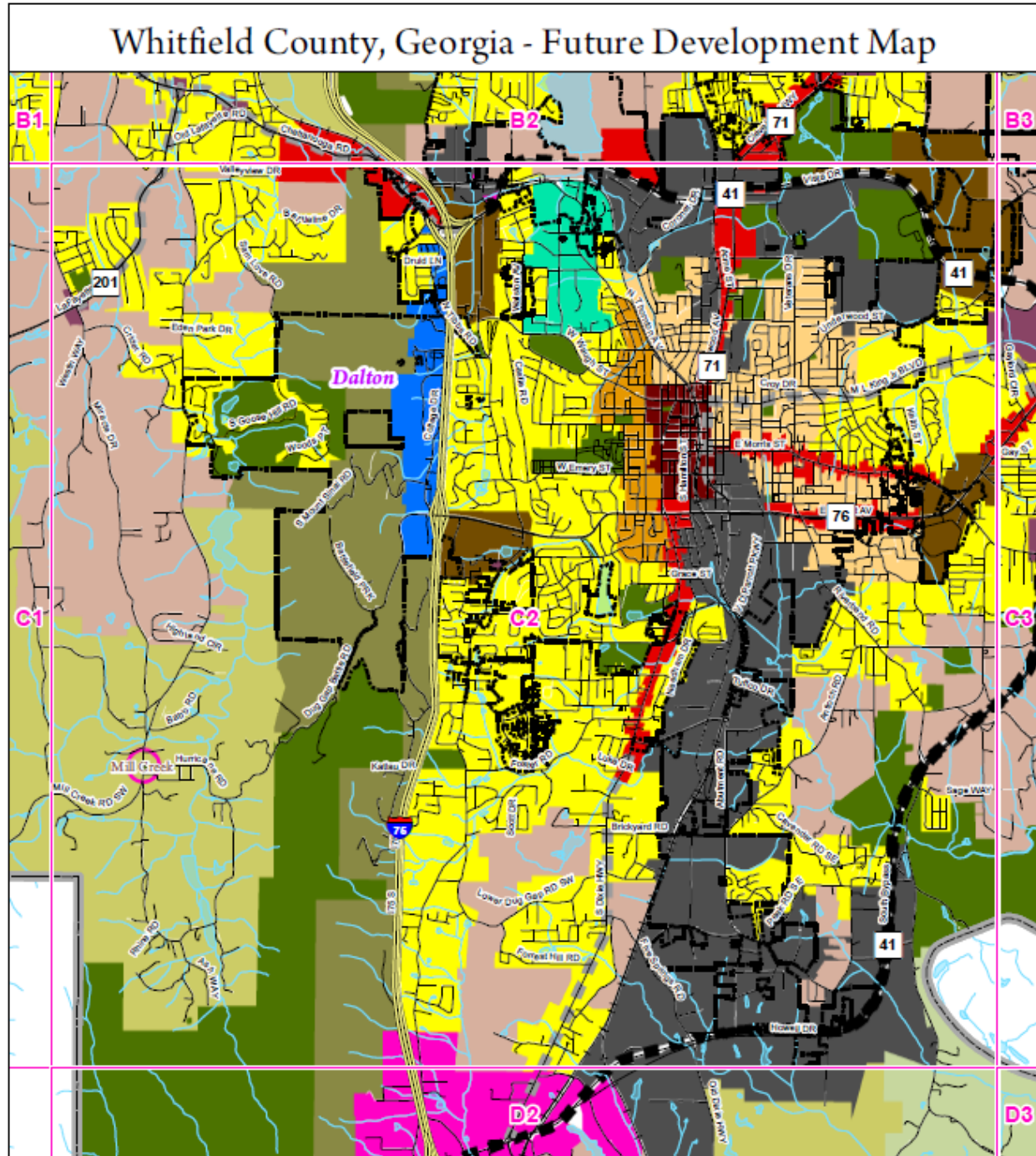
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**Future Land Use Corridors**

■ Bypass Corridor ■ Transition Corridor

**Future Land Use Category**

|                             |                                       |                                    |
|-----------------------------|---------------------------------------|------------------------------------|
| ■ Industrial                | ■ Downtown/Town Center                | ■ Town Neighborhood                |
| ■ Interchange               | ■ Dalton State/College Drive          | ■ Town Neighborhood Revitalization |
| ■ Medical District          | ■ Emerging Suburban and Exurban Areas | ■ Ridge Conservation               |
| ■ Commercial Corridor       | ■ Preserve                            | ■ Rural/Agricultural Reserve       |
| ■ Community Activity Center | ■ Regional Activity Center            | ■ Rural Residential                |
|                             |                                       | ■ Suburban Neighborhood            |

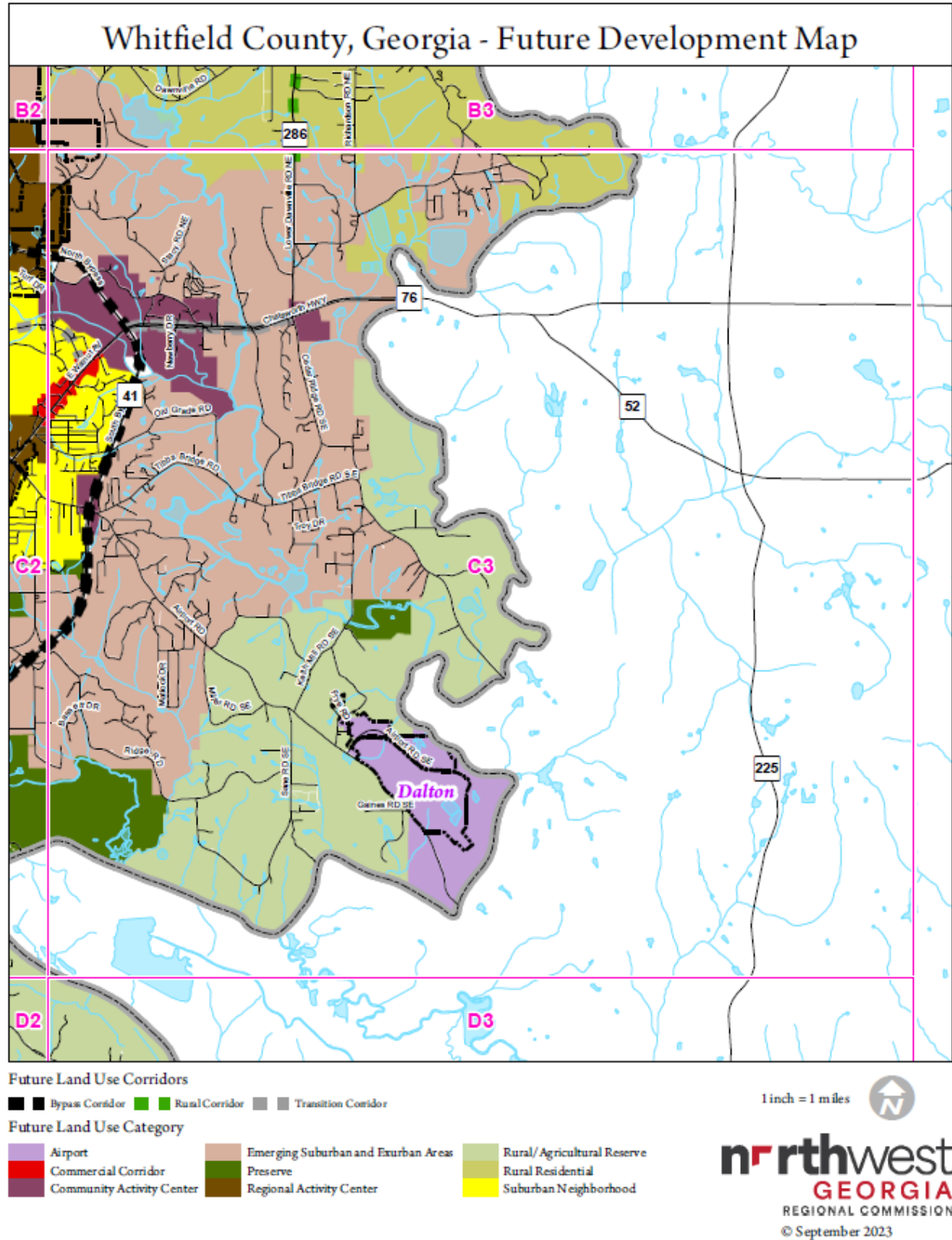
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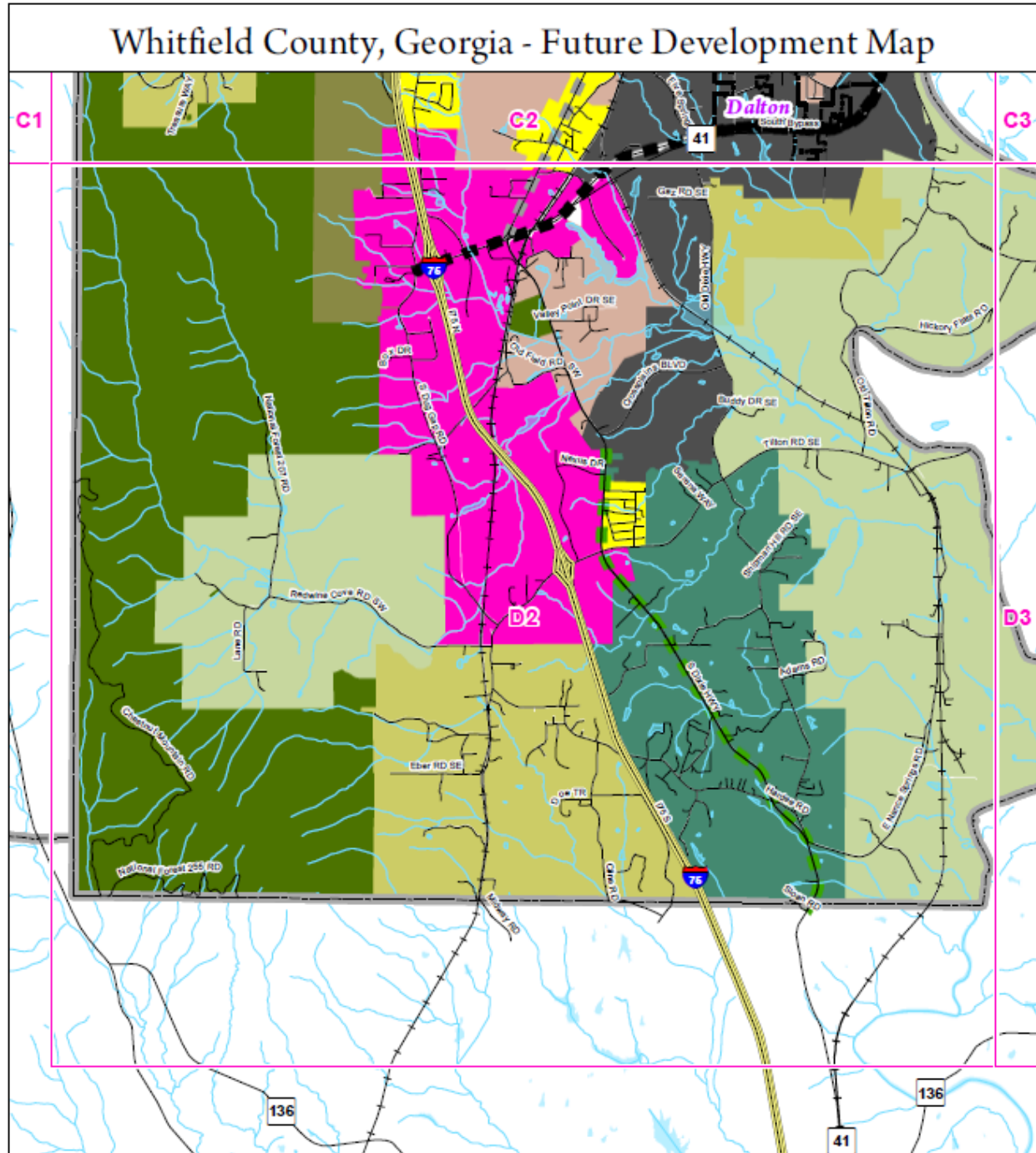
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Future Land Use Corridors

Black line: Bypass Corridor   Green line: Rural Corridor   Grey line: Transition Corridor

Future Land Use Category

Dark Green: Preserve   Light Green: Rural/Agricultural Reserve   Pink: Industrial Interchange   Yellow: Suburban Neighborhood   Brown: Rural Neighborhood - Revitalization   Light Brown: Emerging Suburban and Exurban Areas   Dark Brown: Ridge Conservation

1 inch = 1 miles



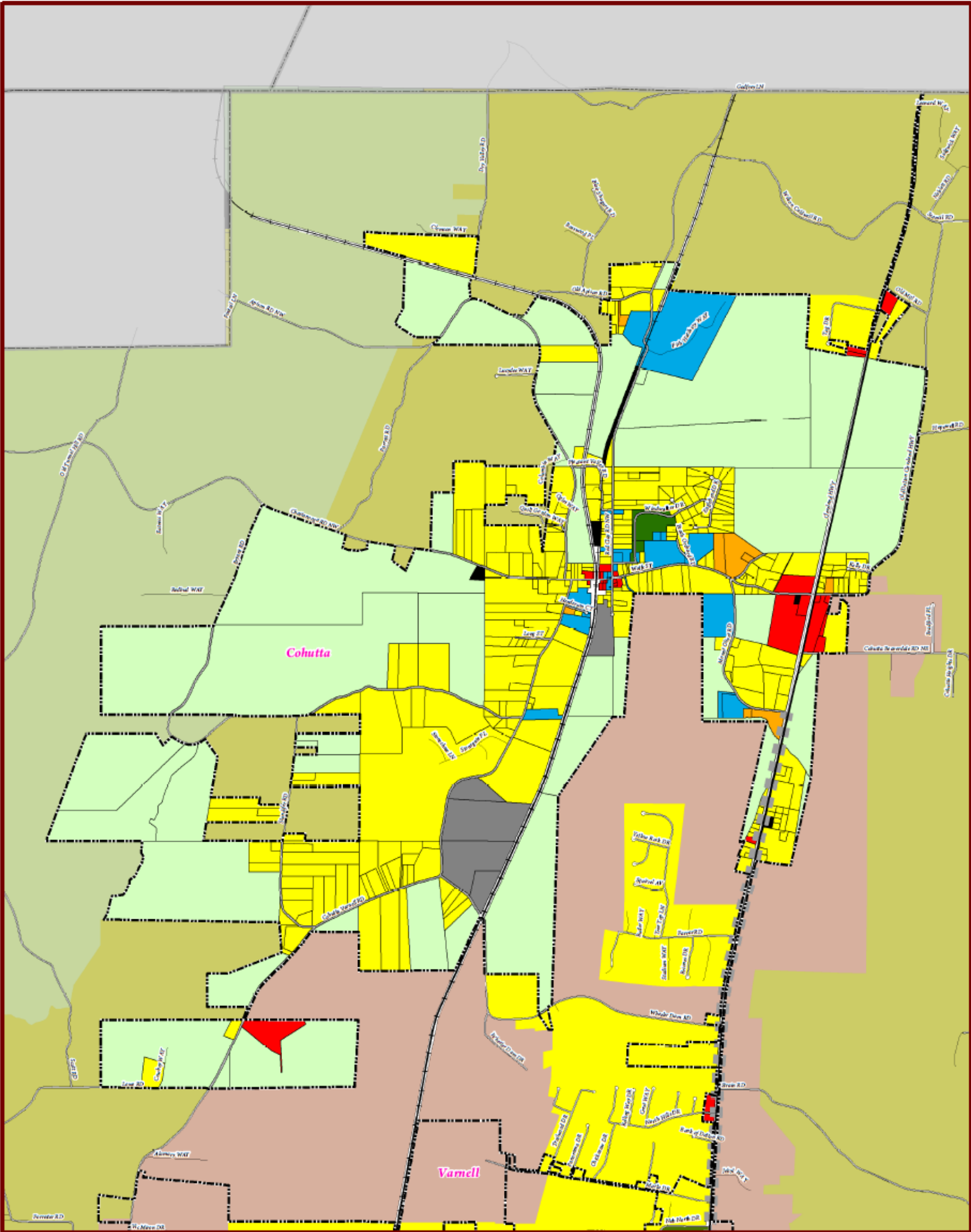
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Town of Cohutta Future Development Map



2023 Future Land Use Map - City of Cohutta, Georgia

- Cohutta Future Land Use

  - Agriculture/Forestry
  - Commercial
  - Industrial
  - Parks/Recreation/Conservation
  - Public/Institutional
  - Residential - Single Family
  - Residential - Multi-Family
  - Transportation/Communication/Utilities
- Whitfield Co. Future Development Character Areas

  - Emerging Suburban and Exurban Areas
  - Preserve
  - Rural/Agricultural Reserve
  - Rural Residential
  - Suburban Neighborhood
- Whitfield Co. Future Development Corridors

  - Transition Corridor

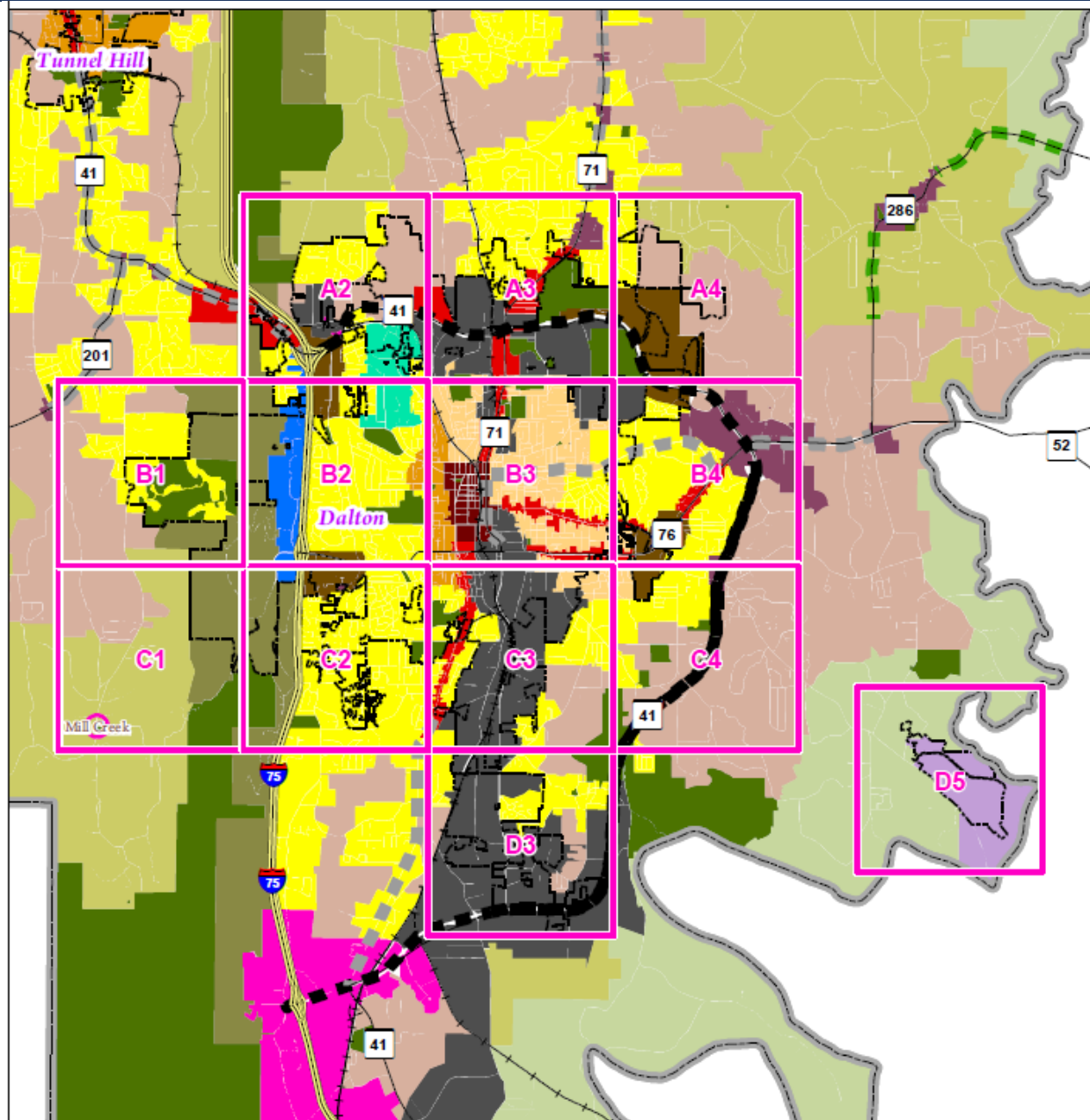
1 in = 1,975 feet

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# City of Dalton Future Development Map



## Future Land Use Category

- Airport
- Industrial
- Interchange
- Medical District
- Commercial Corridor
- Community Activity Center
- Downtown/Town Center
- Dalton State/College Drive
- Emerging Suburban and Exurban Areas

- Preserve
- Regional Activity Center
- Town Neighborhood
- Town Neighborhood Revitalization
- Ridge Conservation
- Rural/Agricultural Reserve
- Rural Residential
- Suburban Neighborhood

## Future Land Use Corridors

- Bypass Corridor
- Rural Corridor
- Transition Corridor

## Additional Layers

- Rural Crossroads

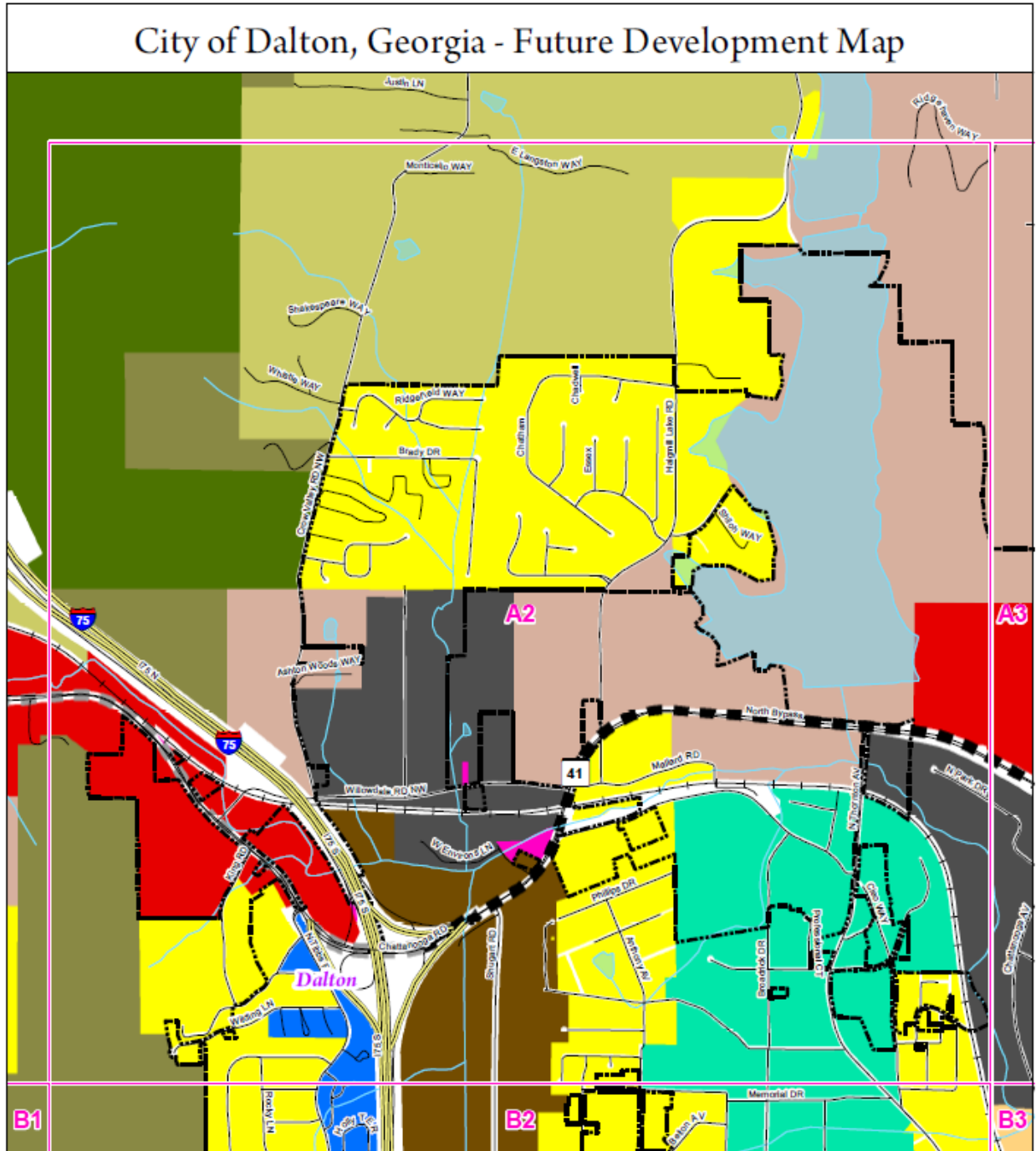
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### Future Land Use Corridors

■ Bypass Corridor
 ■ Rural Corridor
 ■ Transition Corridor

### Future Land Use Category

|  |  |  |
|--|--|--|
| <span style="color: black;">■</span> Industrial        | <span style="color: blue;">■</span> Dalton State/Cole Drive              | <span style="color: orange;">■</span> Town Neighborhood Revitalization |
| <span style="color: pink;">■</span> Interchange        | <span style="color: brown;">■</span> Emerging Suburban and Exurban Areas | <span style="color: olive;">■</span> Ridge Conservation                |
| <span style="color: cyan;">■</span> Medical District   | <span style="color: darkgreen;">■</span> Preserve                        | <span style="color: yellow;">■</span> Rural Residential                |
| <span style="color: red;">■</span> Commercial Corridor | <span style="color: darkbrown;">■</span> Regional Activity Center        | <span style="color: lightyellow;">■</span> Suburban Neighborhood       |

1 inch = 0 miles



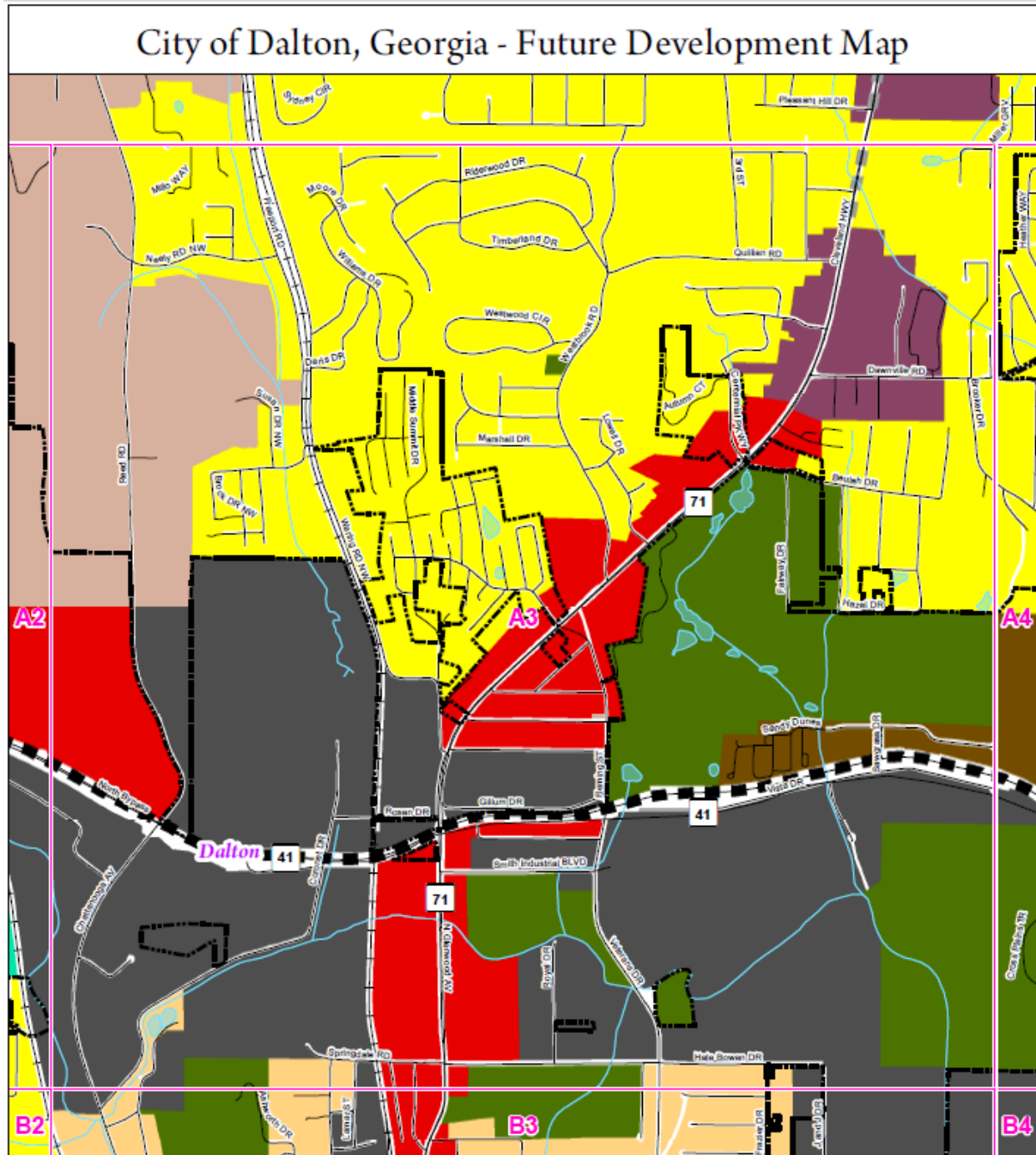
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Future Land Use Corridors

■ Bypass Corridor ■ Rural Corridor ■ Transition Corridor

Future Land Use Category

■ Industrial ■ Community Activity Center  
■ Medical District ■ Emerging Suburban and Exurban Areas  
■ Commercial Corridor ■ Preserve  
■ Regional Activity Center  
■ Town Neighborhood Revitalization  
■ Suburban Neighborhood

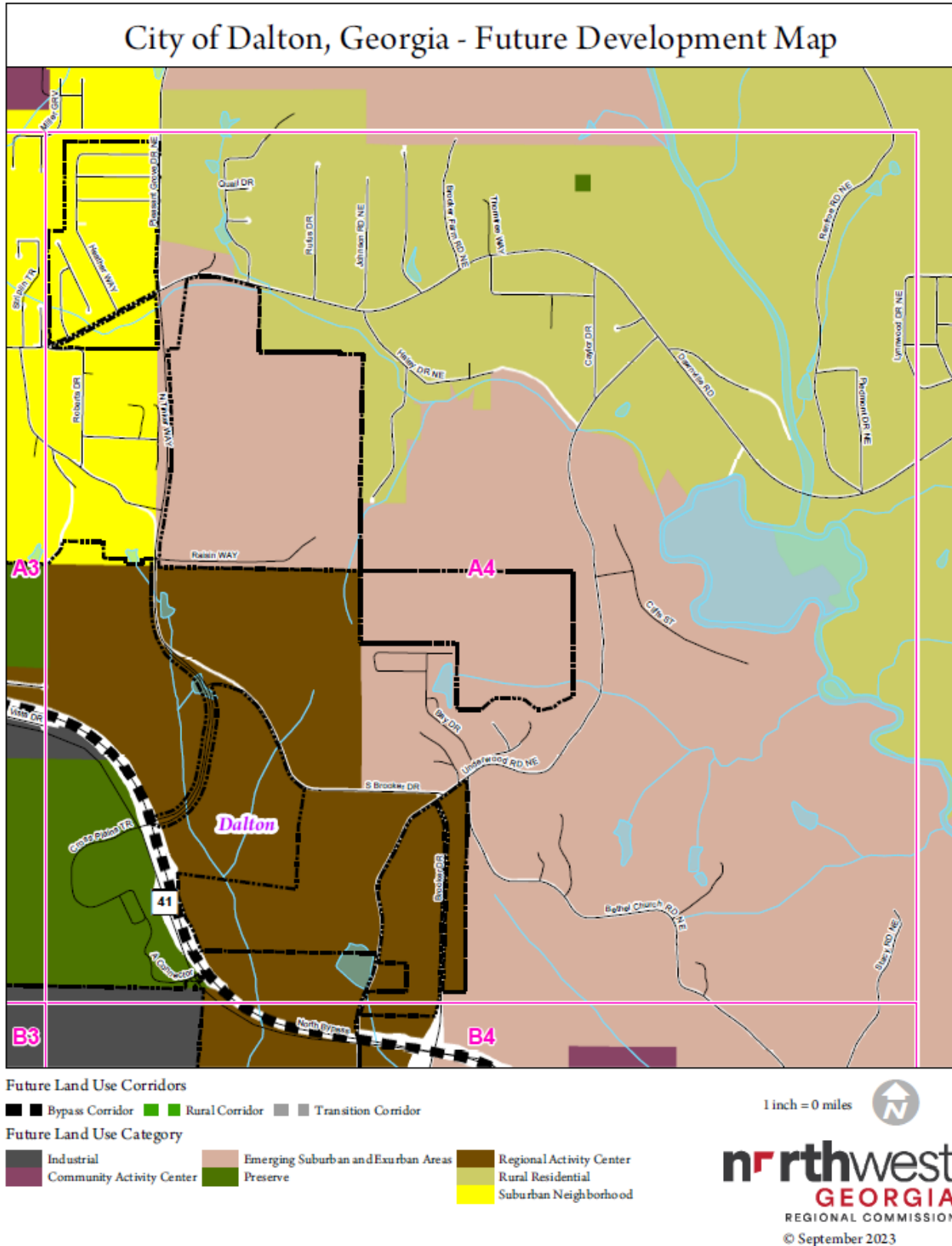
1 inch = 0 miles



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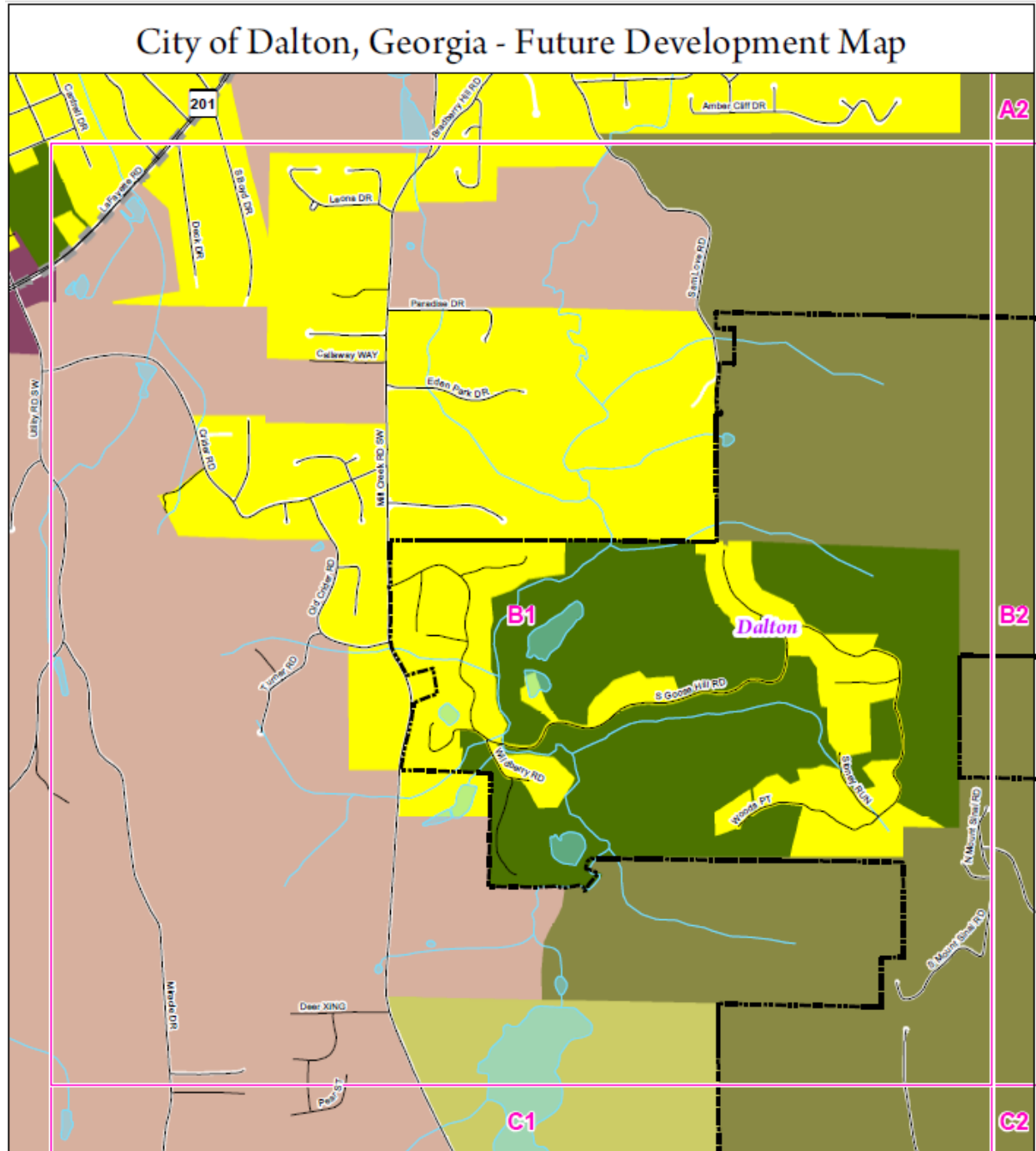
Grid A3

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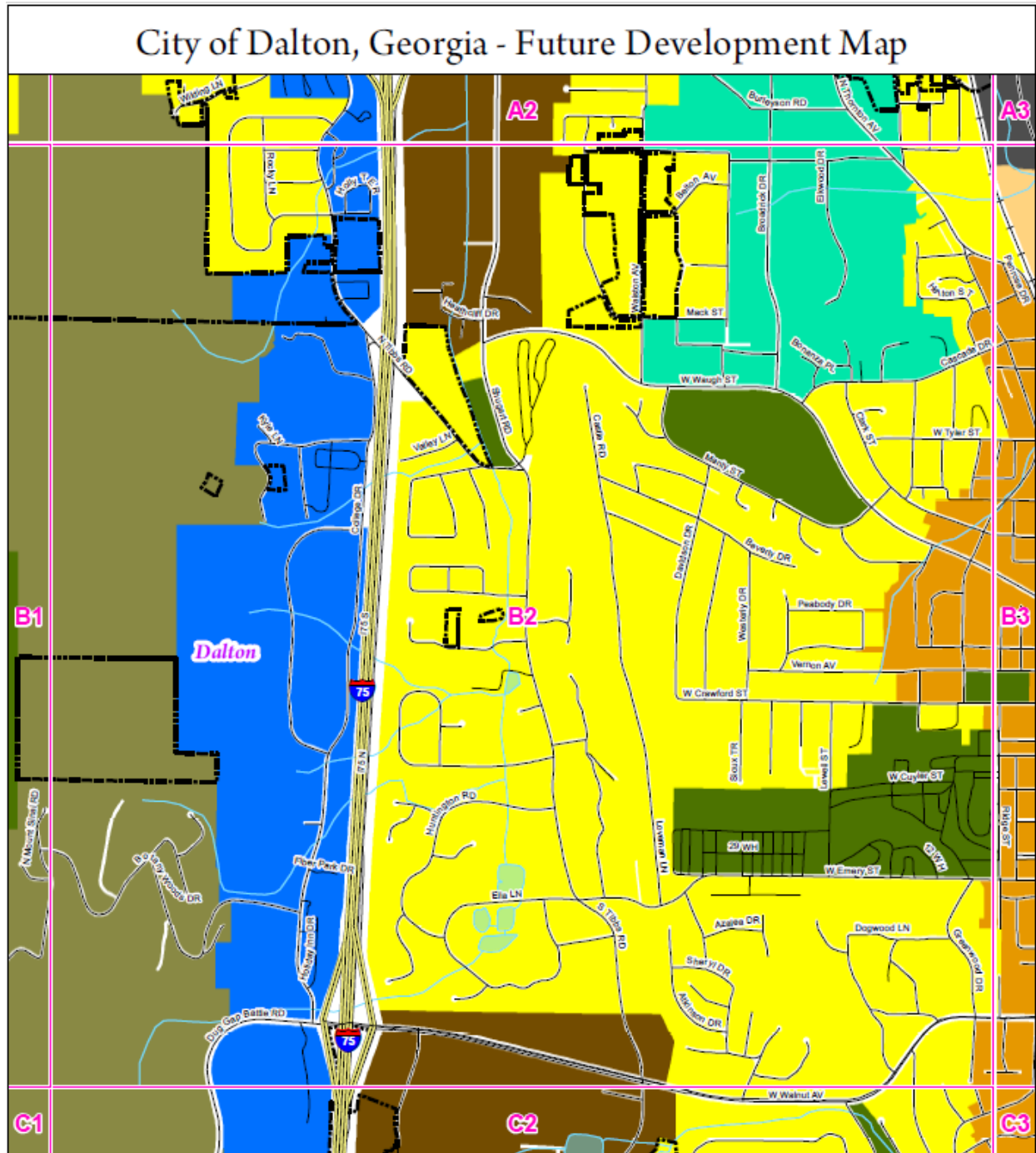


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Grid B1



### Future Land Use Corridors

Bypass Corridor
  Rural Corridor
  Transition Corridor

### Future Land Use Category

|  |  |   |
|--|--|---|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: blue; border: 1px solid black;"></span> Industrial                      | <span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Preserve                 | <span style="display: inline-block; width: 15px; height: 15px; background-color: orange; border: 1px solid black;"></span> Town Neighborhood Revitalization |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: cyan; border: 1px solid black;"></span> Medical District                | <span style="display: inline-block; width: 15px; height: 15px; background-color: brown; border: 1px solid black;"></span> Regional Activity Center | <span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> Ridge Conservation               |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: lightblue; border: 1px solid black;"></span> Dalton State/College Drive | <span style="display: inline-block; width: 15px; height: 15px; background-color: gold; border: 1px solid black;"></span> Town Neighborhood         | <span style="display: inline-block; width: 15px; height: 15px; background-color: lightyellow; border: 1px solid black;"></span> Suburban Neighborhood       |

1 inch = 0 miles



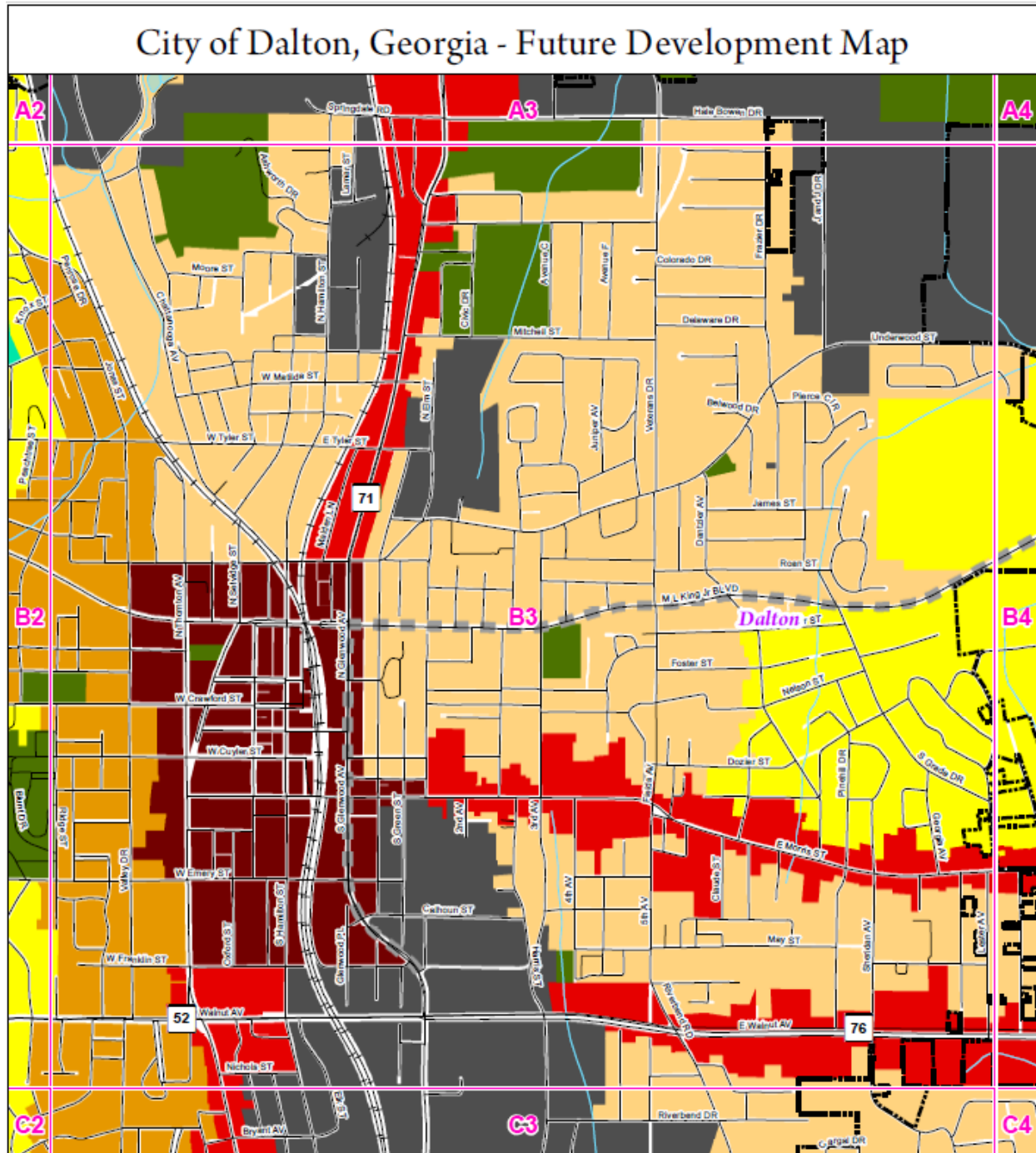
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Future Land Use Corridors

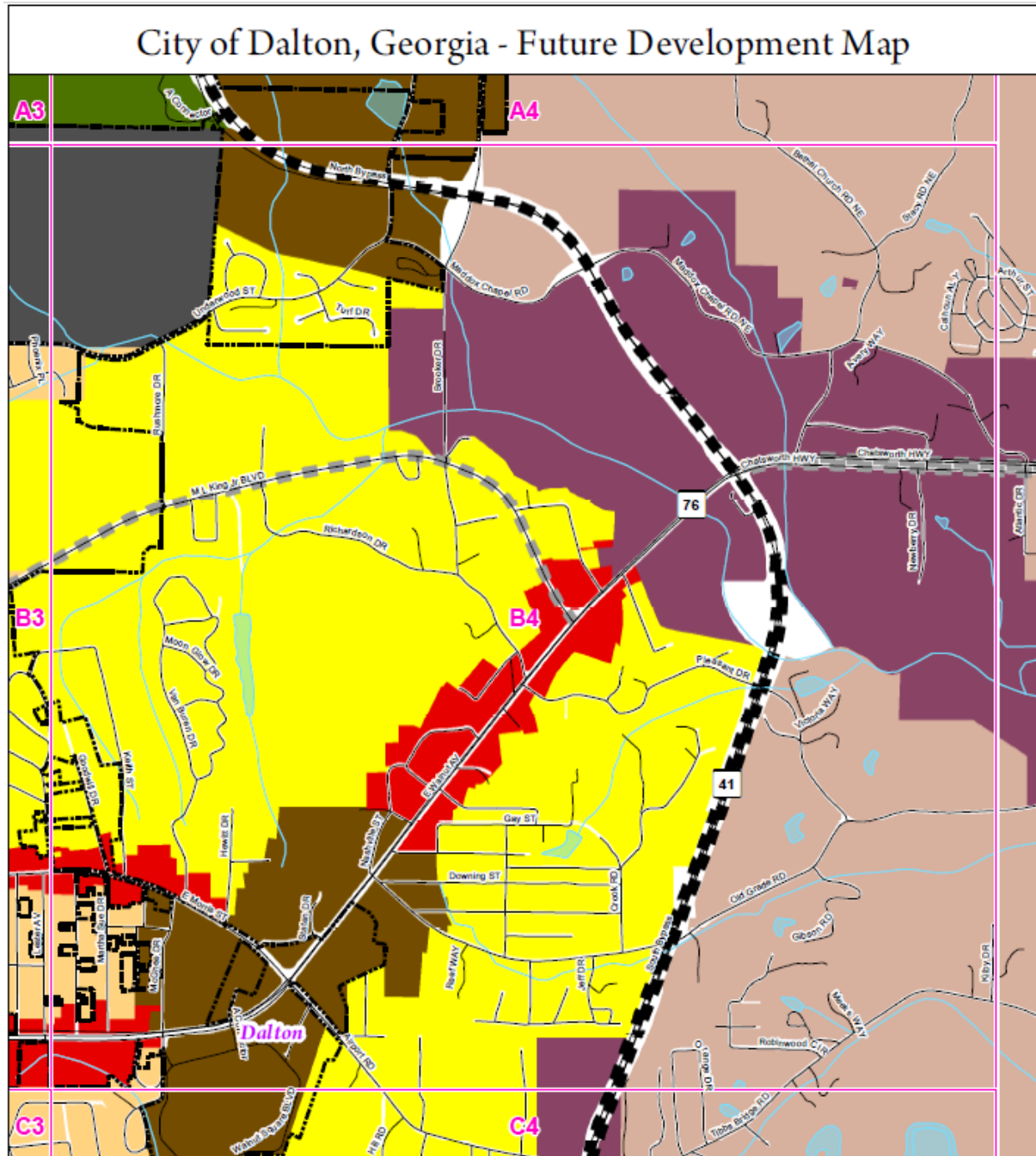
Black line: Bypass Corridor   Green line: Rural Corridor   Grey line: Transition Corridor

Future Land Use Category

Red: Industrial   Dark Red: Medical District   Orange: Downtown/Town Center   Yellow: Town Neighborhood Revitalization   Green: Commercial Corridor   Grey: Preserve   Suburban Neighborhood

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**Future Land Use Corridors**

■ Bypass Corridor ■ Rural Corridor ■ Transition Corridor

**Future Land Use Category**

■ Industrial ■ Emerging Suburban and Exurban Areas ■ Town Neighborhood Revitalization  
 ■ Commercial Corridor ■ Preserve ■ Suburban Neighborhood  
 ■ Community Activity Center ■ Regional Activity Center

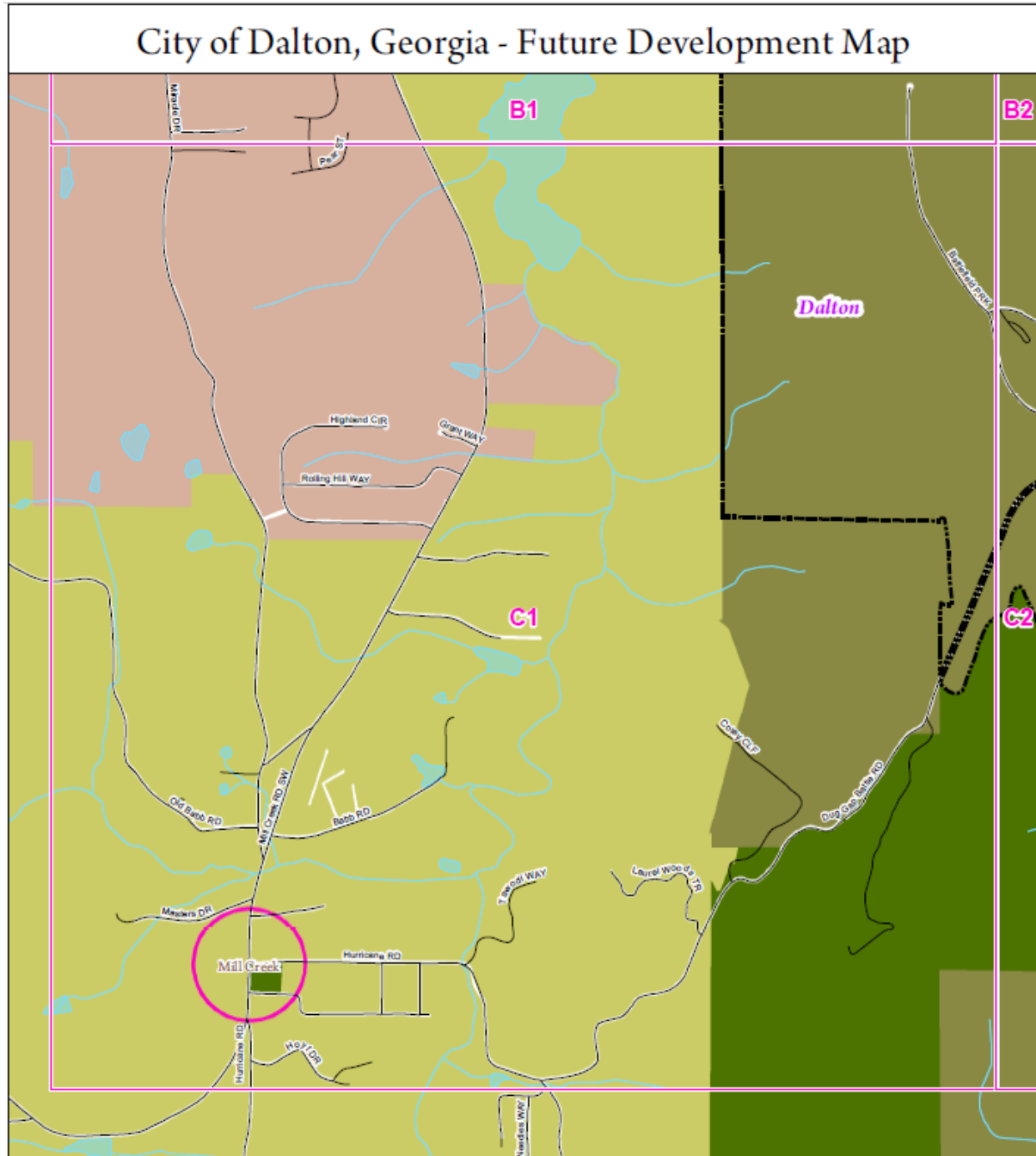
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■ ■ Bypass Corridor ■ ■ Rural Corridor ■ ■ Transition Corridor

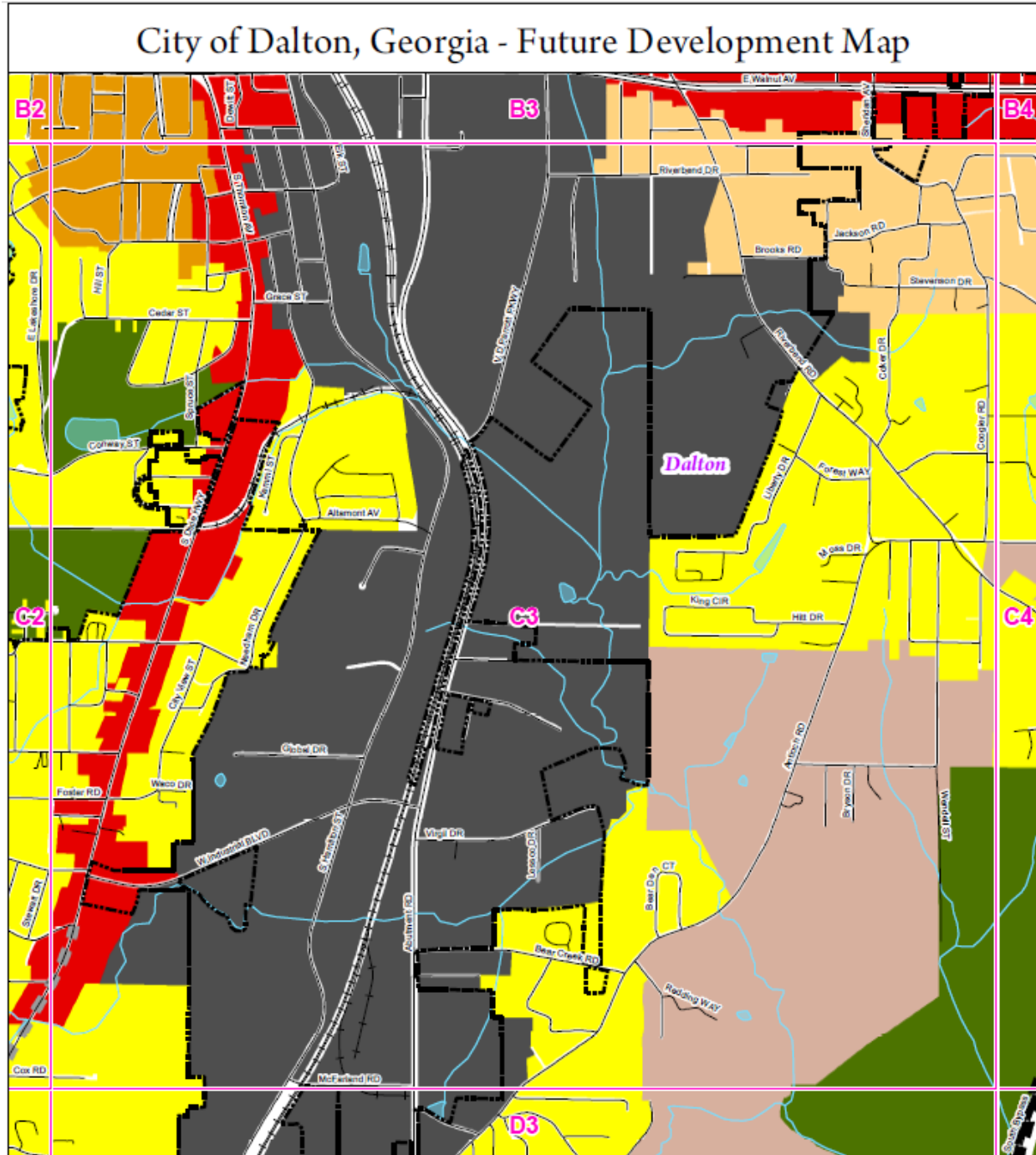


|   |                            |   |                                     |   |                       |
|---|----------------------------|---|-------------------------------------|---|-----------------------|
|  | Commercial Corridor        |  | Emerging Suburban and Exurban Areas |  | Town Neighborhood     |
|  | Community Activity Center  |  | Preserve                            |  | Ridge Conservation    |
|  | Dalton State/College Drive |  | Regional Activity Center            |  | Suburban Neighborhood |

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**Future Land Use Corridors**

Bypass Corridor
  Rural Corridor
  Transition Corridor

**Future Land Use Category**

|  |   |   |
|--|---|---|
| <span style="display: inline-block; width: 10px; height: 10px; background-color: red; border: 1px solid black;"></span> Industrial             | <span style="display: inline-block; width: 10px; height: 10px; background-color: brown; border: 1px solid black;"></span> Emerging Suburban and Exurban Areas | <span style="display: inline-block; width: 10px; height: 10px; background-color: orange; border: 1px solid black;"></span> Town Neighborhood          |
| <span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; border: 1px solid black;"></span> Commercial Corridor | <span style="display: inline-block; width: 10px; height: 10px; background-color: darkgreen; border: 1px solid black;"></span> Preserve                        | <span style="display: inline-block; width: 10px; height: 10px; background-color: lightyellow; border: 1px solid black;"></span> Suburban Neighborhood |

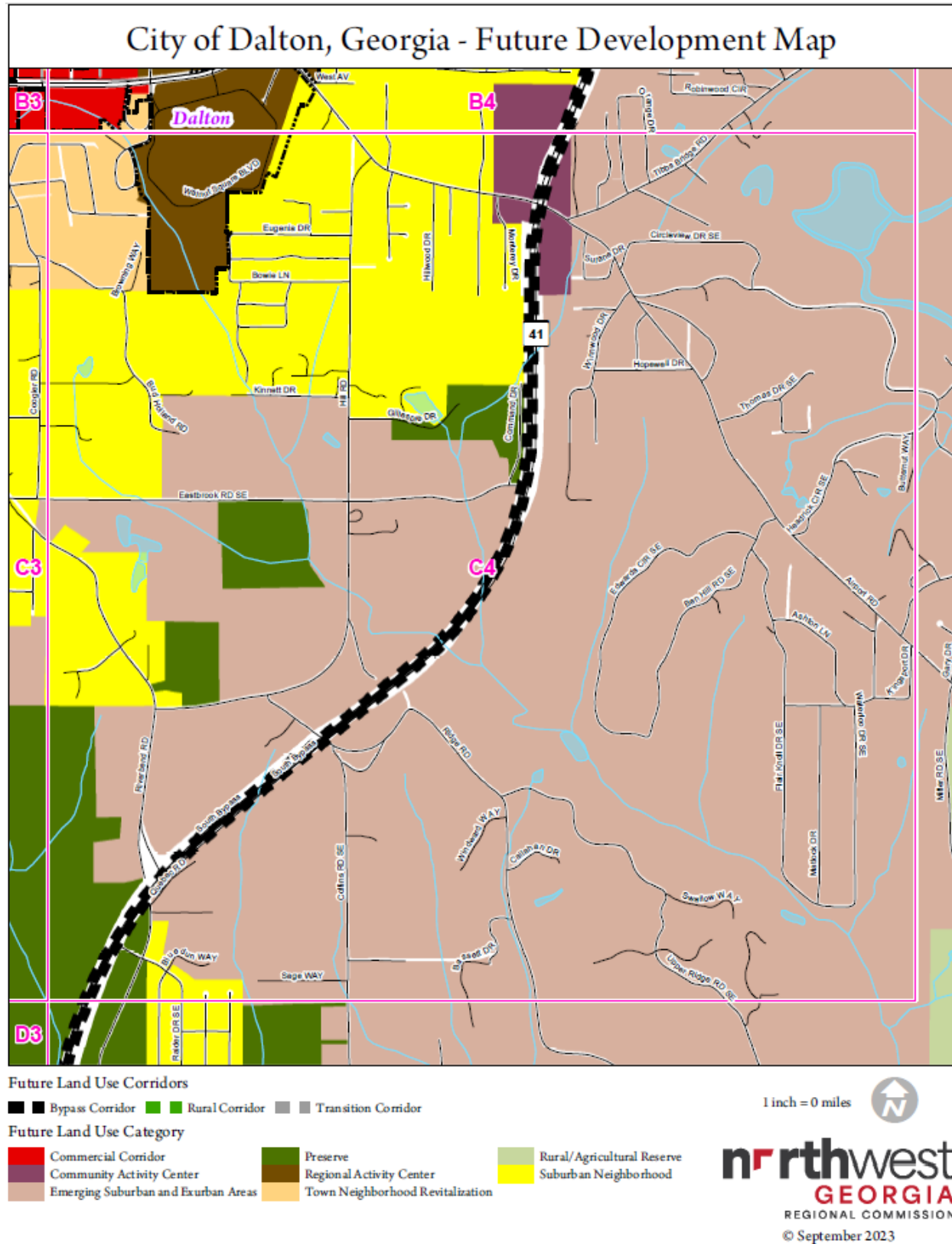
1 inch = 0 miles



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Grid C3

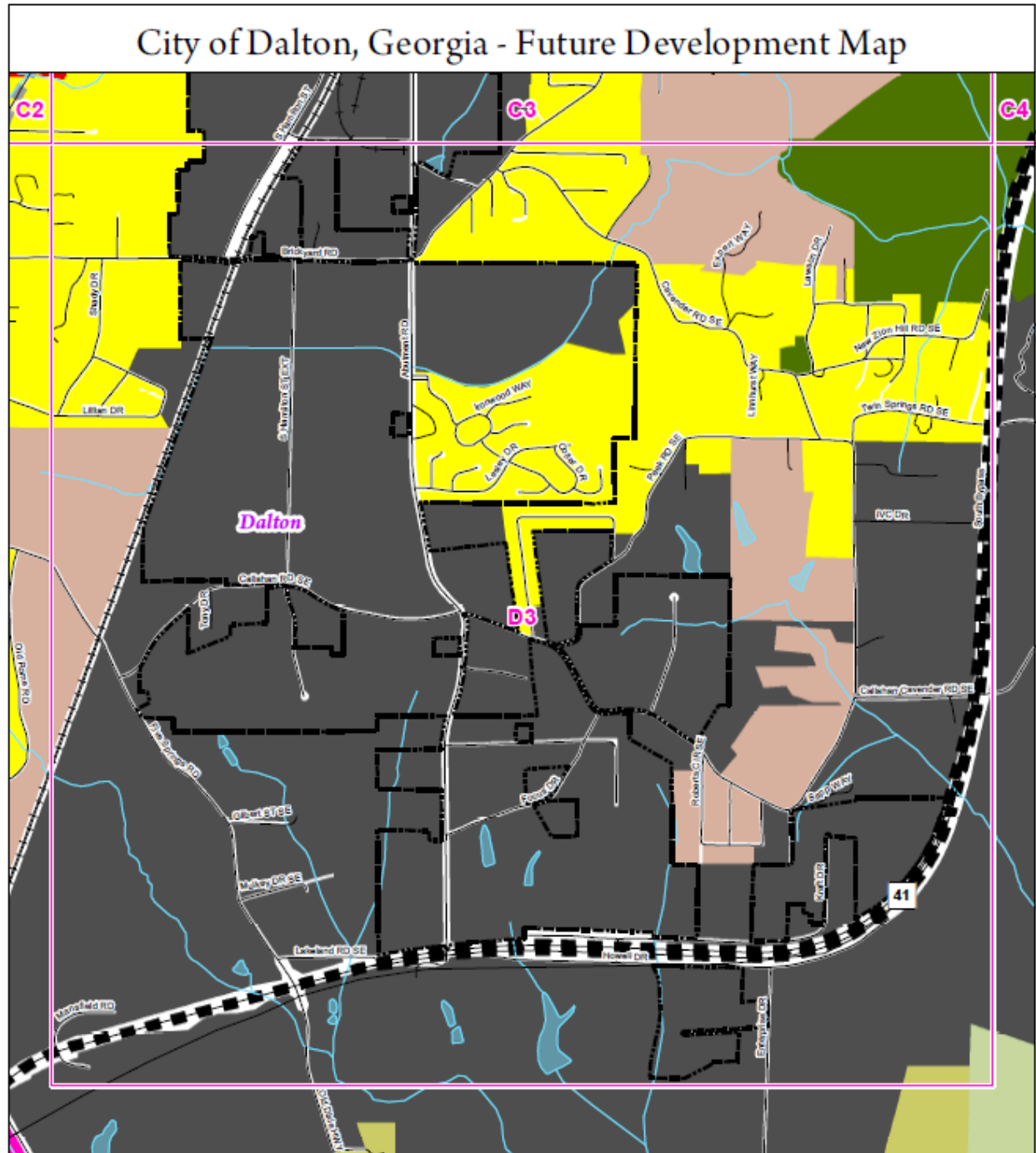
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**Future Land Use Corridors**

■ Bypass Corridor ■ Rural Corridor ■ Transition Corridor

**Future Land Use Category**

■ Industrial ■ Emerging Suburban and Exurban Areas ■ Rural Residential Suburban Neighborhood  
 ■ Interchange ■ Preserve  
 ■ Commercial Corridor ■ Rural/Agricultural Reserve

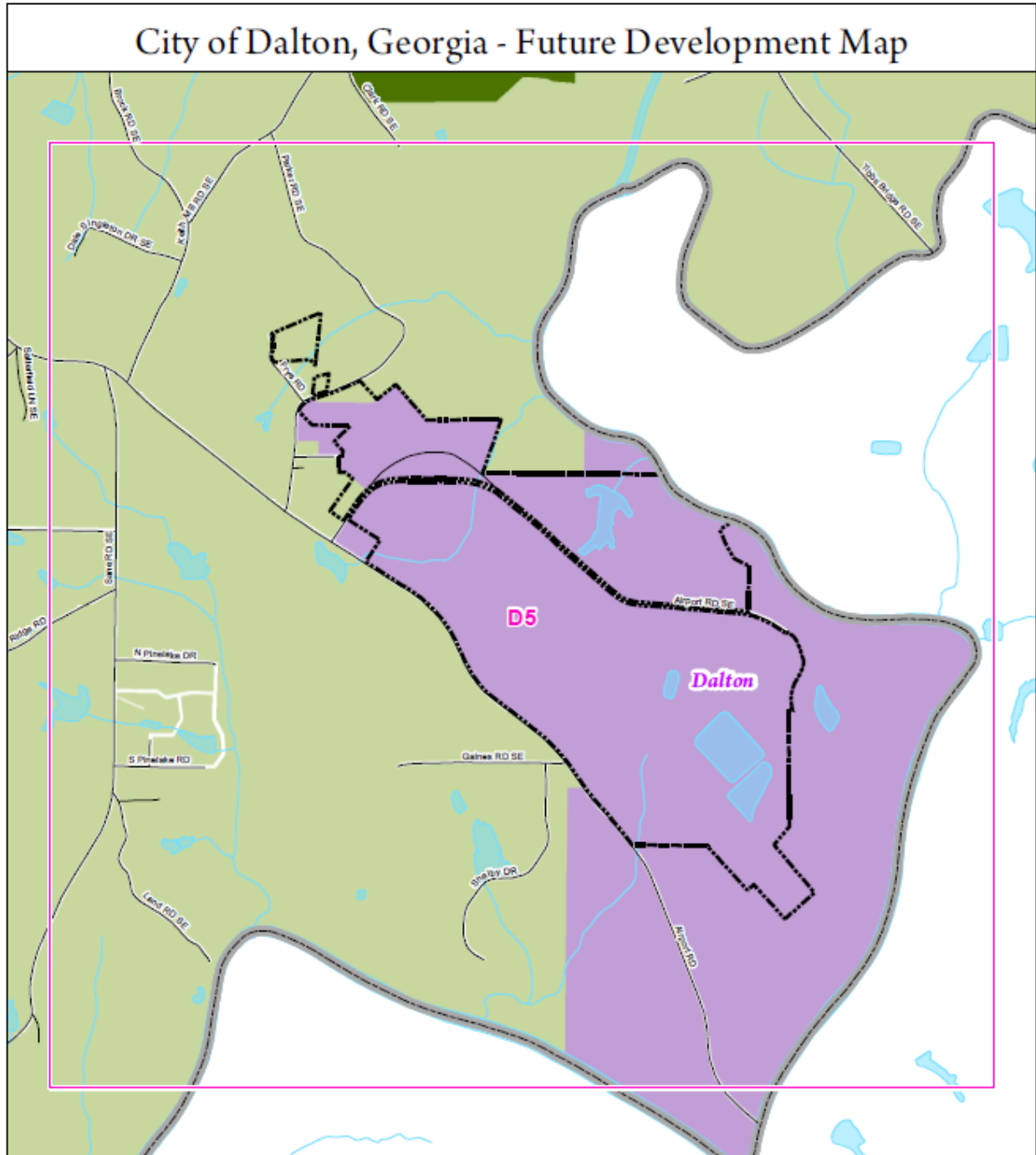
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Grid D3

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**Future Land Use Corridors**

■ Bypass Corridor ■ Rural Corridor ■ Transition Corridor

**Future Land Use Category**

■ Airport ■ Preserve ■ Rural/Agricultural Reserve

1 inch = 0 miles

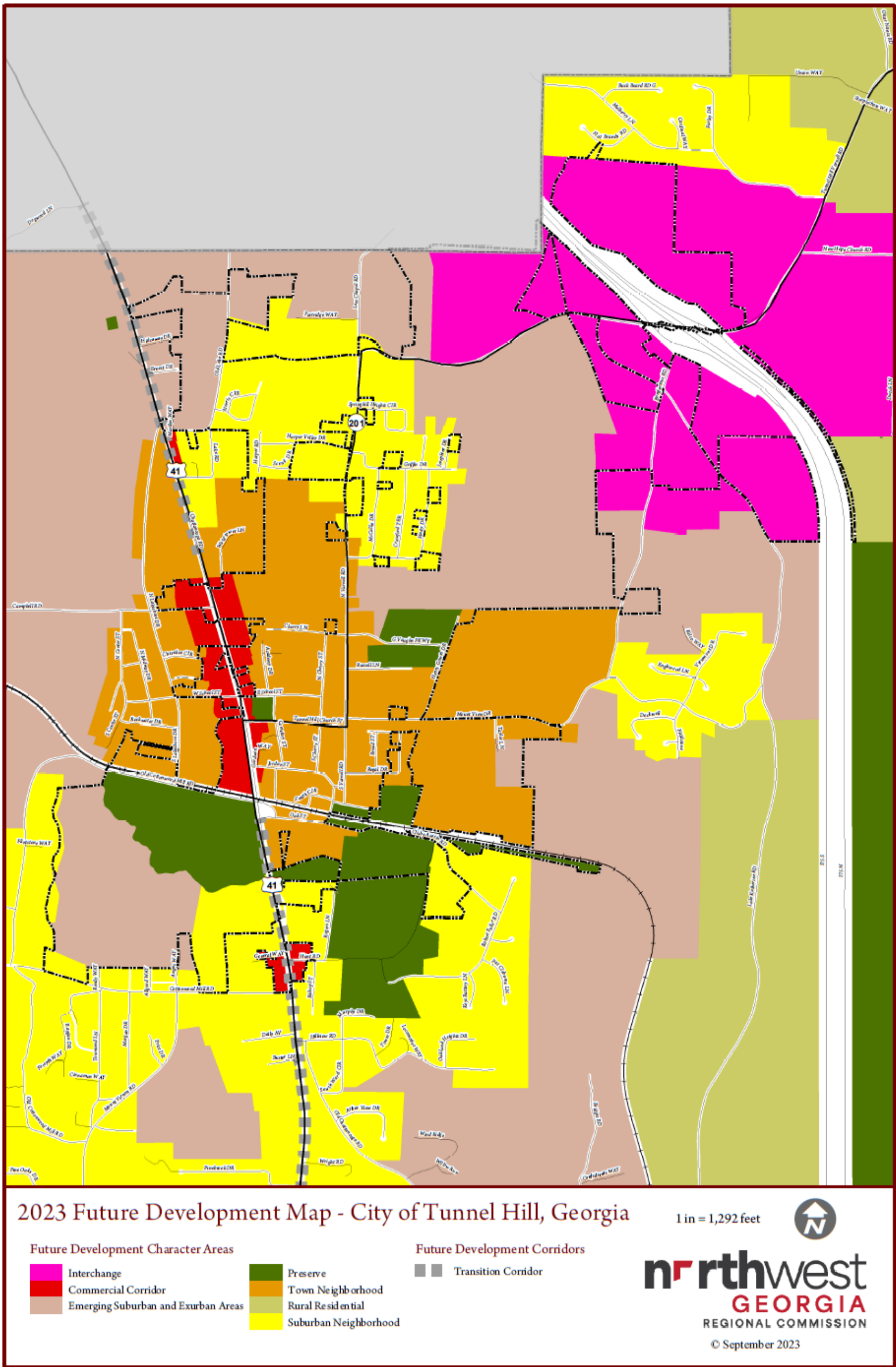


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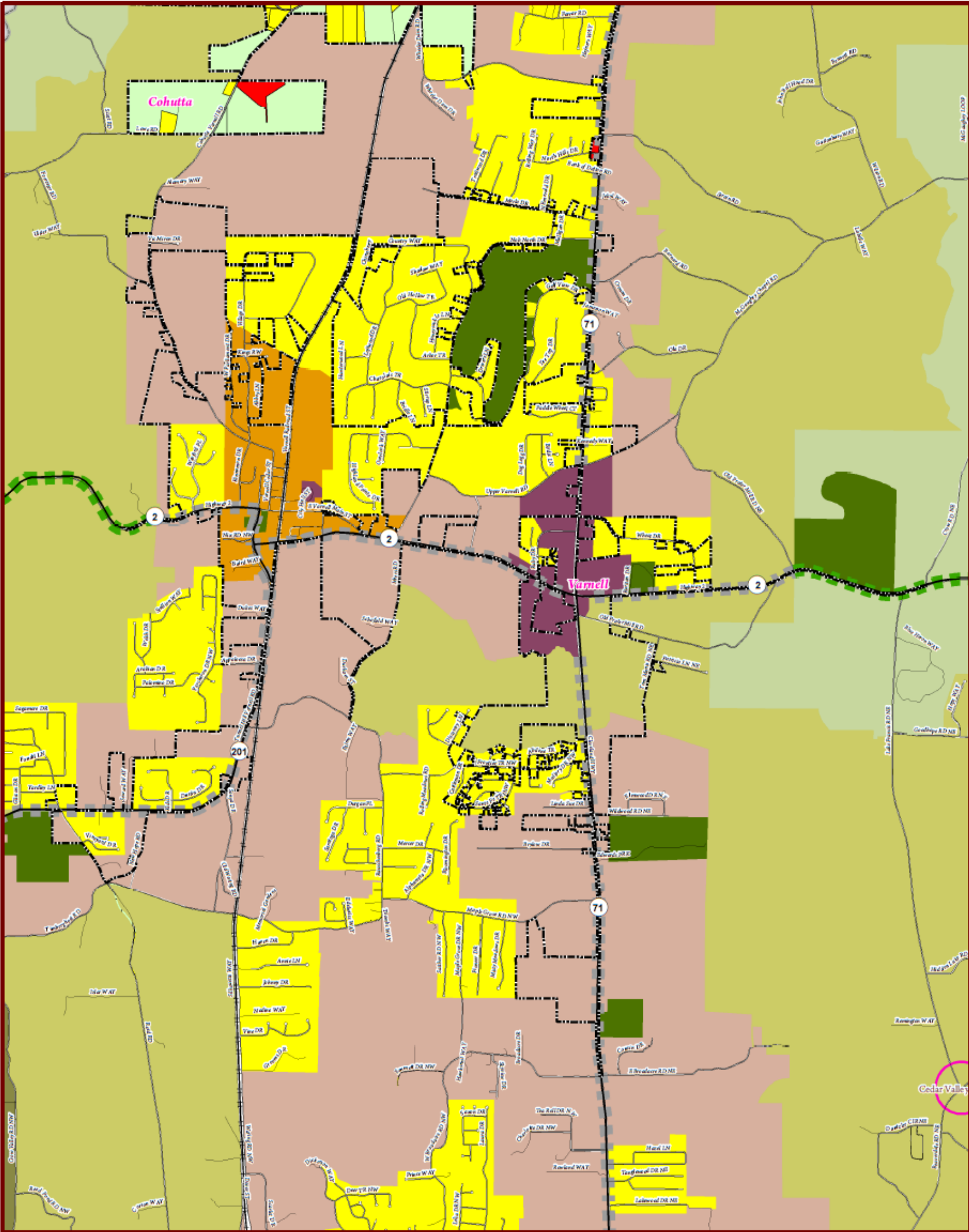
City of Tunnel Hill Future Development Map



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City of Vannell Future Development Map



2023 Future Land Use Map - City of Vannell, Georgia

**Cohutta Future Land Use**

- Agriculture/Forestry
- Commercial
- Industrial
- Parks/Recreation/Conservation
- Public/Institutional
- Residential - Single Family
- Transportation/Communication/Utilities

**Whitfield Co. Future Development Character Areas**

- Community Activity Center
- Emerging Suburban and Exurban Areas
- Preserve
- Town Neighborhood
- Ridge Conservation
- Rural/Agricultural Reserve
- Rural Residential
- Suburban Neighborhood

**Whitfield Co. Future Development Corridors**

- Rural Corridor
- Transition Corridor

1 in = 2,575 feet

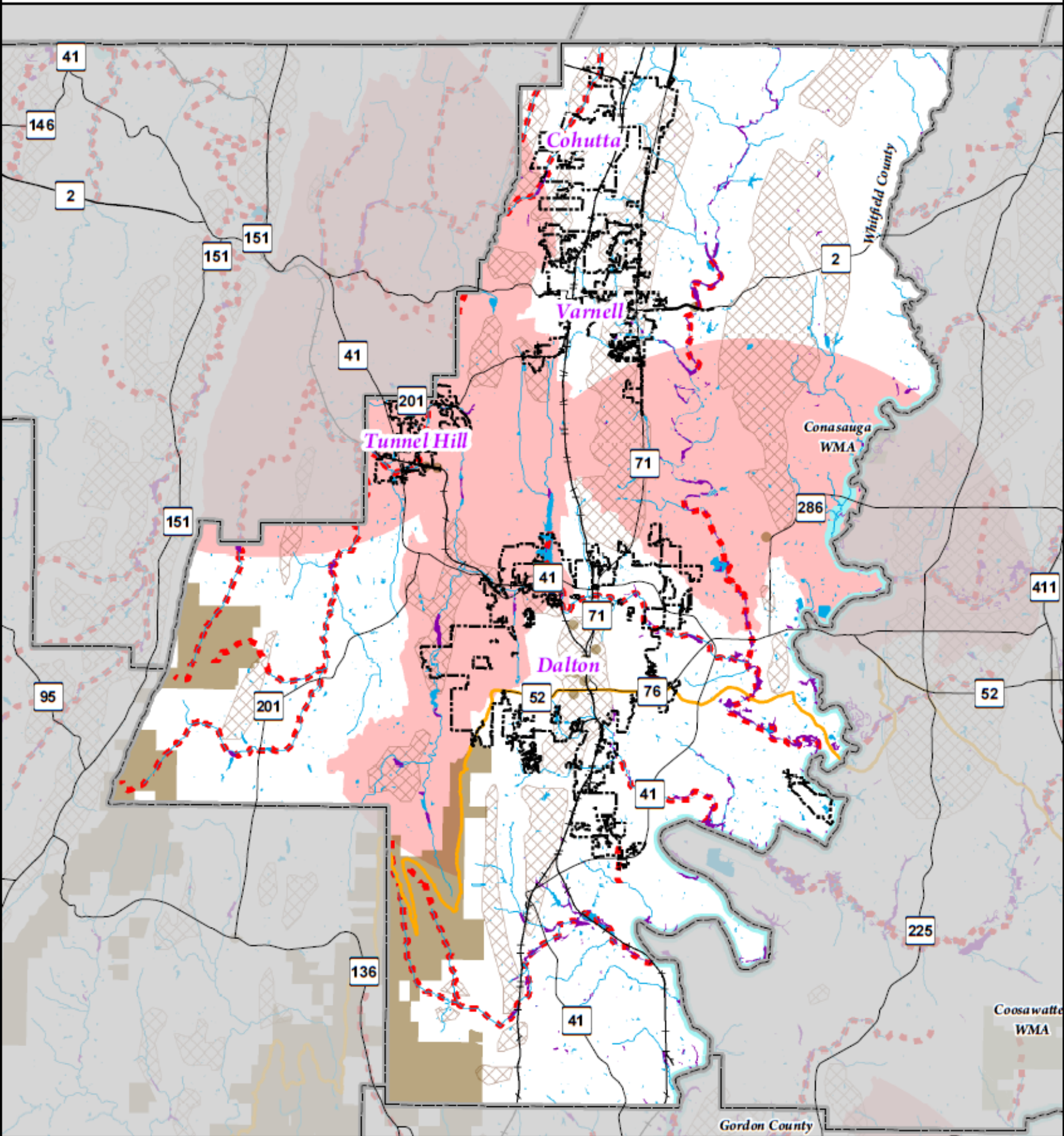
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Whitfield County, Georgia - Environmentally Sensitive Areas + Impaired Streams



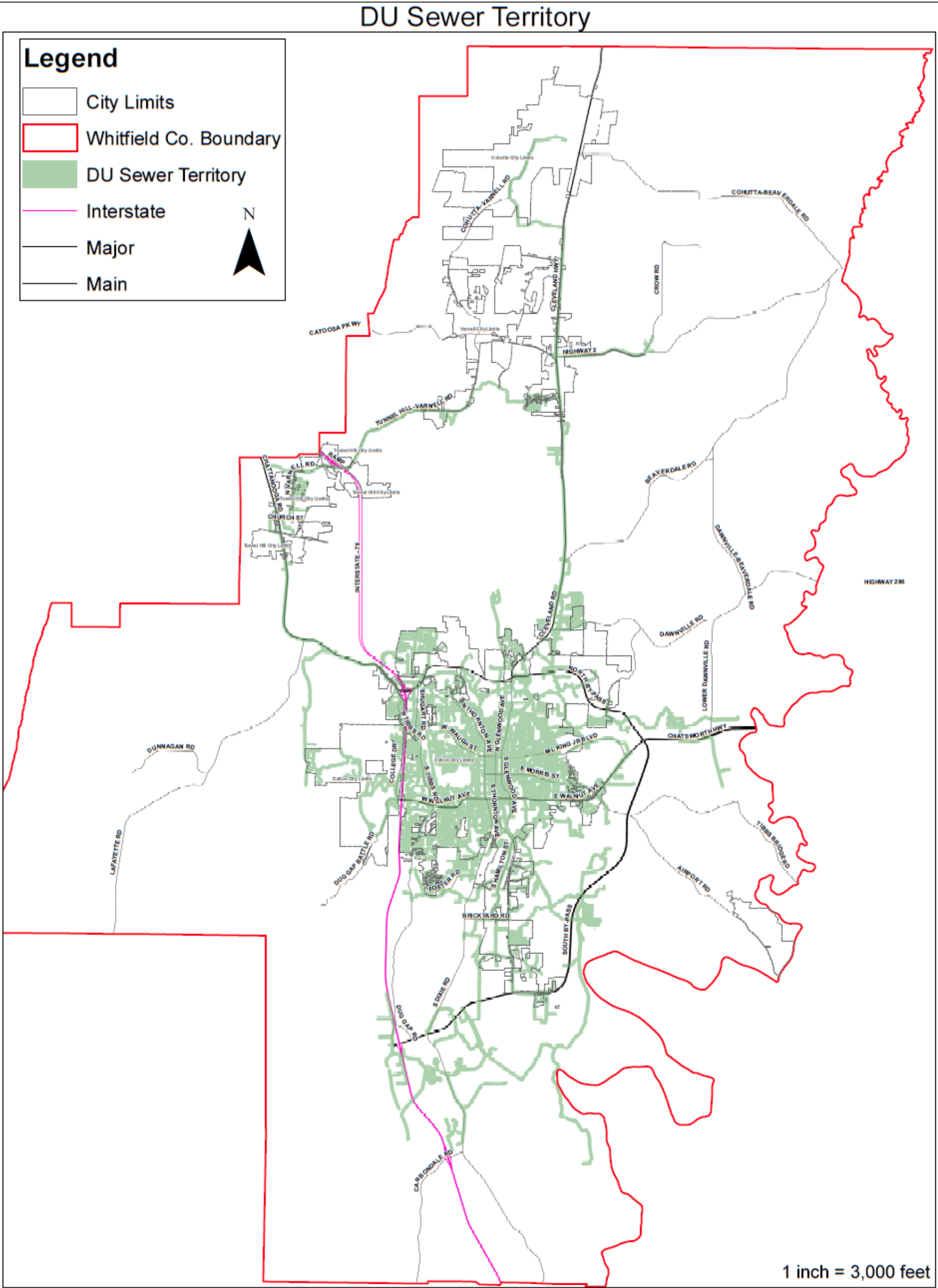
- ■ ■ ■ Impaired Streams
- Perennial Streams
- Pinhoti Trail
- Protected Rivers
- National Register of Historic Places
- Georgia DNR Wildlife Management Areas
- Groundwater Recharge Area
- Lakes & Ponds
- NWI Wetlands
- State Parks / State Historic Sites
- US Forest Service
- Water Supply Watersheds



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## COHUTTA'S FUTURE LAND USE

### Existing Land Use

Cohutta developed in the 19<sup>th</sup> century with the railroad, so the changing role of the railroad in the 20<sup>th</sup> century in Georgia from a passenger and freight delivery system providing a stop at a depot in Cohutta to purely a freight system with no stops in Cohutta left the town isolated from major transportation routes. Besides the railroad tracks themselves, there is very little land dedicated to transportation, communication, and utilities.



*Commercial business in Cohutta along Cleveland Highway (SR 71)*

At one time, the town's rural character and rustic charm allowed it to be a recreational getaway spot. In the late 19<sup>th</sup> and early 20<sup>th</sup> century when the railroads provided transportation, people came to Cohutta to relax and bathe in the springs. The existing land use map is shown in Figure 18. The area of the town is now comprised mostly of the two land use categories designated residential and agriculture/forestry, as shown by the existing land use acreage table (Table 3), with 29 percent in the residential-single family category and 58 percent in the Agricultural/Forestry category. Almost all of the housing is single family and much of it is on larger lots. The lot size is affected by the zoning regulations for the town, which were in turn designed to deal with soil types that do not work well for septic systems. A single family dwelling with a well and a septic system requires a 2 acre lot, while single family dwellings with public water and septic require a half acre lot. Since individual septic systems are the only means of treating sewage in town, most lots are sized at a half-acre or more. There are only three areas of multifamily housing on a total of 7 acres, probably because of the septic system limitations. These housing units appear dated and substandard.

There are a few businesses along the Cleveland Highway (Route 71) and in the town center along Wolfe Street. In the town center, empty buildings are evident, due in part to small lots that are inadequate for individual sewage disposal. Business opportunities nearer to work locations outside Cohutta also contribute to building vacancies.

There is very little functioning industry within the town limits. The Pilgrim Chicken Hatchery is the main industry, located on Cohutta-Varnell Road. In the mid-20<sup>th</sup> century a block plant operated along the rail line just south of the town center on Red Clay Road. The walls of this plant are still visible, a source of post-industrial blight that has given rise to discussions about viable alternatives.

Public facilities include the US Post Office, many churches, the Cohutta Elementary school, and a community building at Shugart Park that can be rented for events. The most notable public facility is the University of Georgia Cohutta Fisheries Center, located north of the town center on Red Clay Road. The station explores cutting-edge developments in fisheries. Cohutta is the only place in Whitfield County where such research is happening. Sturgeon for caviar production is the current focus. Many school groups, scout groups, and others come to the station to learn about biology and aquaculture. A small aquarium is open to the public for viewing fish native to North Georgia, and recreational fisherman are welcome to fish in some of the ponds. The research station property includes a picnic area across Red Clay Road with parking for several cars and a kiosk explaining the history of the area.



*Sturgeon used to study caviar production at Cohutta Fisheries Center*

Shugart Park, in the middle of town, has many amenities, including tennis courts, a walking track, a gazebo, a play structure, baseball fields, a concession stand, the above-mentioned community center, and a large parking area. Nearby recreational facilities include the Red Clay State Historic Park just across the state line in Tennessee. The park entrance is a mile and quarter from the north edge of town. This historically and culturally important park marks the location of the last seat of the Cherokee national government before the removal of the Cherokee Nation to lands in the west in 1838. A trail, or a bike/foot path connection between these two parks could be an asset to the town.

| Cohutta Future Land Use categories by area |          |          |
|--|----------|----------|
|  | Sq Ft    | Acres    |
| Agriculture/Forestry                       | 87066877 | 1998.78  |
| Commercial                                 | 2637191  | 60.54156 |
| Industrial                                 | 3626243  | 83.24709 |
| Park/Recreation/Conservation               | 518071.6 | 11.89329 |
| Public/ <u>Insitutional</u>                | 5220954  | 119.8566 |
| Residential Single Family                  | 46231132 | 1061.321 |
| Residential Multi Family                   | 1051633  | 24.14217 |
| Transportation/Communication/Utilities     | 400001.3 | 9.182767 |

### Land Use categories:

**Residential, single-family.** The residential land use category is dominated by single family dwellings on lots approximately one acre in size. This land use category makes up 29 percent of the land within Cohutta town limits.



*Single family residential housing on Cohutta-Varnell Road*

**Residential, multi-family.** Buildings containing two dwelling units or more are located on this land use category. Of all the land use categories in Cohutta, this occupies the least acreage, 0.3 percent of the land within Cohutta town limits.



*Multi-family residential housing on Mount Olivet Drive*

**Commercial.** Land in this category is used for non-industrial businesses, including retail sales, office, service and entertainment.



*Retail store, Wolfe Street*

**Industrial.** This category includes land used for manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining and mineral extraction activities, and other similar uses.



*Pilgrim chicken hatchery on Cohutta Varnell Road*

**Public/Institutional.** Public buildings and other facilities owned by the federal, state, or local government fall into this category as well as institutions that are not for profit.



*University of Georgia Cohutta Fisheries Center*

**Transportation/Communication/ Utilities.** Land in this category includes major transportation routes, railroad facilities, radio towers, and power generation plants.



*Norfolk Southern rail lines going north out of Cohutta*



**Parks/Recreation/Conservation.** This land use category includes areas dedicated to active or passive recreational uses. This includes privately or publically owned playgrounds, parks, nature preserves, wildlife management areas, national or state forests, golf courses, and recreation centers.



*Shugart Park at Cohutta Elementary School*

**Agricultural/Forestry.** Land in this category includes fields, pastures, feedlots and farmsteads used for farming, and forest areas used for commercial timber or pulpwood harvesting. This is the largest land use category within Cohutta's town limits.



*Agricultural field and forest on Wolfe Street*

### Future Land Use

When constructing this future land use map, staff consulted the future land use map from the last comprehensive plan (2018) in which Cohutta participated. The future land use map, from the 2018 Joint Comprehensive Plan, is not drastically different from the 2023 future land use map indicating that rates of change are predicted to be gradual in Cohutta. In fact, it varies little from the 2001 plan's future land use map. This supports our predictions for limited change for Cohutta in the next decade.

The acreages in each land use category are shown on page 85. In general, in keeping with the desire to maintain the rural, agricultural aspect of the town, large areas of agricultural land remain within the city limits in this future land use map. There has been, however, a slight decrease in agricultural land in Cohutta over the past 20-years due to individual tracts of land being developed for single-family residential housing.

An area of multifamily residential housing designated on the north side of Wolfe Street near the school was on the 2001 future land use map and is included on this map. The area is deemed a suitable location for multifamily housing, especially now that public sewerage has been expanded into the Cohutta area.

The commercial node at Wolfe Street and the Cleveland Highway is expanded, but not as much as it was in the future land use map of 2001. Current development contrasts with the future land use map of 2001, which carried commercialization further to the east of the Cleveland Highway. That anticipated development did not occur; commercial development remains slow and is predominantly focused on the redevelopment of vacant commercial buildings within the town center.

A slightly larger commercial node where Strain Road enters the Cleveland Highway is shown on the future land use map. More of the core, or "downtown" area of Cohutta has been classified as commercial, including two lots on the west side of the railroad track. A revitalization of Cohutta's town center began in 2019 due to the expansion of public sewerage that was enabled by Appalachian Regional Development funding in order to serve the nearby poultry hatchery. Since the public sewerage expansion, Cohutta's largely vacant and blighted town center has become a target of investment by several local entrepreneurs. Despite the challenges resulting from the Covid-19 Pandemic, Cohutta's town center has continued to revitalize and thrive. While the underlying commercial land use classifications may not change in the town center, the economic and aesthetic of the town center are expected to see continued investment and redevelopment throughout this planning period.

An option for future growth in Cohutta for population as well as land area is available through annexation. History has shaped the town thus far and the one-hundred percent method, where owners of local property specifically request annexation, is the most-used annexation method. Properties generally must touch the existing corporate boundary by at least fifty feet to meet eligibility requirements. Growth southward has the most potential to increase population due to existing subdivisions in that area as well as available land suitable for development. Growth to the northwest could also add area.





# RURAL BROADBAND

## Introduction

Access to high-speed Internet has become a necessity for business and greatly improves the quality of life for residents. In 2015, the Federal Communications Commission set the definition of high-speed internet, or broadband, at 25 megabits per second for download, (downstream) and 3 megabits per second for upload (upstream). The state of Georgia used this definition as a benchmark for high-speed Internet service in Senate Bill 403, which was passed to become the “Achieving Connectivity Everywhere (ACE)” Act in spring 2018. This Act has allowed for the creation of the Broadband Ready Program to help communities bring high speed internet service even to the most rural areas. Whitfield County, Cohutta, Tunnel Hill, and Varnell would like to participate in the Broadband Ready Community program because they see a real need to facilitate better Internet connectivity for all residents, regardless of how remote their homes are. Therefore, this broadband element is being added to the comprehensive plan, and three work program items have been added for each government.

- The first item is a commitment to pass a broadband ordinance covering the process of providing broadband to all residents.
- The second item states that they will participate in the Broadband Ready Community Program, with its adopted ordinance, and



*Many students are tasked with homework requiring internet access. For those students living in rural areas internet access is often limited or altogether unavailable*



*In the age of wireless connectivity, invisible to the naked eye, costly physical infrastructure is required to provide reliable, high-speed broadband. This infrastructure primarily consists of buried fiber optic cable as shown above*

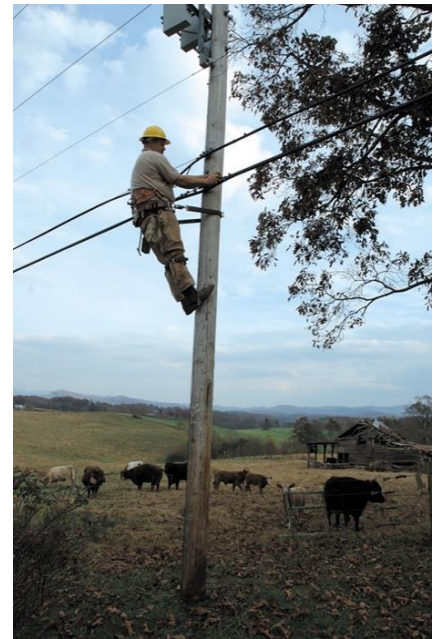


### Investment in Unserved Areas

Broadband infrastructure investment decisions are business-case based. They must provide a sustainable and positive ROI for providers to expand into unserved areas. The GBDI planning team partnered with local governments and provider partners on a plan to address unserved areas. Recommended strategies or policies must either lower broadband investment costs or provide financial assistance to broadband in unserved areas so that they can be served and become economically self-sustaining.

### Access to Funding

The capital cost to provide broadband services to all unserved areas in Georgia is estimated at over one billion dollars. The deployment of broadband to unserved areas statewide will require significant access to funding. While a statewide grant program will make an impact to some unserved areas, widescale change could require a broad spectrum of funding incentives and mechanisms. By being designated as a broadband ready community, Whitfield County would have a competitive advantage when seeking broadband infrastructure expansion funding.



*Telecommunications tech working on infrastructure in rural Northwest GA. Photo courtesy of Ellijay Telephone Co.*

### Public-Private Partnerships

Public-private partnerships (P3) could play a critical role in bringing sufficient broadband to unserved areas. The legislation currently includes the use of P3 models on GDOT Interstate rights-of-way along Georgia interstates. These partnerships could take a variety of forms and could include coapplying for funding, working with providers to create carrier neutral locations and facilities, providing greater access to rights-of-way, providing incentives to providers to lower costs, or creating efficiencies to accelerate broadband deployment. There are examples in other states where governments and providers have partnered to increase broadband availability, and they will also be evaluated.

### Broadband Model Ordinance

To assist local governments with the process of developing a useful local ordinance to encourage broadband investment and expansion, GBDI worked in collaboration with local governments and providers to develop a model ordinance. The purpose of the model ordinance is to demonstrate that the local

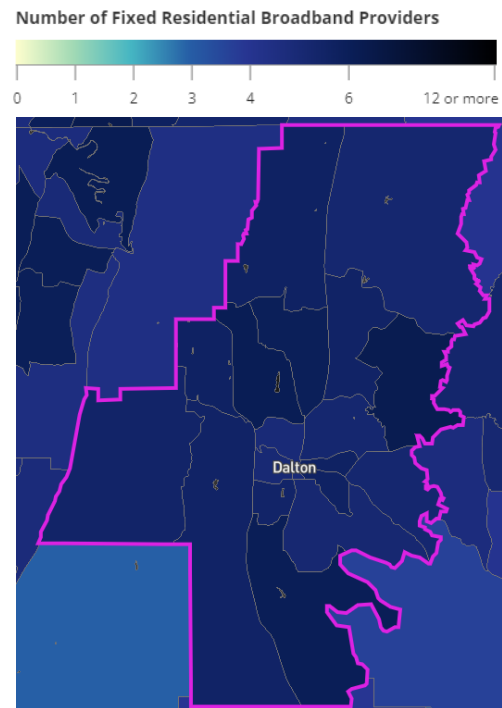
government has taken steps to reduce obstacles to broadband deployment. The model ordinance has already been adopted by several communities in Georgia. Whitfield County and the municipalities of Cohutta, Dalton, Tunnel Hill, and Varnell plan to adopt the Broadband Model Ordinance as an action step to ensure that broadband deployment is not hindered in the community.

### Federal Broadband Programs

The USDA Community Connect Program exists to provide financial assistance in the form of grants to eligible applicants that will provide, on a “community-oriented connectivity” basis, broadband service that fosters economic growth and delivers enhanced educational, health care, and public safety benefits. The application window is currently open.

The USDA ReConnect Program is designed to bring internet service to parts of rural America that have been traditionally hard to reach by providing grants, loans, or grant/loan combinations to entities seeking to deploy broadband services in unserved or severely underserved regions. Within the USDA ReConnect funding application, projects can be awarded as many as 20 State Activity Points. The Georgia Broadband Office is offering technical assistance to USDA applicants by providing the Georgia Broadband Development Initiative Plan and a letter of support from the Governor.

Both the USDA Community Connect and ReConnect programs base the applicant’s eligibility on several factors including the Federal Communication Commission’s (FCC) 477 Broadband Map.

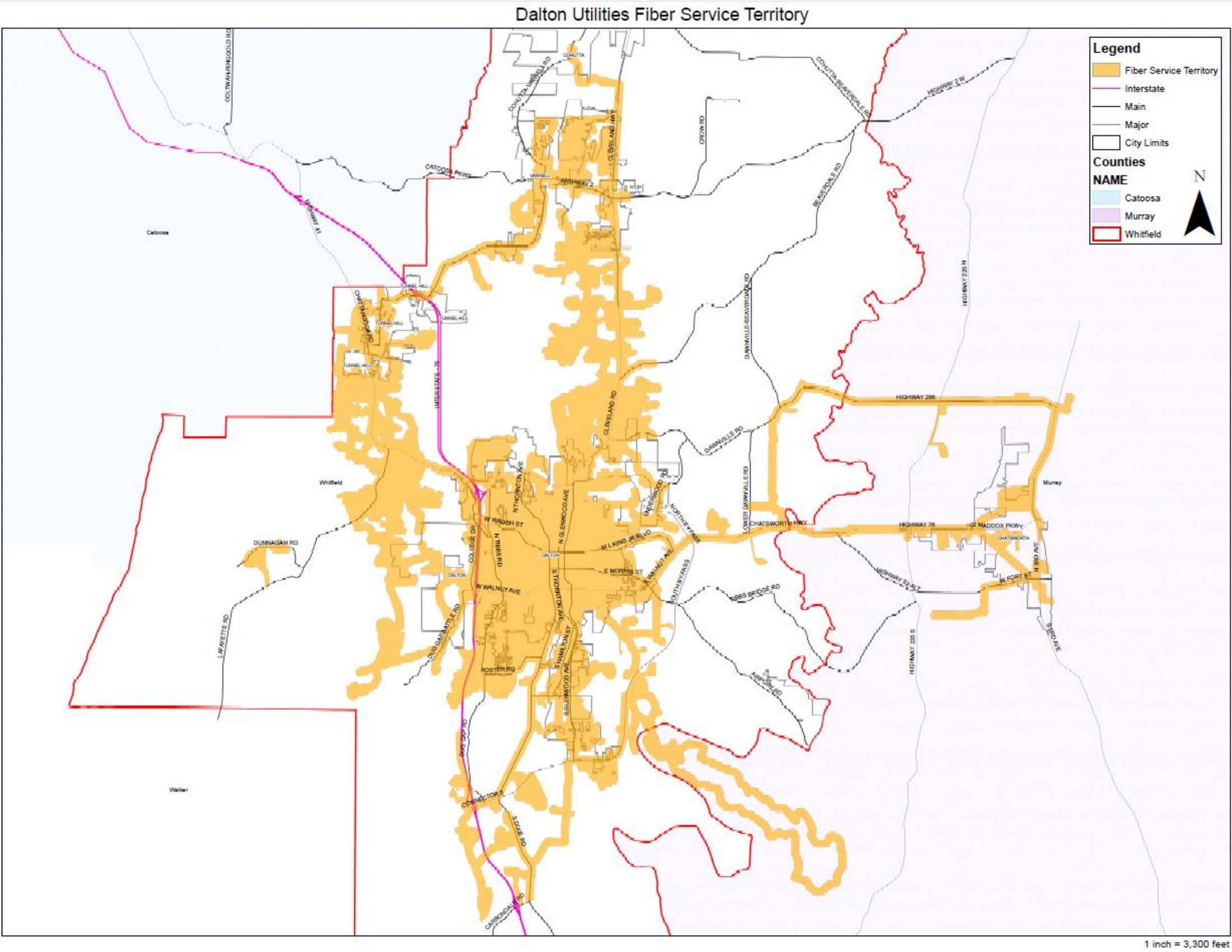


FCC Form 477 Fixed Broadband Deployment Data

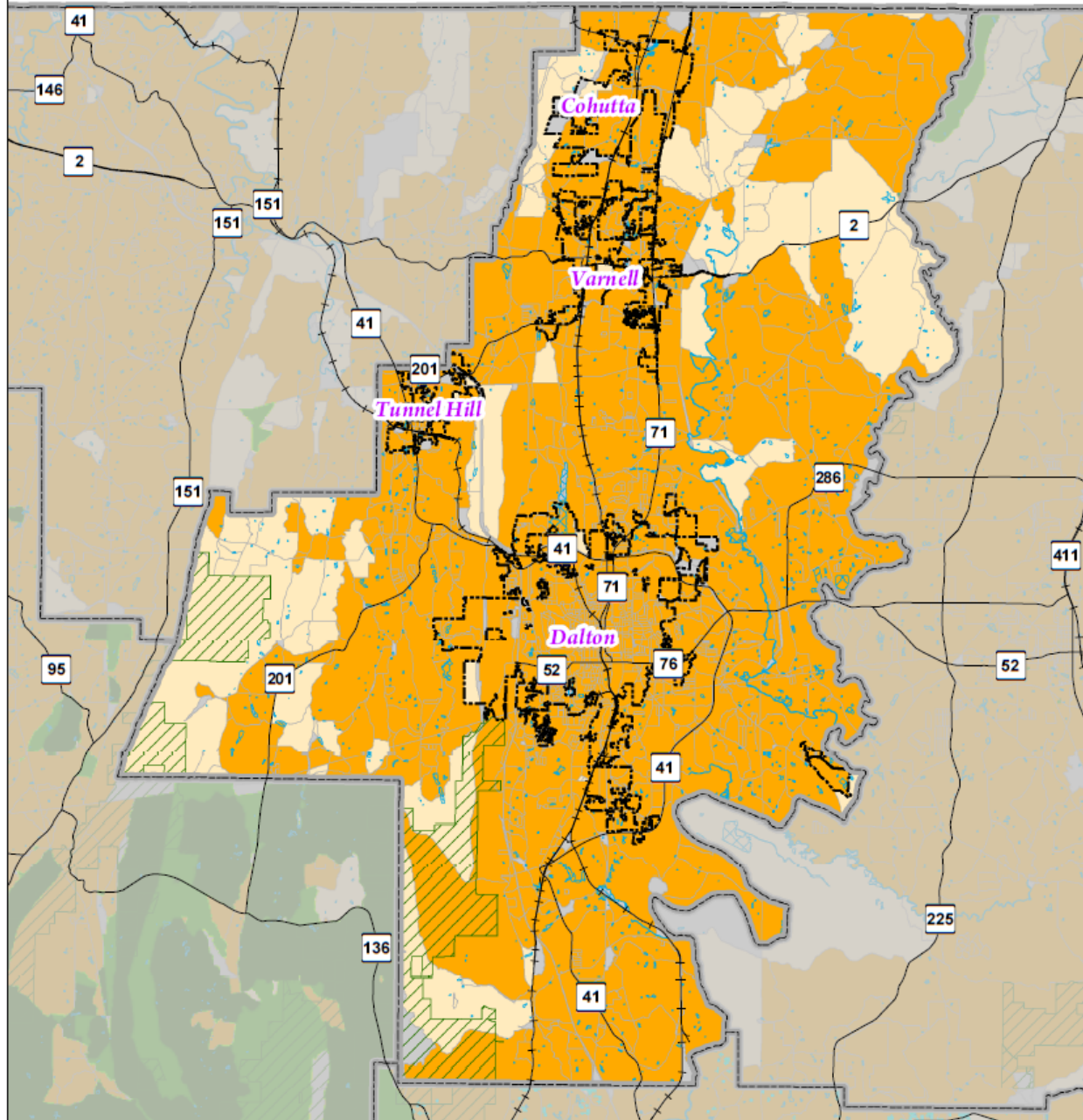
### Local Broadband Providers

Whitfield County’s primary utility provider, unlike many rural communities, offers high speed broadband along with their other conventional utilities. This broadband network is built on fiber optic infrastructure that is owned and operated by Dalton Utilities Optilink division. While there are other internet providers in Whitfield County, the following map illustrates a common trend related to broadband infrastructure. It is typical for broadband providers to locate their costly infrastructure only where population density is high enough to create a prudent return on investment. Optilink will soon be completing a fiber optic extension to the Town of Cohutta which will be the first existence of high-speed broadband in the rural town and will be available for both public and private use. Dalton Utilities began the practice of burying conduit in concert with sewer expansions several years ago, which enables expeditious deployment of fiberoptic cable when funding is available for future expansion. The following page illustrates the geographic service area related to Optilink’s fiber network, but the Dalton Utilities map does not account for other broadband service providers in Whitfield County.








## Whitfield County, Georgia - Broadband Availability Map





-  Lakes & Ponds
-  State Park, US Forest Service and WMAs

### GBDI Census Block Status\*

-  No Locations
-  Served
-  Unserved

### Broadband Grant Programs

-  FCC RDOF (Terrestrial)
-  ARPA Grant Projects

\* Georgia Broadband Deployment Initiative (GBDI) data as of June 2023.



1 inch = 3 miles

**northwest**  
**GEORGIA**  
REGIONAL COMMISSION

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This is a product of the Northwest Georgia Regional Commission Geographic Information System Services, 503 West Wagh Street, Dalton, Georgia 30720, (706) 272-2300, www.nwgrc.org. This map is a representation of features displayed and does not constitute a legal representation of anyone's features. This product may not be used or reproduced without the NWGRC logo, name and disclaimer being displayed.

# HOUSING

## Demographic Analysis

### Population Growth

In the years since the last housing study was conducted, Dalton's population grew.

Between 2017 and 2021, Dalton's population grew by over 700 residents.



Data Source: U.S. Decennial Census, 2010, 2020, ACS 5-Year Estimates, 2017, 2021



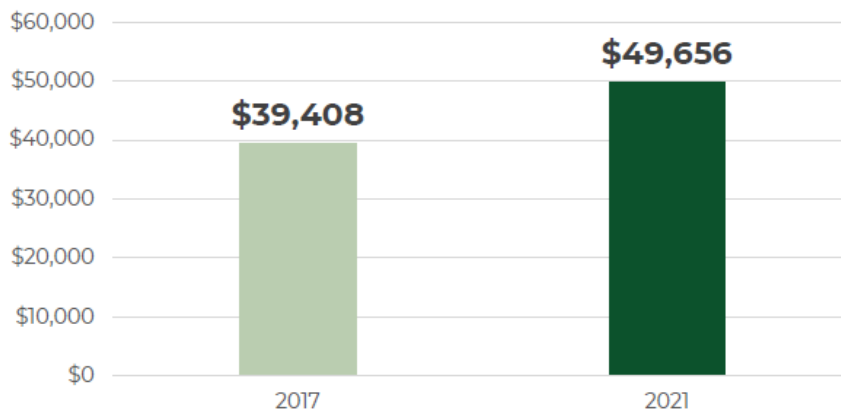
# Demographic Analysis

## Household Income

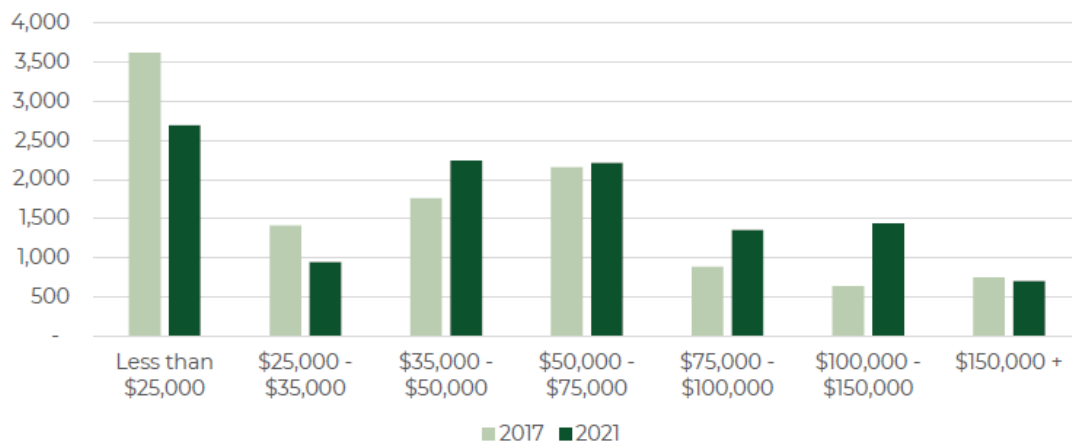
**From 2017 to 2021, Dalton's median household income rose substantially. Dalton's median household income grew by over \$10,000 over a 5-year period.**

The rise in incomes is further evidenced by household income distributions, where the largest gains were in households earning between \$100k and \$150k. The largest declines are in households with the lowest incomes.

Median Household Income, 2017 vs. 2021



Household Income Distribution, 2017 v. 2021



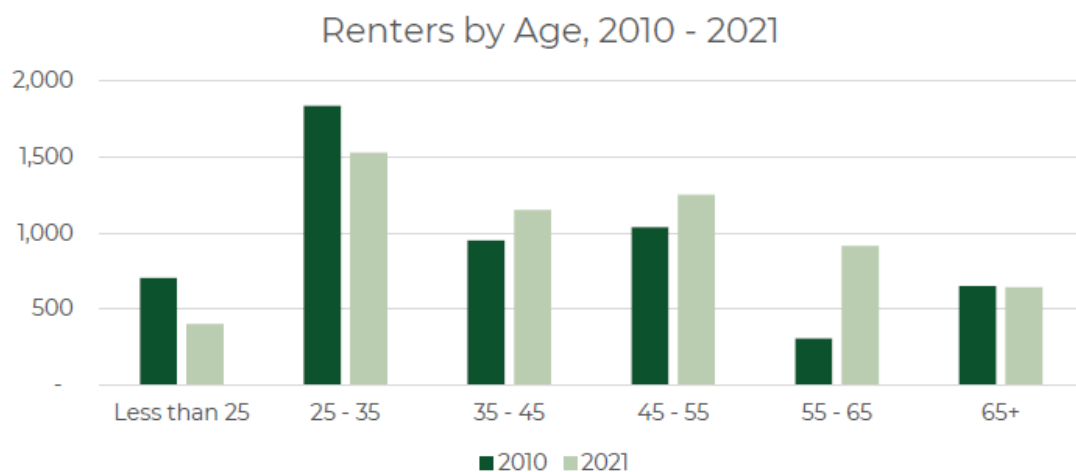
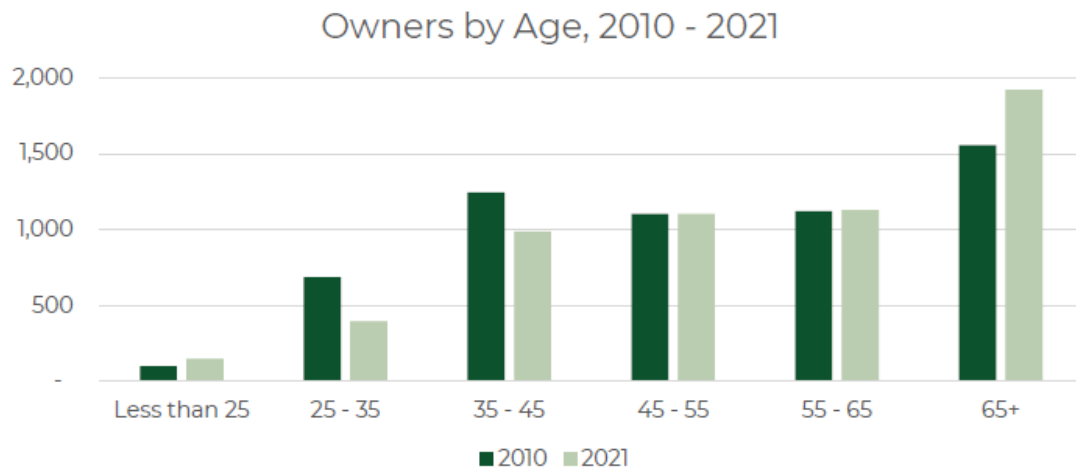
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

# Demographic Analysis

## Tenure by Age

**The only age cohort to experience a net increase in homeownership since 2010 was households older than 65. In all other age groups, homeownership was either stagnant or in decline.**

Among renter households, there was an increase in households between the ages of 35 and 65. The largest increase in rentership was among households between 55 and 65. During this period, rentership decreased among households younger than 35.



Data Source: U.S. Census ACS 5-Year Estimates, 2010, 2021

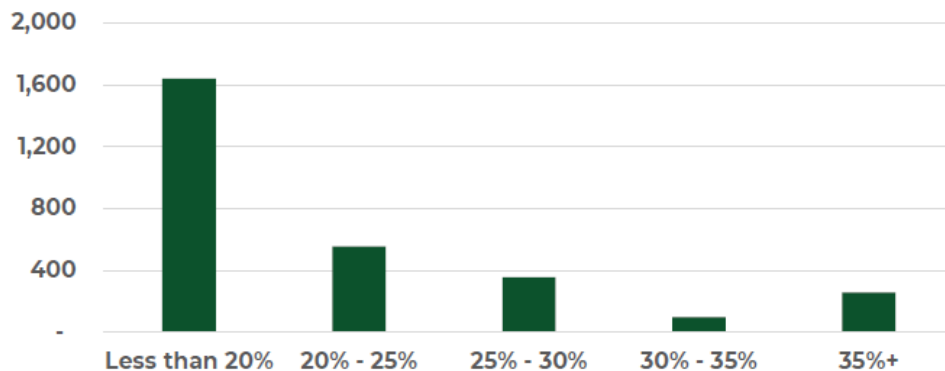
# Demographic Analysis

## Cost-Burdened Homeowners

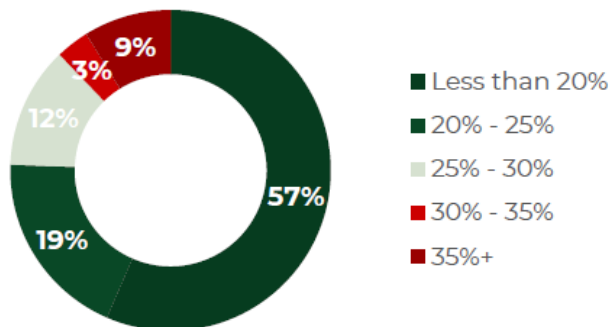
A household is cost-burdened if they spend more than 30% of their income on housing and housing-related expenses and severely cost-burdened if they spend more than 50% of their household income on housing and housing-related expenses. Cost-burden and severe-cost burden contribute to housing instability and ensure that households have less income to spend on other necessities like food, transportation, and medical expenses.

**A majority of homeownership households (with a mortgage) in Dalton are well below the cost-burden threshold.** More than half of homeownership households in Dalton spend less than 20% of their monthly household income on housing-related expenses.

Owner's Housing Costs as a % of Household Income, 2021



Owner's Housing Costs as a % of Household Income, 2021



Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

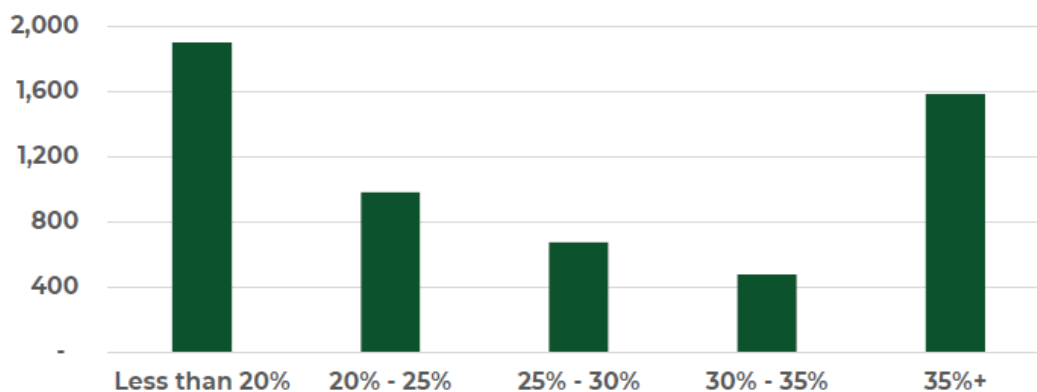
# Demographic Analysis

## Cost-Burdened Renters

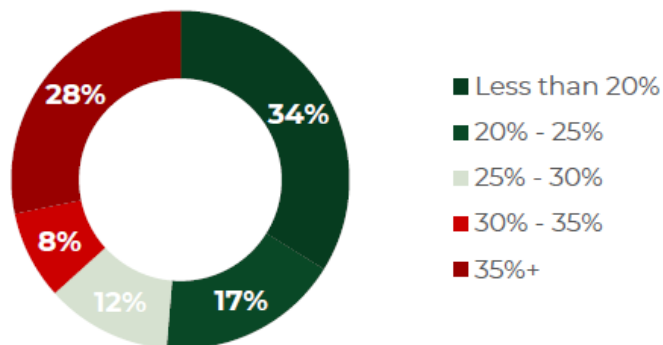
Cost-burden has many negative impacts on households and affects renters and low- and moderate-income households more severely. Cost-burdened households are more likely to experience housing instability and have higher risks for eviction, homelessness, food insecurity, truancy for school-aged children, and a variety of negative physical and mental health impacts.

More than one out of every three renter households in Dalton are cost-burdened.

Renter's Housing Costs as a % of Household Income, 2021



Renter's Housing Costs as a % of Household Income, 2021



Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

# Demographic Analysis

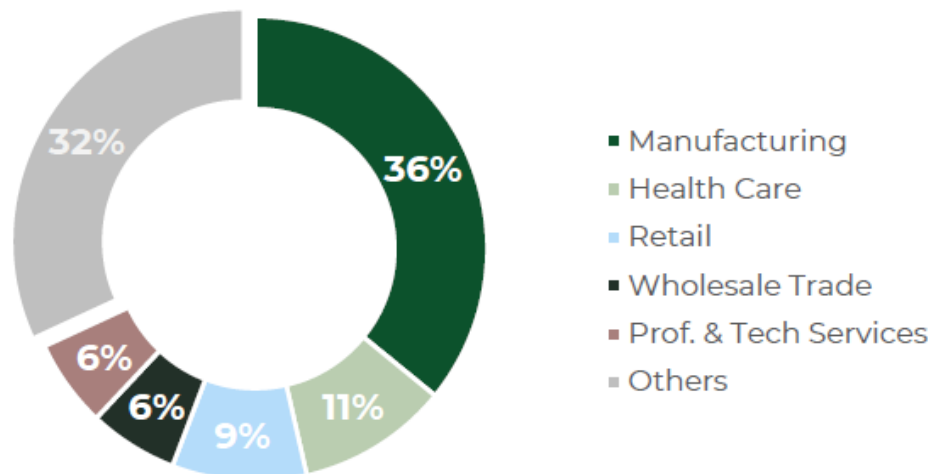
## Employment, Wages, & Housing Cost

The top 5 industries by employee count in Whitfield County represent more than two-thirds of all jobs in the county.

The table below illustrates those top 5 industries, the average wage, how the average wage has changed over the last 5 years, and what the average worker could spend on housing using 30% of their income.

| Industry Sector     | Avg. Wages | Rent Budget | For-Sale Budget |
|---------------------|------------|-------------|-----------------|
| Manufacturing       | \$48,800   | \$1,220     | \$195,000       |
| Health Care         | \$60,600   | \$1,510     | \$242,000       |
| Retail              | \$33,600   | \$840       | \$134,000       |
| Wholesale Trade     | \$56,400   | \$1,410     | \$225,000       |
| Professional & Tech | \$73,000   | \$1,820     | \$292,000       |

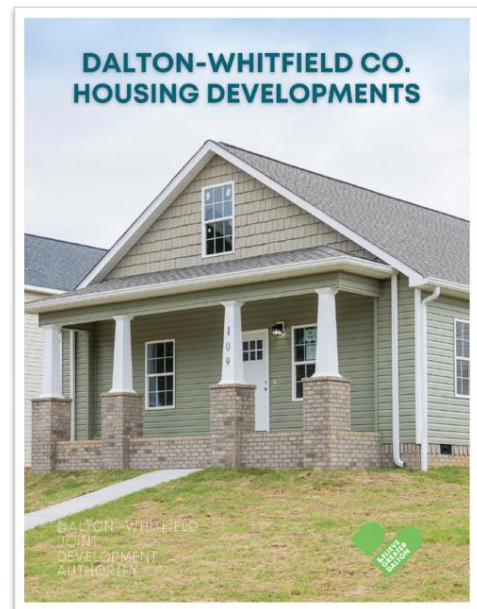
Top 5 Countywide Industries by Employee Count



## Housing Supply Analysis

### Recent Development Analysis

- We analyzed the recent developments using the work from the Dalton-Whitfield Joint Development Authority that compiled new housing permits from 2018 to 2021.
- Several trends emerged based on:
  - Location
  - Total permitting numbers
  - Housing Types
  - For Sale vs. Rental
  - Price Points

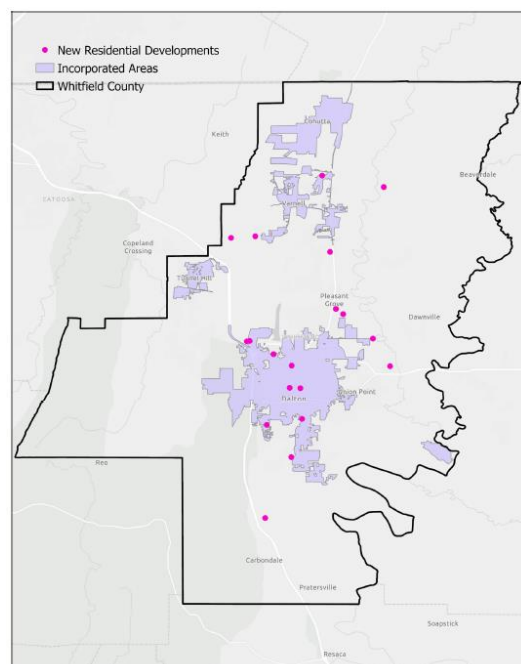


Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

### Residential Pipeline

- There are nearly 1,300 residential units that have been permitted in Greater Dalton since 2018.
- Most of the development gravitates around the City of Dalton – either around the periphery or dispersed within the city's boundary.
- 21% of the permitted units are located within the incorporated limits of Dalton, the remaining 79% of the units are located in the outlying areas of Whitfield County.
- Many of these residential developments are planned in areas just barely beyond the incorporated limits of the City of Dalton.

Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce



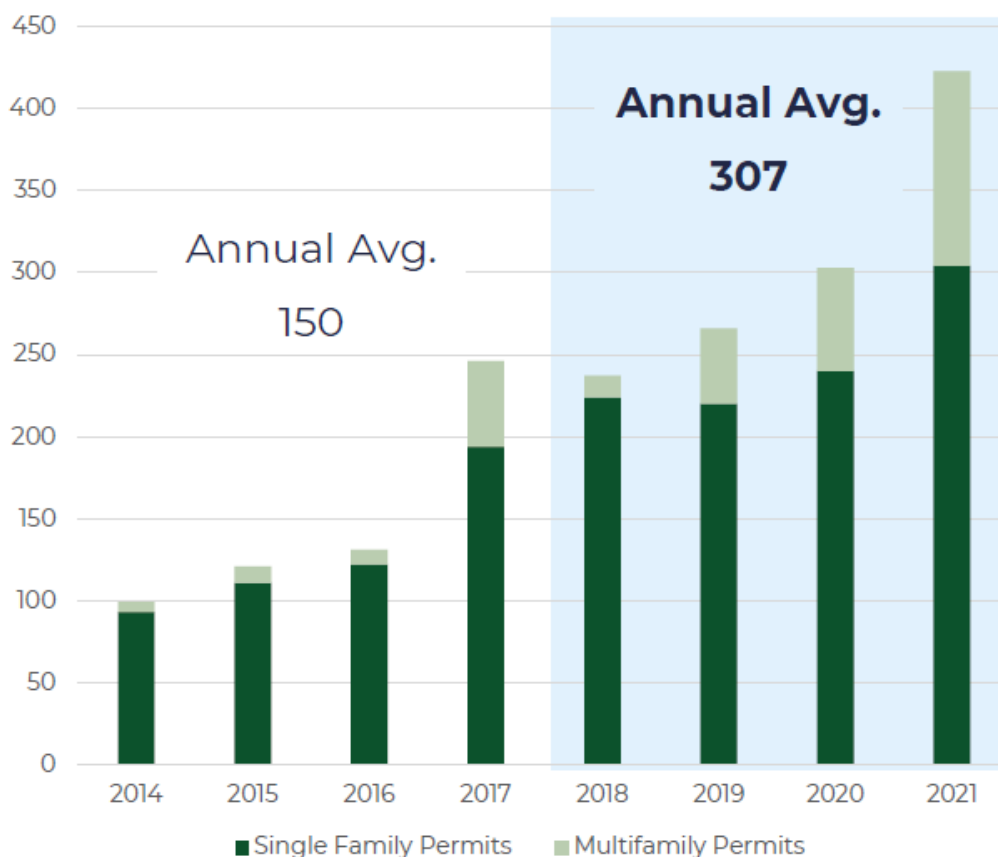


# Housing Supply Analysis

## Permitting

- Total permitting numbers post-2018 have doubled the permitting numbers of the years prior.
- Greater Dalton's permitting has been the most active and robust since the Great Recession.
- The growth in permits is due to a significant increase in both single-family and multifamily developments.

Residential Permits by Type, 2014-2021



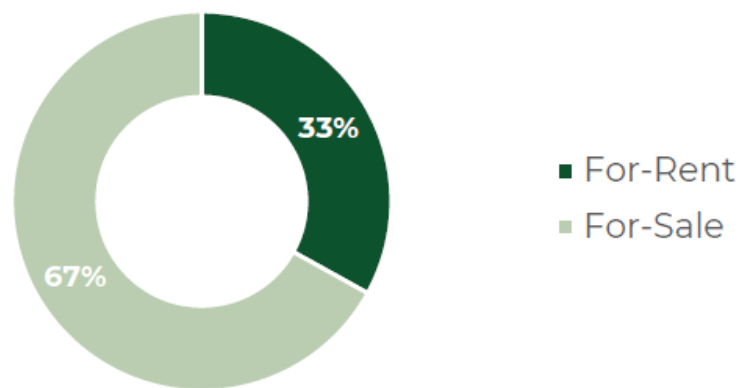
Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

## Housing Supply Analysis

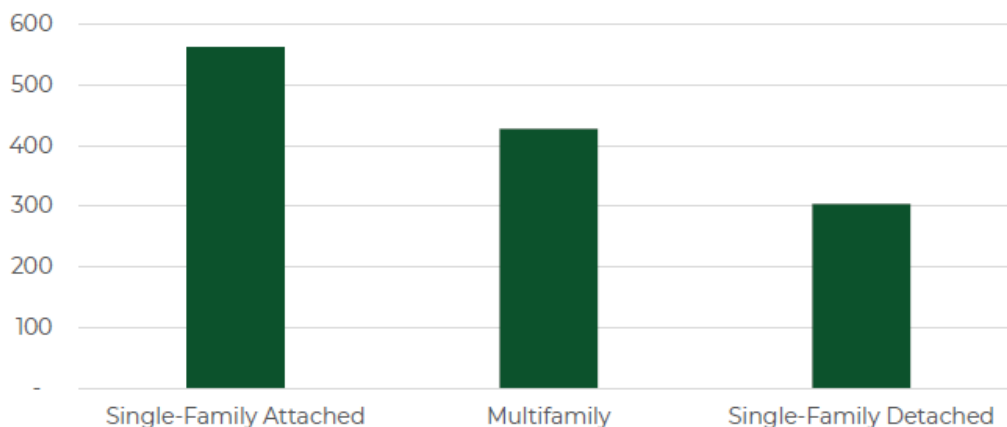
### Housing Types & Tenures

- Based on permitting data, two-thirds of new developments since 2018 have been for sale, while the remaining third have been for rent.
- Single-family attached products have been the most-permitted housing product post-2018.

Permitted Units for Purchase & Lease



Housing Types by Units Permitted



Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

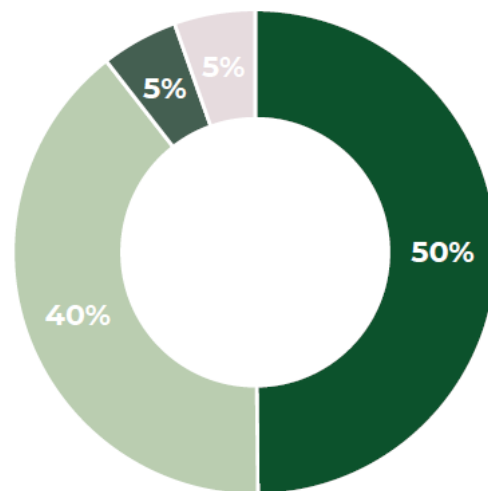
# Housing Supply Analysis

## Housing by Household Income

- Analyzed price data on the developments that have been built and sold/leased since 2018.
- Calculated what a “typical” household would need to earn in order to afford each of the products – using 30% of their household income.

| Household Income | Rent Budget       | For Sale Budget  | Percentage of Units Permitted Post-2018 |
|------------------|-------------------|------------------|---|
| Less than \$50k  | Less than \$1,250 | Less than \$175k | 0%                                      |
| \$50k - \$75k    | \$1,250 - \$1,875 | \$175k - \$260k  | 50%                                     |
| \$75k - \$100k   | \$1,875 - \$2,500 | \$260k - \$350k  | 40%                                     |
| \$100k - \$150k  | \$2,500 - \$3,750 | \$350k - \$525k  | 5%                                      |
| \$150k +         | \$3,750 +         | \$525k +         | 5%                                      |

Percentage of Permitted Units Attainable by Household Income



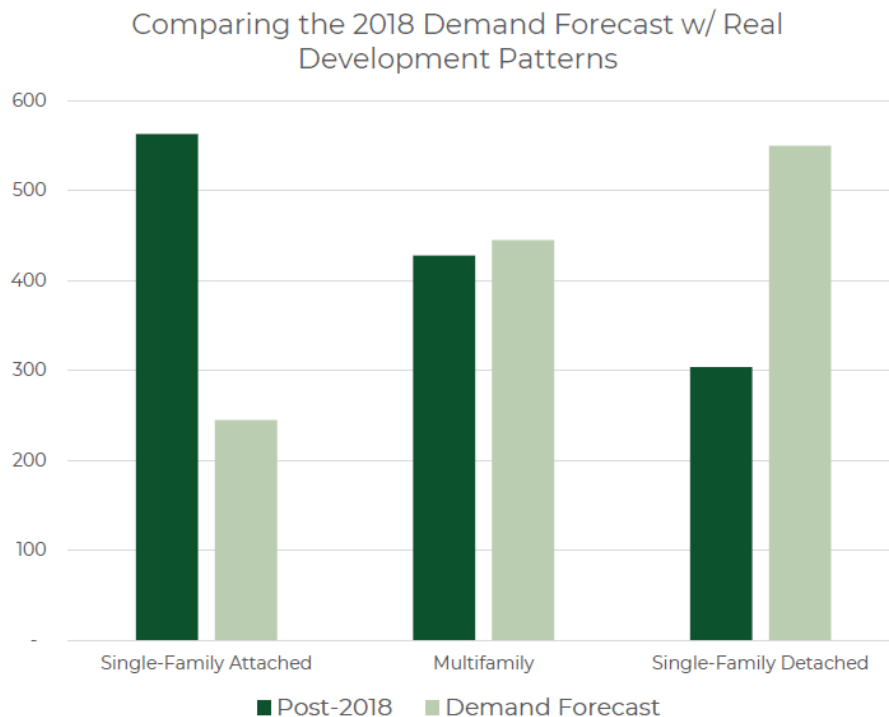
- \$50k - \$75k
- \$75k - \$100,000
- \$100k - \$150k
- \$150k +

Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

# Housing Supply Analysis

## 2018 Housing Demand Retrospect

- “The right home for the right price” – the driving philosophy behind “market segmentation”.
- The 2018 report forecasted that the Greater Dalton housing market could absorb 150-160 new for-sale units and 90-100 new rental units annually between 2019 and 2024. This amounts to 1,200 – 1,300 new housing in 5 years.
- Since the 2018 report, there have been 1,295 new units permitted, according to the JDA’s report.



Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

# Housing Supply Analysis

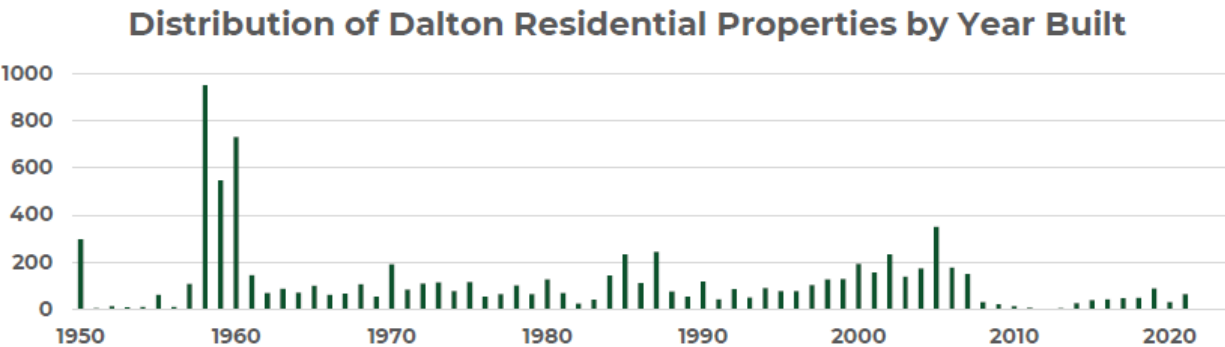
## Historical Development Patterns

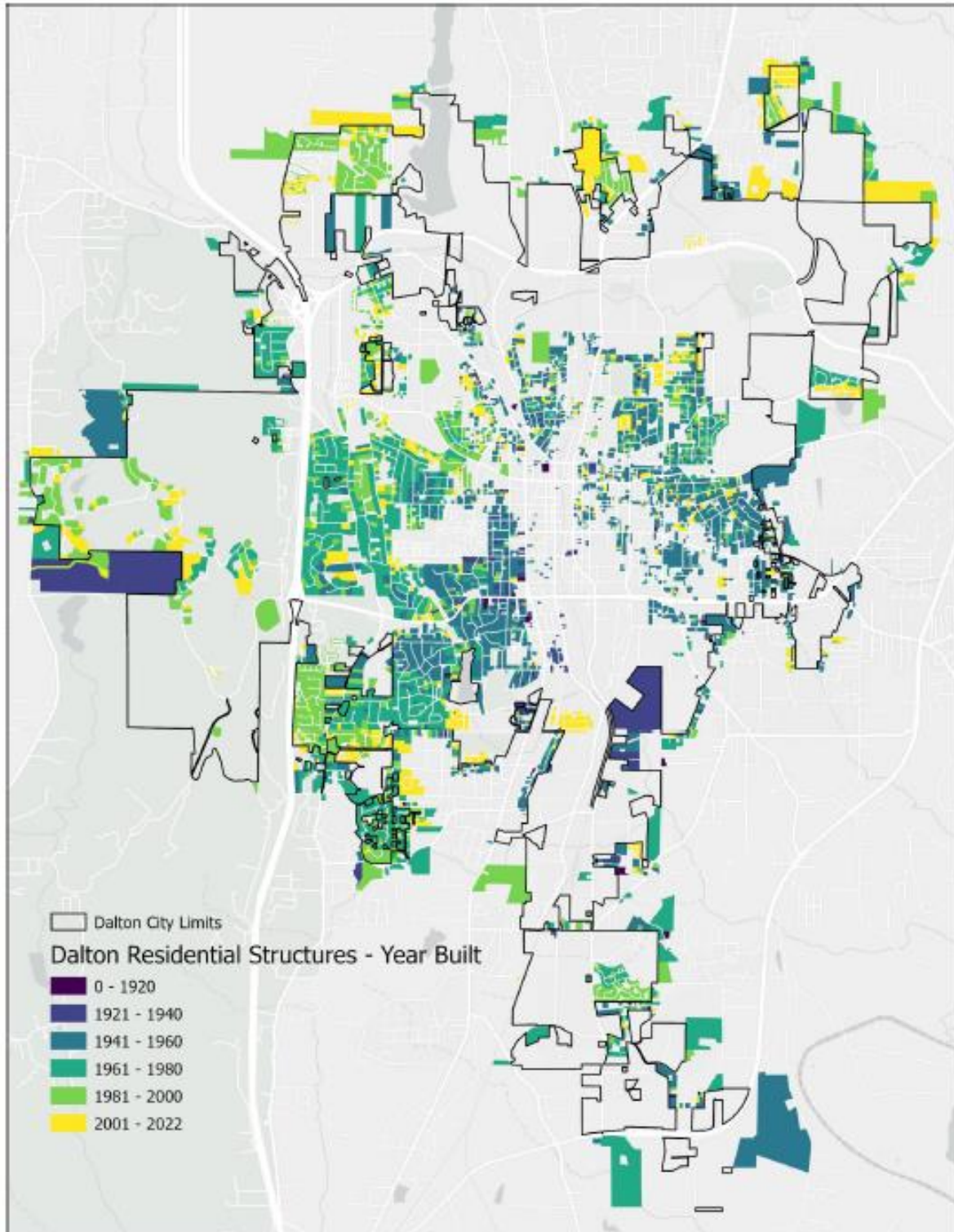
Residential development in the city of Dalton has occurred radially outwards from the downtown area, with the oldest buildings in the city located in downtown Dalton and progressively newer bands of development surrounding the downtown area.

Most of the residential properties in Dalton were constructed in the 1960s, with other noticeable upticks in development in the 1980s and 2000s. This suggests that Dalton’s housing stock is quite old, and that in some places there may be a need for replacement or renovation of aging housing units

Many of the newest residential properties in Dalton are not actually in the city of Dalton itself, again suggesting that development in unincorporated portions of the Dalton community are favored due to there being fewer fees, taxes and other costs of development associated with building just outside of the city limits.

Distribution of Dalton Residential Properties by Year Built





Data Source: Whitfield County GIS Department



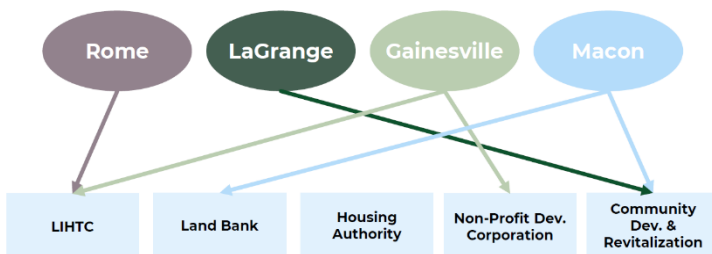
## Comparative Cities Assessment

### Population and Housing Units

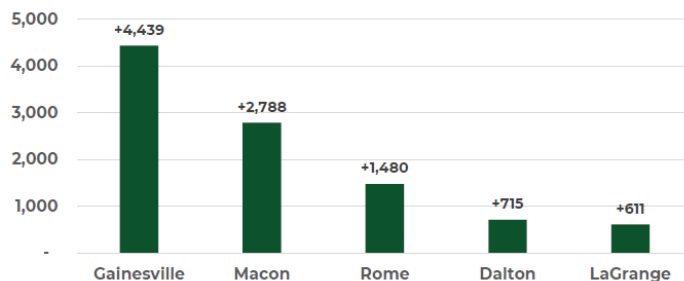
The population of every city in this analysis has increased over the past five years. The city that gained the most new residents was the city of Gainesville, adding nearly 4,500 new residents. Macon and Rome also added on average between 300 and 600 new residents annually between 2017 and 2021. While Dalton and LaGrange both grew in population across this interval, the growth of population in both cities occurred at a slightly slower pace than in the other cities in this analysis, adding on average between 125 and 150 new residents annually.

While all five cities' population grew between 2015 and 2021, the number of housing units in each of the cities also grew, though the rate at which cities added new housing units was not always the same rate at which the cities gained population. LaGrange, for example, added the third highest number of housing units over the five-year period, outstripping their growth in population. All of the other cities in this comparison added fewer units than population, Gainesville and Macon again leading the way, producing 3,079 and 1,477 housing units respectively.

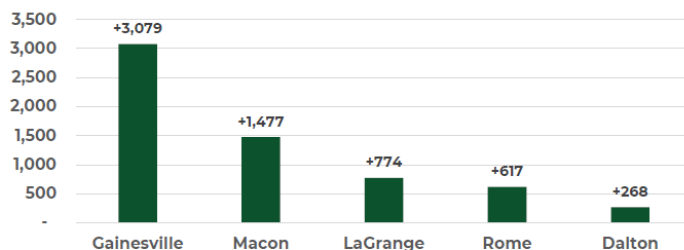
While Dalton's housing unit growth may seem to lag behind the other cities in this comparison, it is important to recognize that Dalton has seen significant growth in housing units just beyond its city limits, which if incorporated into this comparison might place Dalton closer to the third highest producer of housing units among the selected communities.



Change in Population, 2017-2021



Change in Housing Units, 2017-2021



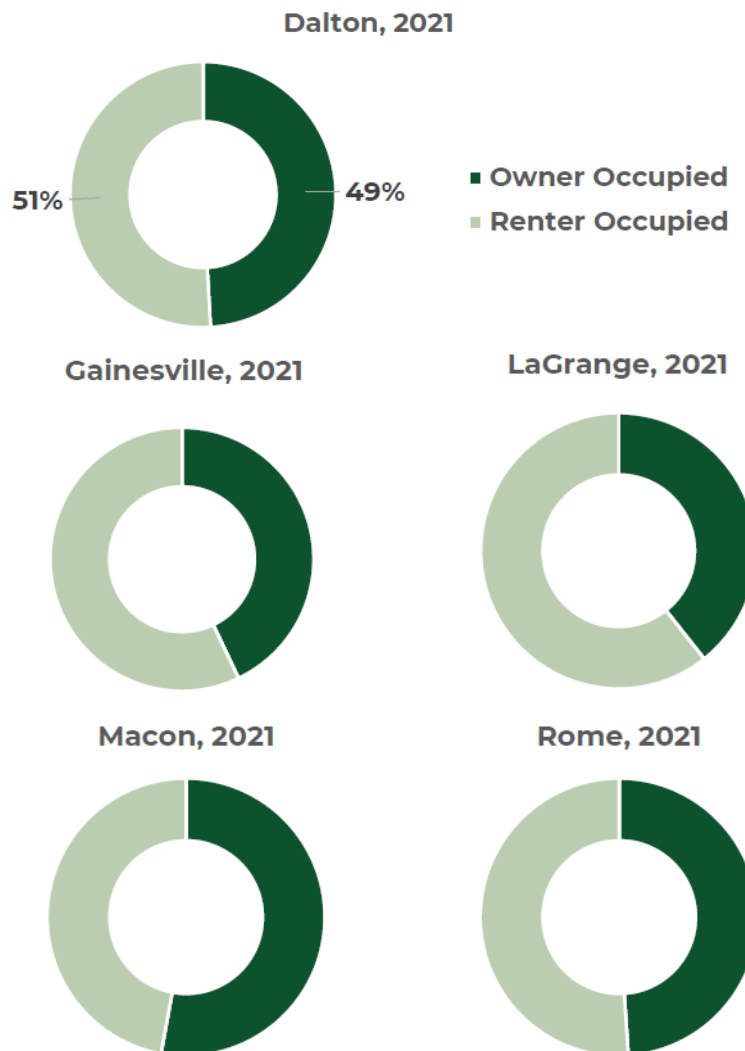
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

# Comparative Cities Assessment

## Tenure

Owner-occupied units have represented around half of all occupied residential units in each of the cities in this comparison, including Dalton. Macon is the one exception, wherein owner-occupied units have typically represented a higher proportion of the city's occupied units. Since 2010, the proportion of owner-occupied units has decreased in every city in this comparison except for Gainesville, which saw a modest increase in its proportion of owner-occupied units between 2010 and 2021.

The proportion of renter-occupied units have increased in all of the cities in this comparison besides Gainesville. The cities of LaGrange, Macon and Rome have all seen around a 6% increase in the proportion of renter-occupied units in each of those cities. The city of Dalton has seen a slightly smaller increase of around 2%.



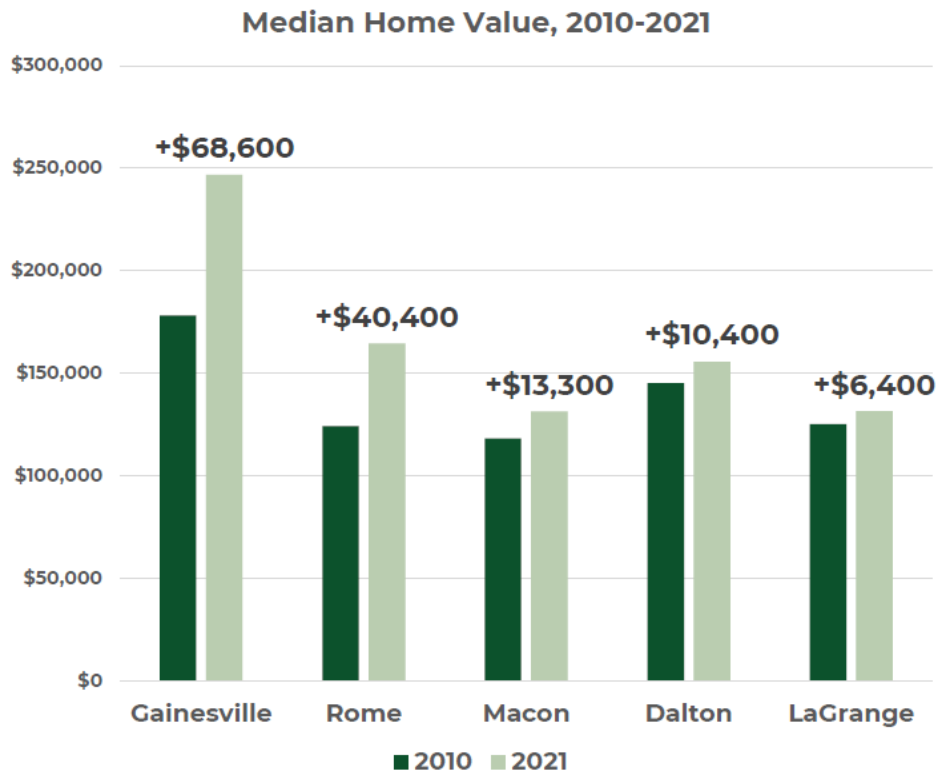
Data Source: U.S. Census ACS 5-Year Estimates 2021

## Median Home Price

Median home values have increased across all the cities in this comparison.

In Dalton, LaGrange and Macon, the increases in median home price have amounted to around \$10,000 between 2010 and 2021.

Gainesville and Rome have seen the most dramatic increases in median home value, increasing by nearly \$70,000 in Gainesville and by \$40,000 in Rome.



Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

## Average Rents

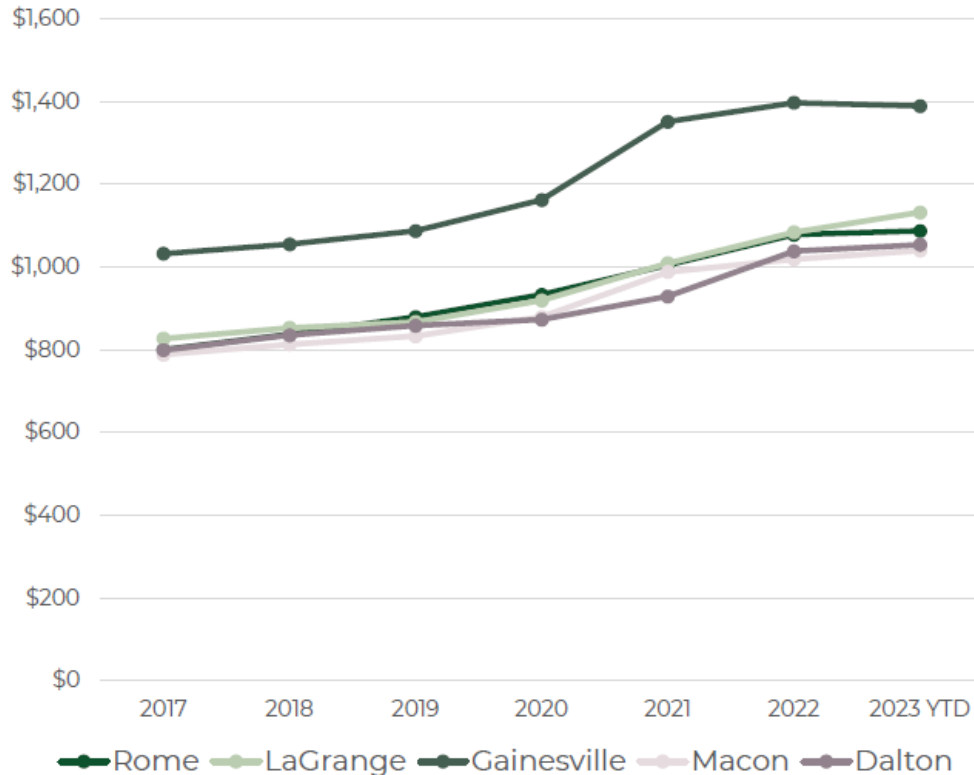
Average rents have increased in each of the comparable markets since 2017.

Rome, LaGrange, Macon, and Dalton markets have experienced similar rent growth – between \$220 and \$280.

Gainesville markets experienced the largest rent growth since 2017.

| Rome         | LaGrange     | Gainesville  | Macon        | Dalton       |
|--------------|--------------|--------------|--------------|--------------|
| <b>\$250</b> | <b>\$279</b> | <b>\$334</b> | <b>\$227</b> | <b>\$219</b> |

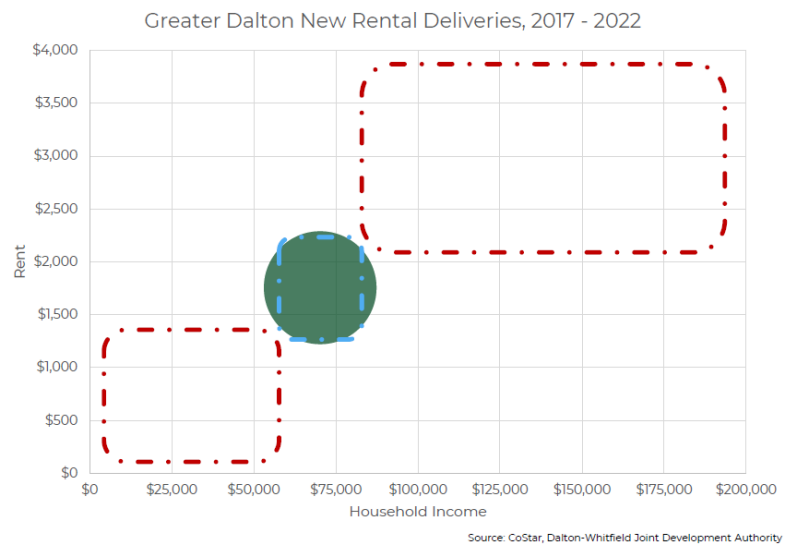
Avg. Rent Growth, 2017 - 2023



Data Source: CoStar

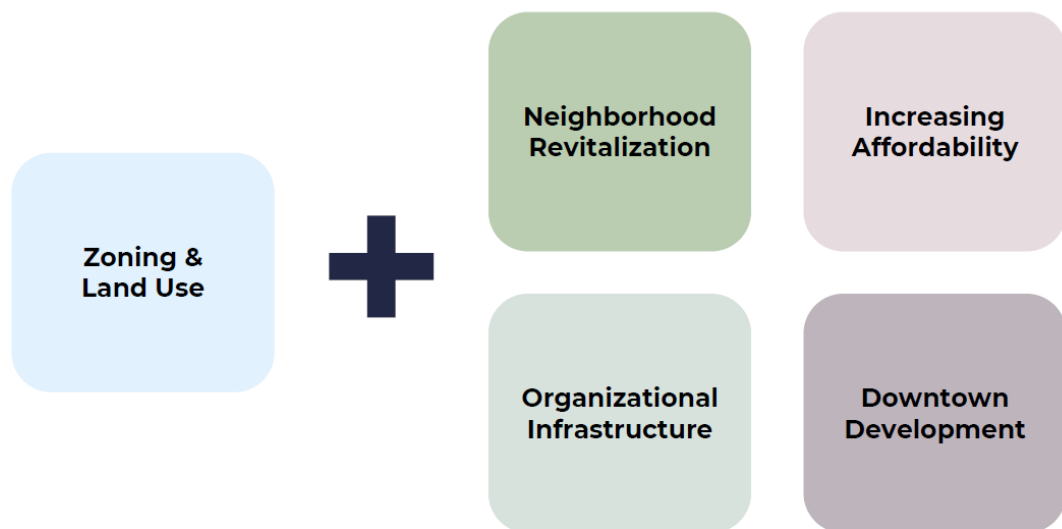
## Housing Analysis

- The latest rental delivery prices new units between \$1,350 and \$2,300.
- The lack of new rental deliveries in the market illustrates gaps at the upper and lower ends.



## Strategies & Recommendations

### Next Steps



# Strategies + Recommendations

## Zoning & Land Use



1

Continue to encourage and allow townhomes, duplexes, quadplexes, and cottages across appropriate locations in Greater Dalton



2

Encourage and plan for residential land uses Downtown and close to job centers and amenities.



3

Plan for the future by ensuring flexible land use and zoning that considers the “mismatch” between trending household size and housing product.



1

Make Dalton more attractive to smaller households who often seek amenities outside the home and smaller homes. Recognize that households without children are a majority and are the fastest growing and focus on infrastructure to help improve to quality of life for these households, especially regarding Downtown development.

2

Enhance economic development efforts by attracting a broad range of new construction housing, including middle- and upper-income housing to attract professionals who currently work but don't live in Dalton/Whitfield.

3

Attract and preserve workforce housing via enhanced productivity from the Dalton Housing Authority and the Land Bank Authority.

4

Improve housing conditions for lower-income households in order to improve social outcomes. Pilot home renovation and homeownership programs that also incorporate community building in the Crown Mill area.



## TRANSPORTATION

*Presenting a comprehensive transportation narrative for Whitfield County including needs, opportunities, goals and policies*



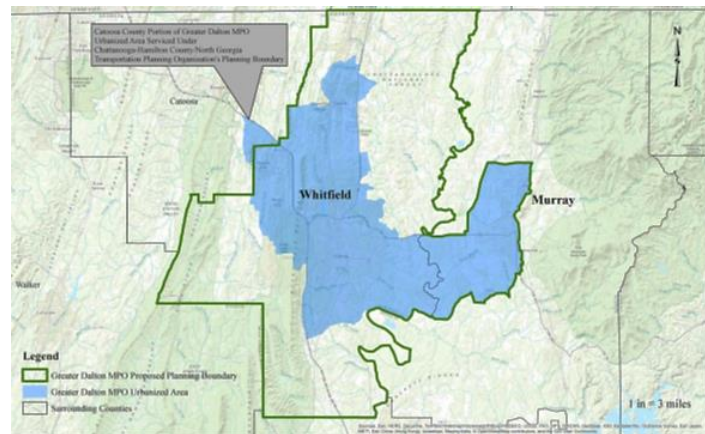
## INTRODUCTION

### Background

Following the 2000 US Census, the City of Dalton was officially classified as a metropolitan statistical area (MSA) and became an urbanized area which is defined as a “densely settled territory that contains 50,000 or more people”. The initial Dalton urbanized area recorded a population of 57,666 people in 2000. The 2010 Census recorded the Dalton/Whitfield’s Urbanized Area (UA) population as 98,037. The existing UA encompasses the City of Dalton as well as areas outside the city limits in Whitfield County, including a portion of Murray County, Tunnel Hill and developments along Cleveland Highway and a fragment in Catoosa County. However, a Memorandum of Understanding (MOU) between the Chattanooga-Hamilton County/North Georgia Transportation Planning Organization (CHCNGATPO) and the Greater Dalton Metropolitan Planning Organization (GDMPO) gives CHCNGATPO the transportation planning activities and responsibilities for that small portion of Catoosa County, Georgia that lies within the GDMPO UA and extends into the study area boundaries of the CHCNGATPO.

### Management of the GDMPO

Federal law requires the creation of a Metropolitan Planning Organization (MPO) for all urbanized areas to ensure that transportation investments are based on a comprehensive, cooperative, and continuing (3-C) planning process. The Governor of Georgia initially designated the North Georgia Regional Development Center (NGRDC) as the MPO for Dalton and Whitfield County in March 2003. In August 2009, the NGRDC merged with the Coosa Valley Regional Development Center to form the Northwest Georgia Regional Commission (NWGRC) per Georgia House



*Boundary of GDMPO (blue shaded area)*

Bill 1216. This merger nullified NGRDC’s MPO designation for the Dalton urbanized area. On September 30, 2009, the Governor of Georgia approved the designation of the Dalton-Tunnel Hill-Varnell-Whitfield County (Greater Dalton) Urban Transportation Study as the MPO and approved Whitfield County as the entity to staff the MPO. This designation along with an approved Memorandum of Understanding among the affected governments allowed the GDMPO to be recipients of Federal transportation planning funds.

*\*For the purposes of this plan we will only focus on transportation as it relates to Whitfield County and its municipalities with the exception of a few regional initiatives.*

## HIGHLIGHTS FROM THE GREATER DALTON MPO 2045 METROPOLITAN TRANSPORTATION PLAN

### Overall Goal of the 2045 Metropolitan Transportation Plan:

*Develop a guide for the orderly development of a safe and efficient multimodal transportation system for the movement of people and goods which supports the land use and economic goals of the area and promotes quality of life.*

### Guiding Principles

A transportation system that is effective in providing an infrastructure and maintaining efficiently its quality and performance for the future needs of an urban area should be developed with the following guiding principles:

1. Includes all modes.
2. Be safe, convenient, and efficient.
3. 3. Serve and enhance existing land use and planned growth.
4. Sustain the quality of the environment and preserve community values.
5. Be financially feasible and support all sectors of the area's economy.
6. Provide access and connectivity with diverse land uses and modes.
7. Maintain performance measures to maintain the quality of the transportation system.
8. Be maintained through local official/citizen participation in transportation decision-making.



*Whitfield County Public Works Director, showcasing the county's new milling machine*

### The Transportation System's Strengths

The existing transportation system in Whitfield County includes a network of physical structures of roads, bridges, sidewalks, rail lines, and a general aviation airport. These structures provide for the various trip purposes of motorists, bicyclists, pedestrians, truck users, airplane passengers, and users of rail. Particularly these structures serve local public transportation operations and state bicycles routes within both counties. Together Whitfield and Murray Counties have approximately 1550 miles of public roads in its transportation system. The worker commuting patterns and the extensive truck freight shipping make continued maintenance and upgrading of the road system important. Interstate 75, with five exits to the Whitfield County area, supports the area as a major commercial and industrial center for North Georgia. The bypass around Dalton provides access and connectivity to diverse land use activities along its route and, while its original intent was for efficient movement for people and goods, there are congestion problems at some of the intersections with the surrounding network of local streets.



*Before and after of a culvert replacement on Beaverdale Rd. where Whitfield County saved approximately \$300,00 by utilizing its on public works department rather than a contractor*

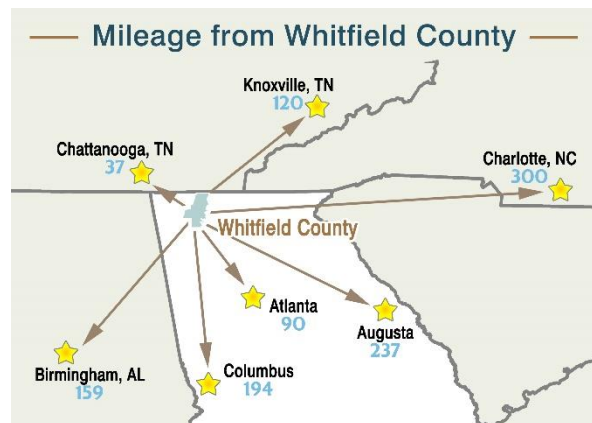
### The Transportation System's Constraints

- Mountainous terrain
- CSX/Norfolk Southern Railroad at-grade crossings
- Conasauga River and Wetlands
- Funding limitations at the federal, state, and local levels of government
- Traffic signals that are not coordinated on main arterials
- Heavy congested traffic on I-75
- Historic districts and Civil War historic areas
- School bus schedules

## Long-Range Transportation Needs and Opportunities

### Mobility of People

- Reduce traffic congestion along Walnut Avenue particularly from I-75 to Tibbs/Dug Gap Rd.
- Improve access to development in south Whitfield County.
- The intersection of North Glenwood at MLK Jr. Blvd. need turn lanes and the northbound left turn towards the west needs a protected left-turn signal.
- The intersection of North Glenwood Avenue/Cleveland Highway at Smith Industrial Blvd. needs improved vehicular detections to change the traffic signal.



## Whitfield County Joint Comprehensive Plan 2024-2028

- The intersection of SR 71/Cleveland Highway at the North Bypass needs improvements.
- Airport Road at Sane Road needs intersection and traffic signal improvements.
- Extension and road widening is needed for Veterans Drive from Morris Street to Walnut Avenue at Riverbend Road.
- Improve the synchronization of traffic lights along major corridors like Walnut Avenue.
- Reed Road north of SR 201 needs to be improved.
- Improve Rauschenberg Road at Reed Road and Rauschenberg Road at Sonya Drive

### Movement of Goods

- Need improved turn radii at intersections near truck freight terminals in Dalton.
- Need improved truck routing in Dalton.

### Other Modes of Transportation

- In Cohutta, there are no continuous sidewalks and bicycle routes in the city.
- Additional sidewalks are needed on SR 71.

### Safety

- Improve schedules of work shifts, truck freight movements, and school traffic due to start times and dismissals.
- Need more warning/information signs and way finding signs at strategic locations.

### Maintenance

- Need improved maintenance along Buckingham Street

## Population Characteristics

### Greater Dalton Planning Area Population Projections

| Year  | Population | Percent Change |
|---|------------|----------------|
| 1980  | 65,775     | Base           |
| 1990  | 72,462     | 10.2%          |
| 2000  | 83,525     | 15.3%          |
| 2015  | 142,792    | 71%            |
| 2045  | 183,837    | 28.7%          |
| Source: U.S. Census Bureau Statistics/GDMPO Staff |            |                |



## Schools

### Public Schools

Whitfield County School System is the 26th-largest of Georgia's 180 public school districts. More than 13,000 students attend 24 schools that include:

- 13 elementary schools

- 5 middle schools
- 3 comprehensive high schools
- 1 charter high school career academy
- 1 special-purpose high school

The Dalton School System has an enrollment of approximately 5,700 students and includes 9 schools. These schools include:

- 6 elementary schools
- 2 middle schools
- 2 high schools

### **Secondary Schools**

Dalton State College is also located in Whitfield County with an annual enrollment of over 5,000 students.

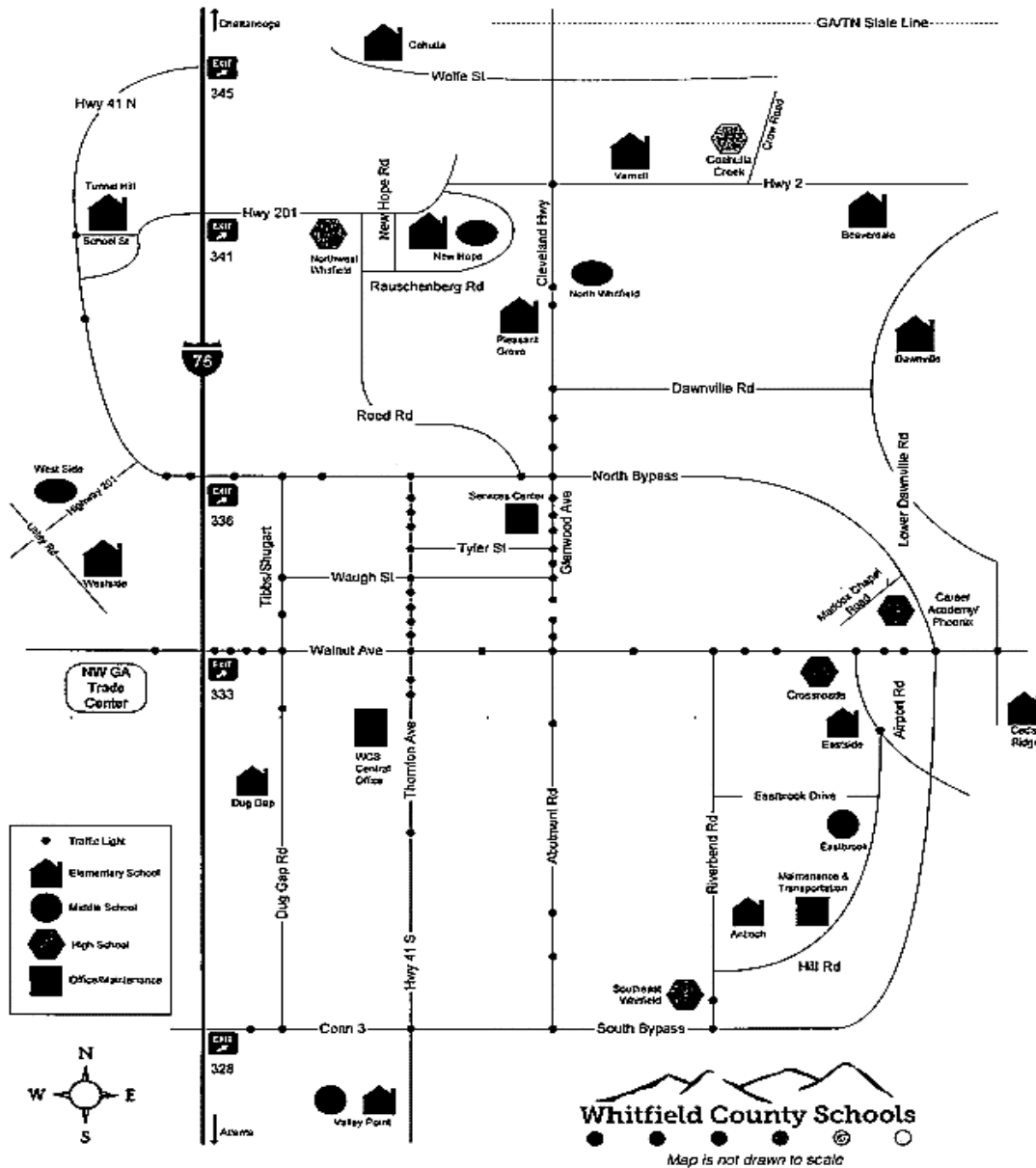
In addition, Dalton/ Whitfield County provide technical training through one of the campuses of the Georgia Northwestern Technical College. The other four campuses have locations in Rome, Calhoun, Rockmart, and Rock Springs. These 5 campuses together have an annual credit enrollment of 8,200 students, which makes this college the largest technical college in Northwest Georgia and the fifth largest in Georgia.

Both Dalton State College and the Georgia Northwestern Technical College could be described as commuter colleges, meaning that the overwhelming majority of students commute to the campuses from throughout the region rather than live on-campus. Dalton State College, however, has begun a student housing program intended to provide enrollment opportunities for students outside the commutable range. There are currently 356 dormitory units available for students that chose to live on-campus.

### **School Enrollment Projections**

## Whitfield County Joint Comprehensive Plan 2024-2028

The projected 2045 total school enrollment for Whitfield County was calculated to be 37,800. This total was determined as a result of dividing the base year 2015 enrollment (29,300) by the base year 2010 population (102,578) and multiplying that ratio by the projected population (148,996).<sup>5</sup> The 2045 school enrollment projection of 37,800 is an increase of 29%.



Map of all Whitfield County Schools and associated complexes



## Inventory of Roads

The roadway network, composed of freeways (I-75), arterials, collectors, and local streets serves the basic trip purposes of the counties' work commuters, tourists, and its business and commercial activities. This network of roads provides access to properties and provides major connections between major land use activities throughout the counties. The existing major roads in Whitfield County include the following:



*Exit 333 signage along I-75 corridor*

- **Interstate-75** – This major north-south corridor and gateway into Whitfield County from the urban areas of Chattanooga, Tennessee and Atlanta, Georgia. This corridor serves commuters, tourists, and major goods movements by trucks through the county.
- **State Route 71**- This arterial also known as the Cleveland Highway runs from the North Dalton Bypass to the Tennessee state line
- **US 76/US 41/SR 3 (The Dalton Bypass) and the State Route 3 Connector**- This bypass provides a multi-lane route around central Dalton along the north, east, and south sides. Due to mountainous terrain, the bypass does not extend west of I-75.
- **State Route 2**- This arterial enters Whitfield County from the west at the Catoosa County line and extends through Varnell and exits Whitfield County into Murray County on the east side.
- **State Route 201** – This road enters Whitfield County from the east in Walker County and extends through Tunnel Hill, where it terminates in Varnell at State Route 2.
- **State Route 3/US 41**- This major road enters Whitfield County on the south from Gordon County and extends north to the South Dalton Bypass/SR 3 Connector and traverses north through Tunnel Hill and into Catoosa County on the west side.
- **State Route 52/Walnut Avenue**- This major east-west road begins at I-75 and extends through Dalton.
- **State Route 52/US 76/Chatsworth Highway**- This road extends east and west through Dalton into Murray County.
- **State Route 286**- This route begins at SR 52/US76 in Dalton and extends east into Murray County.

The table on the following pages lists long range projects specific to the Whitfield portion of the GDMPO planning area listed in the MPO's 2045 MTP.

## Whitfield County Joint Comprehensive Plan 2024-2028

### All Projects Considered in Greater Dalton 2045 Metropolitan Transportation Plan

| Project ID | Project Type           | Name/Location                                   | Extents  |
|------------|------------------------|---|--|
| 2          | Widening               | SR 225 (GDOT PI 631550)                         | SR 52 ALT to Spring Place Smyrna Road              |
| 3          | New Location           | SR 225 Bypass (North & South) (GDOT PI 0003061) | SR 225 @ Imperial Blvd to SR 52/US76 & N to SR 225 |
| 6          | Bridge                 | SR 52 ALT (GDOT PI 0007047)                     | Town Branch  |
| 8          | Intersection           | SR 286 (GDOT PI 0006064)                        | Cobb Road and at Tom Gregory Road                  |
| 9          | New Location           | SR 201 Realignment & Improve SR 201             | US 41 to I-75 Interchange                          |
| 10         | Operational            | Hill Road                                       | Eastbrook Road to Airport Road                     |
| 11         | Intersection           | Riverbend Road                                  | Walnut Avenue/US 76                                |
| 12         | Intersection           | SR 2 at SR 201                                  | SR 201   |
| 13         | Bridge                 | Old Tilton Road                                 | Swamp Creek  |
| 14         | Bridge                 | McGaughey Chapel Road                           | Coahulla Creek                                     |
| 15         | Widening               | North Tibbs Road                                | College Drive to Shugart Road                      |
| 16         | Intersection           | SR 3 (Chattanooga Road)                         | North Tibbs Road                                   |
| 17         | Alignment              | Reed Road                                       | SR 201 to Lake Kathy                               |
| 18         | Multiple Intersections | Reed Road                                       | SR 3 to SR 201                                     |
| 19         | Operational            | SR 201  | SR 3 to Old LaFayette Road                         |
| 20         | Operational            | Old LaFayette Road & Intersection w/ SR 201     | SR 201 to SR 3                                     |
| 21         | Operational            | Underwood Street                                | Glenwood to Bypass                                 |
| 22         | Bridge                 | Underwood Street                                | Mill Creek   |
| 24         | Intersection           | Intersection Improvements - 8 locations         | Various  |
| 29         | New Location           | CR 688/Louise Lane Extension                    | Eber Road to Redwine Cove                          |

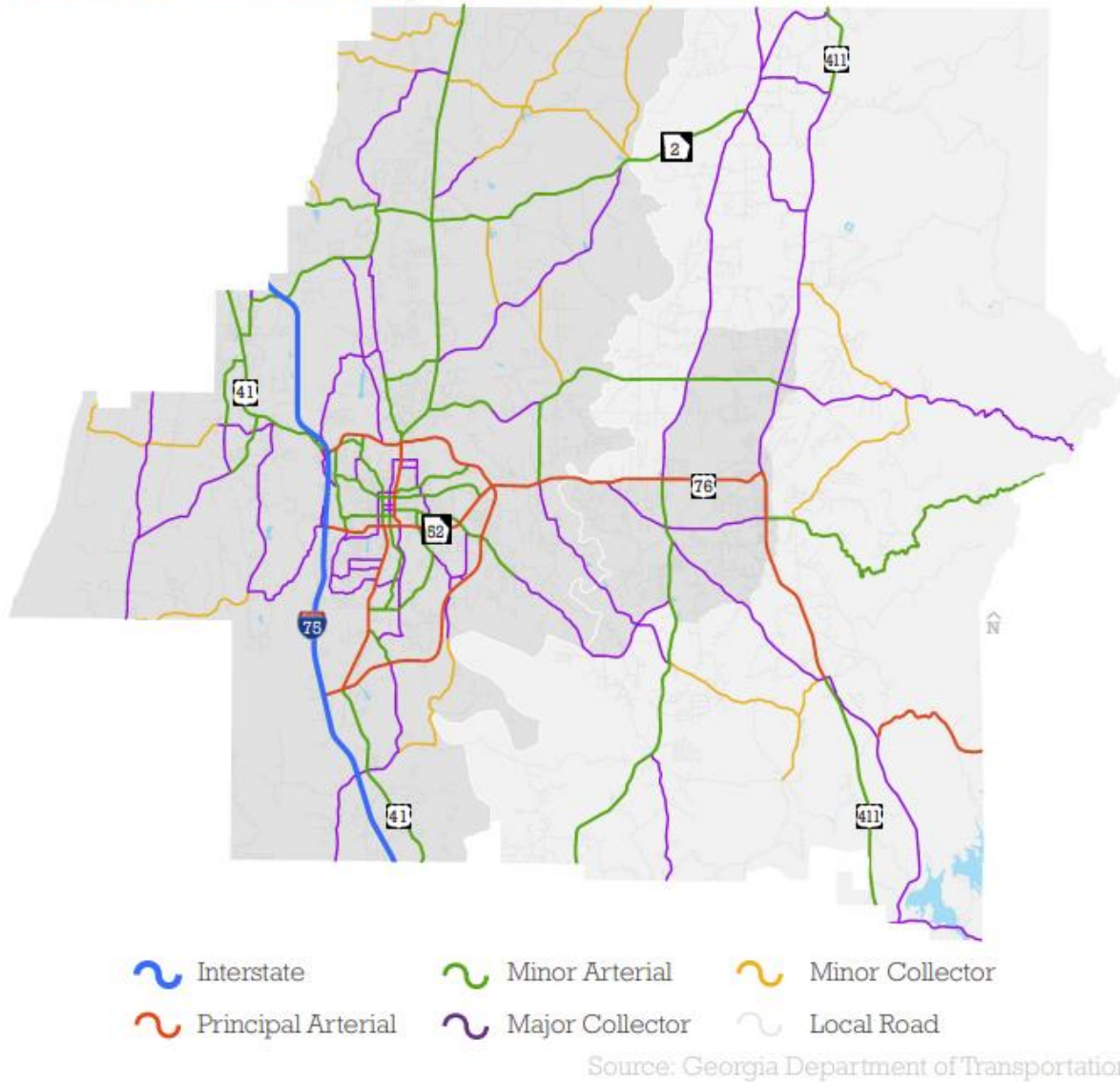
## Whitfield County Joint Comprehensive Plan 2024-2028

| Project ID | Project Type     | Name/Location                                 | Extents   |
|------------|------------------|---|---|
| 31         | Intersection     | Chattanooga Road/Wolfe Street & Red Clay Road | City of Cohutta   |
| 32         | Bike & Ped       | SR 71   | Beaverdale Road to Williams Road & Frontier Trail to Prater Mill Road |
| 35         | Intersection     | South Dixie Highway                           | W. Industrial Boulevard at Foster Road                                |
| 36         | Grade Separation | North Dalton Bypass                           | At Cleveland Highway  |
| 37         | Operational      | Underwood Road                                | North Dalton Bypass to Dawnville Road                                 |
| 38         | Operational      | Airport Road                                  | South Dalton Bypass to Tibbs Bridge                                   |
| 39         | Operational      | Airport Road/Brown Bridge Road/ New Hope Road | Tibbs Bridge to SR 225  |
| 41         | Bridge           | Redwine Cove Road                             | Swamp Creek   |
| 42         | Operational      | SR 201  | I-75 Interchange to US 411  |
| 56         | Widening         | SR 52 Alt                                     | SR 225 to SR 52/US 76   |
| 57         | Intersection     | US 76/Chatsworth Highway                      | SR 3 Bypass to US 76  |
| 58         | Intersection     | Lake Francis Road                             | SR 2/Prater Mill Road   |
| 59         | Intersection     | Dawnville-Beaverdale Road                     | SR 286 & Cherokee Estate Road   |
| 60         | Widening         | Carbondale Road                               | Redwine Cove Road to I-75 Interchange                                 |
| 61         | Widening         | Rauschengerg Road                             | Sonya Drive to Waring Road  |
| 67         | Widening         | SR 560/East-West Highway (GDOT PI 0004298)    | SR 151 to SR 3  |
| 68         | Widening         | SR 560/East-West Highway (GDOT PI 0004299)    | I-75 to SR 2  |
| 69         | Widening         | SR 560/East-West Highway (GDOT PI 0004300)    | SR 3 to US 411  |
| 70         | Study            | Walnut Avenue Access Management Study         | I-75 to Dug Gap Road  |

## Whitfield County Joint Comprehensive Plan 2024-2028

| Project ID | Project Type | Name/Location                                | Extents                              |
|------------|--------------|--|--------------------------------------|
| 71         | Operational  | Walnut Avenue Access Management Improvements | I-75 to Dug Gap Road                 |
| 73         | Bike & Ped   | Thorton Avenue Sidewalks                     | SR 3 to Waugh Street                 |
| 74         | Bike & Ped   | Downtown Sidewalk                            | Various                              |
| 75         | Bike & Ped   | School Sidewalk Program                      | Various                              |
| 77         | Intersection | Dawnville Rd                                 | At SR 286                            |
| 81         | Widening     | SR 3/South Dixie Road (GDOT PI 632670)       | SR 136/Gordon to South Dalton Bypass |
| 82         | Bridge       | SR 201 (GDOT PI 0013816)                     | Tanyard Creek                        |

## Functional Classification in Whitfield and Murray Counties



### Bridges



## Whitfield County Joint Comprehensive Plan 2024-2028

GDOT calculates sufficiency ratings for each bridge by evaluating its overall condition, taking into account all factors from low load to filed/visual observation of deficiencies. GDOT's Office of Bridge Maintenance recommends that structures with a sufficiency rating less than 50 be replaced rather than improved. Bridges with a rating between 60 and 70 are candidates for rehabilitation or reconstruction. Bridges with ratings above 70 should be in acceptable condition over the life of the plan as long as routine maintenance is conducted.

### Bridges in Whitfield and Murray Counties with Sufficiency Rating of 70 or below, 2019

| Bridge ID  | County    | Name/Location   | Sufficiency Score |
|------------|-----------|---|-------------------|
| 213-5041-0 | Murray    | McNelly Road over a Conasauga River Tributary         | 4.0               |
| 213-5004-0 | Murray    | Dennis Mill Road over Rock Creek                      | 16.0              |
| 213-5036-0 | Murray    | Peeples Spur over Rock Creek                          | 17.5              |
| 213-5015-0 | Murray    | Coniston Road over Sugar Creek                        | 18.6              |
| 213-5007-0 | Murray    | Old Federal Road over Mill Creek                      | 19.7              |
| 313-0063-0 | Whitfield | Gordon Street over Norfolk-Southern Railroad          | 21.4              |
| 213-5009-0 | Murray    | Loughridge Road over Mill Creek                       | 22.1              |
| 213-0048-0 | Murray    | CCC Road over Emery Creek                             | 24.3              |
| 213-5027-0 | Whitfield | Hasslers Mill Road over Mill Creek                    | 27.6              |
| 313-5031-0 | Whitfield | Reed Pond Road over Poplar Spring Creek               | 32.4              |
| 213-5039-0 | Murray    | Old SR 2 over a Conasauga River Tributary             | 33.6              |
| 313-5053-0 | Whitfield | Nance Springs Circle over a Conasauga River Tributary | 35.1              |
| 313-0068-0 | Whitfield | Dawnville Road over Coahulla Creek                    | 36.3              |
| 313-5008-0 | Whitfield | Old Tilton Road over Swamp Creek                      | 36.3              |
| 313-5050-0 | Whitfield | McGaughey Chapel Road over Coahulla Creek             | 36.8              |
| 213-0017-0 | Murray    | US 411/SR 61 over Sumac Creek                         | 39.8              |
| 213-0043-0 | Murray    | Old US 411 over the Coosawattee River                 | 41.4              |
| 213-0044-0 | Murray    | Old US 411 over Willbanks Branch                      | 41.6              |
| 213-0004-0 | Murray    | Ramhurst Road over Holly Creek                        | 42.4              |
| 213-5028-0 | Murray    | Cool Springs Road over CSX Railroad                   | 45.6              |
| 213-0007-0 | Murray    | SR 52 Alt. over Town Branch                           | 47.4              |
| 313-5002-0 | Whitfield | Redwine Cove Road over Swamp Creek                    | 52.2              |
| 213-5032-0 | Murray    | Cool Springs Road over Holly Creek                    | 52.9              |
| 313-0004-0 | Whitfield | SR 2 over the Conasauga River                         | 53.0              |
| 313-5039-0 | Whitfield | Houston Valley Road over East Chickamauga Creek       | 53.3              |
| 213-0018-0 | Murray    | US 411/SR 61/SR 2 over CSX Railroad                   | 54.7              |

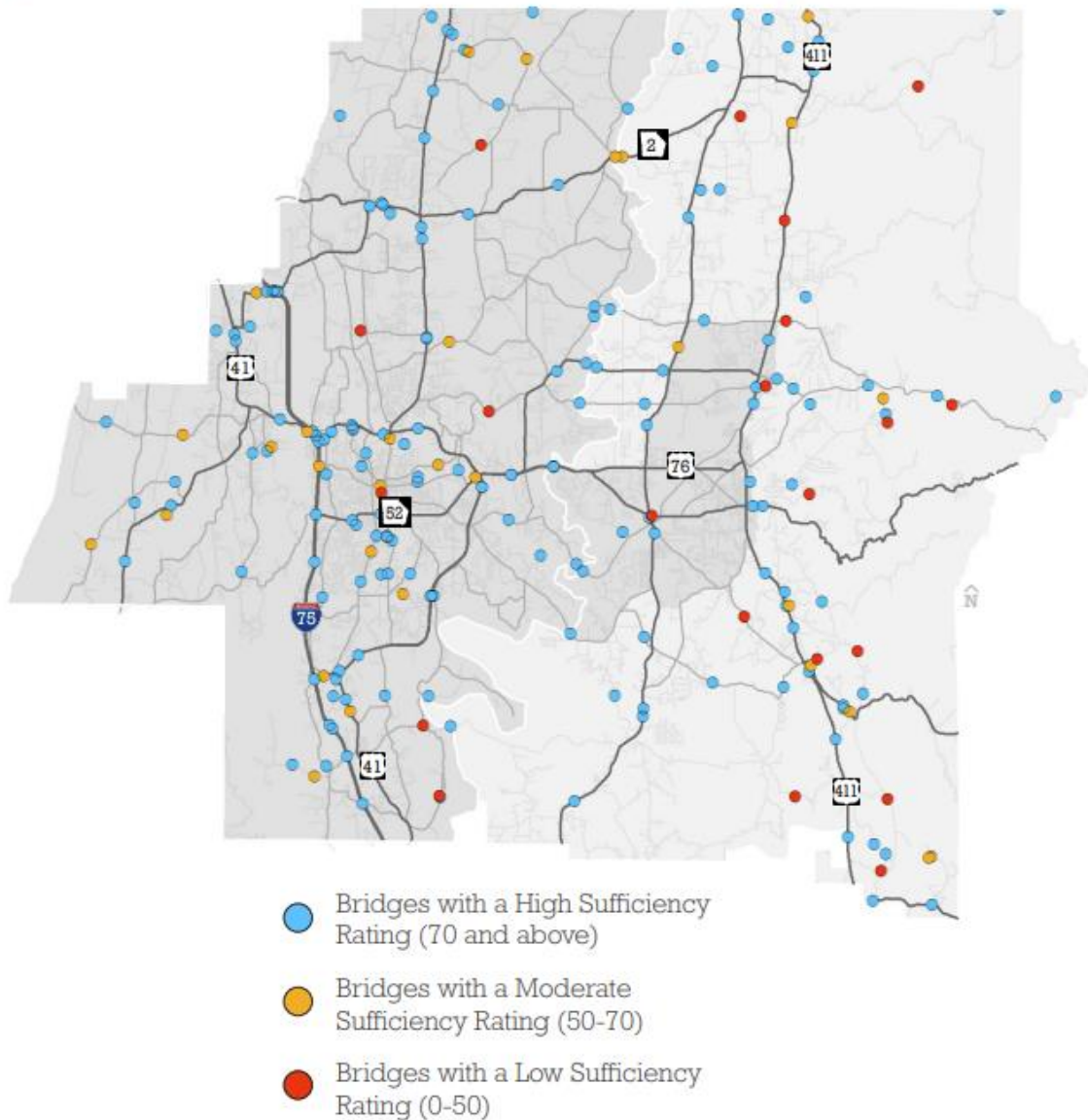


## Whitfield County Joint Comprehensive Plan 2024-2028

| Bridge ID           | County    | Name/Location   | Sufficiency Score |
|---------------------|-----------|---|-------------------|
| 313-5033-0          | Whitfield | Willowdale Road over Mill Creek                       | 54.9              |
| 213-0033-0          | Murray    | US 76/SR 282 over Rock Reek                           | 55.7              |
| 313-5028-0          | Whitfield | Putnam Road over Mills Creek                          | 55.9              |
| 213-0045-0          | Murray    | Old Highway 411 over Chicken Creek                    | 57.3              |
| 213-0021-0          | Murray    | US 411/SR 61 over SR 182/CSX Railroad                 | 57.4              |
| 313-0020-0          | Whitfield | SR 52 over Mill Creek                                 | 58.2              |
| 213-0001-0          | Murray    | SR 2 over the Conasauga River Overflow                | 58.7              |
| 313-0009-0          | Whitfield | Old US 41 over Tar Creek                              | 59.0              |
| 313-5012-0          | Whitfield | Cavender Road over Stacy Branch                       | 59.1              |
| 313-5041-0          | Whitfield | Freeman Springs over East Chickamauga Creek           | 59.8              |
| 313-0025-0          | Whitfield | West Waugh Street over Norfolk-Southern Railroad      | 60.4              |
| 213-0035-0          | Murray    | US 76 over Sugar Creek                                | 60.7              |
| 313-0056-0          | Whitfield | Beaverdale Road over Coahulla Creek                   | 60.8              |
| CEPSAMG<br>A0000005 | Murray    | Carters Intake Access over Carters Emergency Spillway | 61.0              |
| 213-5001-0          | Murray    | CR 1 over Carters Lake Overflow                       | 61.2              |
| 313-0066-0          | Whitfield | Tibbs Road over I-75                                  | 61.8              |
| 313-5015-0          | Whitfield | Underwood Street over Mill Creek                      | 63.6              |
| 313-0035-0          | Whitfield | SR 201 over Tanyard Creek                             | 63.8              |
| 313-5043-0          | Whitfield | Gordon Springs Road over East Chickamauga Creek       | 63.9              |
| 213-0030-0          | Murray    | SR 225 over Pinhook Creek                             | 66.2              |
| 313-5060-0          | Whitfield | Green Valley Drive over a Mill Creek Tributary        | 68.0              |
| 313-0026-0          | Whitfield | Glenwood Avenue over Mill Creek                       | 68.3              |
| 313-0005-0          | Whitfield | US 41 over Swamp Creek                                | 68.6              |
| 313-5029-0          | Whitfield | Hopewell Road over Coahulla Creek                     | 69.3              |
| 313-0016-0          | Whitfield | SR 3 Connector over Little Swamp Creek                | 70.0              |

Source: National Bridge Inventory, FHWA

## Bridges in Whitfield and Murray Counties by Sufficiency Rating, 2019



Source: National Bridge Inventory, FHWA

## Bicycle and Pedestrian Systems



Red Clay Road near the start of the Cohutta-Chattahoochee scenic byway



Existing signage along the Cohutta-Chattahoochee scenic byway

# Whitfield County Joint Comprehensive Plan 2024-2028

The following Bicycle Facilities goals were included in the 2035 Long Range Transportation Plan:

- Promote and encourage bicycle travel as a viable form of transportation, as healthy forms of exercise, and as a positive benefit to the environmental and the community.
- Provide a system of bicycle facilities that is safe, convenient, and accessible for all users.
- Promote coordinated and continuous bicycle facility planning and development.

The “March to the Sea” and the “Mountain Crossing” are two state bicycle routes in Whitfield County. Figure 26 shows the locations of these state bicycle routes that traverse the county. March to the Sea - State Route 35, runs northwest/southeast between the Tennessee State line near Chattanooga and downtown Savannah. Within Whitfield County the route traverses 11.7 miles. The route crosses Tunnel Hill and Mount Vernon and follows these roadways through Whitfield County:

**US 41/US 71/GA 3**

**GA 201**

**Mount Vernon Road**

**Utility Road**

**White Road**

**Mill Creek Road**



*Examples of various bike lane designs that could be incorporated throughout Whitfield County for alternative transportation and recreation opportunities*

Mountain Crossing - State Route 90 runs east/west across the mountains and north between Walker County (south of Chattanooga) and Rabun County, in the northeast corner of the state. Within Whitfield County, the Mountain Crossing Route traverses 21.4 miles. The route crosses Dalton State College, I-75, the City of Dalton, and the Conasauga River, the eastern boundary of Whitfield County. The route follows these roadways through Whitfield County:

**Lower Mill Creek Road**

**Mill Creek Road**

**Bradberry Hill Road**

**Sam Love Road**

**Old Lafayette Road**

**US 41**

**Tibbs Road**

**College Drive/Holiday Avenue**

**Walnut Avenue**

**Thornton Avenue**

**Morris Street/Murray Avenue**

**Airport Road**

**Tibbs Bridge Road**

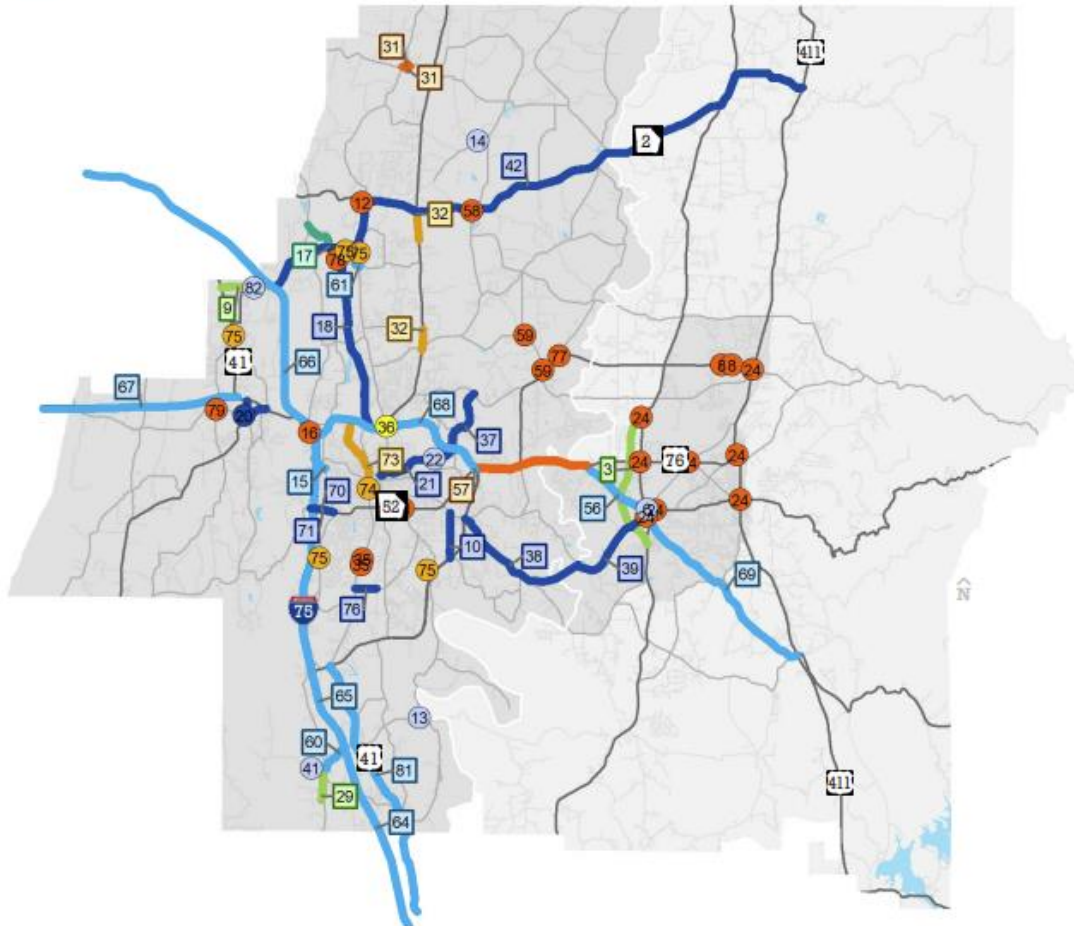
**Keith Mill Road**



*New parks and bike paths have begun installing bike repair stations along with conventional bike racks*



## All Projects Considered in Greater Dalton 2045 Metropolitan Transportation Plan



### Projects by Type

|  |                           |  |              |
|--|---------------------------|--|--------------|
|  | Alignment                 |  | Operational  |
|  | Bicycle and/or Pedestrian |  | New Location |
|  | Bridge                    |  | Study        |
|  | Grade Separation          |  | Widening     |
|  | Intersection(s)           |  |              |

### Sidewalks and Trails

Unincorporated Whitfield County boasts three notable trail networks. The first of these trails is a section of the Pinhoti Trail, the longest foot trail in Georgia. Pinhoti's section 13 is a paved trail beginning at Dug Gap Mountain on Dug Gap Battle Road and traveling Walnut Avenue, Airport road, and Tibbs Bridge Road into Murray County. Whitfield County is also home to Raisin Woods Mountain Bike Park where over five miles of mountain bike trails can be found for all skill levels. For those interested in paddle sports, Whitfield County currently maintains two canoe launch sites with parking and safe access to the river.



*Pinhoti Trail Marker*

The Town of Cohutta currently has a severely limited amount of sidewalks, limited to Wolfe Street within the town center. The sidewalks alternate between opposing sides of the street. Sidewalks would be difficult to expand on parts of Wolfe Street due to buildings and houses that sit adjacent to the street, however connecting the town center with Shugart Park and Cohutta Elementary School would be a great start. As the town continues to grow and traffic volumes increase the need for sidewalks will only increase. It is recommended that these be included in future repaving efforts or road projects. New sidewalks typically cost an average of \$35 per linear foot, according to <http://www.pedbikeinfo.org/>.



*Red dots show the current Conasauga canoe launch points in Whitfield County*

The City of Dalton's sidewalk infrastructure is the most complete and connected sidewalk system within Whitfield County. A map based inventory of the city's sidewalk infrastructure may be seen on figure 50. The ongoing maintenance and repair/replacement of this existing network is conducted routinely by the city's public works department. There are currently two notable pedestrian focused infrastructure projects the City of Dalton would like to focus on in the near future. One of these projects will be multi-faceted and strategic implementation of the Downtown Dalton Master Plan produced by the Carl Vinson Institute of Government at the University of Georgia, which will have numerous pedestrian focused projects primarily aimed at those parts of the downtown currently underserved such as Cuyler Streeel. Another pedestrian project for the City of Dalton will be the continued extension and creation of the Dalton Green Hat plan's greenway planned to connect Haig Mill Park, the city's most recent recreational amenity, to the existing hiking and biking trails on Mt. Racheal and thence forth into the downtown. Both the Green Hat greenway and the downtown street improvements will create greater pedestrian connectivity to several of the city's most coveted assets. The catalytic impact of these projects could have the potential to spur further investment into areas such as the historic Crown Mill Village revitalization area as well as underutilized portions of the downtown thus reinforcing the city's downtown as a regional destination for both locals and visitors.



*Good example of new sidewalk design incorporating trees that provide shade and aesthetic appeal as well as protection from street traffic*

The City of Varnell's sidewalk system is quite limited due to a number of factors that make sidewalk construction costly and difficult. The residential developments of Highland Forrest and Non North Village have a private system of sidewalks maintained by their respective homeowner's associations. With that said, however, some sidewalk infrastructure exists adjacent to the city hall and community center area. There are plans for the city to connect the city hall/ community center area to the city's Main Street area by way of a nature trail travelling through the wooded area near the freshwater springs and picnic area. This proposed connection would be an ADA compliant cement pathway potentially funded by a future SPLOST.



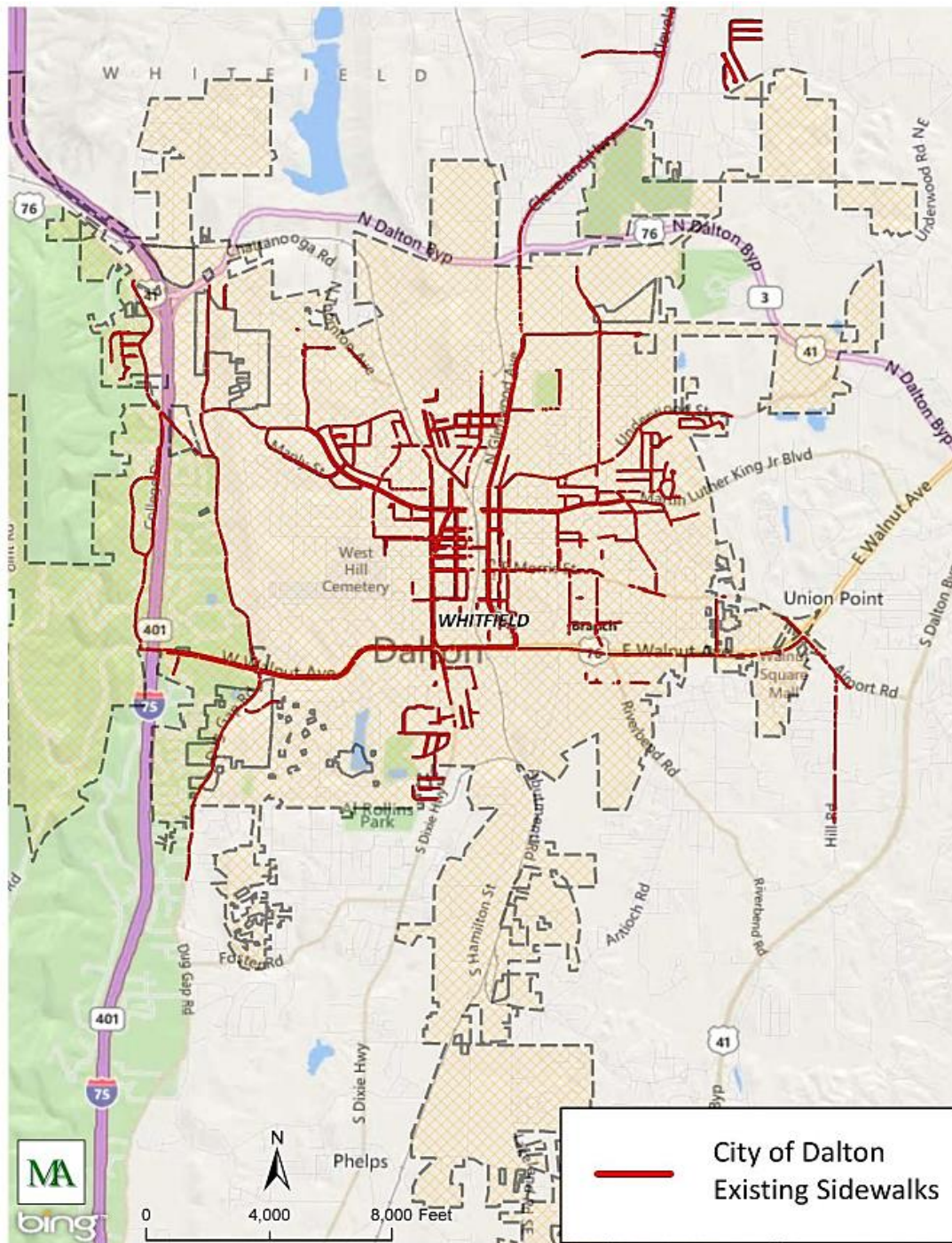
*Nature trail in Varnell*

The City of Tunnel Hill's sidewalk system is also rather limited, but there is an existing network of sidewalks within the city. The majority of sidewalk infrastructure within the City of Tunnel hill is located along Highway 41 where the city's commercial character area is found, but this section of sidewalk does not reach into the residential neighborhoods within the city or any of the city's recreation and historic sites. There is, however, one aging sidewalk that travels adjacent to School Street and connects Tunnel Hill Elementary School to Highway 41, but this sidewalk is in need of improvements or replacement. Future plans for sidewalk additions will be focused at connecting the historic train depot (currently under renovation) to the City's park. Another phase of this project will be to connect the city park to the Spring Heights residential community.



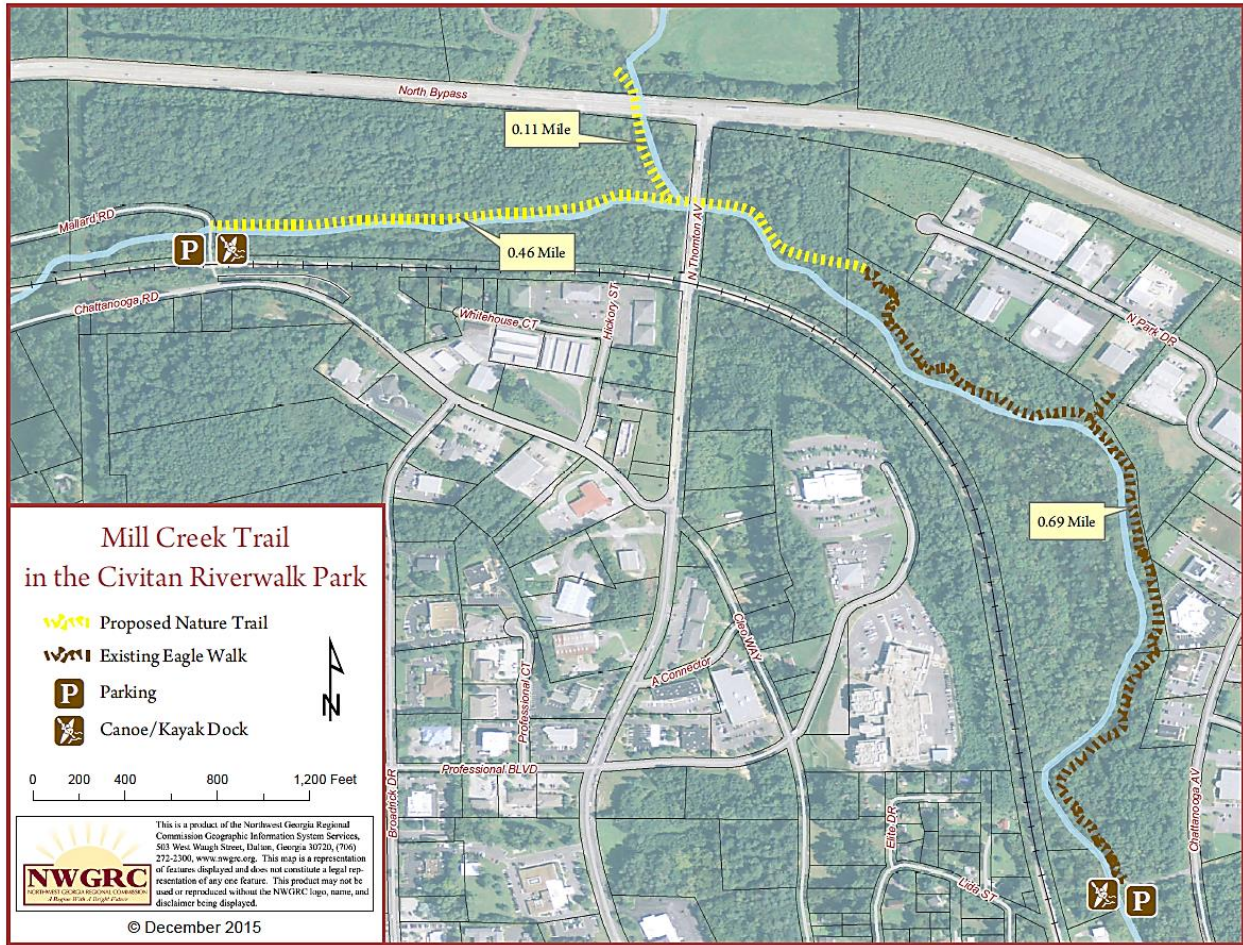
*Raisin Woods Mountain Bike Park in Whitfield County*





2: Existing sidewalk infrastructure in Dalton





3: Graphic from the Dalton Green Hat Plan proposing a greenway to connect Haig Mill Park, Mt. Rachael, to Downtown Dalton



*Conceptual plan for crosswalk improvements at the intersection of Tyler Street and Chattanooga Avenue provided by the Carl Vinson Institute of Government*

### Rail Systems

Two freight rail systems operate in Whitfield County. Norfolk Southern (NS) connects Dalton, Varnell and Cohutta with Cleveland, Tennessee and Rome, Georgia. CSX connects Dalton with Chattanooga, TN and Cartersville, GA and operates more than 2,000 piggyback cars per month. A rail yard in Dalton serves both CSX and NS lines running north/south through Dalton. The two railroad lines actually cross in Dalton. At this crossing, one train must wait on the other, adding delays at upstream crossings. Train officials should work with Dalton officials to find solutions such as “breaking the trains” when more than a 15 minute delay is expected. There are three grade separations at railroad crossings in Dalton at SR 52/Walnut Ave., Gordon St., and Waugh St./MLK Blvd., which provide adequate east-west access in the mid and southern part of Dalton. The northern part of Dalton does not have a grade separation and frequent delays occur in this area.



*Rail freight and transportation has played a significant role throughout Whitfield County since before the Civil War*

Within Dalton, the NS and CSX railroads run on a common track carrying 50 trains per day with speeds from 15 to 50 miles per hour. Within Tunnel Hill, CSX operates 22-26 trains per day with speeds from 22 to 45 miles per hour. Within Varnell, NS operates 27-36 trains per day with speeds from 5 to 50 miles per hour. Within Cohutta, CSX operates 44 trains per day and Norfolk Southern operates between 18 to 27 trains per day with speeds ranging from 1 to 30 miles per hour and 5 to 50 miles per hour respectively.

### Rail Transportation Recommendations & Strategies

CSX Railroad and Norfolk Southern have no long-range plans for the addition of new railroad tracks in the Whitfield/Murray urban area. To provide a quality infrastructure for the operations of freight movement by rail, maintenance of existing rail and replacement of railroad ties are the major activities of these railroad companies.

### Scheduled Infrastructure Upgrade Improvements:

- **Norfolk Southern** – Dalton - Upgrade passing track and construct yard improvements \$5,000,000
- **CSXT** - Atlanta to Chattanooga - TM & W&A - Capacity Expansion, Bridge Upgrades/ connectivity.



### Intelligent Transportation Systems (ITS)

ITS represents the next generation of a more efficient transportation system with new and widened roads providing improved connectivity and capacity; however, these often generate new traffic that eventually requires additional improvements and increases the cost of infrastructure and negatively impacts the environment. Employment of the communication and information processing through ITS can help improve the management of existing and future traffic on the existing street system. The goal of a Regional ITS program is to manage and improve the performance of the existing transportation system. Measures of improved management and performance are reduction in traffic congestion and reduced emergency response times. The following are some examples of ITS projects which can improve the management of traffic on the highway and street network:



*Governor Deal officially opening the Appalachian Regional Port for business in adjacent Murray County. The Appalachian Regional Port will soon change the dynamic of rail and truck freight logistics for the entire region and state.*

### Current ITS Projects:

The City of Dalton installed 18 cameras to observe traffic flow through closed circuit television and make adjustments to signal operations to improve traffic flow and notify emergency responders in the event of accidents or breakdowns. The following list shows where these cameras are located:

**I-75 Northbound at Mile Marker 327.37**

**I-75 Southbound at S. Dalton Bypass**

**I-75 Southbound at Mile Marker 328.66**

**I-75 Southbound at Mile Marker 330.9 S.**

**I-75 Southbound at West Walnut Ave.**

**I-75 Southbound at Mile Marker 334.34**

**I-75 Southbound at Mile Marker 335.73**

**I-75 Southbound at Mile Marker 337.58**

**N. Dalton Bypass at Shugart Rd.**

**N. Dalton Bypass at Willowdale Rd.**

**N. Dalton Bypass at Cleveland Hwy/Glenwood**

**Cleveland Ave. at Dawnville Rd.**

**Dalton Bypass at Chatsworth Hwy.**

**Walnut Ave. at Airport Rd/Murray Ave.**

**Walnut Ave. at Glenwood Ave./Abutment Rd.**

**Walnut Ave. at S. Thornton Ave./S. Dixie Hwy.**

**Walnut Ave. at Tibbs Rd./Dug Gap Rd.**

**S. Dalton Bypass at Lakeland Rd.**



*Example of an ITS equipped traffic light*

# POLICY STATEMENTS

## Introduction

Policies are adopted to provide ongoing guidance and direction to local officials. They provide a basis for making decisions in implementing the comprehensive plan, including achieving the Vision for Future Development and appropriately addressing the Community Needs and Opportunities. Policy statements are identified for each planning element. This plan will incorporate policies into a single joint section in order to reduce unnecessary repetition.

## Housing

- Eliminate substandard or dilapidated housing in our community.
- Stimulate compatible infill housing development in existing neighborhoods.
- Stabilize existing neighborhoods by supporting and promoting appropriate rehabilitation activities through programs such as CHIP, infill construction, and code enforcement.
- Create housing opportunities to ensure that all those who work in the community have a viable option to live in the community.
- Encourage development and redevelopment of housing opportunities that enable residents to live close to their places of employment.
- Accommodate our diverse population by encouraging a compatible mixture of housing types, densities and costs in each neighborhood.
- Encourage housing policies, choices and patterns that move people upward on the housing ladder from dependence to independence (homeownership).
- Increase opportunities for low-to-moderate income families to move into attainable owner-occupied housing.
- Support dispersion of assisted housing throughout the community in order to diversify neighborhoods and eliminate pockets of poverty.
- Encourage a mixture of housing types in developing areas, concentrating higher-intensity housing types (e.g. condominiums, apartments, etc.) into mixed-use developments that make it easy for residents to walk and bike to stores, services and activity centers.
- Encourage the use of Traditional Neighborhood Development (TND) to facilitate higher density, walkable, mixed-use neighborhood developments with a variety of housing types.
- Promote a range of housing opportunities, including attainable housing, single-family and multi-family options, senior housing, and higher value housing.
- Protect established residential areas from encroachment by non-residential uses and automobile-oriented development.
- Encourage public/private partnerships focused on housing development and redevelopment through the use of Tax Allocation Districts (TADs), grant applications, and support of the Flooring Capital Development Corporation (FCDC).
- Encourage redevelopment of blighted, underdeveloped, or vacant areas surrounding downtown Dalton that can be redeveloped for urban-style residential neighborhoods. Such as: pocket neighborhoods, apartments, mixed-use, and planned unit developments.

## Whitfield County Joint Comprehensive Plan 2024-2028

- Improve the quality of residential development to maintain community character and ensure stable long-term property values and neighborhoods.
- Identify mechanisms and programs to eliminate substandard and dilapidated housing, and aggressively pursue building and housing code enforcement to prevent neighborhood deterioration.

## Economic Development

- Support programs for retention, expansion and creation of businesses that are a good fit for our community's economy in terms of job skill requirements, linkages to existing businesses, and diversification of our economic base.
- Target reinvestment to declining, existing neighborhoods, vacant or underutilized sites or buildings in preference to new economic development projects in Greenfield (previously undeveloped) areas of our community.
- Seek to balance the supply of housing and employment in our community and consider their location in relation to each other.
- Consider access to housing and impacts on transportation when considering economic development projects.
- Consider impacts on infrastructure and natural resources in our decision making on economic development projects.
- Consider the employment needs and skill levels of our existing population in making decisions on proposed economic development projects
- Carefully consider costs as well as benefits in making decisions on proposed economic development projects.
- Coordinate economic development activities, including business recruitment efforts, with the County's jurisdictions and the Dalton-Whitfield Joint Development Authority.
- Leverage the County's assets of highway access, higher education, proximity to larger metropolitan areas and technological infrastructure to attract jobs and improve quality of life.
- Encourage the use of public-private mechanisms and private initiatives such as Tax Allocation Districts (TADs), Commercial Improvement Districts (CIDs), and Business Improvement Districts (BIDs) to finance enhancements along important corridors and growth areas.
- Support workforce development efforts in coordination with local K-12 schools as well as Georgia Northwestern Technical College and Dalton State College to prepare our workforce for expanded opportunities available in a more diverse advanced manufacturing economy.
- Support efforts to market downtown Dalton, to recruit a mix of businesses that generate activity in the downtown and provide local shopping, dining, entertainment and service options, and to encourage appropriate rehabilitation and redevelopment.



## Community Facilities & Services

- Ensure strategic expansions of public infrastructure and utilities are economically prudent in regard to long-term operation and maintenance.
- Protect existing infrastructure investments (*i.e.*, already paid for) by encouraging infill redevelopment, and compact development patterns.
- Ensure that new development does not cause a decline in existing levels of service for the community's residents and employers.
- Guide development within our community to areas that can be effectively served by public utilities and infrastructure.
- Promote extension of public sewer infrastructure to serve existing and future housing development in order to protect surface and ground water quality.
- Foster expansion of sewer services to include currently underserved, developed areas and to areas where growth is planned.
- Discourage septic tanks within areas designated for urban and suburban growth and promote the use of packaged systems that can later tap into an expanded sewer infrastructure.
- Ensure that capital improvements needed to accommodate future development are provided concurrent with new development.
- Coordinate provision of public facilities and services with land use planning to promote more compact urban development.
- Use sequential, phased extension of utilities and services to encourage rational expansion of development to areas immediately contiguous to already developed areas of the community.
- Use planned infrastructure expansion to support development in areas identified (in the comprehensive plan) as suitable for such development.
- Seek ways for new growth to pay for itself (in terms of public investment in infrastructure and services to support the development) to the maximum extent possible.
- Invest in parks and open space to enhance the quality of life for our citizens, including in areas where growth is planned.
- Work with the local school board to encourage school location decisions that support the community's overall growth and development plans.
- Support SPLOST as a successful local funding source.
- Utilize Tax Allocation Districts (TAD's) to incentivize investment in strategic areas where new development or re-development has been stagnant

## Transportation

- Make decisions that encourage walking, biking, car-pooling, and other alternative transportation choices.
- Target transportation improvements to support desired development patterns for the community (recognizing that ready availability of transportation creates demand for land development in adjacent areas).
- New and reconstructed roadways will be appropriately designed, using context sensitive design considerations, to enhance community aesthetics and to minimize environmental impacts.
- New and reconstructed roadways will be designed to accommodate multiple functions, including pedestrian facilities, parking, bicycle routes, public transit (if applicable) as well as local vehicular circulation.
- Promote connectivity of our road network (such as fostering a grid network of streets, multiple connections between subdivisions).
- Support creation of a community-wide pedestrian/bike path network.
- Encourage new development that supports and ties in well with existing and planned public transit options in the community.
- Ensure (through traffic calming and other design considerations) that excessive vehicular traffic will not harm the peaceful nature of our residential neighborhoods.
- Ensure that new development is compatible with existing airport facilities and does not impede its function.
- Coordinate with the MPO to plan for and implement transportation needs.
- Coordinate transportation and land use planning.
- Support local and regional public transit opportunities.
- Design new and reconstructed roadways using context sensitive design considerations to enhance community aesthetics and to minimize environmental impacts.
- Design new and reconstructed roadways using “Complete Street” concepts to accommodate multiple functions, including pedestrian facilities, parking, bicycle routes, public transit (if applicable) as well as local vehicular circulation.

## Natural & Cultural Resources

- The protection and conservation of our community's resources will play an important role in the decision-making process when making decisions about future growth and development.
- Minimize inefficient land consumption and encourage more compact urban development in order to preserve green open space and natural resource areas.
- Encourage new development to locate in suitable locations in order to protect natural resources, environmentally sensitive areas, or valuable historic, archaeological or cultural resources from encroachment.
- Factor potential impacts on air and water quality in making decisions on new developments and transportation improvements.
- Infrastructure networks will be developed to steer new development away from sensitive natural resource areas.
- Promote the protection and maintenance of trees and green open space in all new development.
- Promote low impact development that preserves the natural topography and existing vegetation of development sites.
- Ensure that development adjacent to agricultural areas is separated by a buffer in order to protect and preserve the rural viewsheds in this important component of our community.
- Ensure safe and adequate supplies of water through protection of ground and surface water sources.
- Promote enhanced solid waste reduction and recycling initiatives.
- Promote the use of Best Management Practices (BMP) for water quality protection.
- Support minimum state requirements for environmental resource protection and incorporate requirements into the land development review process.
- Protect greenspace and greenway corridors, and expand opportunities for public use with a connected system of greenways and trails.
- Promote the use of mechanisms to preserve greenspace and viable farmland, including grant funds, conservation easements, conservation tax credits, Transfer of Development Rights (TDR) and Purchase of Development Rights (PDR).
- Promote natural, cultural and historic areas as passive-use tourism and recreation destinations.
- Whitfield County sits above a vast shale play containing natural gas. Therefore, natural gas hydraulic fracturing or "fracking" shall not occur at the expense of the county's natural resources or the health of the community and appropriate ordinances should be considered to proactively ensure this policy.

## Land Use

- Review and update our comprehensive plan on a regular basis to ensure planned growth and enact appropriate growth management ordinances.
- Decisions on new development will contribute to, not take away from, our community's character and sense of place.
- Encourage development that is sensitive to the historic context, sense of place, and overall setting of the community.
- Promote development that features design, landscaping, lighting, signage, and scale add value to our community.
- Use land efficiently to avoid the costs and problems associated with urban sprawl.
- Preserve the rural character of our community and provide the opportunity for agricultural and forestry activities to remain a vital part of the community. (Unincorporated *Whitfield County Only*)
- Gateways and corridors will create a "sense of place" for our community.
- Encourage the development of downtown as a vibrant center of the community in order to improve overall attractiveness and local quality of life.
- Commit to creating walkable, safe, and attractive neighborhoods throughout the community, where people have easy access to schools, parks, and necessary services (grocery store, drug store) without having to travel by car.
- Creation of recreational facilities and setting aside of greenspace are important.
- Commit to providing pleasant, accessible public gathering places and parks throughout the community.
- Commit to redeveloping and enhancing existing commercial and industrial areas within our community in preference to new development in Greenfield (previously undeveloped) areas of the community.
- Support appropriate residential and non-residential infill development and redevelopment in ways that complement surrounding areas.
- Encourage mixed-use developments that are human-scale and less auto-oriented.
- Support increases in residential density in areas where community design standards, environmental constraints and available infrastructure capacities can satisfactorily accommodate the increased density.
- Support new land uses that contribute to protecting the environment and preserving meaningful open space.
- Support new land uses that enhance housing options in our community.
- Encourage development of a rational network of commercial or mixed-use nodes (villages, or activity centers) to meet the service needs of citizens while avoiding unattractive and inefficient strip development along major roadways.

## Whitfield County Joint Comprehensive Plan 2024-2028

- Ensure that development codes and ordinances are easily accessible, harmonious, and streamlined to avoid confusion and/or unnecessary delays for homeowners as well as those willing to invest in the community.
- Incorporate land planning and development concepts that may be new to our area but have been tried successfully in other places.
- Encourage the redevelopment of existing underutilized shopping centers (“greyfields”) with walkable, mixed-use development.
- Promote the development of lifestyle amenities, especially in areas such as entertainment, restaurant and shopping in existing and emerging community and regional activity centers.

## Intergovernmental Coordination

- Seek opportunities to share services and facilities with neighboring jurisdictions when mutually beneficial.
- Work jointly with neighboring jurisdictions on developing solutions for shared regional issues (such as growth management, watershed protection).
- Pursue joint processes for collaborative planning and decision-making with neighboring jurisdictions.
- Consult other public entities in our area when making decisions that are likely to impact them.
- Provide input to other public entities in our area when they are making decision that are likely to have an impact on our community or our plans for future development.
- Engage in cooperative planning between the local government and local school board in regard to the appropriate location and use of schools as community facilities.
- Coordinate economic development activities, including business recruitment efforts, among the jurisdictions and the Dalton-Whitfield Joint Development Authority.
- Continue to update the Service Delivery Strategy (SDS) to remain compliant and ensure the highest level of service in every community.
- Continue Local Option Sales Tax (LOST) distribution is fair and equitable for each community.

### Community Vision Survey Connections

Community survey responses (1,167) informed the Future Development Maps, Policies, Needs and Opportunities, and Community Work Programs. The following narrative shows the highest response rates for each non-demographic survey question as well as how these responses resulted in plan policies and projects in the Community Work Program.

#### Survey Question 7: What do you like about Whitfield County (including the Cities)?

- **Small town atmosphere (64%)**- Future development maps include Rural Residential, Rural Crossroads, and Rural Corridors areas. Policies include “Improve the quality of residential development to maintain community character and ensure stable long-term property values and neighborhoods.”
- **Local businesses and restaurants (59%)**- Policies include “Support efforts to market downtown Dalton, to recruit a mix of businesses that generate activity in the downtown and provide local shopping, dining, entertainment and service options, and to encourage appropriate rehabilitation and redevelopment.” Projects include “Bury aerial utility lines in the town center, complete streetscape (Cohutta)” and “Downtown Railroad quiet zone (Dalton).”
- **Scenic views and natural wildlife assets (51%)** Future development maps include Ridge Conservation areas. Policies include “Encourage new development to locate in suitable locations in order to protect natural resources, environmentally sensitive areas, or valuable historic, archaeological or cultural resources from encroachment.” Projects include “Hiking trail at Rocky Face Ridge Battlefield Park (Whitfield Co).”

#### Survey Question 8: What don't you like about Whitfield County (including the Cities)?

- **Blight and unkept properties (43%)** Policies include “Identify mechanisms and programs to eliminate substandard and dilapidated housing, and aggressively pursue building and housing code enforcement to prevent neighborhood deterioration.” The Future Development Map includes Rural and Town Neighborhood Revitalization areas, and projects include “Update the City’s Urban Revitalization Plan (Dalton).”
- **Not enough housing options (38%)** – The Future Development Maps include a range of housing, from Dalton’s Downtown (high density, multi-family residential), to Whitfield’s Rural Residential (low-density, rural). Policies include “Accommodate our diverse population by encouraging a compatible mixture of housing types, densities, and costs in each neighborhood.”
- **Lack of entertainment for all ages (37%)**- Policies include “Promote the development of lifestyle amenities, especially in areas such as entertainment, restaurant and shopping in existing and emerging community and regional activity centers.” Projects include “Construct walking/bike path between Crown Mill Area and Haig Mill Park (Dalton)” and “Tennis and Pickleball court rehabilitation and redesign (Tunnel Hill).”

#### Survey Question 9: What types of management actions would you support for future development?

- **Agricultural and forest conservation (50.7%)** Policies include “Promote the use of mechanisms to preserve greenspace and viable farmland, including grant funds, conservation easements, conservation tax credits, Transfer of Development Rights (TDR) and Purchase of Development Rights



(PDR).”

- **Provide sidewalks/ bike lanes (48%)** Policies include “Support creation of a community-wide pedestrian/bike path network.” Projects include new sidewalks on North Thornton Ave from Tyler St. to hospital campus.

### Survey Question 10. What type of housing are you interested in seeing developed in your community?

- **Workforce/ affordable housing (53%)** Policies state “Create housing opportunities to ensure that all those who work in the community have a viable option to live in the community,” and projects include “Create and adopt design guidelines for multi-family housing development...(Dalton).”
- **More housing catering to the needs of retirees and/or seniors (38%)** Policies include “Promote a range of housing opportunities, including attainable housing, single-family and multi-family options, senior housing, and higher value housing.”
- **Owner -occupied homes with large lots (36%)** Policies include “Improve the quality of residential development to maintain community character and ensure stable long-term property values and neighborhoods.”

### 11. What types of projects would you support to make Whitfield County a better place?

- **Improvements to transportation infrastructure (50%)** Policies include “New and reconstructed roadways will be designed to accommodate multiple functions, including pedestrian facilities, parking, bicycle routes, public transit (if applicable) as well as local vehicular circulation projects.” Projects include intersection improvements, roadway reconstruction, and roundabouts.
- **Removal of blighted buildings for new development (50%)** Policies include “Target reinvestment to declining, existing neighborhoods, vacant or underutilized sites or buildings in preference to new economic development projects in Greenfield (previously undeveloped) areas of our community.”
- **Invest in beautifying highways such as Walnut Avenue, Glenwood Avenue, and Cleveland Highway (47%)** Policies include “Design new and reconstructed roadways using context sensitive design considerations to enhance community aesthetics and to minimize environmental impacts.” Projects include multiple streetscape improvements.

### 12. In your opinion, what is the most significant issue to Whitfield County and its four municipalities?

- **Not enough housing options (13%)** Policies include “Promote a range of housing opportunities, including attainable housing, single-family and multi-family options, senior housing, and higher value housing.” Projects include “Create and adopt design guidelines for multi-family housing development within [Dalton].”
- **Not enough good jobs (11%)** Policies include “Support programs for retention, expansion and creation of businesses that are a good fit for our community’s economy- job skill requirements, linkages to existing businesses, and diversification of our economic base.” Projects include “Purchase 50-100 acres of property for future industrial development.”
- **Young professionals leaving (9%)** Policies include “Support efforts to market downtown Dalton, to recruit a mix of businesses that generate activity in the downtown and provide local shopping, dining, entertainment and service options, and to encourage appropriate rehabilitation and redevelopment.”

# IMPLEMENTATION PROGRAM

From hence forth the plan will focus on individual, rather than joint, needs of each community as previously stated in the *HOW TO USE THIS PLAN* section. Each community will provide a community statement and/or a list of goals, a Report of Accomplishments from the previous 2018-2023 planning period, a list of current Needs and Opportunities, and finally a new Community Work Program for the current 2024-2028 planning period.

## Unincorporated Whitfield County

### VISION STATEMENT

Whitfield County and its cities are a proud and vibrant community that works to promote sustainability and self-sufficiency. We embrace our history while coming together as a community to promote economic growth and development, protect our natural and cultural resources and build a successful future for our children through actions that include:

- Guiding future development with informed land use plans that take into account the protection of our natural resources
- Providing a variety of walkable neighborhoods with sidewalks, greenway trails and bike lanes
- Creating a variety of opportunities for our children, including recreational facilities, historical and educational oriented resources
- An inclusive community that offers a variety of public transportation opportunities for its residents, with special attention given to those disadvantaged by age, income, or special needs
- A community that embraces its history with preservation of historic resources and neighborhoods
- A clean, comfortable, nice, peaceful, family-friendly, and vibrant community
- A community that actively promotes and pursues innovative businesses, while investing in and retaining a high quality of life for our residents
- A regional university that has attractive programs and an enriching educational environment
- A community rich with neighborhood parks



*Historic preservation will continue to play an important role in Whitfield County's future development*



*Canasauga River is a vital resource to the community both as a recreational asset as well as a public water supply*

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### WHITFIELD COUNTY

| WORK PROGRAM ACTIVITY  | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped |
|--|-----------|----------|--|-----------|---------|-------------------------------------|
|  |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |                                     |
| ECONOMIC DEVELOPMENT   |           |          |  |           |         |                                     |
| Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Varnell | 2020      |          |  | 2024      |         |                                     |
| Participate in the Broadband Ready Community Program, with its adopted ordinance                         | 2020      |          |  | 2024      |         |                                     |
| Apply for funding through the Broadband Ready Program  | 2022      |          |  |           | X       | Funding no longer available         |
| TRANSPORTATION   |           |          |  |           |         |                                     |
| Bridges and culvert installation   | 2020-2023 | X        |  |           |         |                                     |
| SR 201 Realignment and improvements from US 41 to I-75 Interchange                                       | 2019-2021 | X        |  |           |         |                                     |
| Improvements to Old LaFayette Road along SR 201 to SR 3  | 2023      |          | 2024   |           |         |                                     |
| Old Tilton Road at Swamp Creek Bridge replacement/upgrades   | 2023      |          | 2024   |           |         |                                     |
| South Dixie Highway, W. Industrial Blvd. and Foster Road intersection improvements                       | 2023      |          | 2025   |           |         |                                     |

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### WHITFIELD COUNTY

| WORK PROGRAM ACTIVITY  | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped  |
|--|-----------|----------|--|-----------|---------|--|
|  |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |  |
| Underwood Road, N. Dalton Bypass to Dawnvile Road reconstruction   | 2023      |          |  | 2025      |         | Other projects took priority   |
| <b>NATURAL AND CULTURAL RESOURCES</b>  |           |          |  |           |         |  |
| Pursue greenspace preservation / acquisition opportunities and development of connected greenways with trails. | 2020      |          | Ongoing                                      |           |         | Policy Statement   |
| Implement the Whitfield County Parks and Recreation Master Plan recommendations.                               | 2020      |          | Ongoing                                      |           |         | Policy Statement<br>More specific projects will be included in the 2024-2028 CWP |
| Grant Farm Park Infrastructure to protect and showcase Civil War archaeological features                       | 2019-2021 | X        |  |           |         |  |
| Designate the entire Prater's Mill site as a local historic site.  | 2019      |          |  |           | X       | Not a priority at this time  |
| Seek National Register designation for the entire Prater's Mill Site   | 2020      |          |  |           | X       | Not a priority at this time  |
| <b>COMMUNITY FACILITIES AND SERVICES</b>   |           |          |  |           |         |  |
| Fire Station Renovations   | 2020-2023 |          | Spring 2024                                  |           |         | Pay Go was just released in Spring of this year.                                 |
| Quick Response Trucks  | 2020-2023 | X        |  |           |         |  |

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### WHITFIELD COUNTY

| WORK PROGRAM ACTIVITY                             | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped   |
|---|-----------|----------|--|-----------|---------|---|
|   |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| New Vehicles – Sheriff Dept.                      | 2020-2023 | X        |  |           |         |   |
| Animal Shelter Renovations                        | 2020-2023 | X        |  |           |         |   |
| Construct Admin Building & Courthouse Renovations | 2020-2023 | X        |  |           |         | Courthouse renovations complete but new admin building was dropped                                  |
| Jail Renovations                                  | 2020-2023 |          | ongoing                                      |           |         | Jail renovations are a matter of operations and maintenance and will not be included in the new CWP |
| Construct Fire Station #12                        | 2020-2023 | X        |  |           |         |   |
| New Fire Engines                                  | 2020-2023 | X        |  |           |         |   |
| Library Upgrades                                  | 2020-2023 | X        |  |           |         |   |
| Construct South Park Pool                         | 2020-2023 |          |  |           | X       | Pool project was replaced by a new playground   |
| Construct South Park Infrastructure               | 2020-2023 | X        |  |           |         |   |
| Construct Westside Community Center               | 2020-2023 |          | 2028   |           |         | Awaiting funding. Reworded in new Community Work Program to include the purchase of property        |
| Add infrastructure Edwards Park                   | 2020-2023 | X        |  |           |         |   |

#### INTERGOVERNMENTAL COORDINATION

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### WHITFIELD COUNTY

| WORK PROGRAM ACTIVITY   | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped  |
|---|-----------|----------|--|-----------|---------|--|
|   |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |  |
| Prepare and implement a unified road development ordinance with Whitfield County, Dalton, Tunnel Hill, and Varnell. | 2020-2022 |          |  |           | X       | Whitfield County is responsible for all road maintenance except the City of Dalton |
| Gain at least one more municipality in the Unified Zoning Ordinance   | 2023      |          |  |           | X       | Not a priority at this time  |



## Needs and Opportunities

### Economic Development: The need or opportunity is to:

- ED1** Promote and invest into efforts to improve accessibility to high-speed broadband for both commercial and residential users in areas of low population density
- ED2** As the Carbondale Business Park nears capacity, identify investments in additional land for industrial development according to land use and infrastructure plans
- ED3** Greater expansion and diversification of industries and employment opportunities is needed

### Housing: The need or opportunity is to:

- H1** Promote housing opportunities for a diversified array of new housing options and price levels
- H2** Lack of public infrastructure including wastewater currently limits the potential for new housing developments
- H3** Existing housing stock is aging and outdated and is not attracting current buyers
- H4** Whitfield County is a regional leader in industrial and manufacturing employment and there is a great need to provide housing in Whitfield County for all workforce segments, from technicians to high-level management
- H5** Improve infrastructure in underserved portions of the unincorporated county

### Transportation: The need or opportunity is to:

- T1** Address aging transportation infrastructure by refurbishing or replacing road infrastructure, with a focus on bridges with low GDOT sufficiency ratings and intersection improvements
- T2** Improve safety, visibility and accessibility of commercial corridors to reduce conflict points and improve the flow of traffic
- T3** Continue investment in roundabout construction at key intersections to improve safety and traffic flow
- T4** For improved safety of roadways and greater cost-effectiveness, upgrade maintenance equipment
- T5** Additional mobility options including expansion of transit is needed to ensure all Whitfield County residents are able to access needed goods and services

### Natural and Cultural Resources: The need or opportunity is to:

- NC1** Protect and preserve the county's historical assets and landmarks from adverse impacts associated with future growth
- NC2** Expand access to key historic and cultural resources and add amenities to promote good site usage- trails, restrooms, parking- while preventing adverse impacts
- NC3** Capitalize on the county's abundance of intact Civil War battlefields and associated assets, and add amenities and access as needed
- NC4** Preserve natural greenspace
- NC5** There is a need to expand Parks and Recreation offerings, programs, and facilities. This includes adding new parks and fields, adding new features and amenities to existing parks and fields, and adding lighting and safety features within the parks
- NC6** There is a need for an additional community center to serve western Whitfield County
- NC7** Improve active and passive recreation infrastructure

### Community Facilities and Services: The need or opportunity is to:

- CF1** Ensure that public safety departments have the equipment needed to improve the already high level of service throughout the county
- CF2** Continue investing in the county's fire service including renovations, expansion of infrastructure to stations, and equipment for EV needs
- CF2** Ensure residents have access to animal welfare information
- CF4** Address the issues regarding aging public buildings via renovation or reconstruction

### Land Use: The need or opportunity is to:

- LU1** Update ordinances to comply with new requirements and to create more fluidity and easier administration as development steadily increases

## Whitfield County Joint Comprehensive Plan 2024-2028

| COMMUNITY WORK PROGRAM, 2024-2028 |  |      |      |      |      |      |                  |                          |   |
|-----------------------------------|--|------|------|------|------|------|------------------|--------------------------|---|
| WHITFIELD COUNTY                  |  |      |      |      |      |      |                  |                          |   |
| Need/<br>Opportunity<br>Code:     | Activity Description   | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source        | Responsible<br>Party                      |
| <b>ECONOMIC DEVELOPMENT</b>       |  |      |      |      |      |      |                  |                          |   |
| ED-1                              | Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Varnell | X    |      |      |      |      | \$2,000          | Legal Fees, General Fund | Community Development                     |
| ED-1                              | Participate in the Broadband Ready Community Program, with its adopted ordinance                         |      | X    |      |      |      | \$1,000          | General Fund             | Community Development                     |
| ED-2<br>ED-3                      | Purchase 50-100 acres of property for future industrial development                                      | X    | X    | X    | X    | X    | \$1,000,000      | JDA Funds                | JDA                                       |
| <b>HOUSING</b>                    |  |      |      |      |      |      |                  |                          |   |
| H-1, H-2,<br>H-3, H-4,<br>H-5     | Expand sewer from Cleveland Highway to serve future housing development                                  |      | X    | X    |      |      | \$1,000,000      | CDS Grant Matching Funds | Community Development<br>Dalton Utilities |
| <b>TRANSPORTATION</b>             |  |      |      |      |      |      |                  |                          |   |
| T-2<br>T-3                        | Improvements to Old LaFayette Road along SR 201 to SR 3  | X    |      |      |      |      | \$3,200,000      | LMIG                     | County Engineer, Public Works             |
| T-2                               | Old Tilton Road at Swamp Creek Bridge replacement/upgrades   | X    |      |      |      |      | \$1,200,000      | LMIG                     | County Engineer, Public Works             |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### WHITFIELD COUNTY

| Need/<br>Opportunity<br>Code:  | Activity Description   | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source          | Responsible<br>Party          |
|--------------------------------|--|------|------|------|------|------|------------------|----------------------------|-------------------------------|
| T-1<br>T-2                     | South Dixie Highway, W. Industrial Blvd. and Foster Road intersection improvements |      | X    |      |      |      | \$1,800,000      | LMIG                       | County Engineer, Public Works |
| T-1<br>T-2                     | Underwood Road, N. Dalton Bypass to Dawnville Road reconstruction                  |      | X    |      |      |      | \$1,200,000      | LMIG                       | County Engineer, Public Works |
| T-4                            | Add an additional mowing crew with a new tractor and Mowing Max machine            |      | X    | X    |      |      | \$450,000        | SPLOST Additional Salaries | Public Works                  |
| T-3                            | Houston Valley + Mt. Vernon intersection roundabout                                | X    | X    |      |      |      | \$1,000,000      | SPLOST                     | Engineering Dept.             |
| T-4                            | Brine Spray equipment and batch facility   | X    | X    |      |      |      | \$175,000        | General Fund               | Public Works                  |
| T-5                            | Purchase three new transit busses  |      |      | X    | X    |      | \$350,000        | 5307 Funds and 10% Match   | Transit Dept.                 |
| T-5                            | Construct additional bus storage at bus barn                                       |      |      | X    | X    |      | \$20,000         | 5307 Funds and Match       | Transit Dept.                 |
| NATURAL AND CULTURAL RESOURCES |  |      |      |      |      |      |                  |                            |                               |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### WHITFIELD COUNTY

| Need/<br>Opportunity<br>Code: | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source           | Responsible<br>Party |
|-------------------------------|---|------|------|------|------|------|------------------|-----------------------------|----------------------|
| NC-2                          | Praters Mill new restroom facility                                    | X    | X    |      |      |      | \$80,000         | BIL Grant<br>Match          | Parks & Rec          |
| NC-2<br>NC-4                  | Praters Mill walking track  |      | X    | X    |      |      | \$50,000         | BIL Grant<br>Match          | Parks & Rec          |
| NC-2<br>NC-1                  | 80 additional parking spaces at Praters Mill                          |      | X    | X    |      |      | \$100,000        | BIL Grant<br>Match          | Parks & Rec          |
| NC-7                          | Tennis Ball and Pickle ball courts at Edwards Park                    | X    | X    |      |      |      | \$1,100,000      | SPLOST                      | Parks & Rec          |
| NC-5                          | LED light retrofit at Edwards Park for walking tracks and parking lot |      |      | X    |      |      | \$1,000,000      | SPLOST                      | Parks & Rec          |
| NC-7                          | Westside Park soccer field and walking track                          | X    |      |      |      |      | \$2,700,000      | SPLOST                      | Parks & Rec          |
| NC-2<br>NC-3<br>NC-4          | Hiking trail at Rocky Face Ridge Battlefield Park and privy           | X    | X    |      |      |      | \$100,000        | LWCF +<br>matching<br>funds | Parks & Rec          |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### WHITFIELD COUNTY

| Need/<br>Opportunity<br>Code:            | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source             | Responsible<br>Party                  |
|--|---|------|------|------|------|------|------------------|-------------------------------|---------------------------------------|
| NC-2<br>NC-1                             | Additional restroom facilities at Rocky Face Ridge<br>Battlefield Park  |      |      | X    | X    |      | \$200,000        | SPLOST                        | Parks & Rec                           |
| NC-6                                     | Purchase property and Construct Westside<br>Community Center  |      |      | X    | X    | X    | \$6,000,000      | SPLOST                        | Parks & Rec                           |
| <b>COMMUNITY FACILITIES AND SERVICES</b> |   |      |      |      |      |      |                  |                               |                                       |
| CF-1<br>CF-2<br>CF-4                     | Fire Station Renovations  | X    | X    |      |      |      | \$550,000        | SPLOST                        | Fire Dept.                            |
| CF-2                                     | Sewer expansion to fire stations  |      |      | X    | X    |      | \$625,000        | SPLOST                        | Fire Dept.                            |
| CF-1<br>CF-2                             | Water tender for additional water to suppress<br>electric vehicle fires   |      |      | X    |      |      | \$895,000        | SPLOST,<br>Fire Fund<br>Grant | Fire Dept.                            |
| CF-2                                     | Develop and launch an education program aimed at<br>spay and neuter promotion to reduce animal shelter<br>occupancy over time |      | X    | X    |      |      | \$10,000         | Staff Time                    | Animal<br>Shelter                     |
| CF-4                                     | Redesign Senior Center parking lot to improve<br>traffic flow   | X    | X    | X    |      |      | \$10,000         | Staff Time<br>Materials       | Senior Center<br>Maintenance<br>Dept. |
| <b>LAND USE</b>                          |   |      |      |      |      |      |                  |                               |                                       |



## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### WHITFIELD COUNTY

| Need/<br>Opportunity<br>Code: | Activity Description   | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source        | Responsible<br>Party   |
|-------------------------------|--|------|------|------|------|------|------------------|--------------------------|------------------------|
| LU-1                          | Adopt new parking requirements in the Unified Zoning Ordinance | X    | X    |      |      |      | \$5,000          | Staff Time<br>Legal Fees | Planning and<br>Zoning |

## Town of Cohutta

### Community Goals

Cohutta is a small town with a big sense of place and a desire to keep track of their rural foundations, close community, and friendly atmosphere as they move into the twenty-first century and face the changes the future may bring. Because they are not a large community, a sense of where they want to go is best described with a series of goals and accompanying policies developed to fit the town's specific needs. The goals cover seven planning categories for managing resources: Economic Development, Housing, Transportation, Natural and Cultural Resources, Community Facilities and Services, Land Use, and Intergovernmental Coordination. These goals and policies reflect the overarching needs and opportunities developed by the stakeholder committee and attending public in the SWOT analysis.



*Previously utilized as the Town Clerk's Office, this building is now home to a gourmet ice cream parlor in the town center*

### Economic Development

#### Goal

Encourage development or expansion of businesses and industries that broaden employment opportunities and income while minimizing impacts on local infrastructure and our rural environment by ensuring these new investments are appropriately scaled to maintain the character of our small town.

#### Policy

*Desirable businesses provide employment, good income, and adaptive reuse of existing buildings.*

*Business or industry impacts on infrastructure and the environment are serious considerations in our rural community.*

*Business activity nodes are preferable to random locations in the community.*

*Enhance attractiveness and viability of Main Street and the downtown/town center*

## Housing

### Goal

Safe, adequate, and affordable housing should be available for all citizens.

### Policy

*We will work to eliminate substandard or dilapidated housing in our community.*

*We will promote quality housing construction and subdivision development and also housing infill among existing lots.*

## Transportation

### Goal

Support and participate in the county-wide transportation planning that can serve residents and enhance area economic development.

### Policy

*The design and construction of new or rebuilt streets, sidewalks and trails can help create efficiency and connectivity in the community.*

*Alternative transportation options, like bicycle and pedestrian systems, including trails and sidewalks, can work in our community and provide physical, social, and economic benefits for local residents.*

*Continue a working relationship with The Greater Dalton MPO.*

## Natural and Cultural Resources

### Goal

Conservation and management of sensitive natural resources can enhance the green spaces that are characteristic of our rural environment.

### Policy

*The protection and conservation of our community's natural resources (trees, terrain, water, and open space) and historic homes, buildings, and sites will play an important role when making decisions about future growth and development.*

*Low impact development that preserves natural topography, existing vegetation, springs, and existing stream courses is a preference in our community.*

*Protection of water supply watersheds, ground water recharge areas, and wetlands are recognized as our responsibility.*

## Community Facilities and Services

### Goal

Provide sufficient facilities to administer governance, maintain public safety, enhance quality of life, and be responsive to local growth and development.

### Policy

*Remain responsive and flexible to potential changes needed in the water and septic/sewer services available to the area.*

*Fire, police, solid waste, and emergency services and facilities are priorities for maintaining public safety and health.*

*Recreation and park facilities and services represent an investment in our quality of life and the social interaction of our population.*

*Maintenance and updates of public facilities, as needed, are visible statements about civic pride, community support, and the desire to be successful.*

## Land Use

### Goal

Maintaining the rural, historic community atmosphere is an important quality of life issue for local residents.

### Policy

*Decisions on new development will contribute to, not take away from, our community's rural, scenic character and historic sense of place.*

*Enhance features that make Cohutta walkable and improve pedestrian access to the core of the community surrounding the school, park, and business services.*

*Low density residential development is supportive of our rural environment.*

*New land uses must support protection of the environment and the preservation or creation of open space, buffers, greenbelts, and trails.*

*Agriculture and forestry remain a viable part of our community.*

*Continue to upgrade and implement the nuisance ordinance.*

*Explore means to buffer incompatible uses where city and county permitted land use conflicts.*

*Zone for assisted living facilities and senior living facilities.*

*Consider scale capability of new commercial development to ensure that said development compliments the existing character of the town.*

# Whitfield County Joint Comprehensive Plan 2024-2028

## Intergovernmental Coordination

### Goal

Cooperation with other local governments, local agencies, and the State influence and contribute to our success.

### Policy

*Continue joint comprehensive planning efforts with all governments for efficiency and mutual benefits.*

*Update and implement the Comprehensive Plan as a guide for local decision-making.*

*Coordinate with the Whitfield County School Board for mutual use of the school as a community facility.*

*We are receptive to collaboration with other local governments on matters of mutual interest.*

*We are committed to the intent and occasional review and update of the Service Delivery Strategy.*

*Available grants are important to our success and can make our budget more efficient.*

*Continue to add streetlights as the community grows*



*Since 2018, Cohutta's quaint town center has been transformed from vacant buildings to a thriving business district with more investment expected to follow. See photos above illustrating the revitalization of underutilized and vacant commercial buildings along Wolfe St.*

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### TOWN of COHUTTA

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |                                     |           |         | Explanation if postponed or dropped  |
|---|------|----------|-------------------------------------|-----------|---------|--|
|   |      | Complete | Underway; Projected Completion Date | Postponed | Dropped |  |
| ECONOMIC DEVELOPMENT  |      |          |                                     |           |         |  |
| Coordinate with Dalton Utilities to extend Optilink infrastructure to the residential and commercial areas of town. | 2020 |          | 2028                                |           |         |  |
| Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Cohutta            | 2020 | X        |                                     |           |         |  |
| Participate in the Broadband Ready Community Program, with its adopted ordinance                                    | 2020 |          | 2025                                |           |         |  |
| Apply for funding through the Broadband Ready Program   | 2022 |          |                                     |           | X       | Funding no longer available  |
| TRANSPORTATION  |      |          |                                     |           |         |  |
| Improve Parking areas in the town center, streetscapes, new striping for on and off-street parking                  | 2023 |          | 2026                                |           |         | New light posts installed and striping completed as well as a new crosswalk. Project reworded for streetscape and moved to economic development in new CWP |
| NATURAL AND CULTURAL RESOURCES  |      |          |                                     |           |         |  |



## REPORT OF ACCOMPLISHMENTS, 2019-2023

### TOWN of COHUTTA

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |  |           |         | Explanation if postponed or dropped                             |
|---|------|----------|--|-----------|---------|---|
|   |      | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| Apply for a National Register Historic District for Andrew's Chapel and associated grounds and structures.              | 2020 |          |  |           | X       | Building stabilization and repair takes precedence at this time |
| Prepare and install interpretive signage for existing historic structures (possibly link with trails and Scenic Byway). | 2023 |          | 2027   |           |         |   |
| COMMUNITY FACILITIES AND SERVICES   |      |          |  |           |         |   |
| Upgrade Garbage Truck   | 2020 |          | 2026   |           |         |   |
| Coordinate with Dalton Utilities to extend Sewer infrastructure to the residential and commercial areas of town.        | 2020 | X        |  |           |         |   |
| Waste containers for residences   | 2020 |          | 2026   |           |         |   |
| Upgrade lighting along the walking track  | 2022 | X        |  |           |         |   |
| Technology hardware and software upgrades for Town Hall and public works  | 2020 | X        |  |           |         |   |
| Create a Cohutta Welcome sign   | 2021 |          | 2025   |           |         |   |

## REPORT OF ACCOMPLISHMENTS, 2019-2023

### TOWN of COHUTTA

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |  |           |         | Explanation if postponed or dropped |
|---|------|----------|--|-----------|---------|-------------------------------------|
|   |      | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |                                     |
| Update the town of Cohutta website with links to:<br>1. Annual recreation and entertainment events in town.<br>2. Marketing the community to professional offices and other service businesses.<br>3. Whitfield County Transit for public transportation.<br>4. Marketing of the Community Center for use.<br>5. Orientation information for newcomers.<br>6. Promote the Cohutta-Chattahoochee Scenic Byway. | 2021 | X        |  |           |         |                                     |
| Prepare and adopt a façade ordinance  | 2023 | X        |  |           |         |                                     |
| Amend subdivision regulations for conservation design criteria.   | 2023 | X        |  |           |         |                                     |

## Needs and Opportunities

### Economic Development: The need or opportunity is to:

- ED1** There is a need to improve the appearance and connectivity of downtown infrastructure to attract and retain businesses and customers
- ED2** Broadband speeds and availability can be improved through partnerships with providers and participation in Georgia's Broadband Ready program
- ED3** While Cohutta is a small town, resources can still be relatively spread out and not walkable. Improvement in connectivity is needed from recreation assets to central Cohutta

### Natural and Cultural Resources: The need or opportunity is to:

- NR1** Preserve the heritage and history of Cohutta's African American community
- NR2** The Cohutta-Chattahoochee Scenic Byway is a tourism development tool which can be used to draw visitors and revenues to downtown Cohutta

### Community Facilities and Services: The need or opportunity is to:

- CF1** Additional recreation amenities are needed, as are improvements to existing facilities
- CF2** Investment in solid waste services equipment and vehicles are needed
- CF3** Due to a loss of the previous police station, a new station is needed
- CF4** Signage is needed to provide placemaking and to welcome visitors to Cohutta

## Whitfield County Joint Comprehensive Plan 2024-2028

| COMMUNITY WORK PROGRAM, 2024-2028        |   |      |      |      |      |      |                  |                               |                      |
|--|---|------|------|------|------|------|------------------|-------------------------------|----------------------|
| TOWN OF COHUTTA                          |   |      |      |      |      |      |                  |                               |                      |
| Need/<br>Opportunity<br>Code:            | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source             | Responsible<br>Party |
| <b>ECONOMIC DEVELOPMENT</b>              |   |      |      |      |      |      |                  |                               |                      |
| ED-1                                     | Bury aerial utility lines in the town center and complete streetscape   |      |      | X    | X    |      | \$500,000        | SPLOST<br>ARC Grant           | Mayor &<br>Council   |
| ED-2                                     | Participate in the Broadband Ready Community Program, with its adopted ordinance  | X    | X    |      |      |      | \$1,000          | Staff Time<br>& Legal<br>Fees | Mayor &<br>Council   |
| ED-3                                     | Create a master plan to improve and connect recreation assets to the town center  |      | X    | X    |      |      | \$50,000         | ARC Grant                     | Mayor &<br>Council   |
| ED-2                                     | Coordinate with Dalton Utilities to extend Optilink fiberoptic network to the residential and commercial areas of the town. | X    | X    | X    | X    | X    | \$250,000        | Grant<br>Funding              | Dalton<br>Utilities  |
| <b>NATURAL AND CULTURAL RESOURCES</b>    |   |      |      |      |      |      |                  |                               |                      |
| NR-1                                     | Andrews Chapel stabilization  | X    | X    | X    |      |      | \$150,000        | SPLOST<br>Grants              | Mayor &<br>Council   |
| NR-2                                     | Prepare and install interpretive signage for existing historic structures (possibly link with trails and Scenic Byway).     |      |      | X    | X    |      | \$5,000          | General<br>Fund               | Mayor &<br>Council   |
| <b>COMMUNITY FACILITIES AND SERVICES</b> |   |      |      |      |      |      |                  |                               |                      |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### TOWN OF COHUTTA

| Need/<br>Opportunity<br>Code: | Activity Description              | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source            | Responsible<br>Party         |
|-------------------------------|-----------------------------------|------|------|------|------|------|------------------|------------------------------|------------------------------|
| CF-1                          | Tennis and pickle ball courts     |      | X    | X    |      |      | \$80,000         | LWCF<br>Grant                | Mayor &<br>Council           |
| CF-2                          | Upgrade Garbage Truck             |      |      | X    |      |      | \$250,000        | SPLOST<br>USDA<br>Grant      | Mayor &<br>Council           |
| CF-1                          | Repave walking track              | X    |      |      |      |      | \$50,000         | General<br>Fund              | Whitfield<br>Public<br>Works |
| CF-3                          | Build or lease new police station | X    |      |      |      |      | \$300,000        | SPLOST<br>USDA<br>Grant/loan | Mayor &<br>Council           |
| CF-2                          | Waste containers for residents    | X    | X    | X    |      |      | \$50,000         | General<br>Fund              | Mayor and<br>Council         |
| CF-4                          | Create a Cohutta welcome sign     |      | X    | X    |      |      | \$25,000         | SPLOST                       | Mayor and<br>Council         |

## City of Dalton

### Vision Statement

Dalton shares with the unincorporated Whitfield County community the collective vision for the area while also owning some of its own uniqueness. So, in addition to the collective vision, the City of Dalton has defined its future vision that includes:

- Coordination and efficient use and expansion of the City's public facilities and services
- A community offering a variety of alternative transportation connections such as sidewalks, greenway trails, bike lanes, and multi-use corridors
- A thriving and resilient downtown showcasing numerous historic resources that serves as the business/civic center of the community
- The revitalization of blighted commercial centers and aging industrial areas making way for adaptive reuse and redevelopment to serve the needs of the modern economy
- Preserving the character of established neighborhoods and supporting revitalization efforts to increase housing opportunities and neighborhood stability
- Housing options that meet the needs of the entire community



*Dalton State College's ever-growing degree programs continue to produce a skilled workforce for the community and region*



*Reducing traffic congestion and improving the aesthetics of Dalton's gateway corridors, such as Walnut Ave, continues to be a high priority*



## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### CITY OF DALTON

| WORK PROGRAM ACTIVITY   | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped  |
|---|-----------|----------|--|-----------|---------|--|
|   |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |  |
| ECONOMIC DEVELOPMENT  |           |          |  |           |         |  |
| Conduct an evaluation of the entire permitting process for development of property, make improvements to streamline, and ensure that the process is accessible in many communication mediums  | 2020-2021 | X        |  |           |         |  |
| Improve property values and community safety by destruction or remodel of 30 blighted or unsafe structures  | 2019-2023 |          | 2025   |           |         | The City has made significant progress on blight removal. This project will evolve into the creation of housing improvement zones in the new CWP |
| HOUSING   |           |          |  |           |         |  |
| Facilitate development of Mixed-Use locations within the Downtown C-3 District, and areas adjacent to Downtown by amending restrictive ordinances to provide more flexibility while still ensuring public safety and the preservation of the downtown’s integrity | 2021-2023 | X        |  |           |         |  |
| TRANSPORTATION  |           |          |  |           |         |  |

## REPORT OF ACCOMPLISHMENTS, 2019-2023

### CITY OF DALTON

| WORK PROGRAM ACTIVITY  | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped   |
|--|-----------|----------|--|-----------|---------|---|
|  |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| Retrofit all decorative streets with LED fixtures on Hamilton Street, Pentz Street, City Hall and Cemetery   | 2020      | X        |  |           |         |   |
| Install curbing/gutter, sidewalks and drainage on North Thornton Avenue from Tyler Street north to Memorial Drive  | 2020      |          | 2025   |           |         |   |
| Install mast arm signals and pedestrian signals/crosswalks on Thornton Avenue at Crawford, Cuyler, Morris & Emery Streets intersections  | 2021      |          | 2025   |           |         |   |
| Streetscape work, such as sidewalks, decorative street lights, trees, new drainage, etc. for remaining portions of Cuyler, Pentz and Gordon Streets  | 2023      |          | 2025   |           |         |   |
| South Thornton Avenue Improvements: Correct drainage issues, add curb/gutter, add sidewalks and update corridor esthetics from Walnut Avenue south to Threadmill Road. Length is: 1.05 Miles | 2022      |          | 2028   |           |         |   |
| Gordon Street Bridge structural repairs and upgrades construction phase  | 2020-2021 | X        |  |           |         |   |
| East Morris St. Improvements: Correct drainage issues, add curb/gutter, add sidewalks and update corridor esthetics from Walnut Ave. to Fredrick St. Length is 2.5 miles                     | 2023      |          | 2027   |           |         | Fredrick to Grimes St. complete. Green St. to Fredrick St. and Grimes St. to Walnut Ave. remain |

# Whitfield County Joint Comprehensive Plan 2024-2028

## REPORT OF ACCOMPLISHMENTS, 2019-2023

### CITY OF DALTON

| WORK PROGRAM ACTIVITY   | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped   |
|---|-----------|----------|--|-----------|---------|---|
|   |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| NATURAL AND CULTURAL RESOURCES  |           |          |  |           |         |   |
| Facilitate the sale of the historic Dalton Depot into private ownership and ensure its renovation as a historic landmark and commercial space | 2020      | X        |  |           |         |   |
| Restoration of the West Hill Cemetery Chapel  | 2020      | X        |  |           |         |   |
| COMMUNITY FACILITIES AND SERVICES   |           |          |  |           |         |   |
| Renovate John Davis Recreation and community center as rec dept. headquarters and multi-use community center                                  | 2021-2022 |          | 2024   |           |         |   |
| Construct walking/bike path between Crown Mill Area and Haig Mill Park  | 2020      |          | 2028   |           |         | Phase 1 complete  |
| Conduct engineering and survey work for trail connection between Crown Mill Area and Heritage Point Park                                      | 2021-2022 |          |  | 2030      |         | Other projects have taken priority. This project, while desired, will not be revisited until 2030 |
| Increase hangar lease space at Dalton Airport by 16 t-hangers, and 4 large hangars  | 2020-2023 |          | 2025   |           |         |   |
| Acquire property and construct joint public safety training center along abutment rd. adjacent to fire station #2                             | 2021-2023 |          | 2027   |           |         |   |

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### CITY OF DALTON

| WORK PROGRAM ACTIVITY  | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped                    |
|--|-----------|----------|--|-----------|---------|--|
|  |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |  |
| Construct new City Fire Station (move Station #2) Use existing Station #2 as part of the new public safety training center   | 2023      |          | 2026   |           |         |  |
| Develop walking path/signage for safe pedestrian and bike travel from East Dalton to Downtown via Gordon Street Bridge. (See 2018 UGA Downtown Master plan for concepts)   | 2021-2022 |          |  |           | X       | Issues with traffic flow resulting from the conversion |
| Riverwater Drinking Water Treatment Plant Overhaul consisting of a new chemical feed system, new raw water intake structure and pumping station and will construct a new filter building to utilize pressurized membrane filters to replace traditional filter media filtration. | 2019-2021 | X        |  |           |         |  |
| <b>LAND USE</b>  |           |          |  |           |         |  |
| Annex properties necessary to place Haig Mill Lake Park within corporate limits of Dalton  | 2020-2021 |          | 2024   |           |         |  |
| Determine a residential/commercial ratio for urban dwellings in Downtown C-3 District  | 2022      | X        |  |           |         |  |

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### CITY OF DALTON

| WORK PROGRAM ACTIVITY   | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped   |
|---|-----------|----------|--|-----------|---------|---|
|   |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| Evaluate property tracts within the C-3 District and identify candidate locations for 100% residential dwellings as recommended in the Greater Dalton Housing Strategy  | 2019-2021 |          | 2024   |           |         | Reworded in new CWP: The Planning Department is developing an Urban PUD to address this issue |
| Create and adopt design guidelines for multi-family housing development within the city to ensure new multi-family structures are of a quality to meet the city's housing needs and promote sustainable development | 2022      |          | 2024   |           |         |   |
| <b>INTERGOVERNMENTAL COORDINATION</b>   |           |          |  |           |         |   |
| Work with the UGA Carl Vinson Institute of Government to complete the downtown master plan  | 2019      | X        |  |           |         |   |
| Work with the Neighborhood Stabilization Program (NSP) to complete two of the four properties in the city   | 2020      | X        |  |           |         |   |
| Work with the Neighborhood Stabilization Program (NSP) to develop the remaining two properties in the city after funding is made available from the previous sales  | 2021-2023 |          | 2028   |           |         |   |

## Needs and Opportunities

### Economic Development: The need or opportunity is to:

- ED1** Blight and neglect of residential properties are negatively affecting housing conditions and opportunity for reinvestment
- ED2** Dalton's historic location on two railroad tracks has also led to noise concerns that can be disruptive to the downtown visitor experience

### Housing: The need or opportunity is to:

- H1** To continue to address and improve housing conditions using redevelopment tools including local and state resources, an updated Urban Redevelopment Plan is needed

### Transportation: The need or opportunity is to:

- T1** Increasing development, pervious surfaces, and transportation demands call for additional investment in street infrastructure, including sidewalks, curb and gutter, and drainage, to address stormwater, signalization, and pedestrian mobility needs
- T2** Additional investments are also needed in streetscape design, esthetics, and amenities to ensure safe, accessible, attractive connectivity to retail, community services, and parks
- T3** Pedestrian and bicycle connections are needed to link key recreation resources
- T4** Additional mobility options are needed to ensure all Dalton residents are able to access needed goods and services
- T5** Stormwater demands are increasing, and additional resources are required to address identified needs to improve stormwater infrastructure

### Natural and Cultural Resources: The need or opportunity is to:

- NR1** Maintaining cemeteries serves a critical community and heritage function
- NR2** To identify recreation needs and allocate resources to serve all Dalton residents, a new parks and recreation master plan is needed
- NR3** There is an increasing need for public resources for mental health



### Community Facilities and Services: The need or opportunity is to:

- CF1** Community-facing and internal office and meeting space needs are growing and can be met by upgrading existing facilities for reuse
- CF2** Improvements in airport capacities and services are required to meet changing needs
- CF3** Renovate and reuse existing facilities and add new facilities as needed to meet public safety training requirements
- CF4** Add fire stations and services necessary to maintain and improve level of fire service
- CF5** There is a need to expand recreational offerings and facilities to serve the growing City population. This includes adding new parks, adding new features, courts, and amenities to existing parks and fields, and adding connectivity within the parks

### Land Use: The need or opportunity is to:

- LU1** To better serve Dalton residents, bring additional land into City to meet expanding recreation needs
- LU2** Additional planning and land use tools are needed to incentivize redevelopment in key areas
- LU3** Additional planning and land use tools are needed to ensure equitable and high-quality multi-family housing product

### Intergovernmental Coordination: The need or opportunity is to:

- IG1** Work with state and federal agencies to address vacant housing units in the city

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF DALTON

| Need/<br>Opportunity<br>Code: | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source                      | Responsible<br>Party                                      |
|-------------------------------|---|------|------|------|------|------|------------------|--|---|
| <b>ECONOMIC DEVELOPMENT</b>   |   |      |      |      |      |      |                  |  |   |
| ED-1                          | Creation of housing improvement districts to address blight and incentivize reinvestment  |      | X    |      |      |      | \$5,000          | General Fund                           | Code Enforcement  |
| ED-2<br>H-1                   | Downtown Railroad quiet zone  |      | X    | X    |      |      | \$2,500,000      | SPLOST<br>Grant Funds                  | City Administrator  |
| <b>HOUSING</b>                |   |      |      |      |      |      |                  |  |   |
| H-1                           | Update the City's Urban Revitalization Plan   | X    | X    |      |      |      | \$5,000          | Staff Time                             | NWGRC,<br>Housing<br>Authority,<br>Planning and<br>Zoning |
| <b>TRANSPORTATION</b>         |   |      |      |      |      |      |                  |  |   |
| T-1                           | Install curbing/gutter, sidewalks and drainage on North Thornton Avenue from Tyler Street north to Memorial Drive                       |      | X    |      |      |      | \$250,000        | SPLOST                                 | Public Works  |
| T-1<br>T-2<br>T-3             | Install mast arm signals and pedestrian signals/crosswalks on Thornton Avenue at Crawford, Cuyler, Morris & Emery Streets intersections |      | X    |      |      |      | \$350,000        | 2019<br>SPLOST<br>&<br>General<br>Fund | Public Works<br>Street &<br>Traffic<br>Divisions          |

# Whitfield County Joint Comprehensive Plan 2024-2028

## COMMUNITY WORK PROGRAM, 2024-2028

### CITY OF DALTON

| Need/<br>Opportunity<br>Code: | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source                        | Responsible<br>Party            |
|-------------------------------|---|------|------|------|------|------|------------------|--|---------------------------------|
| T-1<br>T-2<br>T-3             | Streetscape work, such as sidewalks, decorative streetlights, trees, new drainage, etc. for remaining portions of Cuyler, Pentz and Gordon Streets  |      | X    |      |      |      | \$2,500,000      | SPLOST<br>BIL Grant<br>for Cuyler<br>St. | Public Works<br>Street Division |
| T-1<br>T-2<br>T-3             | South Thornton Avenue Improvements: Correct drainage issues, add curb/gutter, add sidewalks and update corridor esthetics from Walnut Avenue south to Threadmill Road. Length is: 1.05 Miles  |      |      |      |      | X    | \$2,000,000      | SPLOST                                   | Public Works                    |
| T-1<br>T-2<br>T-3             | East Morris St. Improvements: Correct drainage issues, add curb/gutter, add sidewalks and update corridor esthetics from Green St. to Fredrick St. and Grimes St. to Walnut Ave.  |      |      |      | X    |      | \$2,000,000      | SPLOST                                   | Public Works                    |
| T-1<br>T-2<br>T-3             | Construct walking/bike path between Crown Mill Area and Haig Mill Park  | X    | X    | X    | X    | X    | \$4,500,000      | SPLOST<br>&Gen<br>Fund,<br>RTP           | Mayor and<br>Council            |
| T-4                           | Micro On-Demand Transit Study   |      | X    |      |      |      | \$20,000         | Federal<br>5307<br>funds                 | MPO                             |
| T-1<br>T-4                    | Construct new sidewalks along N. Thornton Ave. from Tyler St. to the hospital campus  |      |      | X    | X    | X    | \$4,000,000      | SPLOST<br>ARC                            | Public Works                    |
| T-5                           | Implement Arcadis stormwater management plan including level 1A pipe lining, Bridgewater Apartments flood storage, Olivia Dr. Acquisition and flood zone restoration, Westerly Heights detention ponds, Tar Creek detention ponds, Threadmill Rd. | X    | X    | X    | X    | X    | \$16,660,000     | SPLOST<br>General<br>Fund                | Public Works                    |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF DALTON

| Need/<br>Opportunity<br>Code:            | Activity Description   | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source         | Responsible<br>Party |
|--|--|------|------|------|------|------|------------------|---------------------------|----------------------|
|  | improvements, Broadview Terrence flood storage, and stream bank restoration                                  |      |      |      |      |      |                  |                           |                      |
| <b>NATURAL AND CULTURAL RESOURCES</b>    |  |      |      |      |      |      |                  |                           |                      |
| NR-1                                     | West Hill Cemetery Master Plan   |      | X    |      |      |      | \$50,000         | General Fund              | City Administrator   |
| NR-2                                     | Parks and Rec Master Plan  |      |      | X    |      |      | \$130,000        | ARC Grant, Matching Funds | Parks and Rec        |
| NR-3                                     | Launch Mental Health Response Unit   |      | X    |      |      |      | \$250,000        | DPD budget                | Police Department    |
| <b>COMMUNITY FACILITIES AND SERVICES</b> |  |      |      |      |      |      |                  |                           |                      |
| CF-1                                     | Renovate John Davis Recreation and community center as rec dept. headquarters and multi-use community center | X    |      |      |      |      | \$3,000,000      | SPLOST & Gen Fund         | Parks and Rec        |
| CF-2                                     | Increase hangar lease space at Dalton Airport by 16 t-hangers, and 4 large hangars                           | X    | X    |      |      |      | \$1,500,000      | SPLOST & Gen Fund         | Airport              |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF DALTON

| Need/<br>Opportunity<br>Code: | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source                   | Responsible<br>Party        |
|-------------------------------|---|------|------|------|------|------|------------------|-------------------------------------|-----------------------------|
| CF-3                          | Acquire property and construct joint public safety training center along abutment rd. adjacent to fire station #2             |      | X    | X    | X    |      | \$2,500,000      | SPLOST                              | Police and Fire Departments |
| CF-4                          | Construct new City Fire Station (move Station #2)<br>Use existing Station #2 as part of the new public safety training center | X    | X    | X    |      |      | \$5,500,000      | General Fund<br>Public Safety Grant | Fire Department             |
| CF-4                          | Standard of Cover Fire Service  | X    |      |      |      |      | \$30,000         | Fire Dept. Budget                   | Fire Department             |
| CF-5                          | Heritage Point Park Improvements: Walking trails, shade structures, pedestrian bridges, lights and fencing                    |      | X    | X    |      |      | \$3,750,000      | Federal Grant, SPLOST               | Parks and Rec               |
| CF-5                          | Create 12-15 new Pickleball courts at Al Rollins and James Brown Park to reduce long wait time at the 6 existing courts       |      |      | X    | X    |      | \$3,500,000      | SPLOST LWCF                         | Parks and Rec               |
| CF-5                          | New ADA accessible dog park near Broadus-Durkan Complex or Heritage Point Soccer Complex                                      |      |      | X    | X    |      | \$300,000        | SPLOST LWCF                         | Parks and Rec               |
| CF-5                          | James Brown Park walking path and pedestrian bridges to connect the parks features  |      | X    | X    |      |      | \$500,000        | SPLOST LWCF                         | Parks and Rec               |
| LAND USE                      |   |      |      |      |      |      |                  |                                     |                             |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF DALTON

| Need/<br>Opportunity<br>Code:         | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source        | Responsible<br>Party               |
|---------------------------------------|---|------|------|------|------|------|------------------|--------------------------|------------------------------------|
| CF-5<br>LU-1                          | Annex properties necessary to place Haig Mill Lake Park within corporate limits of Dalton   | X    |      |      |      |      | \$5,000          | Staff Time               | Asst. City Administrator           |
| LU-2                                  | Develop an Urban PUD to create more opportunities for urban redevelopment   | X    |      |      |      |      | \$5,000          | Staff Time<br>Legal Fees | Planning &<br>Zoning<br>Department |
| LU-3                                  | Create and adopt design guidelines for multi-family housing development within the city to ensure new multi-family structures are of a quality to meet the city's housing needs and promote sustainable development | X    |      |      |      |      | \$5,000          | Staff Time<br>Legal Fees | Planning &<br>Zoning<br>Department |
| <b>INTERGOVERNMENTAL COORDINATION</b> |   |      |      |      |      |      |                  |                          |                                    |
| IG-1                                  | Work with the Neighborhood Stabilization Program (NSP) to develop the remaining two properties in the city after funding is made available from the previous sales  | X    | X    | X    | X    | X    | \$1,000          | Staff Time               | NWGRC<br>Housing<br>Authority      |



## City of Tunnel Hill

### Vision Statement

Tunnel Hill shares with Whitfield County the collective vision for the County while also owning some of its own uniqueness. So, in addition to the collective vision, the City of Tunnel Hill has defined its future vision that includes:

- A community that provides for a variety of opportunities to live and work in Tunnel Hill
- A community that preserves its historic resources, neighborhoods and unique character
- Future development that supports and preserves its rural and natural setting while also providing for traditional neighborhood development patterns
- Preserving manufacturing jobs while also creating new commercial opportunities



*Historic Tunnel continues to be a focal point of the city and an attraction for both history and railroad buffs*



*Industrial growth and development are possible in the city's Interchange character area provided that public sewer capacity is adequate*

# Whitfield County Joint Comprehensive Plan 2024-2028

## REPORT OF ACCOMPLISHMENTS, 2019-2023

### CITY OF TUNNEL HILL

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |  |           |         | Explanation if postponed or dropped  |
|---|------|----------|--|-----------|---------|--|
|   |      | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |  |
| ECONOMIC DEVELOPMENT  |      |          |  |           |         |  |
| Sewer Expansion: Jordan St to Main St   | 2020 | X        |  |           |         |  |
| Sewer Expansion: Harry Griffin Park   | 2021 | X        |  |           |         |  |
| Sewer Expansion: Springhill Drive   | 2022 | X        |  |           |         |  |
| Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Tunnel Hill            | 2020 |          | 2024   |           |         |  |
| Participate in the Broadband Ready Community Program, with its adopted ordinance  | 2020 |          | 2025   |           |         |  |
| Apply for funding through the Broadband Ready Program   | 2022 |          |  |           | X       | Funding no longer available  |
| NATURAL AND CULTURAL RESOURCES  |      |          |  |           |         |  |
| Historic Train Depot Rehabilitation   | 2020 | X        |  |           |         |  |
| Adopt GA DNR “Part V” Environmental Ordinances for river corridor, watershed protection and groundwater recharge areas. | 2019 |          |  |           | X       | City is focused on increasing sewer accessibility as a means to address ground and surface water quality |
| LAND USE  |      |          |  |           |         |  |

## REPORT OF ACCOMPLISHMENTS, 2019-2023

### CITY OF TUNNEL HILL

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |  |           |         | Explanation if postponed or dropped |
|---|------|----------|--|-----------|---------|-------------------------------------|
|   |      | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |                                     |
| Prepare and adopt necessary code amendments to require inter-parcel access, limit curb cuts, and require sidewalks or alternative pedestrian path systems with new development. | 2021 | X        |  |           |         |                                     |

## Needs and Opportunities

### Economic Development: The need or opportunity is to:

- ED1** Promote and invest into efforts to improve accessibility to high speed broadband for both commercial and residential users in areas of low population density
- ED2** Broadband speeds and availability can be improved through partnerships with providers and participation in Georgia's Broadband Ready program.

### Transportation: The need or opportunity is to:

- T1** To improve walkability and connectivity throughout town, and to parks and key community features, additional sidewalks are needed.

### Community Facilities and Services: The need or opportunity is to:

- CF1** As community interest in racquet sports increases, improvements are needed to aging courts.
- CF2** Park safety improvements are needed to support continued and increased usage.
- CF3** Expanding public sewer availability would provide additional opportunities for business and housing in the vicinity

### Land Use: The need or opportunity is to:

- LU1** Improve usability and access to land use tools.

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF TUNNEL HILL

| Need/<br>Opportunity<br>Code:            | Activity Description   | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source         | Responsible<br>Party  |
|--|--|------|------|------|------|------|------------------|---------------------------|-----------------------|
| <b>ECONOMIC DEVELOPMENT</b>              |  |      |      |      |      |      |                  |                           |                       |
| ED-1                                     | Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Tunnel Hill | X    |      |      |      |      | \$1,000          | Staff time<br>Legal Fees  | City Manager<br>NWGRC |
| ED-2                                     | Participate in the Broadband Ready Community Program, with its adopted ordinance                             |      | X    |      |      |      | \$1,000          | Staff time<br>Legal Fees  | City Manager<br>NWGRC |
| <b>TRANSPORTATION</b>                    |  |      |      |      |      |      |                  |                           |                       |
| T-1                                      | Varnell Road sidewalks from Spring Hill Dive to Main Street.   | X    | X    |      |      |      | \$50,000         | SPLOST<br>General<br>Fund | City Manager          |
| T-1                                      | Sidewalks from Cherry Steet to School Street   |      |      |      | X    | X    | \$75,000         | SPLOST<br>General<br>Fund | City Manager          |
| T-1                                      | Sidewalks connecting Tunnel Hill Depot to Main St.   |      |      | X    | X    |      | \$30,000         | SPLOST<br>General<br>Fund | City Manager          |
| T-1                                      | Sidewalks connecting School Street to 41 Highway   |      |      |      | X    | X    | \$50,000         | SPLOST<br>General<br>Fund | City Manager          |
| <b>COMMUNITY FACILITIES AND SERVICES</b> |  |      |      |      |      |      |                  |                           |                       |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF TUNNEL HILL

| Need/<br>Opportunity<br>Code: | Activity Description                                    | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source         | Responsible<br>Party  |
|-------------------------------|---|------|------|------|------|------|------------------|---------------------------|-----------------------|
| CF-1                          | Tennis and Pickleball court rehabilitation and redesign |      |      | X    | X    |      | \$75,000         | LWCF<br>Matching<br>Funds | City Manager          |
| CF-2                          | City Park fencing                                       |      | X    | X    |      |      | \$25,000         | LWCF<br>Matching<br>Funds | City Manager          |
| CF-3                          | Sewer expansion to Regal Drive                          | X    | X    |      |      |      | \$100,000        | SPLOST<br>Grant<br>Funds  | City Manager          |
| CF-3                          | Sewer Expansion to Mt. View Drive                       |      | X    | X    |      |      | \$750,000        | SPLOST<br>Grant<br>Funds  | City Manager          |
| CF-3                          | Sewer Expansion to Bonifacious Road                     |      |      |      | X    | X    | \$1,000,000      | SPLOST<br>Grant<br>Funds  | City Manager          |
| CF-3                          | Sewer expansion to Old Lake Road                        |      |      | X    | X    |      | \$400,000        | SPLOST<br>Grant<br>Funds  | City Manager          |
| <b>LAND USE</b>               |   |      |      |      |      |      |                  |                           |                       |
| LU-1                          | Digitize the City Zoning Map                            | X    |      |      |      |      | \$50             | General<br>Funds          | NWGRC<br>City Manager |



## City of Varnell

### Vision Statement

Like Tunnel Hill and the other cities in Whitfield County, Varnell has identified its future vision that buildings on the collective county vision. Varnell's community vision includes:

- A community where development is guided by land use plans take into account existing/proposed utility infrastructure and the protection of watersheds
- A community offering a variety of neighborhood connections such as sidewalks, greenway trails and bike lanes
- A clean and aesthetically appealing community
- Providing cultural activities and educational opportunities to both residents and tourists visiting the area
- Development that is tied to the historic and rural character of the area



*Sidewalks and greenway connections will continue to improve Varnell's walkability and improve access to some of the city's natural and cultural assets*



*Undeveloped land still exists within Varnell's city limits creating opportunities for new development*

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### CITY OF VARNELL

| WORK PROGRAM ACTIVITY   | YEAR | STATUS   |                                     |           |         | Explanation if postponed or dropped |
|---|------|----------|-------------------------------------|-----------|---------|-------------------------------------|
|   |      | Complete | Underway; Projected Completion Date | Postponed | Dropped |                                     |
| ECONOMIC DEVELOPMENT  |      |          |                                     |           |         |                                     |
| Pay off capitalization debt   | 2020 | X        |                                     |           |         |                                     |
| Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Varnell        | 2020 | X        |                                     |           |         |                                     |
| Participate in the Broadband Ready Community Program, with its adopted ordinance                                | 2020 |          | 2024                                |           |         |                                     |
| Apply for funding through the Broadband Ready Program   | 2022 |          |                                     |           | X       | No funding available                |
| COMMUNITY FACILITIES AND SERVICES   |      |          |                                     |           |         |                                     |
| Replace maintenance building  | 2021 |          |                                     |           | X       | Lack of funds                       |
| Add dog park  | 2020 |          |                                     | X         |         |                                     |
| Renovate ball field area  | 2021 |          |                                     | X         |         |                                     |
| Improve playground at peacock alley   | 2021 |          | X                                   |           |         |                                     |
| Add sidewalks to springs area to connect the Main Street picnic shelter to the road behind the community center | 2021 |          |                                     | X         |         |                                     |
| Pave spring parking lot   | 2022 |          |                                     |           | X       | Stormwater runoff issues            |

## Whitfield County Joint Comprehensive Plan 2024-2028

### REPORT OF ACCOMPLISHMENTS, 2019-2023

#### CITY OF VARNELL

| WORK PROGRAM ACTIVITY  | YEAR      | STATUS   |  |           |         | Explanation if postponed or dropped                     |
|--|-----------|----------|--|-----------|---------|---|
|  |           | Complete | Underway;<br>Projected<br>Completion<br>Date | Postponed | Dropped |   |
| Sanitation truck to replace existing model   | 2023      | X        |  |           |         |   |
| Identify new park land for small neighborhood parks in Emerging Suburban areas along with green space preservation/acquisition opportunities and development of connected greenways with trails. | 2021      |          |  |           | X       | Other park projects have taken priority                 |
| Add parking cover for city vehicles  | 2020      |          |  |           | X       | Will be achieved by new maintenance and police building |
| <b>LAND USE</b>  |           |          |  |           |         |   |
| Land acquisition of two remaining lots adjacent to existing city property on main street for future expansion  | 2021      |          |  | 2025      |         |   |
| Add additional facilities to track area such as a splash pad and pavilion large enough for approximately 100 guests  | 2021      |          |  | 2028      |         |   |
| <b>INTERGOVERNMENTAL COORDINATION</b>  |           |          |  |           |         |   |
| PURCHASE 5 POLICE CAR/EQUIPMENT  | 2020-2023 |          | 2024   |           |         |   |

## Needs and Opportunities

### Economic Development: The need or opportunity is to:

- ED1** Broadband speeds and availability can be improved through partnerships with providers and participation in Georgia's Broadband Ready program

### Community Facilities and Services: The need or opportunity is to:

- CF1** There is a need to expand recreational offerings and facilities to serve the growing City population. This includes adding new parks, renovating and improving equipment and facilities at existing parks, fields, and playgrounds, and adding facilities to existing parks
- CF2** A new public safety and maintenance building is needed due to the city's growth. The city will also add new police vehicles and equipment in phases over the next five year period
- CF3** The city's solid waste services are expanding and new vehicles are needed
- CF4** Expansion of wastewater service to serve new areas is needed
- CF5** To improve walkability and connectivity to parks and community facilities, additional sidewalks are needed
- CF6** Expansion of city facilities is needed to support future needs

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF VARNELL

| Need/<br>Opportunity<br>Code:            | Activity Description                                  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source         | Responsible<br>Party |
|--|---|------|------|------|------|------|------------------|---------------------------|----------------------|
| <b>ECONOMIC DEVELOPMENT</b>              |   |      |      |      |      |      |                  |                           |                      |
| ED-1                                     | Adopt the Broadband Ready Community Program ordinance | X    |      |      |      |      | \$1,000          | Legal Fees and staff time | City Manager         |
| <b>COMMUNITY FACILITIES AND SERVICES</b> |   |      |      |      |      |      |                  |                           |                      |
| CF-1                                     | Varnell Park  | X    | X    | X    | X    | X    | \$1,500,000      | SPLOST Grants             | City Manager         |
| CF-2<br>CF-6                             | New maintenance and police operations building        |      |      | X    | X    |      | \$600,000        | SPLOST                    | Public Works         |
| CF-3                                     | New Garbage Truck                                     |      |      |      |      | X    | \$450,000        | General Fund              | City Manager         |
| CF-2<br>CF-6                             | Add two police cars to account for city growth        |      |      |      | X    | X    | \$130,000        | General Fund              | Police Dept.         |
| CF-4                                     | Marla Drive sewer expansion                           |      | X    | X    |      |      | \$300,000        | SPLOST Grant              | City Manager         |
| CF-1<br>CF-6                             | Playground equipment expansion at City Hall Park      | X    | X    | X    |      |      | \$50,000         | SPLOST                    | City Manager         |

## Whitfield County Joint Comprehensive Plan 2024-2028

### COMMUNITY WORK PROGRAM, 2024-2028

#### CITY OF VARNELL

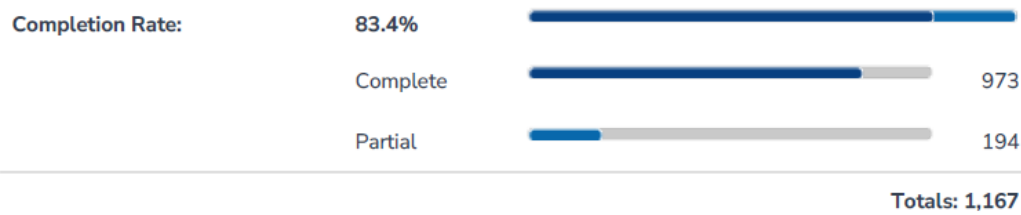
| Need/<br>Opportunity<br>Code: | Activity Description  | 2024 | 2025 | 2026 | 2027 | 2028 | Cost<br>Estimate | Funding<br>Source         | Responsible<br>Party |
|-------------------------------|---|------|------|------|------|------|------------------|---------------------------|----------------------|
| CF-1                          | Add dog park  | X    | X    |      |      |      | \$20,000         | LWCF<br>SPLOST            | City Manager         |
| CF-1                          | Renovate ball field area  | X    | X    | X    |      |      | \$250,000        | SPLOST<br>LWCF            | City Manager         |
| CF-1                          | Improve playground equipment at peacock alley   | X    | X    |      |      |      | \$100,000        | SPLOST<br>LWCF            | City Manager         |
| CF-5                          | Add sidewalks to springs area to connect the Main Street picnic shelter to the road behind the community center     |      | X    | X    |      |      | \$30,000         | SPLOST<br>RTP             | City Manager         |
| CF-1<br>CF-6                  | Land acquisition of two remaining lots adjacent to existing city property on main street for future expansion       |      |      | X    |      |      | \$250,000        | SPLOST                    | City Manager         |
| CF-1<br>CF-6                  | Add additional facilities to track area such as a splash pad and pavilion large enough for approximately 100 guests |      |      |      | X    | X    | \$100,000        | SPLOST                    | City Manager         |
| CF-2<br>CF-6                  | Purchase 5 police cars & equipment  | X    |      |      |      |      | \$60,000         | SPLOST<br>General<br>Fund | Police Dept.         |



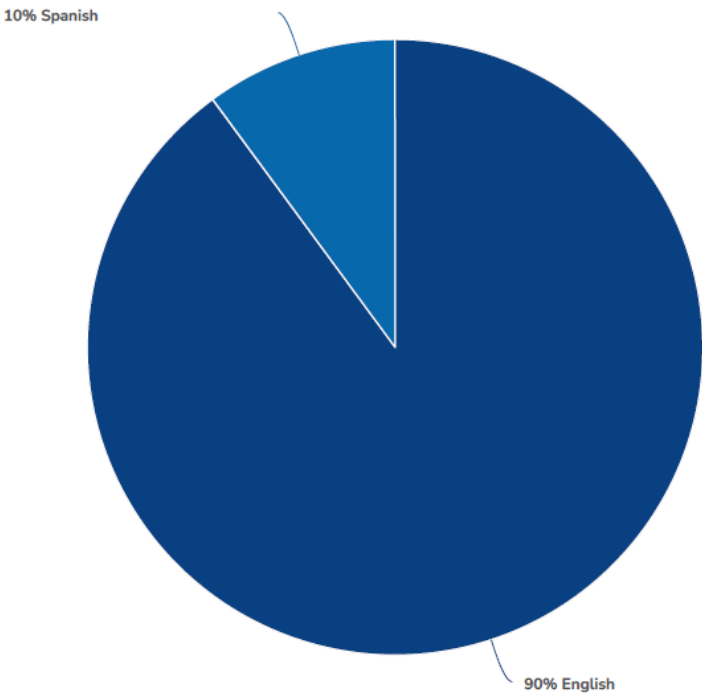
# APPENDIX A: COMMUNITY VISION SURVEY

## Report for Whitfield County Community Vision Survey

### Response Counts



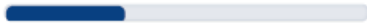
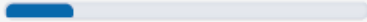
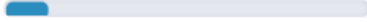
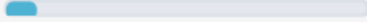
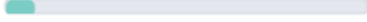
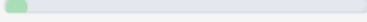
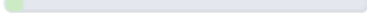
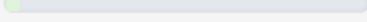
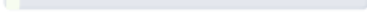
### 1. Which language?



| Value         | Percent | Responses |
|---------------|---------|-----------|
| English       | 89.9%   | 1,043     |
| Spanish       | 10.1%   | 117       |
| Totals: 1,160 |         |           |

## Whitfield County Joint Comprehensive Plan 2024-2028


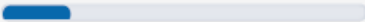
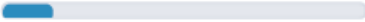
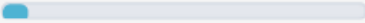
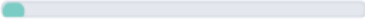
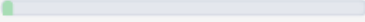
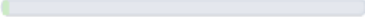
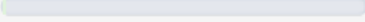
2. Which community best describes where you live? (Check only one)

| Value                             | Percent  | Responses |
|-----------------------------------|--|-----------|
| City of Dalton                    | 33.1%<br>  | 320       |
| North Whitfield County            | 19.2%<br>  | 186       |
| South Whitfield County            | 11.5%<br>  | 111       |
| Another county; List Other County | 9.4%<br>   | 91        |
| West Whitfield County             | 8.1%<br>   | 78        |
| City of Varnell                   | 6.2%<br>   | 60        |
| City of Tunnel Hill               | 5.3%<br>   | 51        |
| Town of Cohutta                   | 3.8%<br> | 37        |
| East Whitfield County             | 3.5%<br> | 34        |

**Totals: 968**

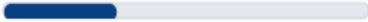

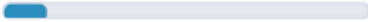
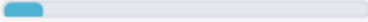
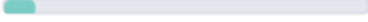
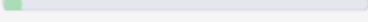
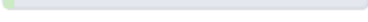
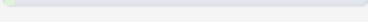
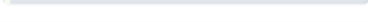
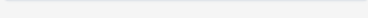
## Whitfield County Joint Comprehensive Plan 2024-2028

### 3. In what community do you work? (Check only one)

| Value                             | Percent  | Responses |
|-----------------------------------|--|-----------|
| City of Dalton                    | 48.1%<br>  | 464       |
| Unincorporated Whitfield County   | 19.1%<br>  | 184       |
| Retired or otherwise not working  | 13.7%<br>  | 132       |
| Work from home                    | 6.6%<br>   | 64        |
| Another county; List other county | 5.8%<br>   | 56        |
| City of Varnell                   | 3.4%<br>   | 33        |
| City of Tunnel Hill               | 1.9%<br>   | 18        |
| Town of Cohutta                   | 1.3%<br> | 13        |

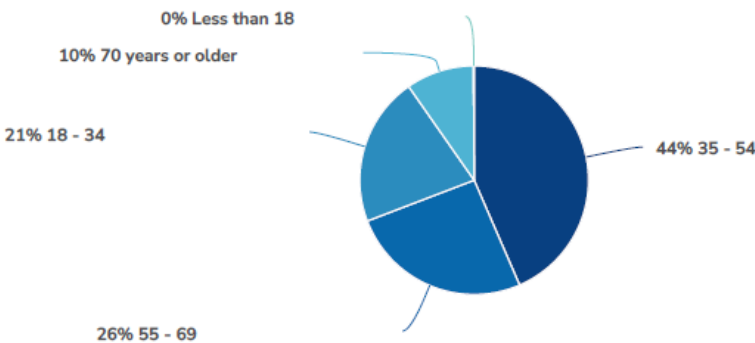
**Totals: 964**

## 4. What best describes your employment?

| Value  | Percent  | Responses |
|--|--|-----------|
| Education  | 30.6%<br>  | 289       |
| Other  | 23.1%<br>  | 218       |
| Manufacturing/Industrial                             | 12.4%<br>  | 117       |
| Professional Services such as legal, financial, etc. | 11.4%<br>  | 108       |
| Government   | 9.0%<br>   | 85        |
| Medical  | 5.4%<br>   | 51        |
| Retail   | 2.6%<br>   | 25        |
| Construction   | 2.5%<br> | 24        |
| Food Service/Restaurant                              | 2.0%<br> | 19        |
| Automotive   | 1.0%<br> | 9         |

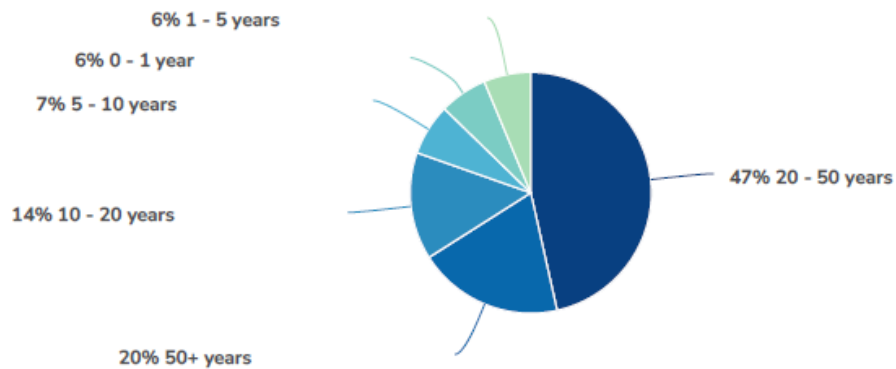
**Totals: 945**

5. What is your age? (Check only one)



| Value             | Percent                      | Responses   |
|-------------------|------------------------------|-------------|
| 35 - 54           | 43.5% <div><div></div></div> | 420         |
| 55 - 69           | 25.7% <div><div></div></div> | 248         |
| 18 - 34           | 21.1% <div><div></div></div> | 204         |
| 70 years or older | 9.6% <div><div></div></div>  | 93          |
| Less than 18      | 0.1% <div><div></div></div>  | 1           |
|                   |                              | Totals: 966 |

## 6. How long have you lived in Whitfield County? (Check only one)




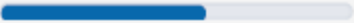


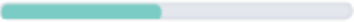
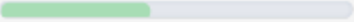
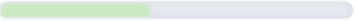
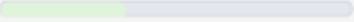
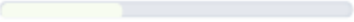
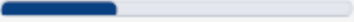
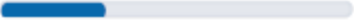
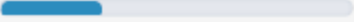
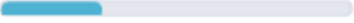
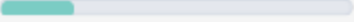
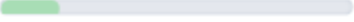
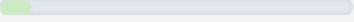
| Value         | Percent                         | Responses |
|---------------|---------------------------------|-----------|
| 20 - 50 years | 46.5%<br><div><div></div></div> | 444       |
| 50+ years     | 19.5%<br><div><div></div></div> | 186       |
| 10 - 20 years | 14.4%<br><div><div></div></div> | 137       |
| 5 - 10 years  | 6.9%<br><div><div></div></div>  | 66        |
| 0 - 1 year    | 6.4%<br><div><div></div></div>  | 61        |
| 1 - 5 years   | 6.3%<br><div><div></div></div>  | 60        |

Totals: 954



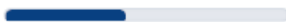

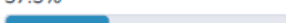
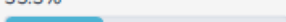
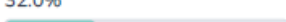
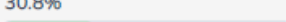

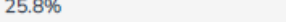

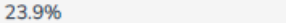

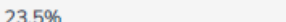

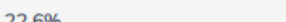

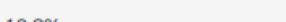

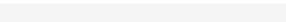

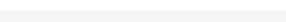
## Whitfield County Joint Comprehensive Plan 2024-2028

7. What do you like about Whitfield County (including the cities)? (Check all that apply)

| Value  | Percent   | Responses |
|--|---|-----------|
| Small town atmosphere                                | 64.2%<br>   | 614       |
| Local businesses and restaurants                     | 59.4%<br>   | 568       |
| Scenic views and natural wildlife assets             | 51.4%<br>   | 491       |
| Friendly and helpful neighbors                       | 48.2%<br>   | 461       |
| Public schools and libraries                         | 46.0%<br>   | 440       |
| Good EMS, fire and police protection                 | 43.2%<br>   | 413       |
| Outdoor activities (fishing, hiking, paddling, etc.) | 42.9%<br>  | 410       |
| Access to hospital facilities                        | 35.9%<br> | 343       |
| Cultural diversity                                   | 35.1%<br> | 336       |
| Accessible public buildings and parks                | 32.6%<br> | 312       |
| Many neighborhood churches                           | 30.4%<br> | 291       |
| Lots of active recreation (sports-related)           | 28.8%<br> | 275       |
| Educational opportunities (post high school)         | 28.7%<br> | 274       |
| Career opportunities                                 | 20.5%<br> | 196       |
| Philanthropy   | 16.8%<br> | 161       |
| Variety of housing choices                           | 8.9%<br>  | 85        |

## Whitfield County Joint Comprehensive Plan 2024-2028


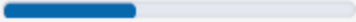
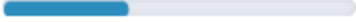
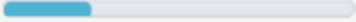
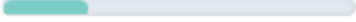
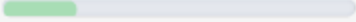
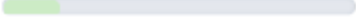
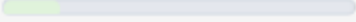
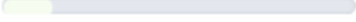
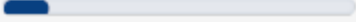
8. What don't you like about Whitfield County (including the cities)?  
(Check all that apply)

| Value  | Percent   | Responses |
|--|---|-----------|
| Blight and unkept properties                     | 43.2%<br>   | 412       |
| Not enough housing options                       | 37.9%<br>   | 361       |
| Lack of entertainment for all ages               | 37.3%<br>   | 355       |
| Not enough major retail stores                   | 35.3%<br>   | 336       |
| Limited public transportation                    | 32.0%<br>   | 305       |
| Young professionals leaving                      | 30.8%<br>   | 294       |
| Lack of sidewalks/bike lanes                     | 29.1%<br>   | 277       |
| Lack of job diversity                            | 25.8%<br>   | 246       |
| Poor access to high-speed internet broadband     | 25.8%<br>   | 246       |
| Not enough good jobs                             | 23.9%<br> | 228       |
| Not enough local stores and restaurants          | 23.7%<br> | 226       |
| Too much litter                                  | 23.5%<br> | 224       |
| Loss of scenic views and natural areas to growth | 23.3%<br> | 222       |
| Lack of growth                                   | 22.6%<br> | 215       |
| Concerns over local schools                      | 20.6%<br> | 196       |
| Lack of public sewer                             | 19.8%<br> | 189       |
| Too much development                             | 18.4%<br> | 175       |
| Lack of diversity in community involvement       | 16.6%<br> | 158       |
| Too much traffic                                 | 16.5%<br> | 157       |
| Inadequate public services                       | 10.4%<br> | 99        |


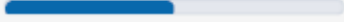
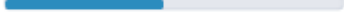
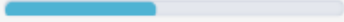
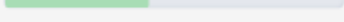
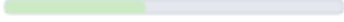
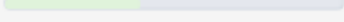
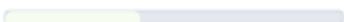
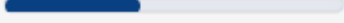
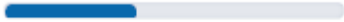
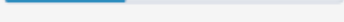
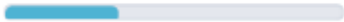
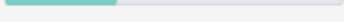
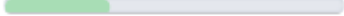
9. What types of management actions would you support for future development? (Check all that apply)

| Value                                 | Percent | Responses |
|---------------------------------------|---------|-----------|
| Agricultural and forest conservation  | 50.7%   | 464       |
| Provide sidewalks/bike lanes          | 44.7%   | 409       |
| Limiting mountain slope development   | 30.1%   | 275       |
| Stronger land use regulations/zoning  | 28.9%   | 264       |
| Limiting development in floodplains   | 24.0%   | 220       |
| Lower density in planned rural areas  | 23.9%   | 219       |
| Requiring stream buffers              | 21.9%   | 200       |
| Acquisition of land for public uses   | 21.5%   | 197       |
| Growth limitation boundaries          | 18.0%   | 165       |
| Higher density in planned city areas  | 15.5%   | 142       |
| Limiting total annual development     | 13.9%   | 127       |
| None                                  | 11.0%   | 101       |
| Higher density in planned rural areas | 8.2%    | 75        |

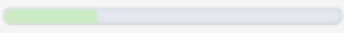

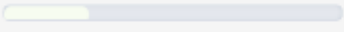
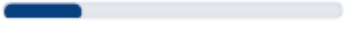
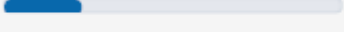
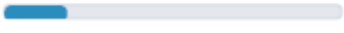
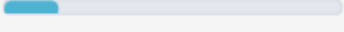
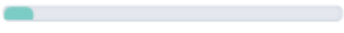
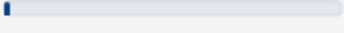
## 10. What type of housing are you interested in seeing developed in your community? (Check all that apply)

| Value  | Percent   | Responses |
|--|---|-----------|
| Workforce/affordable housing                                   | 53.4%<br>   | 505       |
| More housing catering to the needs of retirees and /or seniors | 38.4%<br>   | 363       |
| Owner-occupied homes with large lots                           | 36.2%<br>   | 342       |
| More rental housing options                                    | 24.6%<br>   | 233       |
| Townhouses/Condos  | 23.8%<br>   | 225       |
| Assisted living/long-term care facilities                      | 21.0%<br>   | 199       |
| High-end housing developments                                  | 16.1%<br> | 152       |
| Large planned subdivisions                                     | 15.8%<br> | 149       |
| More apartments  | 14.2%<br> | 134       |
| None   | 13.2%<br> | 125       |

## 11. What types of projects would you support to make Whitfield County better place? (Check all that apply)

| Value   | Percent   | Responses |
|---|---|-----------|
| Improvements to transportation infrastructure such as: roads, intersections, street lighting, etc.    | 50.2%<br>   | 478       |
| Removal of blighted buildings for new development   | 49.5%<br>   | 472       |
| Invest in beautifying highways such as Walnut Avenue, Glenwood Avenue, and Cleveland Highway          | 46.6%<br>   | 444       |
| Invest into the downtowns to preserve historic landmarks, improve walkability, increase parking, etc. | 44.7%<br>   | 426       |
| Projects aimed at improving education   | 43.2%<br>   | 412       |
| Protect more scenic open spaces and woodlands   | 42.9%<br>   | 409       |
| Increase and improve public water and sewer infrastructure  | 42.0%<br> | 400       |
| Improve high speed internet broadband access throughout county  | 39.8%<br> | 379       |
| Preserve more farms & agricultural land   | 39.6%<br> | 377       |
| Better access to behavioral health treatment  | 39.5%<br> | 376       |
| Recruit more local businesses   | 39.2%<br> | 374       |
| Improvements in public parks such as: parking, trails, signs, and other amenities                     | 35.6%<br> | 339       |
| More sidewalks and bike lanes   | 34.3%<br> | 327       |
| Increase outdoor recreation   | 32.9%<br> | 314       |
| Recruit more commercial retail and dining businesses  | 30.7%<br> | 293       |

## Whitfield County Joint Comprehensive Plan 2024-2028

| Value  | Percent  | Responses |
|--|--|-----------|
| Invest in and improve public safety                      | 28.1%<br>  | 268       |
| Enhanced public transportation program                   | 27.8%<br>  | 265       |
| Incentives for new housing development                   | 24.7%<br>  | 235       |
| Increase number of free public Wifi locations            | 23.4%<br>  | 223       |
| More strict land use ordinances to control future growth | 22.6%<br>  | 215       |
| Increase efforts to promote tourism                      | 19.0%<br>  | 181       |
| Recruit more industrial and manufacturing companies      | 16.4%<br>  | 156       |
| More community owned industrial parks                    | 8.9%<br>  | 85        |
| None of the above  | 1.8%<br> | 17        |



12. In your opinion, what is the most significant issue to Whitfield County and its four municipalities? (Check only one)

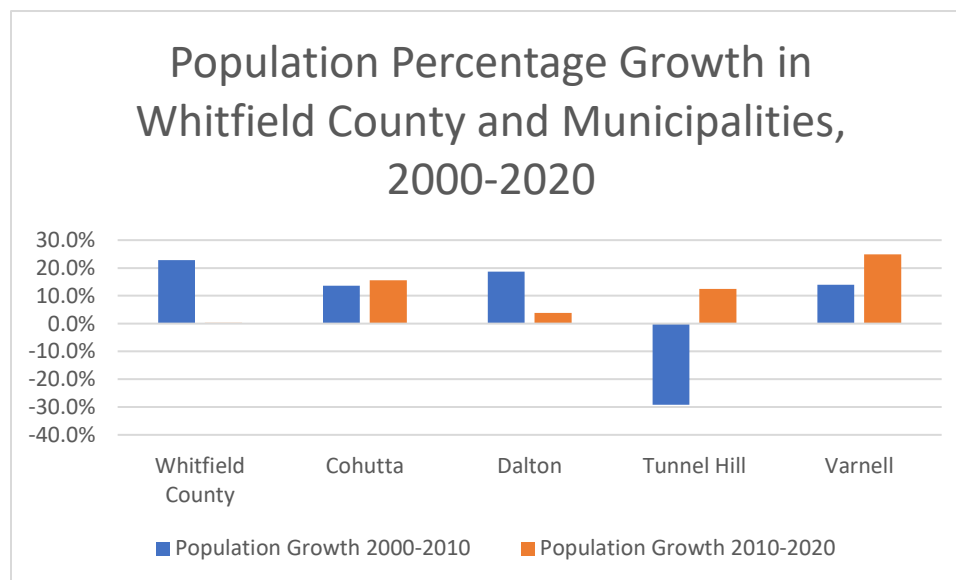
| Value  | Percent | Responses |
|--|---------|-----------|
| Not enough housing options                       | 13.0%   | 122       |
| Not enough good jobs                             | 11.0%   | 103       |
| Young professionals leaving                      | 9.2%    | 86        |
| Blight and unkept properties                     | 8.9%    | 83        |
| Lack of growth                                   | 7.5%    | 70        |
| Too much development                             | 7.5%    | 70        |
| Lack of job diversity                            | 5.4%    | 51        |
| Lack of entertainment for all ages               | 4.3%    | 40        |
| Concerns over local schools                      | 4.2%    | 39        |
| Poor access to high-speed internet broadband     | 4.1%    | 38        |
| Too much traffic                                 | 3.7%    | 35        |
| Loss of scenic views and natural areas to growth | 3.3%    | 31        |
| Lack of public sewer                             | 3.1%    | 29        |
| Limited public transportation                    | 3.1%    | 29        |
| Not enough local stores and restaurants          | 2.7%    | 25        |
| Not enough major retail stores                   | 2.7%    | 25        |
| Too much litter                                  | 2.0%    | 19        |
| Lack of sidewalks/bike lanes                     | 1.7%    | 16        |
| Lack of diversity in community involvement       | 1.5%    | 14        |
| Inadequate public services                       | 1.2%    | 11        |

Totals: 936

## APPENDIX B: POPULATION AND DEMOGRAPHIC DATA

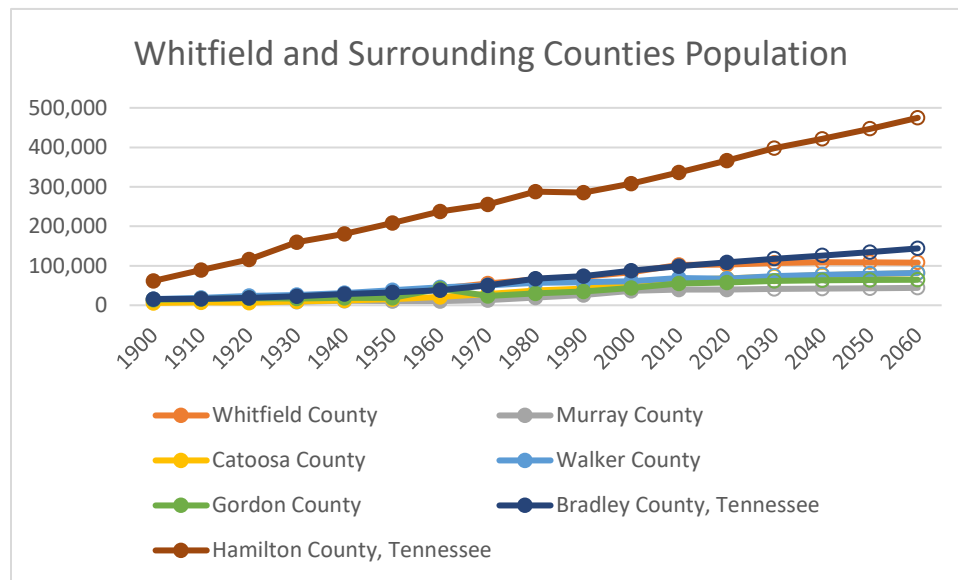
### Population

Whitfield County, Georgia is part of the fifteen-county Northwest Georgia Regional Commission planning region. Murray County is located to the east, Walker County is located to the southwest, Murray County is located to the west, Gordon County is located to the south, Bradley County, Tennessee is located to the north, and Hamilton County, Tennessee is located to the northwest. The county is approximately 291 square miles in area and has a population of 102,864 according to the 2020 Census. There are four municipalities in the county, Cohutta, Dalton, Tunnel Hill, and Varnell. Cohutta is 4.92 square miles and has a population of 764. Dalton is 21.16 square miles and has a population of 34,417. Tunnel Hill is 1.98 square miles and has a population of 963. Varnell is 3.83 square miles and has a population of 2,179.



*Population Growth in Whitfield County and its Municipalities Between 2000 and 2020. Sources: U.S. Census Bureau Decennial Census Official Publications, <https://www.census.gov/programs-surveys/decennial-census/decade/decennial-publications.2020.html>; "Table P1: Race," <https://data.census.gov>*

Whitfield County and all four municipalities experienced population growth between 2010 and 2020. This growth ranged from Whitfield County's 0.3% to Varnell's 24.9%. Three of the four municipalities experienced larger population growth between 2010 and 2020 than between 2000 and 2010. These three were Cohutta, which went from 13.6% growth to 15.6% growth, Tunnel Hill, which went from a 29.2% decline to 12.5% growth, and Varnell, which went from 13.9% growth to 24.9% growth. The county declined from 22.8% growth to 0.3% growth while Dalton went from 18.7% growth to 3.9% growth.



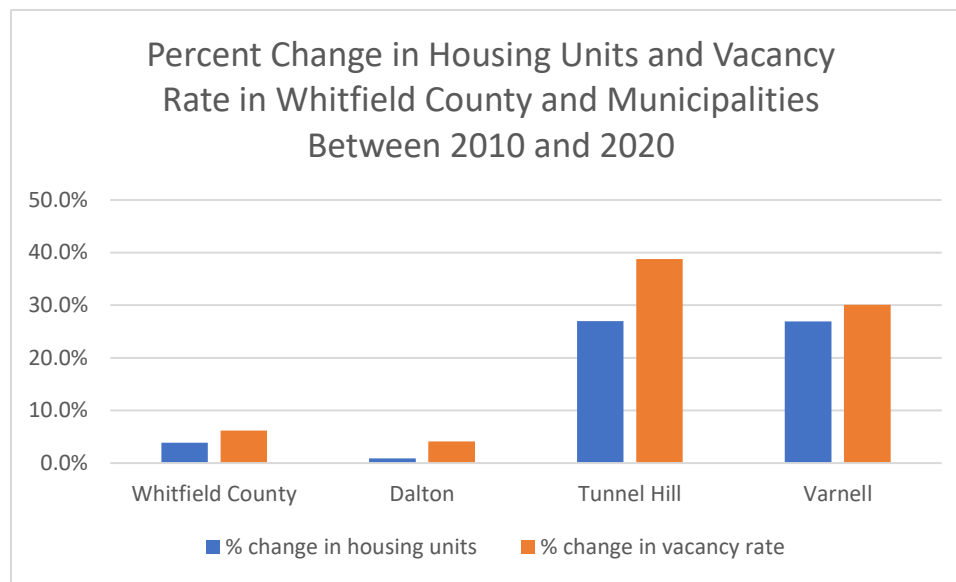
Population of Whitfield and adjacent Counties from the US Census 1900 Decennial count through 2020, followed by population projections from the Georgia Governor's Office of Planning and Budget, 2021 projections and population projections from the University of Tennessee Knoxville, 2022 projections. Source: U.S. Census Bureau, Decennial Census Official Publications, <https://www.census.gov/programs-surveys/decennial-census/decade/decennial-publications.2020.html>, Table P1: Race, <https://data.census.gov>, Georgia Governor's Office of Planning and Budget, <https://opb.georgia.gov/census-data/population-projections>, and Boyd Center Population Projections, <https://tnsdc.utk.edu/estimates-and-projections/boyd-center-population-projections/>

Whitfield and all neighboring counties are expected to increase in population between 2020 and 2060. Hamilton, Bradley, and Walker counties are expected to have the largest increases numerically at 108,570, 35,291, and 14,239, respectively. Murray, Whitfield, and Gordon counties are expected to have the smallest increases numerically at 4,083, 5,171, and 7,029, respectively.

## Housing

According to the 2016-2020 5-year American Community Survey (ACS), there are 40,236 housing units in Whitfield County, of which 253 are in Cohutta, 13,250 are in Dalton, 419 are in Tunnel Hill, and 702 are in Varnell.

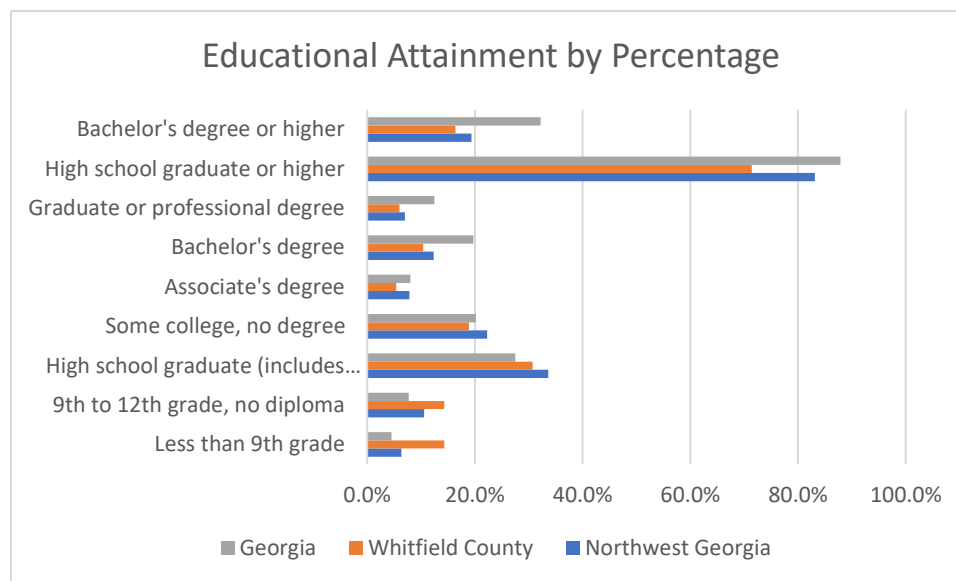
The vacancy rate in Whitfield County is 9.5%. Dalton is the only municipality that has a higher vacancy rate at 11.1%. Tunnel Hill has the lowest vacancy rate at 1.0%.



*Housing Units and Vacancy Rate in 2010 and 2020, Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-year estimates, "Table DP04: Selected Housing Characteristics," <https://data.census.gov>*

Whitfield County and the three municipalities for which 2010 data could be located experienced an increase in both housing units and vacancy rates between 2010 and 2020 according to the 2006-2010 American Community Survey (ACS) and the 2016-2020 ACS. 2010 data for Cohutta was not located, so it is unknown how its housing situation has changed in the past decade. Whitfield County and Dalton had small increases in housing and vacancy rates while Tunnel Hill and Varnell had large increases.

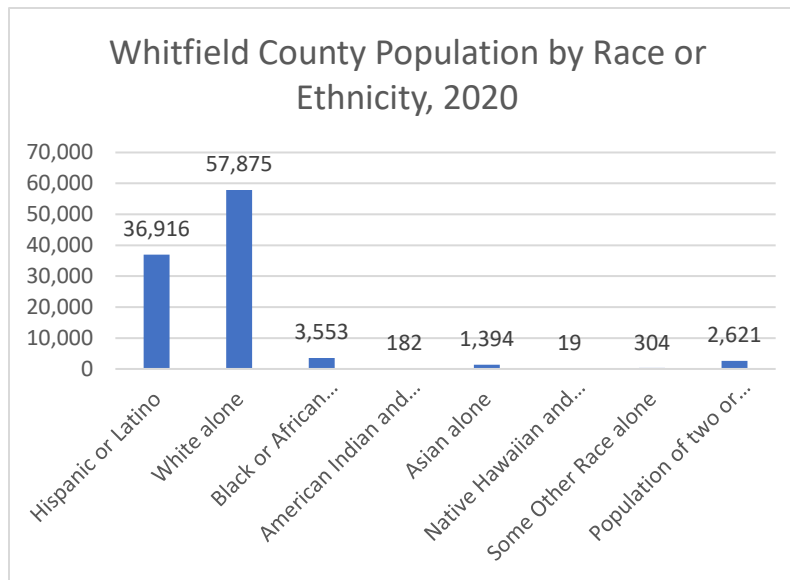
## Education



*Educational attainment comparisons for Whitfield County, Northwest Georgia, and Georgia levels for those 25 and older. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-year estimates, "Table DP02. Selected Social Characteristics." <http://data.census.gov>*

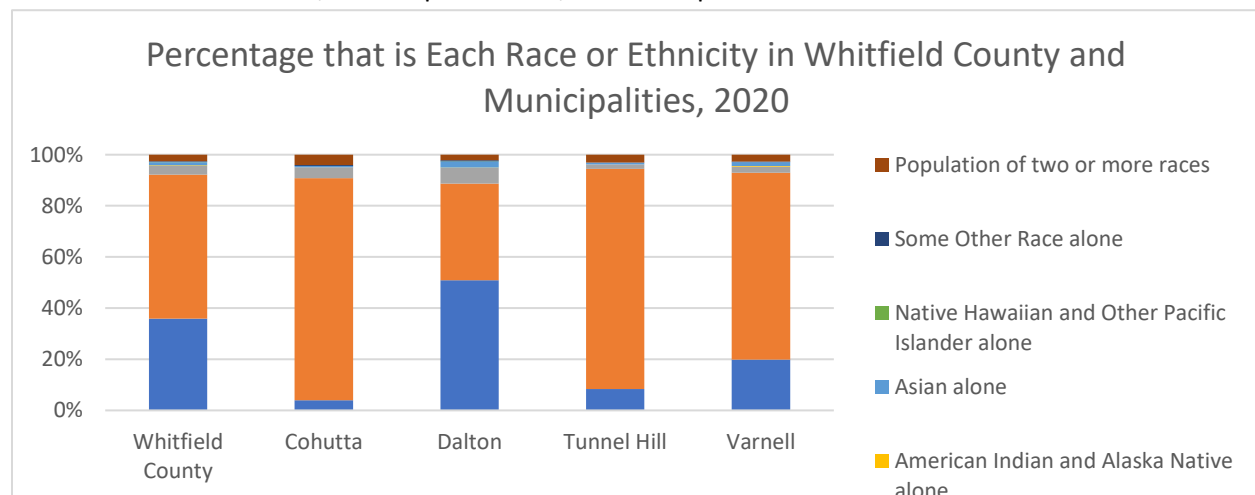
Educational attainment is important for each community of the Northwest Georgia region, as it provides for greater employment opportunities, attracts businesses, and increases the overall contentment of residents. Whitfield County has significantly lower levels of education than both the region and the state, having more people with less than 9<sup>th</sup> grade education or between 9<sup>th</sup> and 12<sup>th</sup> grade than either the state or the region and having less people with a high school degree, less people with some college, less people with an associate's degree, less people with a bachelor's degree, and less people with a graduate or professional degree. This leaves the county less attractive than the Northwest Georgia region and the state of Georgia in terms of attracting employers that are looking for an educated workforce.

## Race and Ethnicity



Population of Whitfield County and Municipalities by Race or Ethnicity. Source: U.S. Census Bureau, 2020 Census, "Table P2: Hispanic or Latino." <https://data.census.gov>

A small majority of the people in Whitfield County are non-Hispanic White. Hispanic or Latino people make up most of the rest of the residents of the county. Smaller portions of the county are non-Hispanic Black or African American, non-Hispanic Asian, or non-Hispanic and of two or more races.

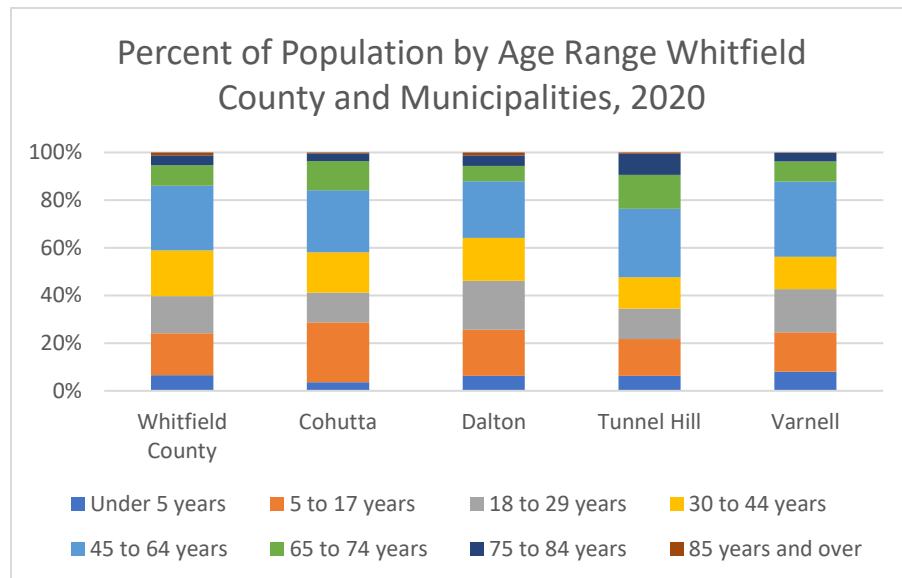


Percentage of Each Race and Ethnicity in Whitfield County and Municipalities by Race or Ethnicity. Source: U.S. Census Bureau, 2020 Census, "Table P2: Hispanic or Latino." <https://data.census.gov>

Just like with the county, three of Whitfield County's four municipalities have majority non-Hispanic White populations. Cohutta, Tunnel Hill, and Varnell have more than 70% non-Hispanic White populations, even more than the 56.3% figure for the county. As a result, their Hispanic populations are significantly smaller at 3.9%, 8.3%, and 19.9%, respectively, compared to the county's 35.9%. Dalton has significantly larger percentage of the population that is Hispanic and a significantly smaller percentage of the population that is non-Hispanic White at 50.8% and 37.9%, respectively.

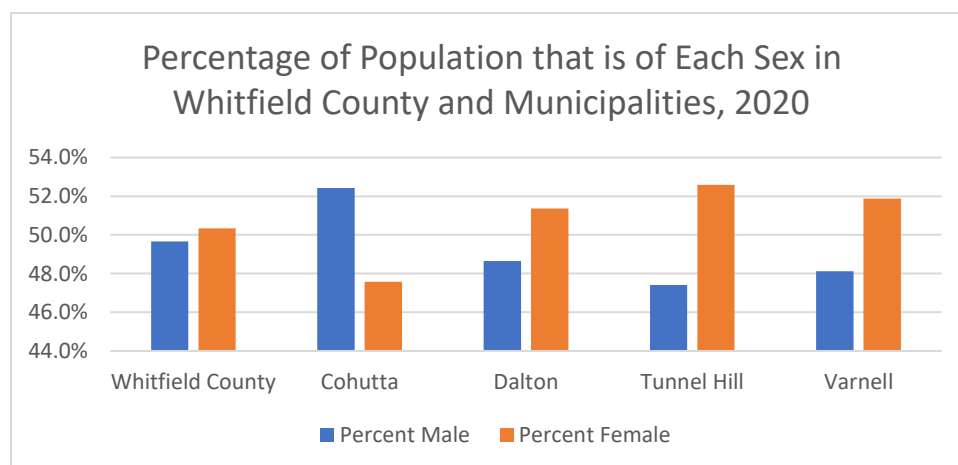


## Age and Sex



*Age of Population in Whitfield County and Municipalities, 2020. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-year estimates, "Table S0101: Age and Sex." <https://data.census.gov>*

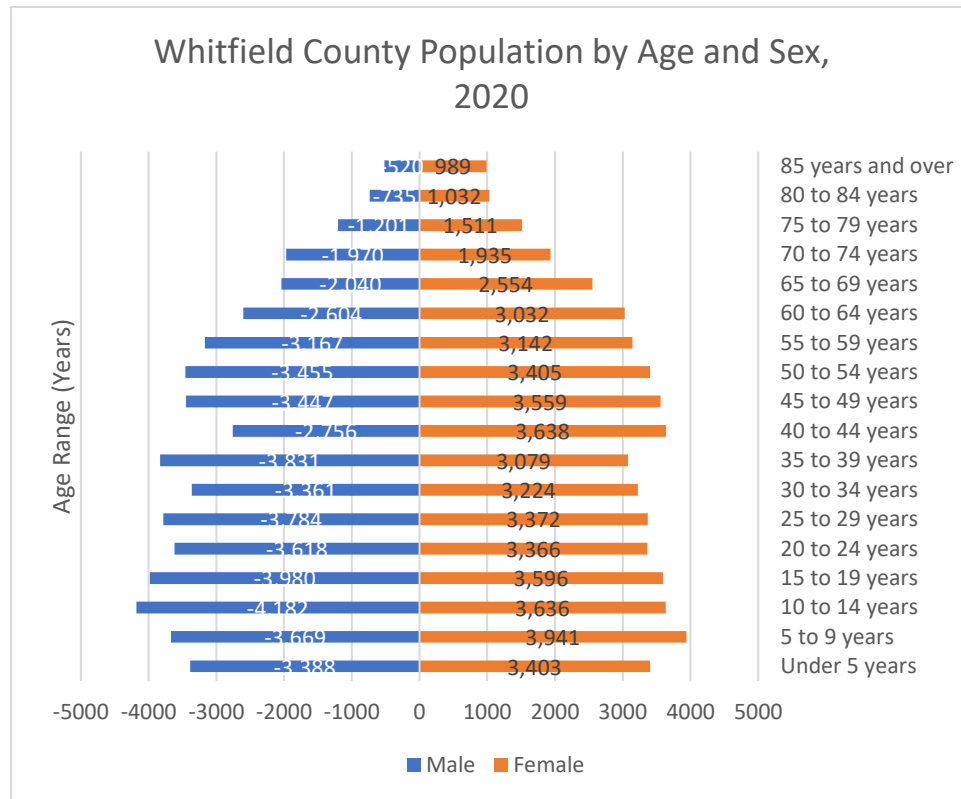
Most of the population in Whitfield County is between 5 and 64 years old. The largest share of any one age group is 45-64 at 27.7% of the population. Tunnel Hill has a significantly larger percentage of the population that is 65 or older than the county at 23.7% compared to 13.9% for the county. This is due to having a significantly larger share of the population between 65 and 84 at 23.1% compared to the county's 13.0%. Cohutta has a significantly larger share of the population that is between 5 and 17 at 25.1% compared to the county's 18.0%.



*Percentage of the Population of Whitfield County and Municipalities that is of Each Sex, 2020. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-year estimates. "Table S0101. Age and Sex." <http://data.census.gov>*

## Whitfield County Joint Comprehensive Plan 2024-2028

The population of Whitfield County is almost entirely split evenly between men and women, 49.7% are male and 50.3% are female. Dalton, Tunnel Hill, and Varnell have larger shares of the population that are female at 51.4%, 52.6%, and 51.9%. Cohutta has a majority male population at 52.4%.



*Whitfield County Population by Age and Sex, 2020. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-year estimates. "Table S0101. Age and Sex." <http://data.census.gov>*

The data indicates that there is currently a healthy balance between the sexes at most age ranges in Whitfield County, with only the 40-44 age range having a noticeable gap. The chart indicates that aging is not currently a large problem in the county and is unlikely to be a serious problem in the next few decades given the relatively even spread across all 5-year intervals before age 65.

## Economics

### Income

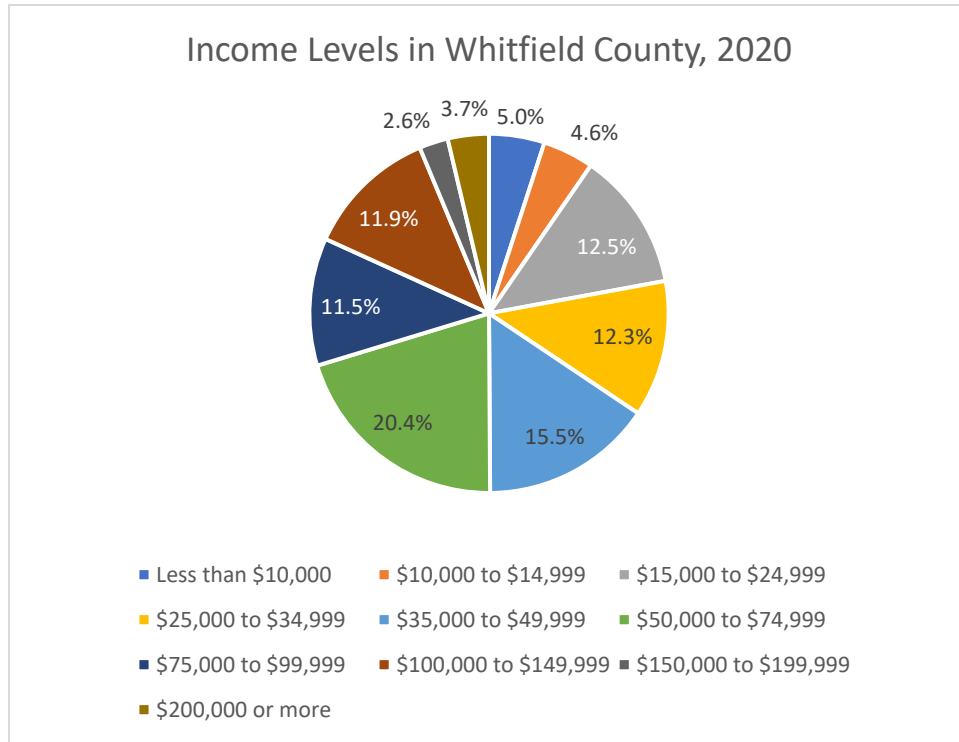
According to the 2016-2020 American Community Survey 5-year estimates, the mean household income level in Whitfield County is \$67,316 and the per-capita income is \$24,361.

#### *Median Household Income Levels*

| <u>Location</u>            | <u>Median Income</u> |
|----------------------------|----------------------|
| Whitfield County, Georgia  | 50,055               |
| Murray County, Georgia     | 51,133               |
| Catoosa County, Georgia    | 58,932               |
| Walker County, Georgia     | 46,601               |
| Gordon County, Georgia     | 48,662               |
| Bradley County, Tennessee  | 51,872               |
| Hamilton County, Tennessee | 56,606               |
| Cohutta city, Georgia      | 52,396               |
| Dalton city, Georgia       | 46,894               |
| Tunnel Hill city, Georgia  | 50,859               |
| Varnell city, Georgia      | 63,693               |
| Georgia                    | 61,224               |

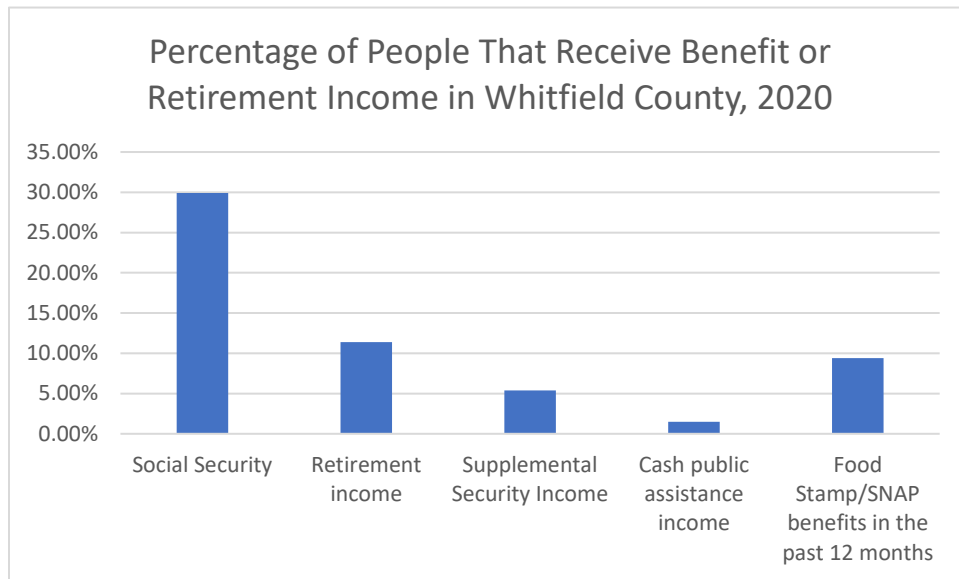
*Median Household Income in Whitfield County, Surrounding Counties, Georgia, and Whitfield County Municipalities, 2016-2020. Source: "Table B19013: Median Household Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars)." <http://data.census.gov>*

The median household income in Whitfield County is \$50,055, which is higher than two of the seven neighboring counties and lower than the state. Cohutta, Tunnel Hill, and Varnell have higher median household incomes than the county while Dalton has a lower median household income.



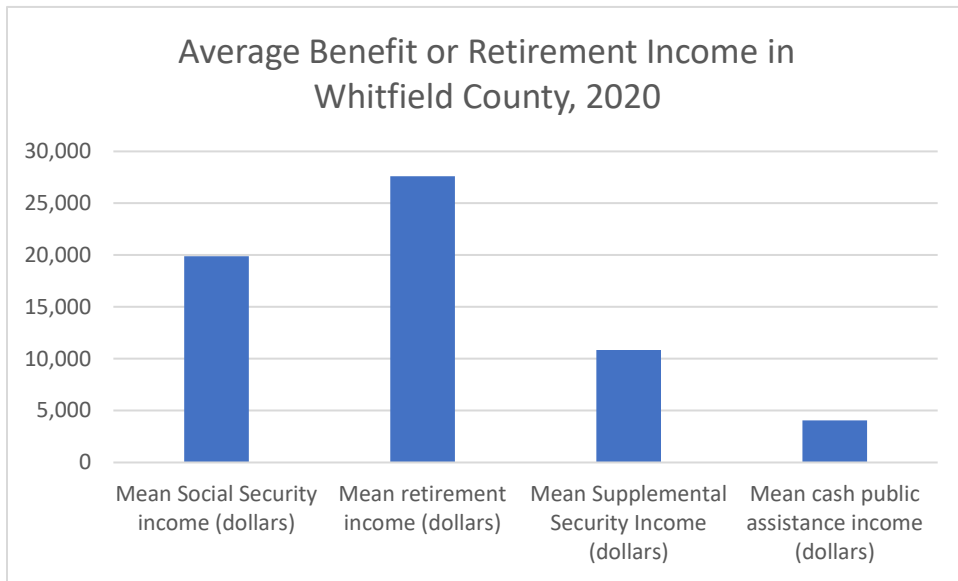
*Income Levels in Whitfield County, 2016-2020. Source: “Table S1901: Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars).” <http://data.census.gov>*

The most common income level in Whitfield County is between \$50,000 and \$74,999 at 20.4%. The other common income levels are between \$35,000 and \$49,999 at 15.5%, between \$15,000 and \$24,999 at 12.5%, between \$25,000 and \$34,999 at 12.3%, between \$100,000 and \$149,999 at 11.9%, and between \$75,000 and \$99,999 at 11.5%.



*Percentage of People That Receive Benefit. Source: 2016-2020 American Community Survey 5-year estimates. "Table DP03: Selected Economic Characteristics." <http://data.census.gov>*

The most common form of benefit or retirement income tracked by the American Community Survey in Whitfield County was Social Security at 29.9%. The next most common form was retirement income at 11.4%. Supplemental Security Income and cash public assistance income and food stamp/SNAP benefits were significantly rarer at 5.4% and 1.5%, respectively.



*Percentage of People That Receive Benefit. Source: 2016-2020 American Community Survey 5-year estimates. "Table DP03: Selected Economic Characteristics." <http://data.census.gov>*

The average Social Security and retirement incomes in Whitfield County were \$19,902 and \$27,597, respectively. This is significantly lower than average incomes in the area, even combined, likely indicating reliance on additional forms of income in retirement. Similarly, the even lower \$4,062 average cash public assistance income indicates that it can only act as a supplement to other forms of income.



## Poverty

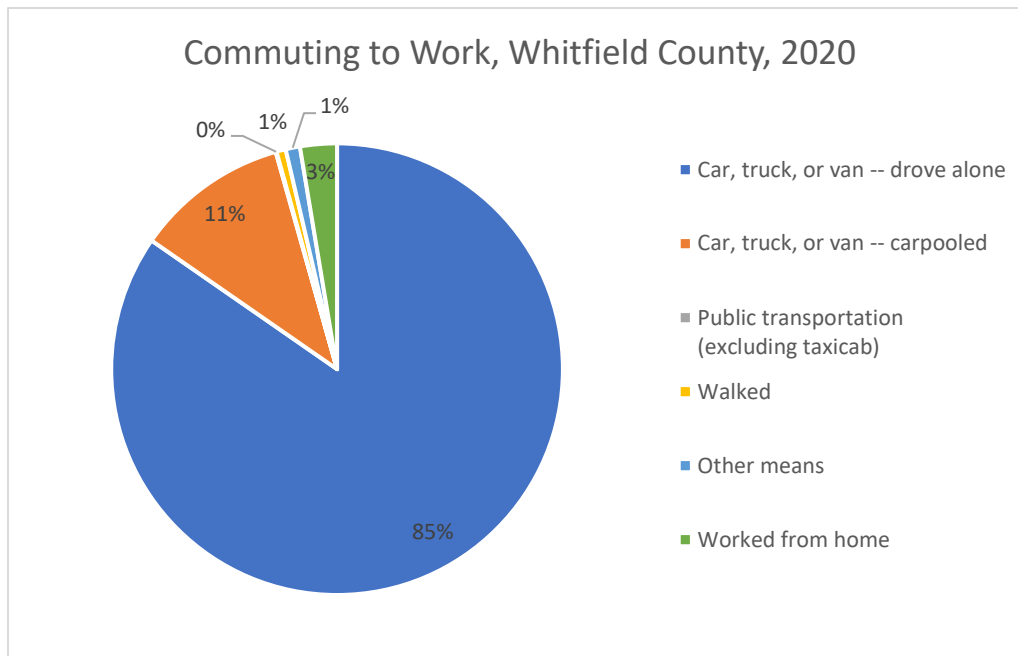
### *Poverty Income Level*

| <u>Location</u>            | <u>Percent Below Poverty Level</u> |
|----------------------------|------------------------------------|
| Whitfield County, Georgia  | 16.20%                             |
| Murray County, Georgia     | 16.00%                             |
| Catoosa County, Georgia    | 9.00%                              |
| Walker County, Georgia     | 15.10%                             |
| Gordon County, Georgia     | 15.90%                             |
| Bradley County, Tennessee  | 15.60%                             |
| Hamilton County, Tennessee | 12.60%                             |
| Cohutta city, Georgia      | 3.90%                              |
| Dalton city, Georgia       | 20.90%                             |
| Tunnel Hill city, Georgia  | 7.90%                              |
| Varnell city, Georgia      | 8.00%                              |
| Georgia                    | 14.30%                             |

*Percentage of People Below Poverty Level in Whitfield County, Municipalities, Surrounding Counties, and Georgia, 2016-2020. Source: "Table S1701: Poverty Status in the Past 12 Months." <http://data.census.gov>*

The poverty rate in Whitfield County is 16.2%, which is higher than all six adjacent counties and the state. The poverty level in Cohutta, Tunnel Hill, and Varnell is lower than the county while the poverty level in Dalton is higher. The poverty rate for people below the age of 18 in Whitfield County is 24.7%.

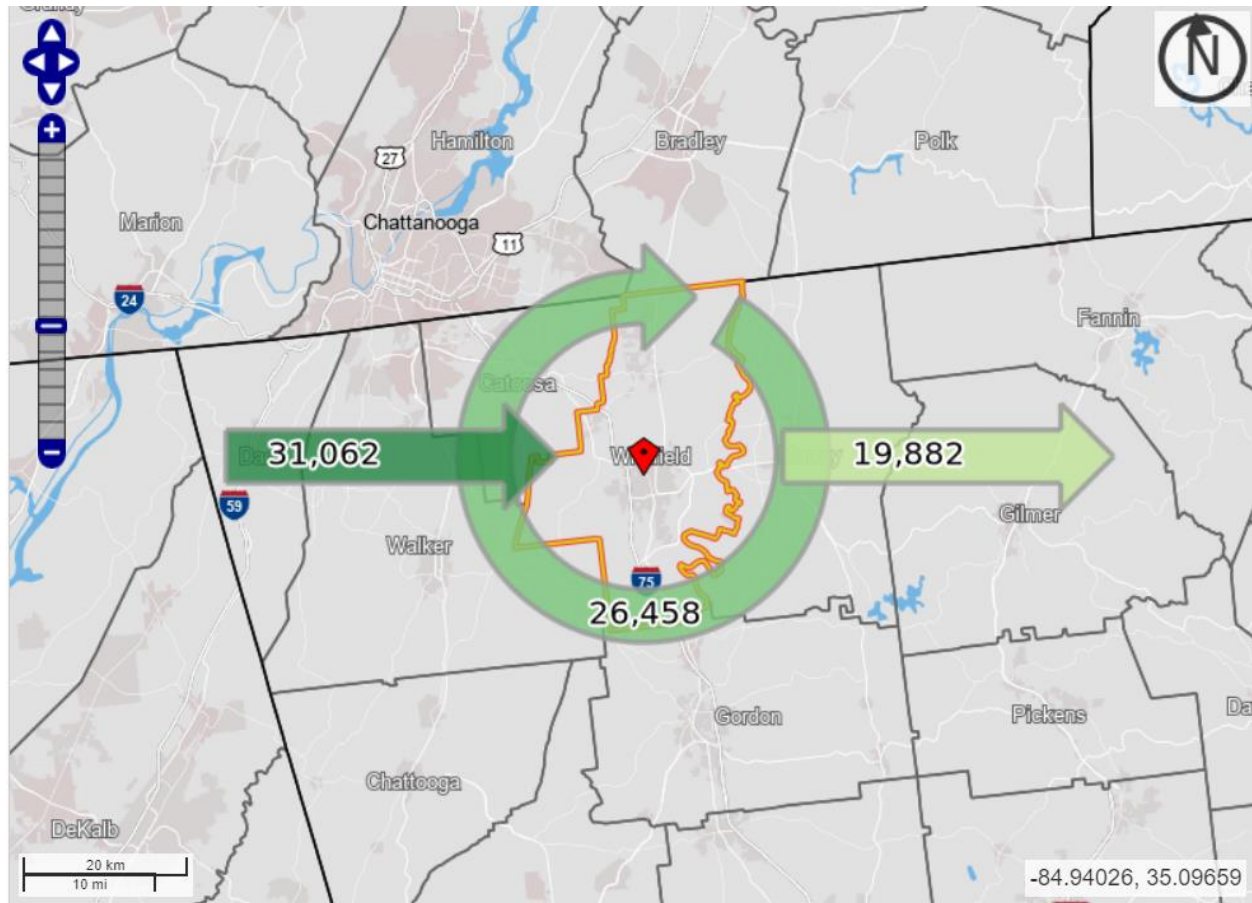
## Commuting



*Commuting to Work, Whitfield County, 2020. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. "Table B08006: Sex of Workers by Means of Transportation to Work."*  
<http://data.census.gov>

85% of workers in Whitfield County commuted solo by car, truck, or van. The other common methods of commuting were carpooling at 11%.

## Whitfield County Joint Comprehensive Plan 2024-2028



Source: U.S. Census Bureau, Center for Economic Studies, LEHD, On The Map, Whitfield County 2019.  
<https://onthemap.ces.census.gov/>

26,458 out of 57,520 or 46.0% workers employed in Whitfield County also live in the county while 31,062 or 54.0% live outside the county. 26,458 out of 46,340 or 57.1% of people living in Whitfield County are also employed in the county while 19,882 or 42.9% are employed outside the county.

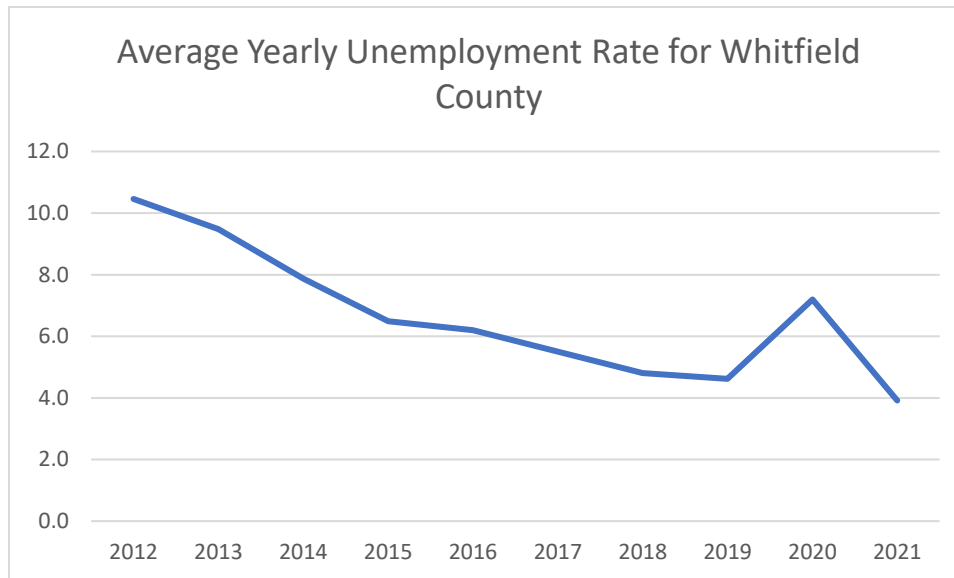
## Employment

### *Local Unemployment Rate*

| <u>Location</u>            | <u>Unemployment Rate</u> |
|----------------------------|--------------------------|
| Whitfield County, Georgia  | 6.00%                    |
| Murray County, Georgia     | 6.50%                    |
| Catoosa County, Georgia    | 3.50%                    |
| Walker County, Georgia     | 6.80%                    |
| Gordon County, Georgia     | 3.50%                    |
| Bradley County, Tennessee  | 5.40%                    |
| Hamilton County, Tennessee | 4.60%                    |
| Cohutta city, Georgia      | 0.00%                    |
| Dalton city, Georgia       | 5.00%                    |
| Tunnel Hill city, Georgia  | 2.50%                    |
| Varnell city, Georgia      | 8.10%                    |
| Georgia                    | 5.60%                    |

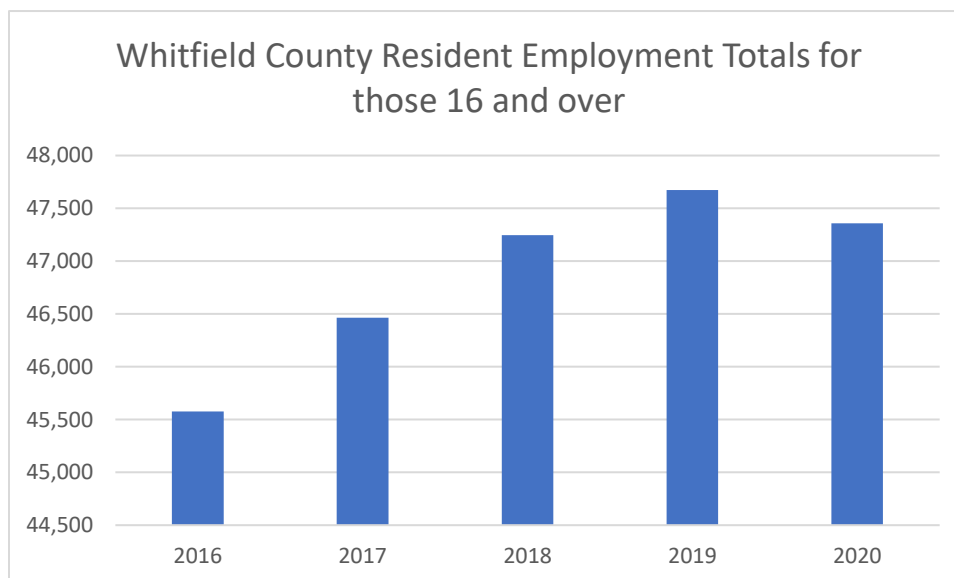
*Local Unemployment Rate. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. "Table S2301: Employment Status." <http://data.census.gov>*

Whitfield County has a higher unemployment rate than four of the six neighboring counties and the state at 6.0%. Cohutta, Dalton, and Tunnel Hill have lower unemployment rates than the county while Varnell has a higher unemployment rate than the county.



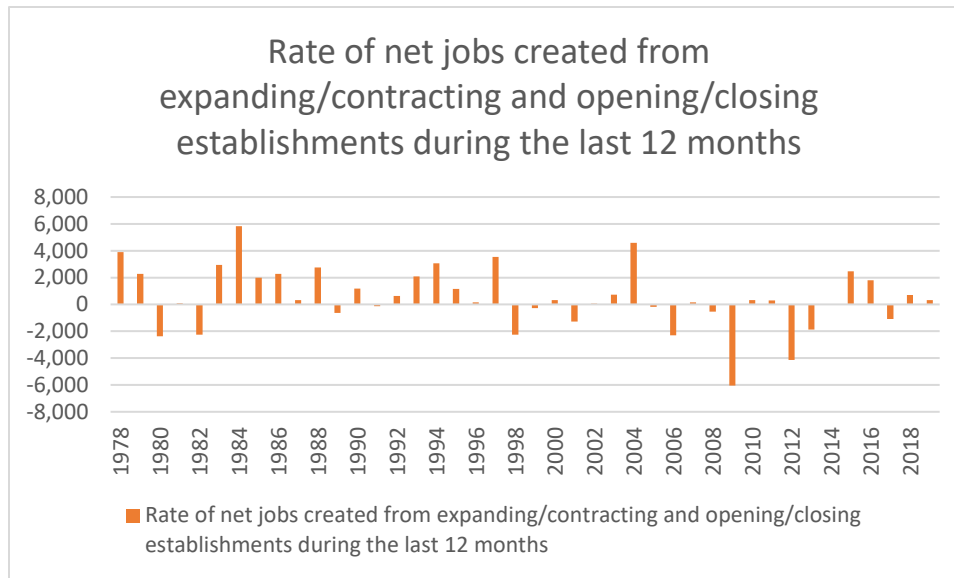
Average Yearly Unemployment Rate for Whitfield County, GA, 2012-2021. Source: Whitfield County, GA unemployment - U.S. Bureau of Labor Statistics. <https://beta.bls.gov/dataViewer/view/timeseries/LAUCN130150000000003>

Whitfield County's unemployment consistently dropped between 2012 and 2019, went up due to COVID-19 in 2020 before falling below 2019 levels in 2021.



Whitfield County Resident Employment Totals for those 16 and over, 2012-2016 through 2016-2020 American Community Survey 5-year estimates. "Table S2401: Occupation by Sex for the Civilian Employed Population 16 Years and Over." <http://data.census.gov>

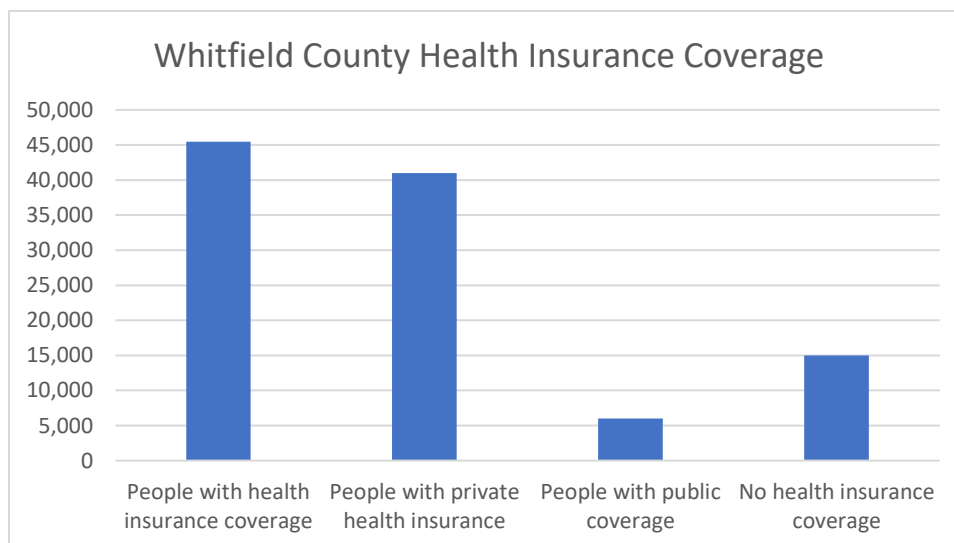
Whitfield County's employment consistently went up between 2016 and 2019, before dropping in 2020. This indicates that the employment situation was healthy before 2020, and it is too soon to tell whether the decline is a temporary decline due to COVID-19 or is a sign of a bigger issue.



Rate of net jobs created from expanding/contracting and opening/closing establishments during the last 12 months in Whitfield County, 1978-2019. Source: US Census Bureau, Economic Business Dynamics Statistics, <https://www2.census.gov/programs-surveys/bds/data/>

For the most part, the rate of net jobs created in Whitfield County has been positive. The main exceptions have been 1980, 1982, 1998, 2006, 2009, and 2012.

## Health Insurance



Health Insurance Coverage. Source: "Table B27011: Health Insurance Coverage Status and Type by Employment Status." <http://data.census.gov>

Most people in Whitfield County have health insurance coverage. Most health insurance coverage comes from private sources.



# APPENDIX C: COMMUNITY PARTICIPATION DOCUMENTATION

## Initial Public Hearing Legal Ad

6B Friday, November 18, 2022

DALTON DAILY CITIZEN

| Legals  | Legals  | Legals   | Legals  | Legals   | Legals   |
|---|---|--|---|--|--|
| <p><b>NOTICE OF INTENT TO INCORPORATE</b></p> <p>Notice is given that Articles of Incorporation which will incorporate <b>PLEASANT GROVE CHURCH OF WHITFIELD COUNTY, INC.</b>, a domestic non-profit company, will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 512 S. Thornton Avenue, Dalton, Georgia 30720, and its initial registered agent at such address is Gregory H. Kinnamon.</p> <p><b>NOTICE PROBATE COURT OF WHITFIELD COUNTY</b></p> <p>RE: PETITION OF ALAN WILLIAM PRICE AND PENNY PRICE SMITH FOR DISCHARGE AS PERSONAL REPRESENTATIVES FOR THE ESTATE OF BOBBIE JEAN PRICE, DECEASED.</p> <p>TO: All and singular the heirs/beneficiaries of said decedent and to whom it may concern:</p> <p>This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before 11/28/22.</p> <p><b>BE NOTIFIED FURTHER:</b> All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact</p> | <p>3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071<br/>Telephone Number: (877) 813-0992<br/>Case No. DORIG-20-00185-8<br/>Ad Run Dates 11/11/2022, 11/18/2022, 11/25/2022, 12/02/2022</p> <p><b>IN THE JUVENILE COURT OF WHITFIELD COUNTY</b><br/><b>STATE OF GEORGIA</b><br/><b>IN THE INTEREST OF:</b><br/><b>N.N.R.</b><br/><b>CASE NO. 2200479</b><br/><b>SEX: F</b><br/><b>AGE: ONE YEAR</b><br/><b>DOB: 07/22/2021</b><br/><b>A Child Under 18 Years of Age</b><br/><b>NOTICE OF SUMMONS</b><br/><b>PURSUANT TO APPLICABLE GEORGIA STATE LAW</b></p> <p>TO: Kayda Roark</p> <p>You are hereby notified that a Petition seeking to terminate your parental rights to the above-named child was filed in the Juvenile Court of Whitfield County, Georgia on July 27, 2022. The ground for termination is that the child is dependent under O.C.G.A. §15-11-2 and O.C.G.A. §15-11-310. A copy of the Petition may be obtained from the Office of the Clerk of the Whitfield County Juvenile Court located at 205 N. Selvidge Street, Dalton, Georgia. You are hereby notified that you are required to appear before the Juvenile Court of Whitfield County, Georgia in Dalton, Georgia on the 18th day of January, 2023 at 1:30 p.m., for a final hearing should you desire to contest the Petition. If you fail to appear, the court can terminate your rights in your absence. If the court at the trial finds that the facts set out in the petition to terminate parental rights are true</p> | <p>BOOK 0814, Page 49, Whitfield County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-FOUR THOUSAND AND 0/100 DOLLARS (\$74,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash in the ground floor atrium area within the courthouse of Whitfield County, Georgia within the legal hours of sale on the first Tuesday in December, 2022, the following described property:</p> <p><b>SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.</b></p> <p>The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice pursuant to O.C.G.A. § 13-1-11 having been given).</p> <p>Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and any matters of record including, but not limited to, those superior to the Security Deed first set out above. Said property will be sold on an "as-is" basis without any representation, warranty or recourse</p> | <p>Personal Representative:<br/>Angela Cottrell<br/>c/o Joseph Blake Evans P.C.<br/>150 West King Street Suite A<br/>Dalton, GA 30720<br/>(706)226-0001<br/>joseph@jevansfirm.com<br/>11/04 11/11 11/18 11/25</p> <p><b>PUBLIC NOTICES AFFECT US ALL STAY INFORMED!</b></p> <p><b>STATE OF GEORGIA</b><br/><b>WHITFIELD COUNTY</b><br/><b>NOTICE TO DEBTORS AND CREDITORS</b><br/><b>RE: Estate of PAUL DANIEL KNIGHT, JR.</b></p> <p>All debtors and creditors of the Estate of Paul Daniel Knight, Jr., deceased, late of Dalton, Whitfield County, Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).</p> <p>This 2022<br/>Personal Representative:<br/>Earsip Paulkette Knight<br/>971 Miracle Dr.<br/>Rocky Face, GA 30720<br/>11/11 11/18 11/25</p> | <p>LEE, THE Insurance Company LLC, 1502, Elaine Way, Dalton, Georgia 30720<br/>11/11 11/18</p> <p><b>TUNNEL HILL, AND VARNELL UPDATE OF THE JOINT COMPREHENSIVE PLAN</b></p> <p>Whitfield County and the municipalities of Cohutta, Dalton, Tunnel Hill, and Varnell are beginning a five-year update of their Joint Comprehensive Plan that was previously adopted in October 2018. The plan update will be prepared according to the 2018 Minimum Planning Standards set by the Georgia Department of Community Affairs and the Georgia Planning Act of 1989. This initial public hearing is being held to explain the process for the plan preparation and the opportunities for public participation in the development of the updated plan. The affected governments intend to appoint citizens to participate as part of a Stakeholder Committee to work with planners for the plan preparation. In addition, broad citizen participation at every meeting related to the plan preparation is desirable and recommended.</p> <p>The plan document, estimated for completion in draft form August 2023, will ultimately be submitted for review to the Northwest Georgia Regional Commission and the Georgia Department of Community Affairs. Plan approval by October 31, 2023 is required to maintain Qualified Local Government (QLG) status for each local government, per the Georgia Planning Act of 1989, allowing continued eligibility for State loans, grants, or permits for another</p> | <p><b>TODAY!!</b></p> <p><b>NOTICE TO: To Whom It May Concern:</b></p> <p>ROBERT MICHAEL WITHROCK has petitioned to be appointed Administrator of the estate of CRYSTAL ANNE WITHROCK, deceased, of said County. The Petitioner has also applied for waiver of bond, waiver or reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. 53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the court on or before 11/21/22. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.</p> <p>SHERI H. BLEVINS, JUDGE OF THE PROBATE COURT<br/>By: DELANE JACKSON<br/>Deputy Clerk<br/>205 N. Selvidge St. Ste G<br/>Dalton, GA 30720<br/>706-275-7400<br/>10/28 11/04 11/11 11/18</p> |

## Plan Draft Review Public Hearing Ad

DALTON DAILY CITIZEN

Friday, August 18, 2023 5A

### More

> Continued from 2A

Whitfield counties, will hold its regular quarterly meeting at 5:00 p.m. at the Chatsworth-Murray County Public Library, located at 706 Old Dalton Highway Road in Chatsworth. This meeting is open to the public.

### Wednesday

■ The Emory Center, an African-American heritage and cultural center, is open for tours at 10:15 a.m., 12:15 p.m. and 2:15 p.m. Tours can be booked by appointment on other days of the week. The center is at 110 W. Emory St. Call the Emory Center at (706) 277-7633 or (706) 280-7695 for reservations.

■ The Highland Rivers Behavioral Health Governing Board of Directors meets at 10:30 a.m. at the Cartersville Chamber of Commerce, 122 W. Main St. The meeting is open to the public. For more information, call (706) 270-5000.

### Thursday

■ The Whitfield County Senior Center hosts sponsor Jennifer Dixon, Medicare specialist, for the monthly Bonus Bingo Game at 10:30 a.m. This game is free and open to the public. For more information, call the Senior Center at (706) 278-3700.

■ The Georgia State Retirees Association holds its August meeting at noon at the Western Sizzlin on Cleveland Highway. There will be speakers from Whitfield County to provide information on the new Rocky Face Ridge Park and Riverbend Park as well as various hiking trails. The association looks forward to welcoming Barry Robbins, Whitfield County commissioner from District

1; Jess Hansen, Whitfield County GIS (Geographic Information System) coordinator; Brian Chastain, Whitfield County Parks and Recreation director; and Bob Sivick, Whitfield County administrator. All retired state employees are invited.

### Aug. 25

■ The historic Blunt House is open for tours every Friday from 10:30 a.m. to 4 p.m. and by request other days. The home is at 506 S. Thornton Ave.

### Aug. 26

■ The Murray County High School Class of 1973 holds its 50-year reunion at the Grandview at Fort Mountain in Chatsworth. A sit-down meal, program and entertainment are included, along with several special guests (former teachers/coaches/administrators). Reservations,

along with your contact information, should be submitted by Aug. 12. Cost for the evening is \$35 per person and can be submitted via post/mail to MCHS Class of 1973, 1308 Leonard Bridge Road, Chatsworth, GA 30705, or may be sent via Venmo to @Vickie-Sales-1. For more information, call (706) 517-0047 and leave a message.

■ The 10th annual Kennedy Carter Dinner is at 6 p.m. at the Dalton Elks Lodge, bringing together Democrats from North Georgia, state party leadership and candidates for lively conversation and fellowship. The event is hosted by the Whitfield County Democratic Committee. Featured speakers will be candidates who have filed to run for Congress from the 14th District; Matthew Wilson, first vice chair of the Democratic Party of Georgia; and keynote speaker Scout Smith, vice chair of candidate recruit-

ment for the Democratic Party of Georgia. There will be individual tickets, as well as Friend, Champion and Defender table sponsorship levels. Tickets may be purchased at <https://secure.actblue.com/donate/kc2023dinner> or by calling (706) 264-2789. Those planning to attend are asked to respond as soon as possible. Proceeds will fund the

committee's 2024 election cycle activities.

### Aug. 28

■ The Benton Mackaye Trail Association sponsors a moderate to strenuous 7.3-mile hike on the BMT Dyer Gap to Flat Top Mountain and a return Dyer Gap to South Fork Trail briefly for upper and lower Shadow Falls,

then to the Pinhoti Trail intersection. Hike leader: Steve Dennison. For more information, contact hike-leaderSD@bentamail.org.

■ The NAACP Dalton-Whitfield Chapter meets at 6:30 p.m. at the Mack C. Gaston Community Center. The meetings are open to the public. Community support and ideas are welcomed.

### PUBLIC HEARING NOTICE WHITFIELD COUNTY, COHUTTA, DALTON, TUNNEL HILL, and VARNELL JOINT COMPREHENSIVE PLAN

Whitfield County, Cohutta, Dalton, Tunnel Hill, and Varnell have prepared a draft Joint Comprehensive Plan Update for 2024-2028 according to the 2018 Minimum Planning Standards set by the Georgia Department of Community Affairs and the Georgia Planning Act of 1989. This draft plan was prepared with public participation and with guidance from a Stakeholder Committee of public and private sector individuals, including representatives from local government, economic development, and community leadership.

Accordingly, a joint public hearing is scheduled for the County and Cities to accept comments on the Draft Joint Comprehensive Plan. After the public hearing and receipt of public comment, the draft plan will be submitted for review by the Northwest Georgia Regional Commission and the Georgia Department of Community Affairs. Plan approval by October 31, 2023 is required to maintain Qualified Local Government (QLG) status for each local government per the Georgia Planning Act of 1989 allowing continued eligibility for State loans, grants, or permits for another five years.

This public hearing will be held at the Mayor and Council Meeting, Dalton City Hall, 300 W. Waugh Street, Dalton, GA 30722, at 6:00 p.m. on September 18, 2023.

Copies of the draft plan will be available for review by September 11, 2023 on the Northwest Georgia Regional Commission website, [nwgrc.org](http://nwgrc.org) and at the public hearing.



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# Whitfield County Joint Comprehensive Plan 2024-2028



## WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN UPDATE

Stakeholder Committee Meeting  
Mack Gaston Community Center  
218 N Fredrick St, Dalton, GA 30721

April 20, 2023  
6:00PM

### Agenda

- I. Welcome and Introductions
- II. Appointment of Committee Chairman
- III. Comprehensive Plan Process and History
- IV. Population and Economic Trends
- V. Strengths, Weaknesses, Opportunities, and Threats Exercise
- VI. Community Input Survey
- VII. Schedule Next Meeting



## WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN UPDATE

Stakeholder Committee Meeting  
Edwards Park Community Center  
115 Edwards Park Entrance, Dalton, GA 30721

May 16, 2023  
6:00PM

### Agenda

- I. Welcome and Introductions
- II. Recap of previous meeting
- III. Comprehensive Plan Community Survey draft review
- IV. A review of Whitfield's Regionally Important Resources and the Coosa-North GA Regional Water Plan
- V. Future Land Use discussion and map review
- VI. Schedule Next Meeting



## WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN UPDATE

Stakeholder Committee Meeting  
Riverbend Park Community Center  
1819 Riverbend Road Dalton, GA 30721

June 15, 2023  
6:00PM

### Agenda

- I. Welcome and Introductions
- II. Recap of previous meeting
- III. Comprehensive Plan Community Survey update
- IV. Presentation on transportation by the Greater Dalton Metropolitan Planning Organization and Q&A
- V. Schedule Next Meeting



## WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN UPDATE

Stakeholder Committee Meeting  
Dalton State College- Peoples' Hall, Room 115  
650 College Dr, Dalton, GA 30720

July 20, 2023  
6:00PM

### Agenda

- I. Welcome and Introductions
- II. Recap of previous meeting
- III. Comprehensive Plan Community Survey results overview
- IV. Presentation on the Believe Greater Dalton Housing Study by Geoff Koski
- V. Schedule final meeting and community open house for the draft plan

# Whitfield County Joint Comprehensive Plan 2024-2028



## WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN UPDATE

**Stakeholder Committee Meeting**  
Riverbend Park Community Center  
1819 Riverbend Road Dalton, GA 30721

**Sept 9, 2023  
6:00PM**

### Agenda

- I. Welcome and recap of the previous meetings
- II. Review of Vision Statements, Goals, and policies
- III. Review and input on Community Work Program projects
- IV. Public Hearing on the plan draft September 18<sup>th</sup> at 6:00pm during the City of Dalton's mayor and council meeting

## LEADERSHIP

DALTON-WHITFIELD

Wifi is COD Public. Open a web browser if not prompted and navigate to google, then the user will see splash page to accept terms and conditions. Once accepted, the user will be connected.

### Agenda LEADERSHIP DALTON-WHITFIELD LOCAL GOVERNMENT SESSION

Thursday, January 19, 2023

Dalton City Hall Council Chambers

300 W. Waugh Street, Dalton

Session Chairs: Andrew Parker, Dennis Mock,  
Jevin Jensen and Bob Sivick  
8:00 am to 4:40 pm

|         |   |  |
|---------|---|--|
| 8 am    | Breakfast   |  |
| 8:10    | Welcome & Announcements   | Brenda Knowles, LDW<br>President (LDW Class of 2009)   |
| 8:20    | Local Government Pop Quiz (using poll anywhere)   | Brenda Knowles   |
| 8:30    | Organizational Overview of Whitfield County<br>What does the County do?   | Jevin Jensen, Chairman,<br>Whitfield County<br>Commission (IDC)<br>Bob Sivick, County<br>Administrator   |
| 9:10    | Q & A   |  |
| 9:25    | Organizational Overview of the City of Dalton<br>What does the City do?   | Dennis Mock, Councilman,<br>City of Dalton<br>Andrew Parker, City<br>Administrator, City of Dalton<br>(LDW Class of 2012)  |
| 10:05   | Q & A   |  |
| 10:20   | Break   |  |
| 10:30   | City of Dalton Projects   | Andrew Parker and<br>Dennis Mock   |
| 11:10   | Q & A   |  |
| 11:20   | Walk to Café Ostro for lunch  |  |
| 11:30   | Lunch options: <i>Side item of pita and hummus available. Choice of chicken, beef or shrimp bowl with turmeric rice with fresh vegetables, cucumbers, cabbage, lettuce, tomato and pickles, served with hummus and Ostro sauce. Dessert: tiramisu</i> |  |
| 12 Noon | Walk to the area near the parking deck to sample Disc Golf (weather permitting)   |  |
| 12:30   | Return to City Hall   |  |
| 12:45   | About the Transit Service   | Diane Franklin, Director,<br>Transit Service   |
| 1:05    | Q & A   |  |
| 1:15    | About the Downtown Dalton Development Authority   | Candace Eaton, Director  |
| 1:35    | Q & A   |  |
| 1:45    | Break   |  |
| 2:00    | Elected Officials Panel Discussion  | David Pennington, III, Mayor,<br>City of Dalton (LDW Class of 1998)<br>Kenny Gowin, Mayor, City of<br>Tunnel Hill<br>Ron Shinnick, Mayor, Town of<br>Cohutta<br>Tom Dickson, Mayor, City of<br>Varnell (LDW Class of 1995)<br>Jevin Jensen, Chair, Whitfield<br>County Board of<br>Commissioners |
| 2:35    | Q & A   |  |
| 2:50    | Homework Interviews (share in groups and report out)  |  |
| 3:10    | Facilitated discussion on services that are missing   | Andrew Parker, Dennis Mock,<br>Bob Sivick  |
| 3:20    | Comprehensive Strategic Plan and Class Input  | Ethan Calhoun, County<br>Engineer, Whitfield County<br>(LDW Class of 2018)   |
| 4:20    | You Can Become Involved Locally<br>How to Run for Office<br>Closing Remarks and Wrap Up   | Dennis Mock  |
| 4:30    | Reflections of the Day<br>Scan QR Code and complete the evaluation<br>Personal Action Plan and Closing Announcements  | Brenda Knowles   |



# WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN STAKEHOLDER COMMITTEE

| ORGANIZATION                     | TIME             | EVENT DATE                                | LOCATION                     |
|----------------------------------|------------------|---|------------------------------|
| Stakeholder Committee Meeting #1 | 6pm              | 4/20/2023                                 | Mack Gaston Community Center |
| VOLUNTEER NAME                   |                  |   |                              |
| 1                                | Alisa Gasanova   | NGEMC                                     |                              |
| 2                                | Allyson Coker    | Bellevue Greater Dalton Chamber           |                              |
| 3                                | Jason Mack       | Greater Dalton Chamber                    |                              |
| 4                                | Larry Harrison   | Brighthouse Bank                          |                              |
| 5                                | Brad Ramsey      | Banking/Finance First National Comm. Bank |                              |
| 6                                | Jonathan Baylory | Dr. of Procurement Obligantive LLC        |                              |
| 7                                | Miss Callaway    | Retired Public Health/Health Promotion    |                              |
| 8                                | Michelle         | City of Unwell                            |                              |
| 9                                | Chris Swift      | Banking/Real Estate Quinwell Bank         |                              |
| 10                               | John Francis     | Social Services/Mental Health             |                              |
| 11                               | Levi Milgore Jr. | Retired / City of Dalton                  |                              |
| 12                               | Mark Miller      | Hearts One Alliance                       |                              |
| 13                               | Jackie Killings  | Khenani Business Advisors                 |                              |
| 14                               | Dick Venderhoff  | DARTON-UNITED SOLELY WITH AUTHORITY       |                              |
| 15                               | John Logthart    | Dalton State College/Natural Resources    |                              |



# WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN STAKEHOLDER COMMITTEE

ORGANIZATION

Stakeholder Committee Meeting #2

TIME

6pm

EVENT DATE

5/16/2023

LOCATION

Edwards Park Community Center

VOLUNTEER NAME

AREA OF EXPERTISE/ORGANIZATION

|    |                    |   |
|----|--------------------|---|
| 1  | Jason Mock         | Dalton Chamber                                |
| 2  | Bob Sivick         | Whitfield County                              |
| 3  | Jonathan Bagley    | Polytechnic                                   |
| 4  | Keyni Harris       | Joint Development Authority                   |
| 5  | Godd Harrison      | Hamilton Health Care System                   |
| 6  | Jackie Killings    | Community Advocate/Khensani Business Advisors |
| 7  | Chris Smith        | Banking IRE                                   |
| 8  | Brad Ramsey        | Banking                                       |
| 9  | Dick Verhoeven     | DWSIA   |
| 10 | Ethan Calhoun      | NWGR  |
| 11 | Marlene Meadows    | NWGR  |
| 12 | Gretchen Langthorn | NWGR  |
| 13 | Blaine Cardona     | Whitfield County                              |
| 14 | Alisa Beraraba     | NGEMC   |
| 15 | Yugeily Marquez    | LAA   |



# WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN STAKEHOLDER COMMITTEE

| ORGANIZATION                     | TIME                           | EVENT DATE | LOCATION                        |
|----------------------------------|--------------------------------|------------|---------------------------------|
| Stakeholder Committee Meeting #3 | 6pm                            | 6/15/2023  | Riverbend Park Community Center |
| VOLUNTEER NAME                   | AREA OF EXPERTISE/ORGANIZATION |            |                                 |
| 1 Amy Thamm                      |                                |            |                                 |
| 2 Mark Myler                     |                                |            |                                 |
| 3 Liz Dennis                     |                                |            |                                 |
| 4 Alisa Basurayac                |                                |            |                                 |
| 5 Dick Vermet                    |                                |            |                                 |
| 6 JOHN FRANCIS                   |                                |            |                                 |
| 7 Kent Denson                    |                                |            |                                 |
| 8 Bob Sivick                     |                                |            |                                 |
| 9 Lee Camser                     |                                |            | Whitfield County                |
| 10 Allison Coker                 |                                |            |                                 |
| 11                               |                                |            |                                 |

# WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN STAKEHOLDER COMMITTEE

| ORGANIZATION                     | TIME                            | EVENT DATE | LOCATION                          |
|----------------------------------|---------------------------------|------------|-----------------------------------|
| Stakeholder Committee Meeting #4 | 6pm                             | 7/20/2023  | Dalton State College Peoples Hall |
| VOLUNTEER NAME                   | AREA OF EXPERTISE/ORGANIZATION  |            |                                   |
| 1 Elizabeth Dennis               | City Council Town Hall          |            |                                   |
| 2 JOHN FRANCIS                   | Everyday                        |            |                                   |
| 3 Gretchen Lythart               | NGRC                            |            |                                   |
| 4 Carol Campbell                 | DALTON WHITFIELD JDA            |            |                                   |
| 5 KEVIN HARRIS                   |                                 |            |                                   |
| 6 ANDREW PALCER                  | CITY OF DALTON                  |            |                                   |
| 7 Brian Colsa                    | Shaw Industries                 |            |                                   |
| 8 Maciek Bobbins                 | Dalton's Proporties             |            |                                   |
| 9 Jason Mock                     | Chamber of Commerce             |            |                                   |
| 10 Jacob Bearden                 | Dalton - Whitfield Zoning       |            |                                   |
| 11 Wilson Coker                  | Chamber / Better Greater Dalton |            |                                   |
| 12 Todd Henson                   | Henniken Healthcare             |            |                                   |
| 13 Jackie Williams               |                                 |            |                                   |
| 14 Andrew Parker                 | City of Dalton                  |            |                                   |
| 15 Yuseily Moniquez              |                                 |            |                                   |
| 16 Dirk Verhooff                 | Solid Waste Management          |            |                                   |
| 17 Brad Ramsey                   | First National Bank             |            |                                   |
| 18 Alisa Brasenba                | NGEMC                           |            |                                   |
| 19                               |                                 |            |                                   |

# WHITFIELD COUNTY JOINT COMPREHENSIVE PLAN STAKEHOLDER COMMITTEE

| ORGANIZATION                     | TIME                                | EVENT DATE | LOCATION               |
|----------------------------------|-------------------------------------|------------|------------------------|
| Stakeholder Committee Meeting #5 | 6pm                                 | 9/7/2023   | Riverbend Park Complex |
| VOLUNTEER NAME                   | AREA OF EXPERTISE/ORGANIZATION      |            |                        |
| 1 Chris Smith                    | Planning Commission                 |            |                        |
| 2 Dixie Vernon                   | Solid Waste Authority               |            |                        |
| 3 Lisa Callaway                  | Retired Public Health               |            |                        |
| 4 Lisa Braselton                 | EMS                                 |            |                        |
| 5 Todd Harrison                  | Hamilton Health Care System         |            |                        |
| 6 Jonathan Bagley                | Polytechnic                         |            |                        |
| 7 William Carter                 | Bluegrass Delta                     |            |                        |
| 8 Jason Mott                     | Greater Delta Chamber               |            |                        |
| 9 Simone Meadows                 | NWGRE                               |            |                        |
| 10 Ethan Colman                  | NWGRE                               |            |                        |
| 11 Jada Bearden                  | Transportation + Zoning/Development |            |                        |
| 12 Blake Griffin                 | Tunnel Hill                         |            |                        |
| 13 Bob Smith                     | County Manager                      |            |                        |
| 14                               |                                     |            |                        |

