



**MAYOR AND COUNCIL MEETING
MONDAY, SEPTEMBER 18, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Public Hearing:

1. Public Hearing for Draft Joint Comprehensive Plan 2024-2028 Update for Whitfield County Including the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell

Minutes:

2. Mayor & Council Minutes of September 5, 2023

New Business:

3. (4) 2023 New Alcohol Beverage Applications
4. Croy Task Order #6 Amendment for Airport Construction Materials Testing
5. Contract Award to Bartow Paving Company for the 2023 Milling and Resurfacing Various City Streets Dalton Project No. PW-2023-LMIG
6. General Construction Agreement with Act Global for Dalton Parks and Recreation Synthetic Turf Replacement Projects
7. Master Service Agreement with Rent.Fun for a Self-Service Kayak Vending Machine at Haig Mill Lake Park
8. First Reading - 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

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/18/2023

Agenda Item: Public Hearing for Draft Comp Plan Update

Department: NWGRC

Requested By: Ethan Calhoun

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

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 Steering Committees 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.

Whitfield County
Joint Comprehensive Plan 2024-2028

*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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GEORGIA
PLANNING SERVICES

Northwest Georgia Regional Commission

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ADOPTION RESOLUTIONS

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ACKNOWLEDGEMENTS

WHITFIELD COUNTY

Jevin Jensen <i>Chairman, Board of Commissioners</i>		
Barry Robbins Board of Commissioners District 1	John Thomas Board of Commissioners District 2	Robby Staten Board of Commissioners District 3
Greg Jones Board of Commissioners District 4	Blanca Cardona County Clerk	Robert Sivick County Administrator

TOWN OF COHUTTA

Ron Shinnick Mayor		
Sheila Rose Vice Mayor	Sandy Clayborne Council Woman	Shane Kornberg Councilman
	Pam Shinnick Town Clerk	

CITY OF DALTON

David Pennington Mayor		
Dennis Mock Councilmember, Ward One		Tyree Goodlett Councilmember, Ward Three
Steve Farrow Councilmember, Ward Four	Bernadette Chattam City Clerk	Andrew Parker City Administrator

CITY OF TUNNEL HILL

Ken Gowin Mayor		
Jim Griffin Mayor Pro-Tem	Elizabeth Dennis Councilmember	Dennis Hammontree Councilmember
Jamey Middleton Councilmember	Melinda Griffin City Clerk	Blake Griffin City Administrator

City of Varnell

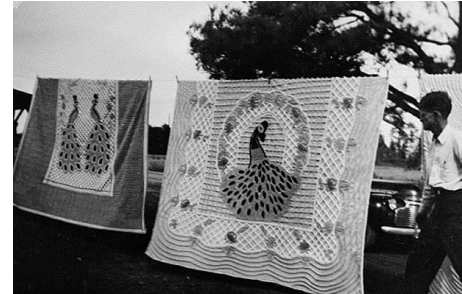
Tom Dickson Mayor		
Bill Caylor Councilmember	Sandy Pangle Councilmember	Pam Garrison City Clerk
Bob Roche Councilmember	Sarah Harrison Councilmember	Richard Lowe Councilmember
		Mike Brown City Manager

Whitfield County Joint Comprehensive Plan 2024-2028

STEERING COMMITTEE		
Jason Mock Dalton-Whitfield Chamber of Commerce President	Kent Benson Whitfield County Engineer	Robert Smalley Whitfield County Attorney
Mark Buckner Dalton Utilities	Terry Miller Dalton City Attorney	Jim Lidderdale Whitfield, Dalton, Varnell Planning Commission, Chairman
Carl Campbell Dalton-Whitfield Joint Development Authority	Dirk Verhoeff Whitfield Solid Waste Authority	Todd Johnson Cohutta Town Attorney
Jacob Bearden Whitfield County Planning Dept.	Jean Price-Garland Whitfield County Zoning Administrator	Brian Chastain Whitfield County Rec. Dept.
Blake Griffin Tunnel Hill City Manager	George Woodward Dalton Housing Authority	Allyson Coker Project Manager, Believe Greater Dalton
Robert Sivick Whitfield County Administrator	Chris Shiflett Whitfield, Dalton, Varnell Planning Commission. Vice-Chairman	Chad Townsend Director, Dalton Public Works
Andrew Parker Dalton City Administrator	Edward O'Brian Chief, Whitfield County Fire Dept.	Todd Pangle Dalton Asst. City Administrator
Ron Shinnick Mayor of Cohutta	Shane Kornberg Cohutta Councilman	Mike Brown Varnell City Manager
STAKEHOLDER COMMITTEE		
John Francis Social Services, Ret.	Kevin Harris ArrowStar, LLC	Todd Harrison Hamilton Healthcare
Levi Kilgore Windstream, Ret.	Jackie Killings K&M Technologies	John Lugthart Dalton State College
Yugeily Manriquez Latin American Association	Mark Mixer CEO, Health One Alliance, LLC	Rachel Moffett Dalton State College, Student
Brad Ramsey First National Community Bank	Lisa Callaway Stone Public Health, Ret.	Debian Woods Retired Educator
Elizabeth Dennis Tunnel Hill Councilperson	Larry Harrison Varnell Citizen	Lisa Callaway Citizen
Jonathan Bagley Pheonix Chemical Company		Alisa Basaraba North GA EMC, Vice-President

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 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.



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.

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) 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.

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.



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*.



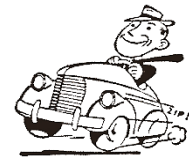
HOW TO USE THIS PLAN

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.



- **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. Due to the interjurisdictional similarity of the policies adopted in the previous Comprehensive Plan this plan will incorporate them 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.

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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

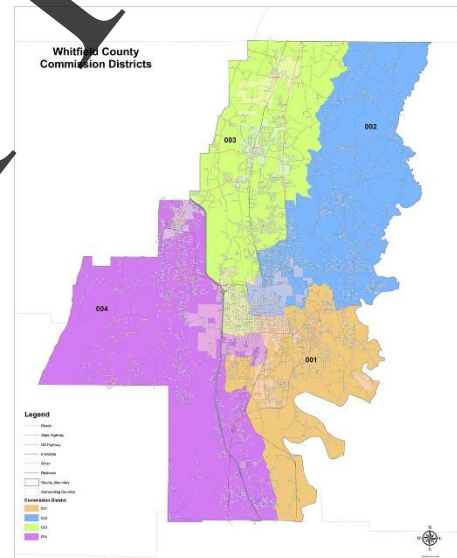
The south side of Whitfield County is located south of the City of Dalton. The area includes portions of the Chattahoochee National Forest located west of I-75, interchange areas at Carbondale and Connector 3 as well as historic rural communities located throughout the area. Southside Whitfield County 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.

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>Regional Identity – 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>Infill Development – 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>Growth Preparedness – 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>Environmental Protection – 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>Appropriate Businesses – 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>Heritage Preservation – 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>Educational Opportunities – 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>Regional Cooperation – 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>Employment Options – A range of job types should be provided in each community to meet the diverse needs of the local workforce.</p>	<p>Transportation Alternatives – 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>Open Space Preservation – 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>Housing Opportunities – 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>

Sense of Place – 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.	Traditional Neighborhood – 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.
Regional Solutions – 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.

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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
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
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
Appropriate Business						X				X	X	X	X	X	X
Employment Options						X				X		X	X	X	X
Housing Choices				X	X	X	X	X		X			X	X	X
Educational Opportunities												X		X	X
Regional Cooperation	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.



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:

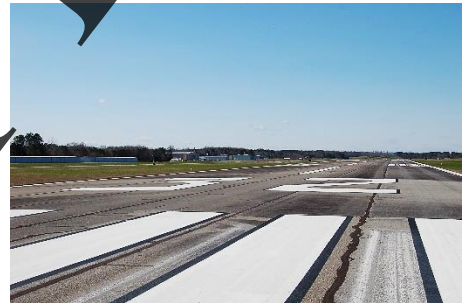
- Limit building heights to avoid conflict with airport operations
- Discourage encroachment of unsuitable land uses including residential land uses, public gathering places (i.e., churches and schools), and any other use that may affect visibility or safe electronic instrument approaches and departures 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



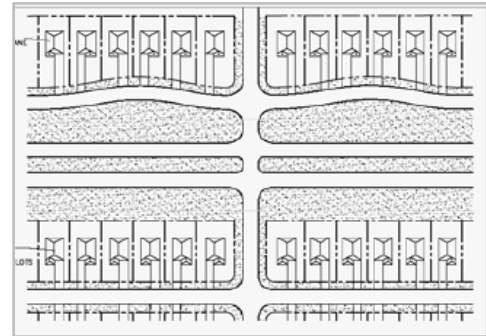
Runway at Dalton Municipal Airport; Facing Northwest



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 feet 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.

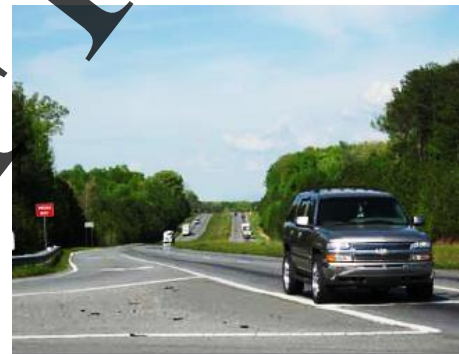


Access Management is necessary along the Dalton Bypass to allow for development and mitigate traffic congestion

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

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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

- 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-of-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

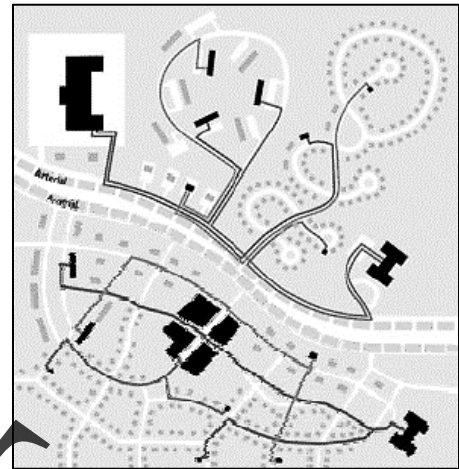
The Emerging Suburban character area covers areas primarily in the unincorporated county east of Dalton, west of I-75 around and south of Tunnel Hill, and along SR 71/Cleveland Highway that have experienced some residential growth and are positioned to accommodate more due to general land use trends 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)



Pedestrian friendly streets with sidewalks, street trees and homes with front porches are encouraged in the Emerging Suburban Area

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



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

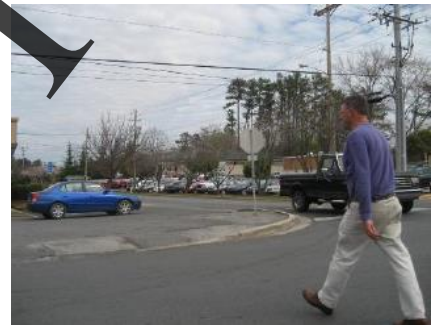
- Hospital or clinic
- Professional medical office
- Retail support (drugstore, restaurant)
- Residential (senior housing, assisted living facility, special needs housing, guest lodging for patients' families)
- Mixed use (upper floor office or residential and ground floor retail)



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.

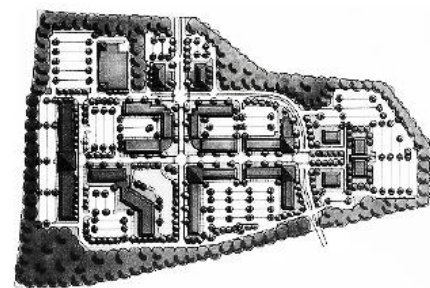
An example of this character area is West Walnut Avenue, located east of I-75. This area, which includes the Dalton Factory Outlet Stores and other commercial uses that benefit from close proximity to the interstate and serve both local residents as well as interstate traffic, is currently a retail center 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 Asheville, 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: Beaverdale, 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*

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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

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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 development in Whitfield County typically has wide lots with a limited pedestrian network, as shown above



Suburban Neighborhood character area in north Tunnel Hill



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

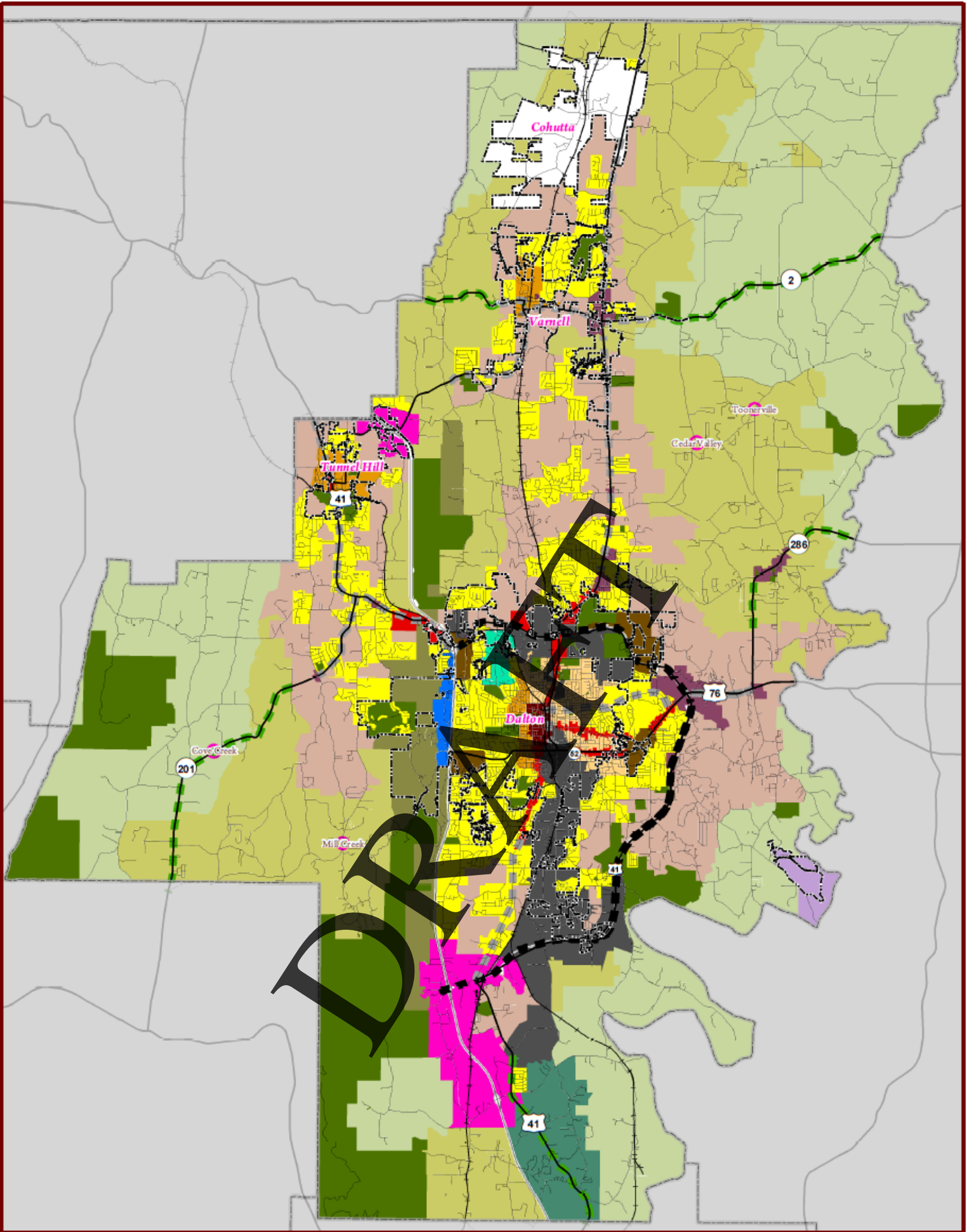
- *Prepare and adopt Corridor/Streetscape Master Plan for Martin Luther King, Jr. Boulevard to guide enhancements*
- *Adopt a Transition Corridor overlay district to regulate building placement and design, sign placement, size and materials, landscaping, access and other elements that contribute to the 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

DRAFT

Unincorporated Whitfield County Future Development Map



2023 Future Development Map - Whitfield County

Future Development Character Areas

- 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 Development Corridors

- Bypass Corridor
- Rural Corridor
- Transition Corridor

1 in = 10,417 feet

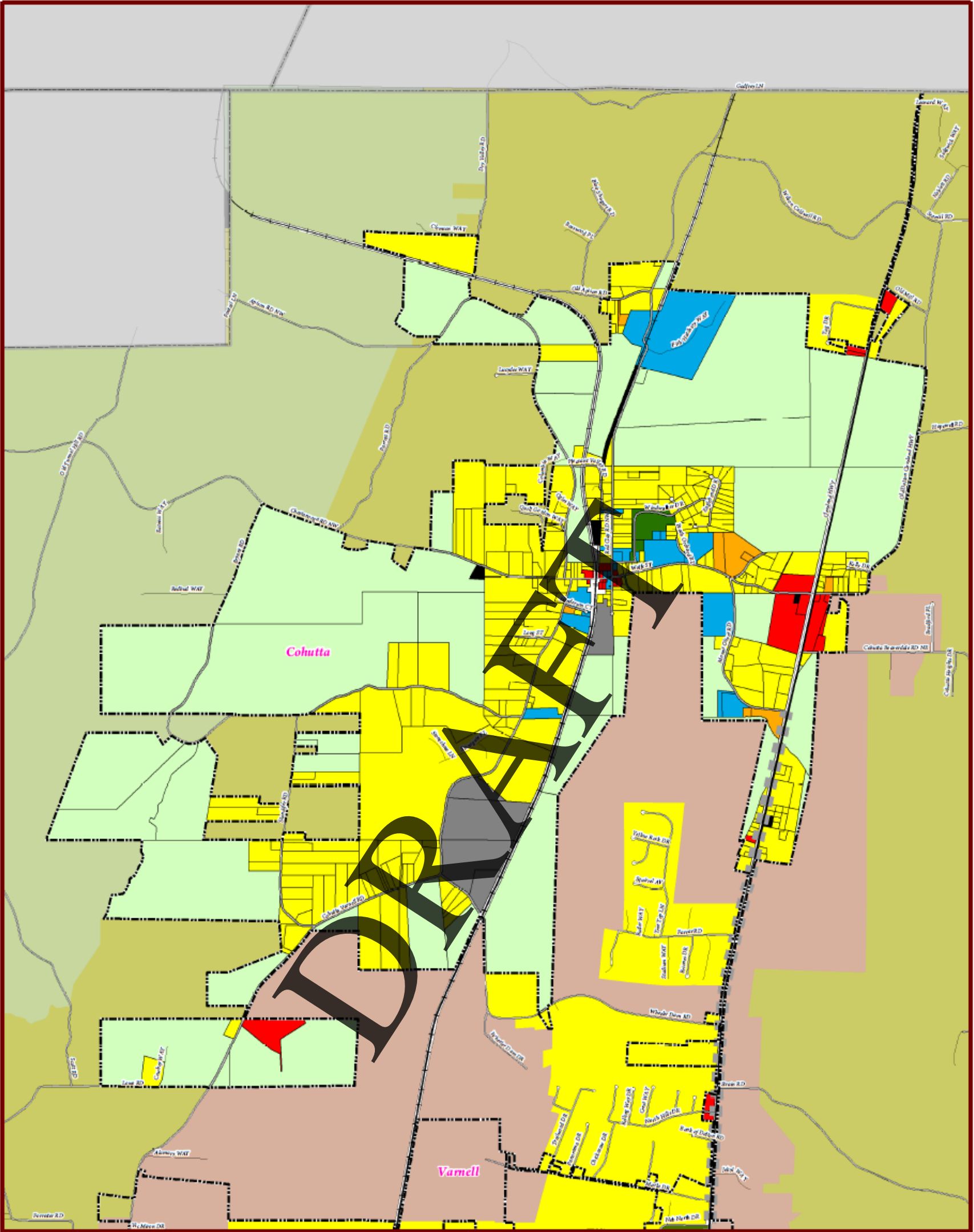


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Town of Cohutta Future Development Map



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
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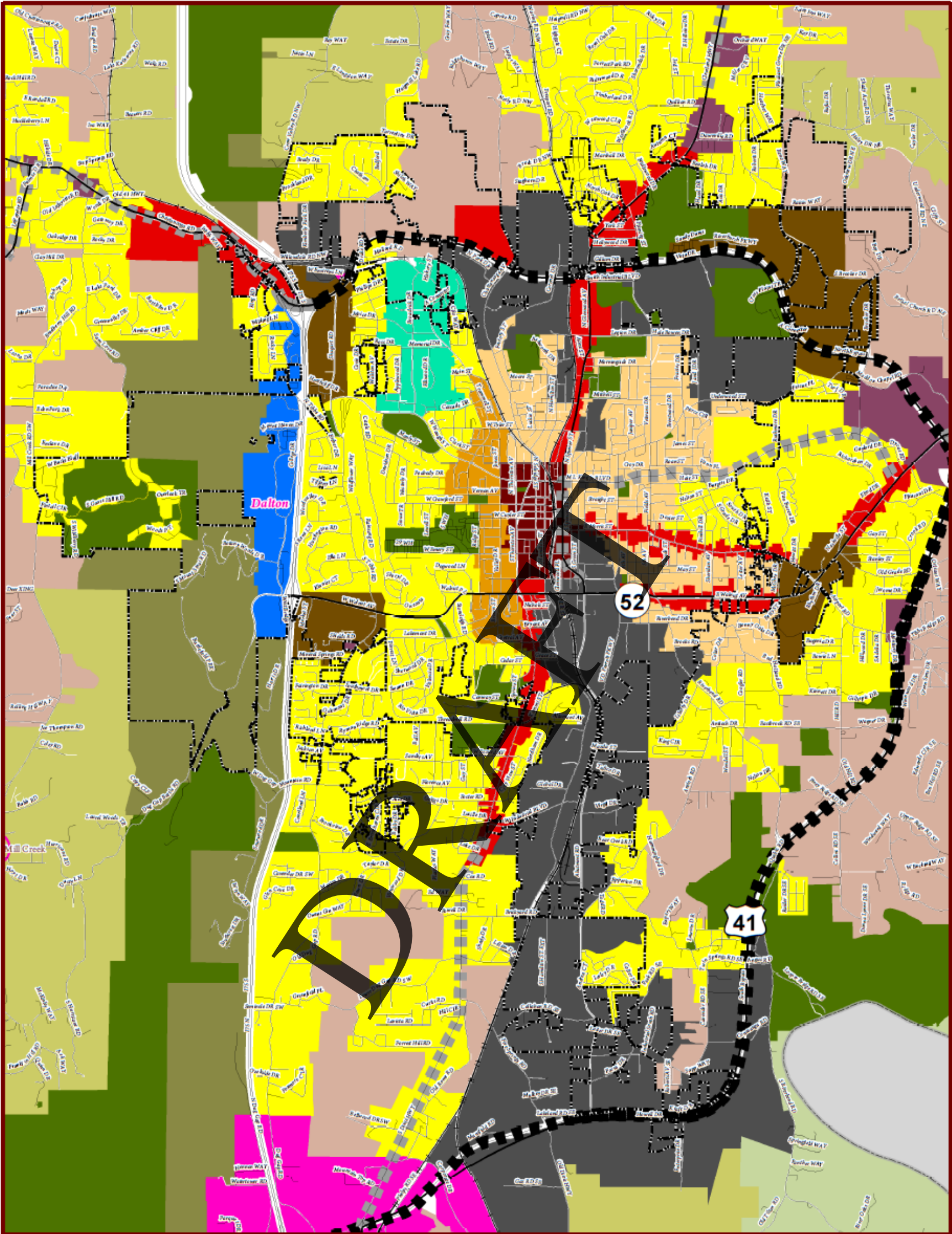
1 in = 1,975 feet

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City of Dalton Future Development Map



2023 Future Development Map - City of Dalton, Georgia

Future Development Character Areas

Industrial	Preserve
Interchange	Regional Activity Center
Medical District	Town Neighborhood
Commercial Corridor	Town Neighborhood Revitalization
Community Activity Center	Ridge Conservation
Downtown/Town Center	Rural/Agricultural Reserve
Dalton State/College Drive	Rural Residential
Emerging Suburban and Exurban Areas	Suburban Neighborhood

Future Development Corridors

Bypass Corridor
Transition Corridor

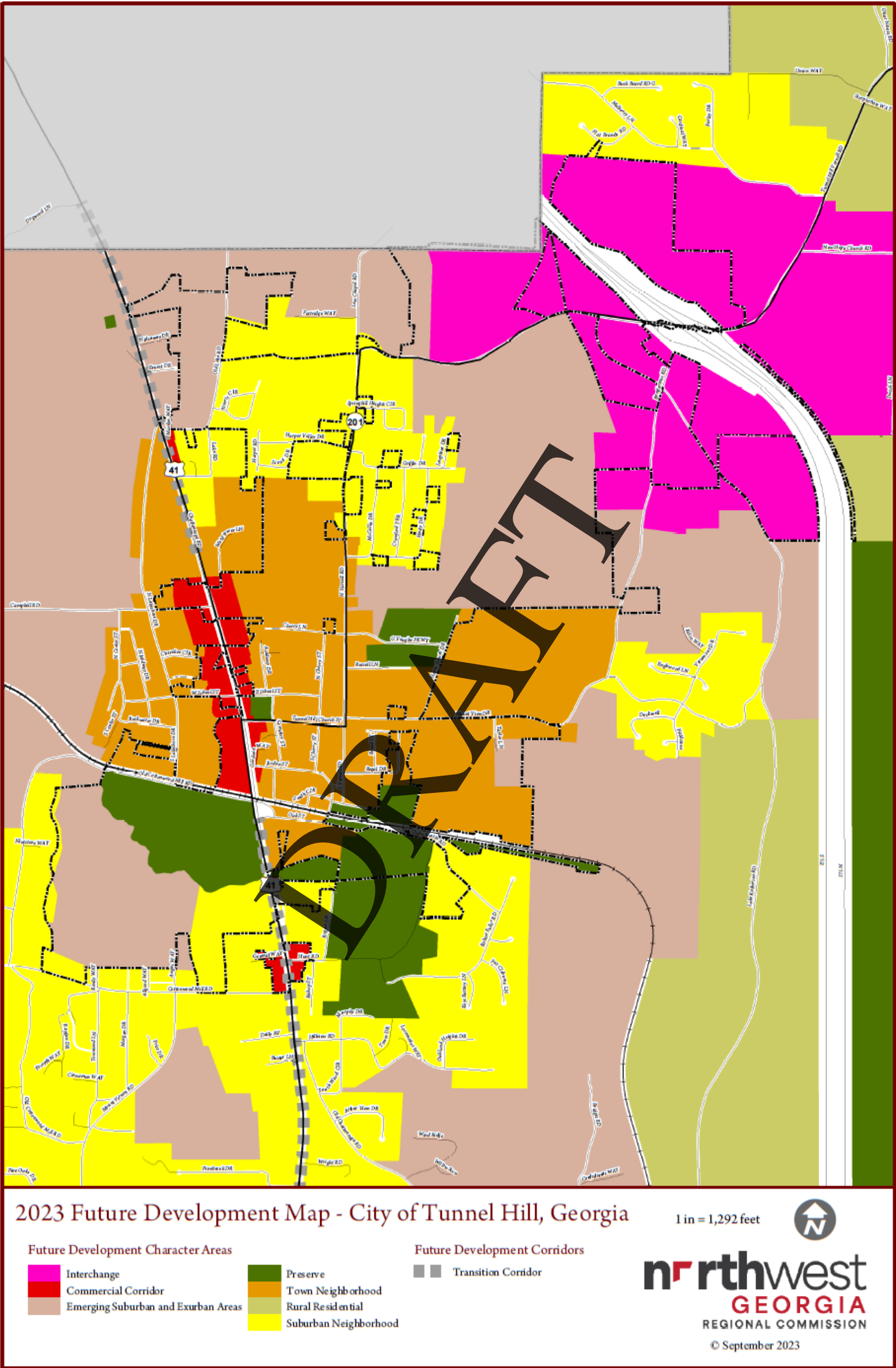
1 in = 3,713 feet

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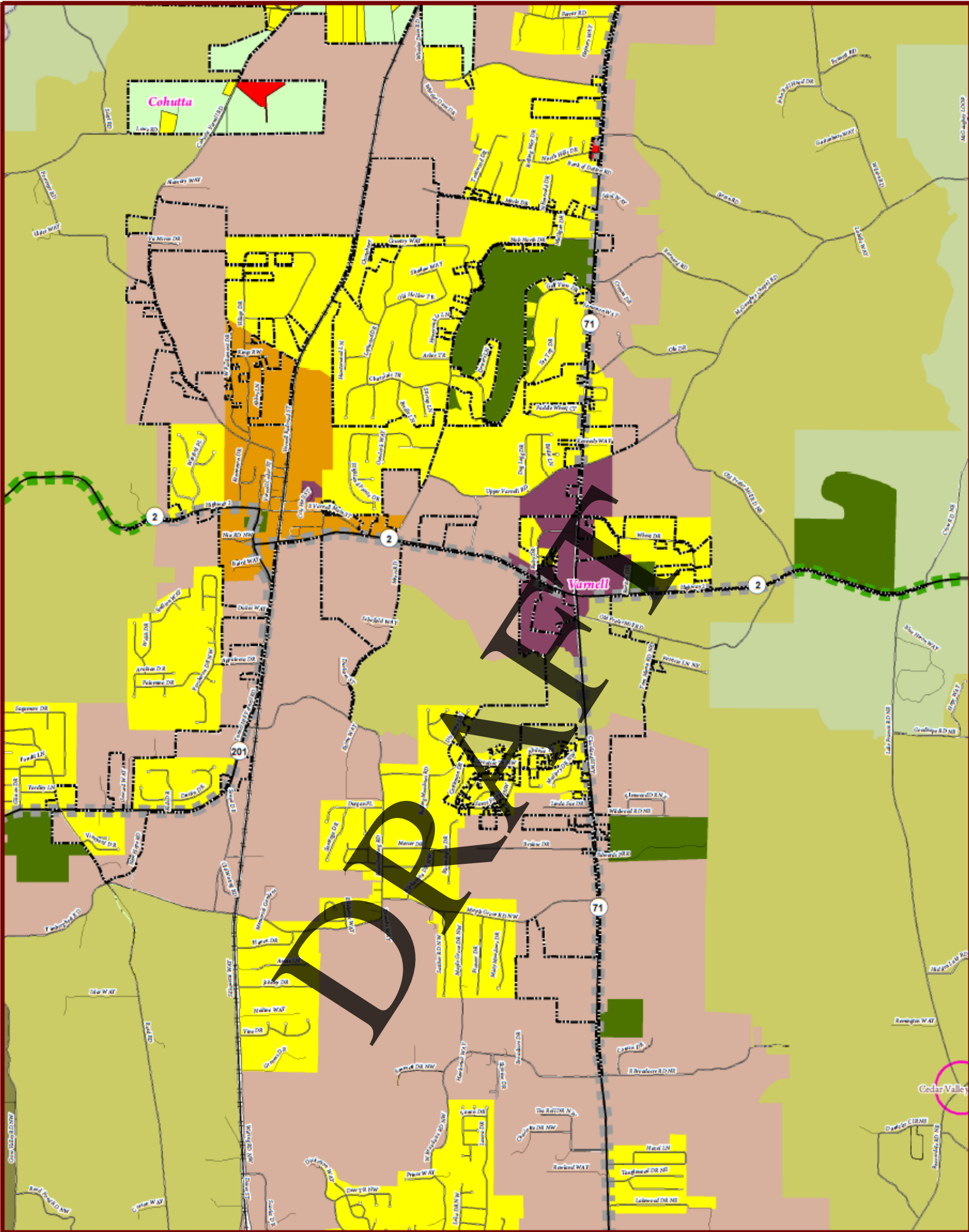
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City of Tunnel Hill Future Development Map



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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

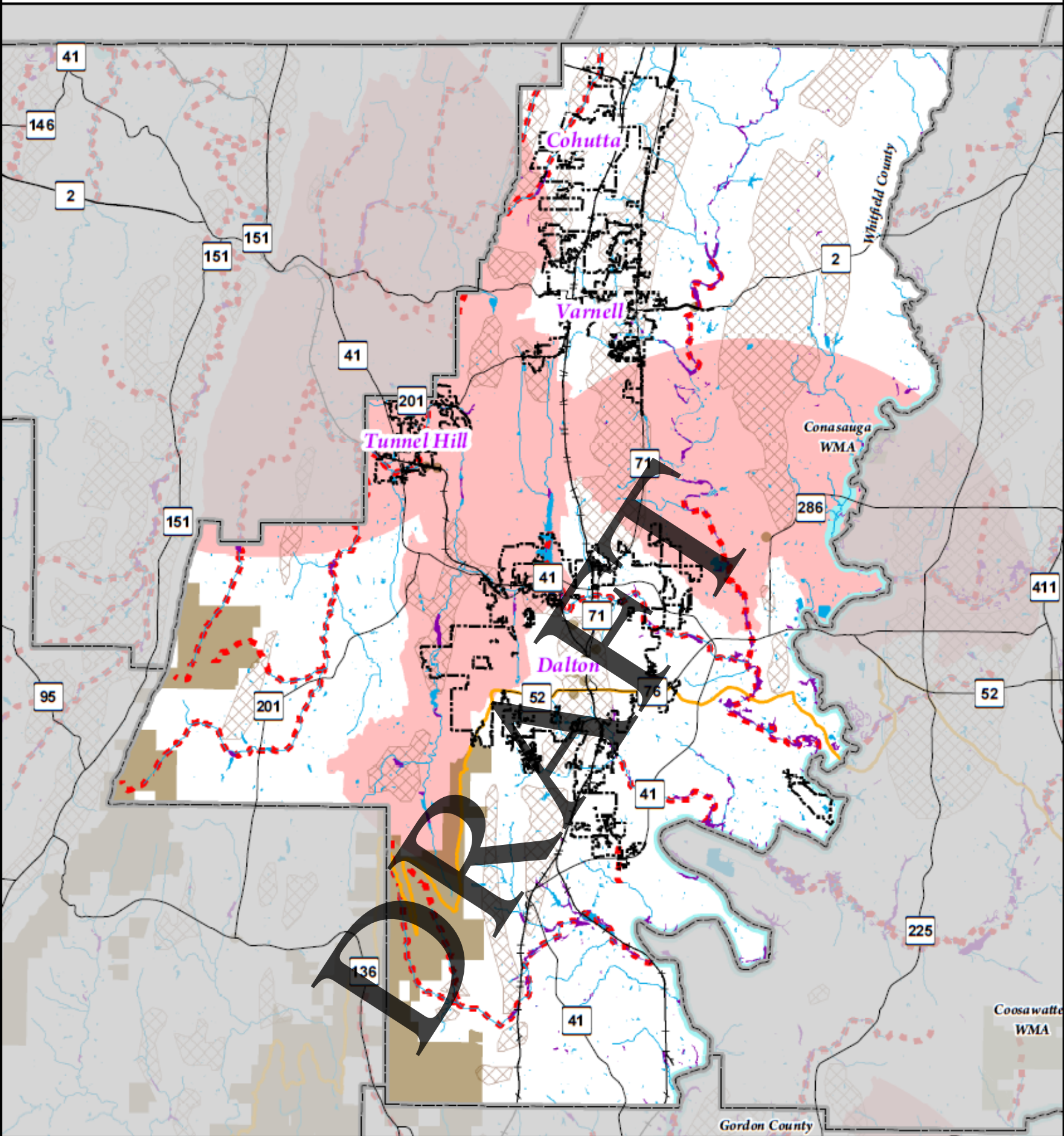
1 in = 2,575 feet

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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

N

1 inch = 3 miles

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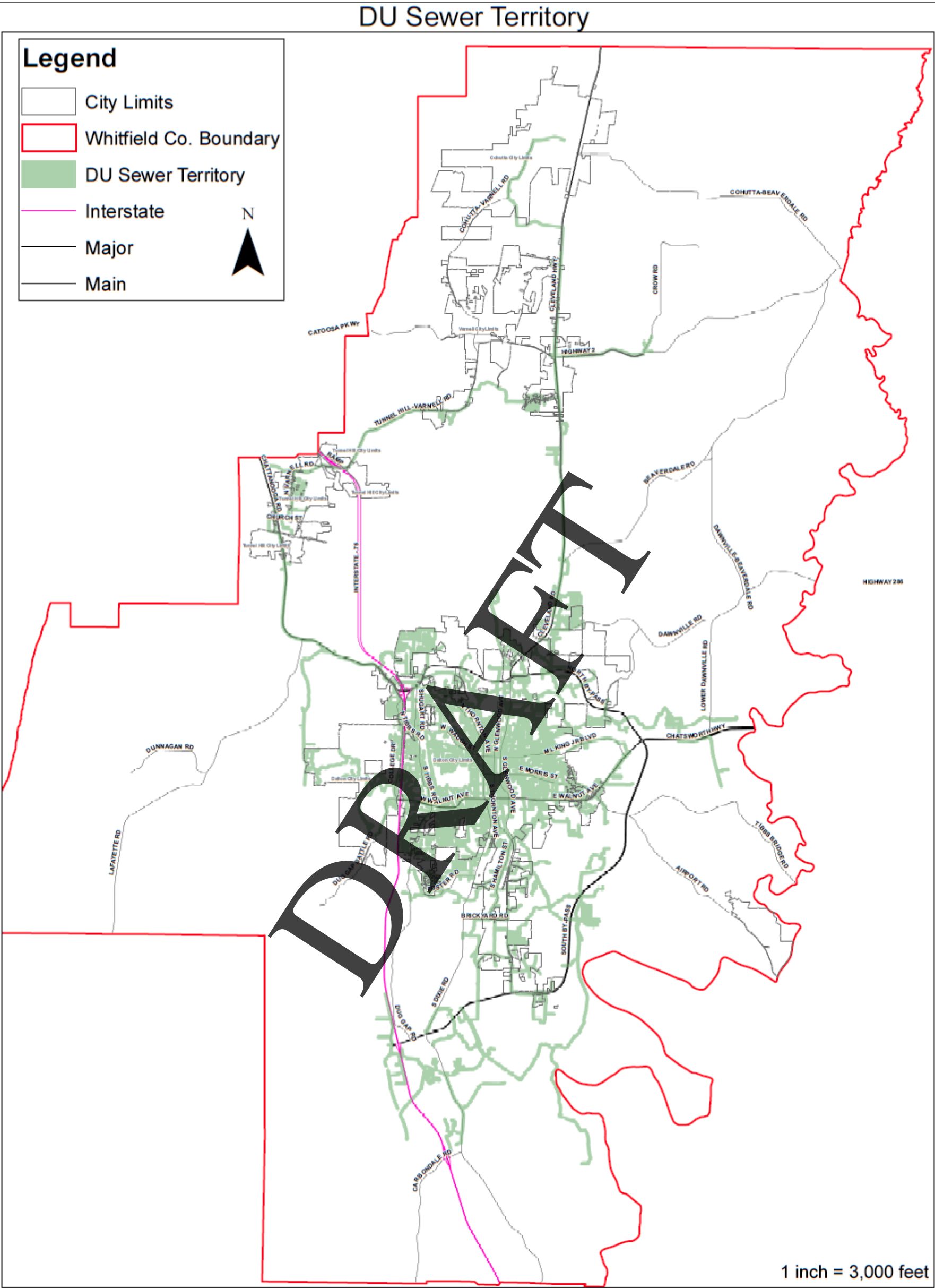
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COHUTTA'S FUTURE LAND USE

Existing Land Use

Cohutta developed in the 19th century with the railroad, so the changing role of the railroad in the 20th 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 19th and early 20th 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-20th 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 59](#). 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.

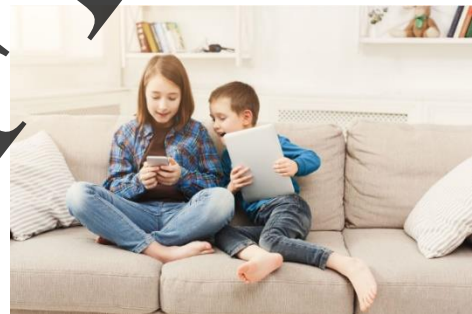


RURAL BROADBAND

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

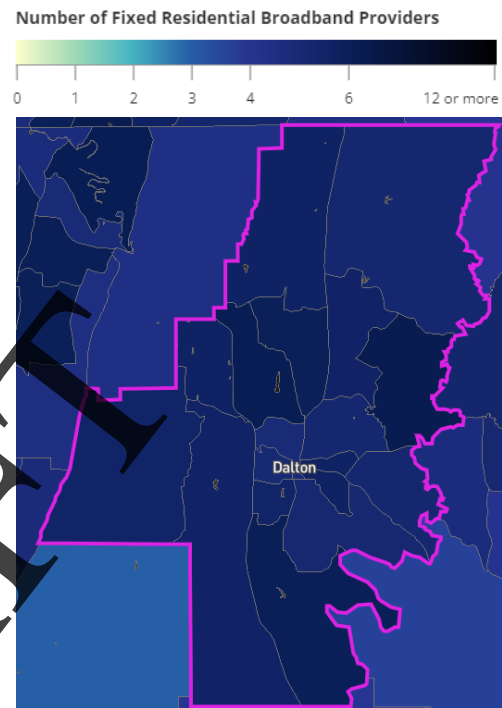
government has taken steps to reduce obstacles to broadband deployment. The model ordinance has already been adopted by several communities in Georgia. Whitfield County and the municipalities of Cohutta, Dalton, Tunnel Hill, and Varnell plan to adopt the Broadband Model Ordinance as an action step to 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.

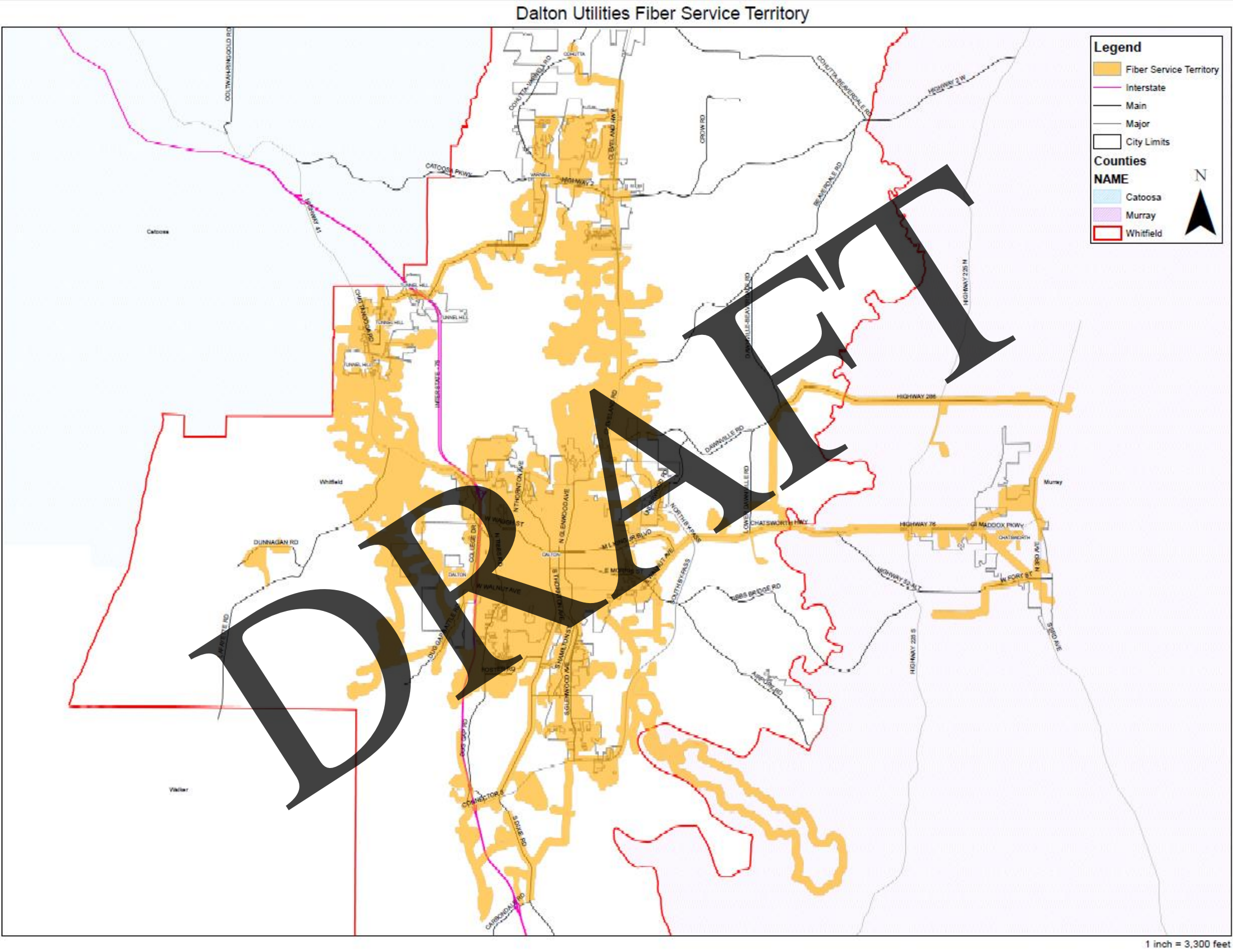
Both the USDA Community Connect and ReConnect programs base the applicant’s eligibility on several factors including the Federal Communication Commission’s (FCC) 477 Broadband Map.



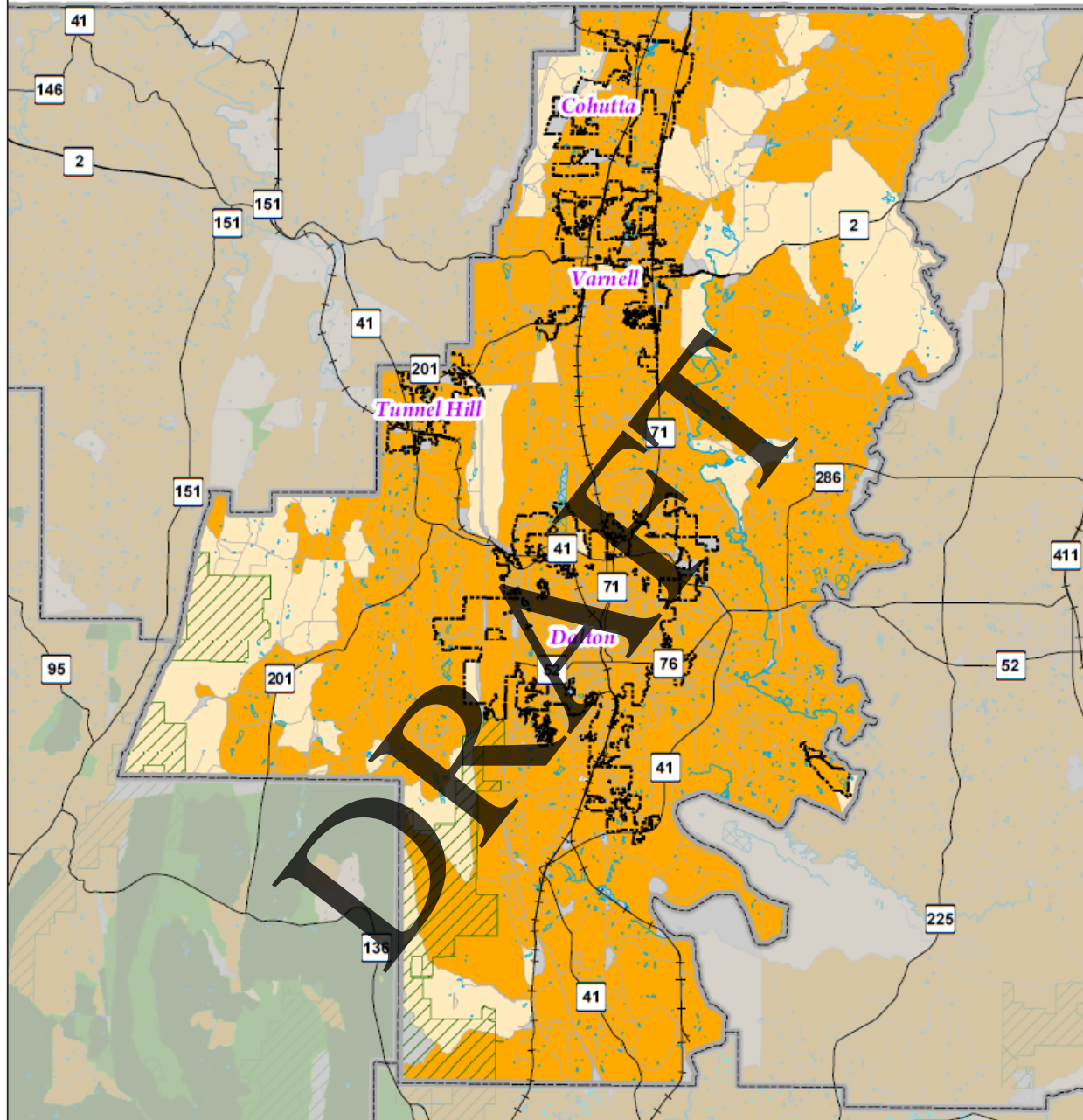
FCC Form 477 Fixed Broadband Deployment Data

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

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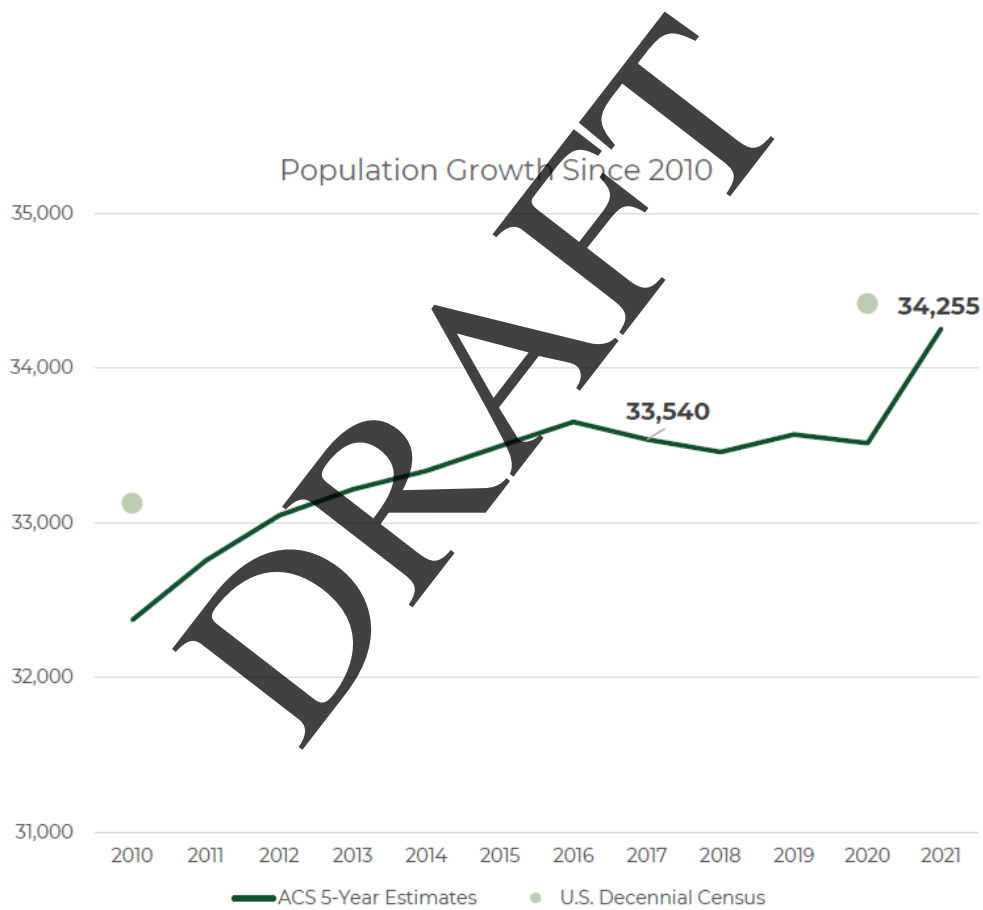
HOUSING

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.



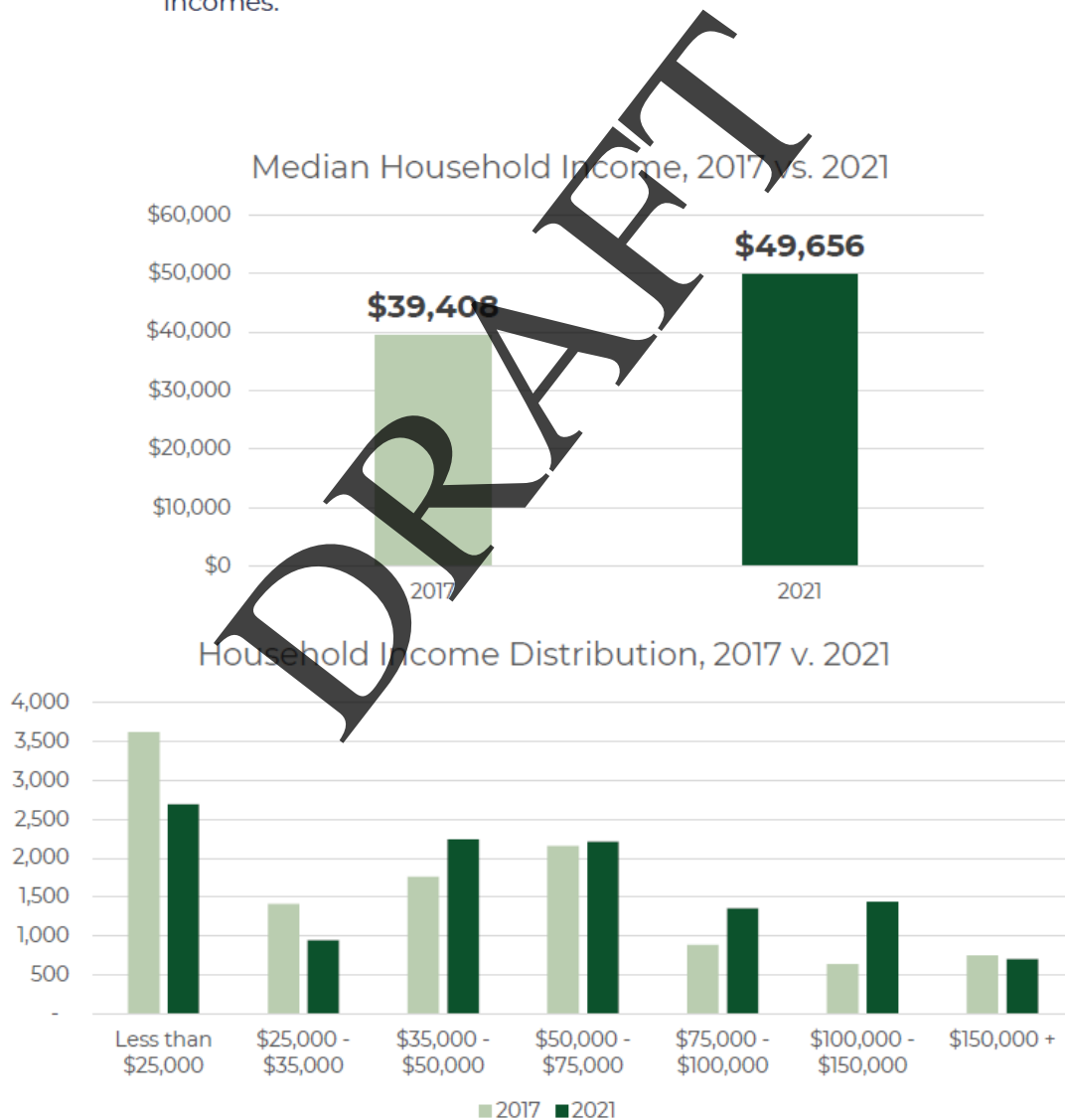
Data Source: U.S. Decennial Census, 2010, 2020, ACS 5-Year Estimates, 2017, 2021

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.



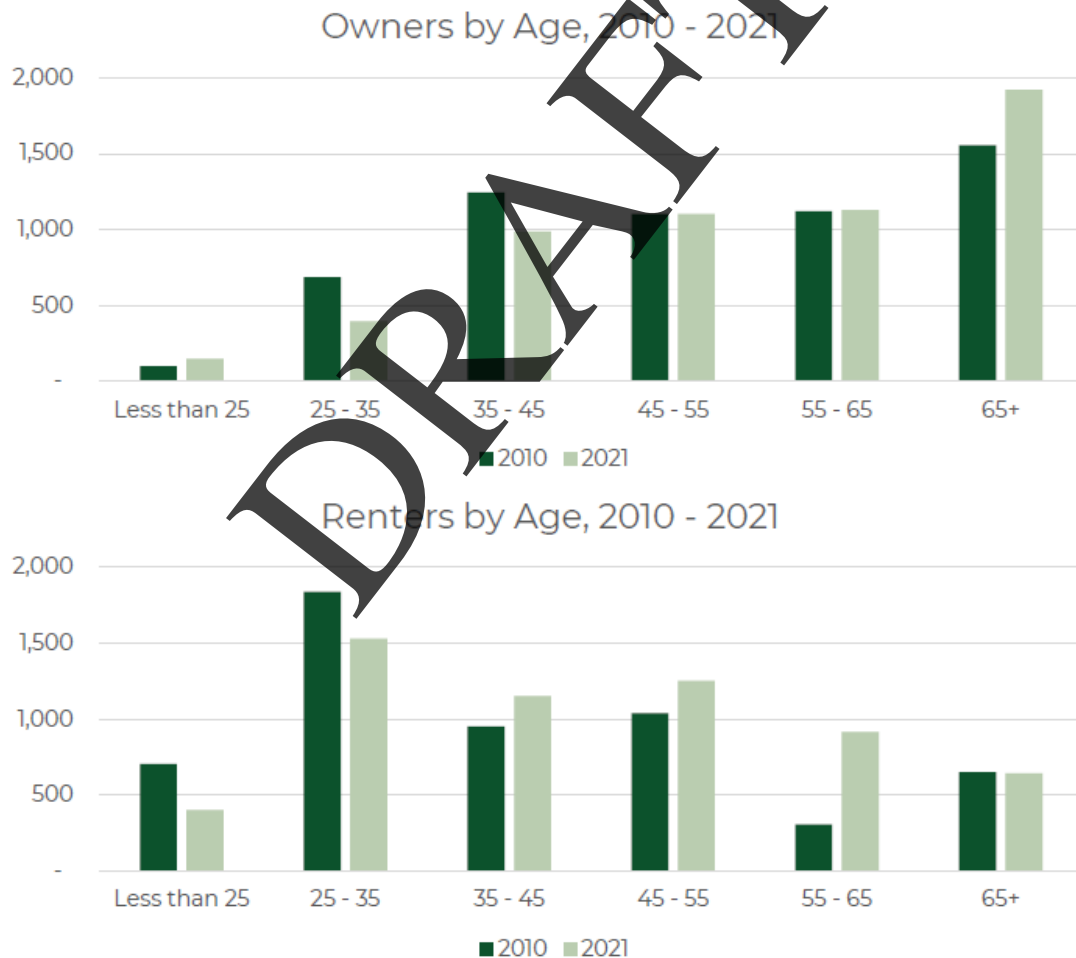
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

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.



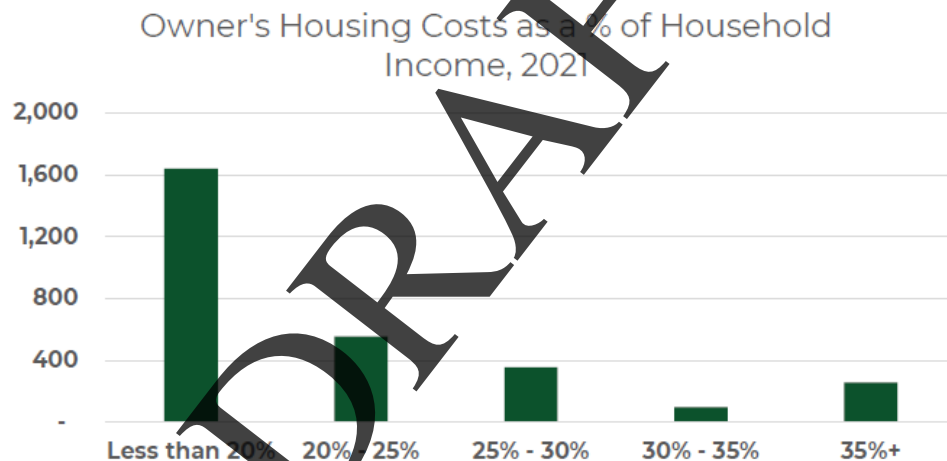
Data Source: U.S. Census ACS 5-Year Estimates, 2010, 2021

Demographic Analysis

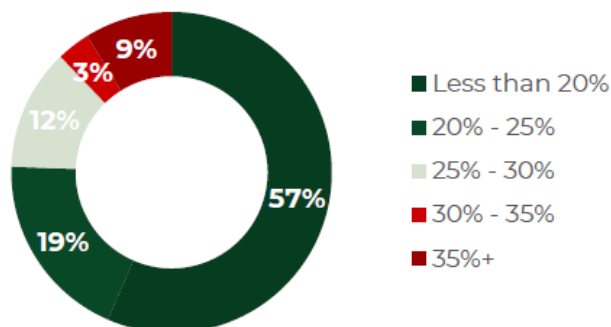
Cost-Burdened Homeowners

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 homeowners (with a mortgage) in Dalton are well below the cost-burden threshold. More than half of homeowners 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



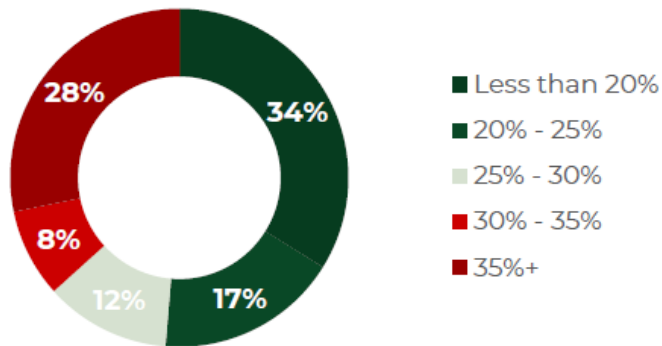
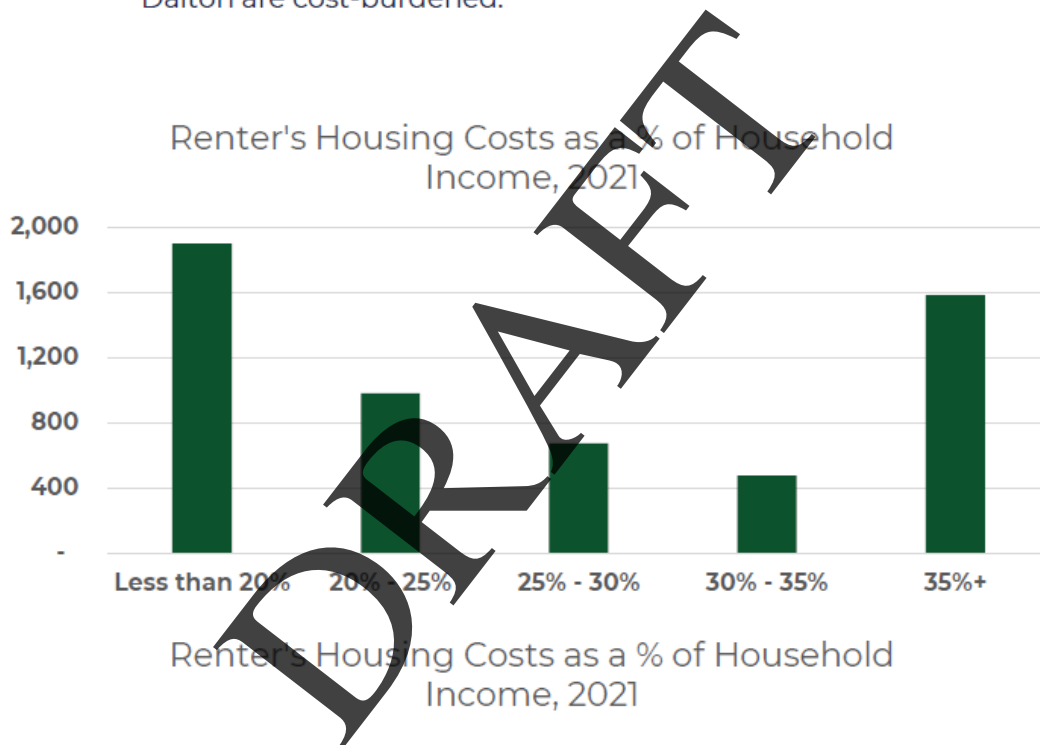
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

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.



Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

Demographic Analysis

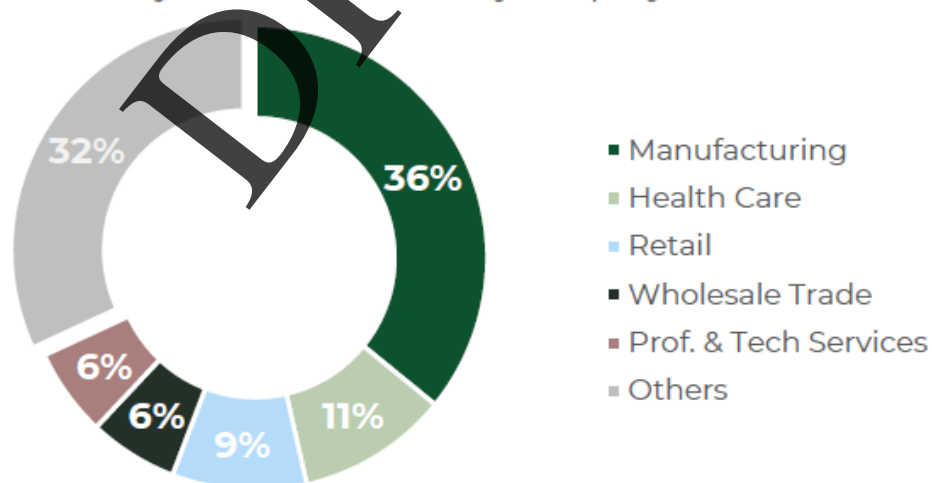
Employment, Wages, & Housing Cost

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

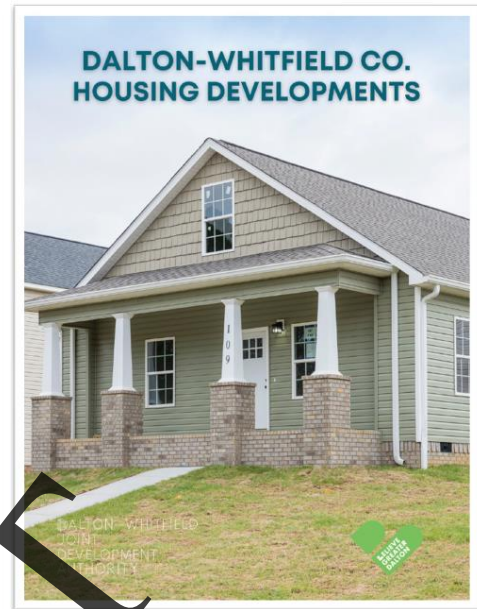
Top 5 Countywide Industries by Employee Count



Housing Supply Analysis

Recent Development Analysis

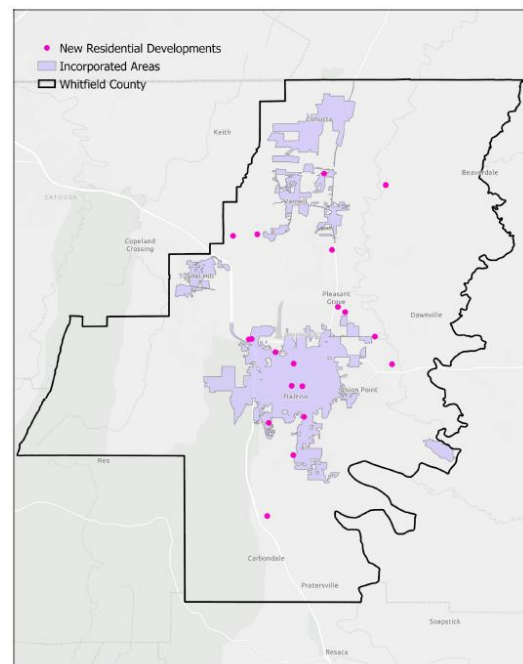
- We analyzed the recent developments using the work from the Dalton-Whitfield Joint Development Authority that compiled new housing permits from 2018 to 2021.
- Several trends emerged based on:
 - Location
 - Total permitting numbers
 - Housing Types
 - For Sale vs. Rental
 - Price Points



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.

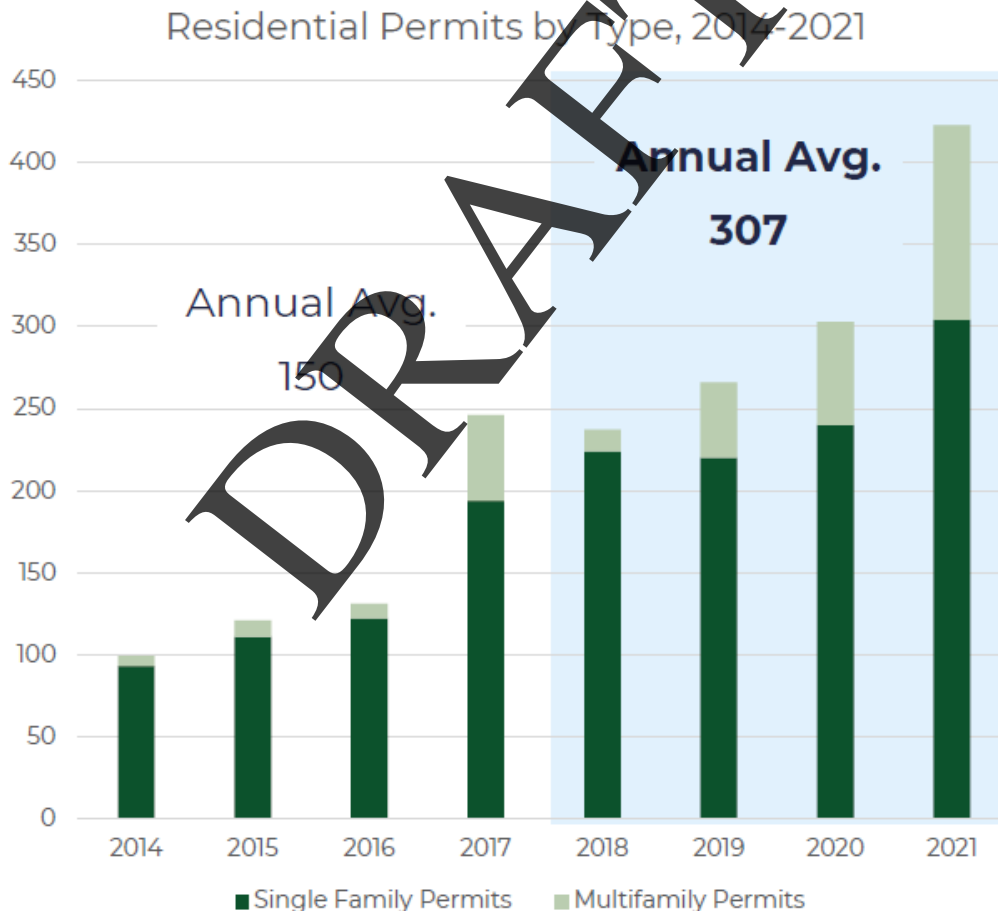


Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

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.

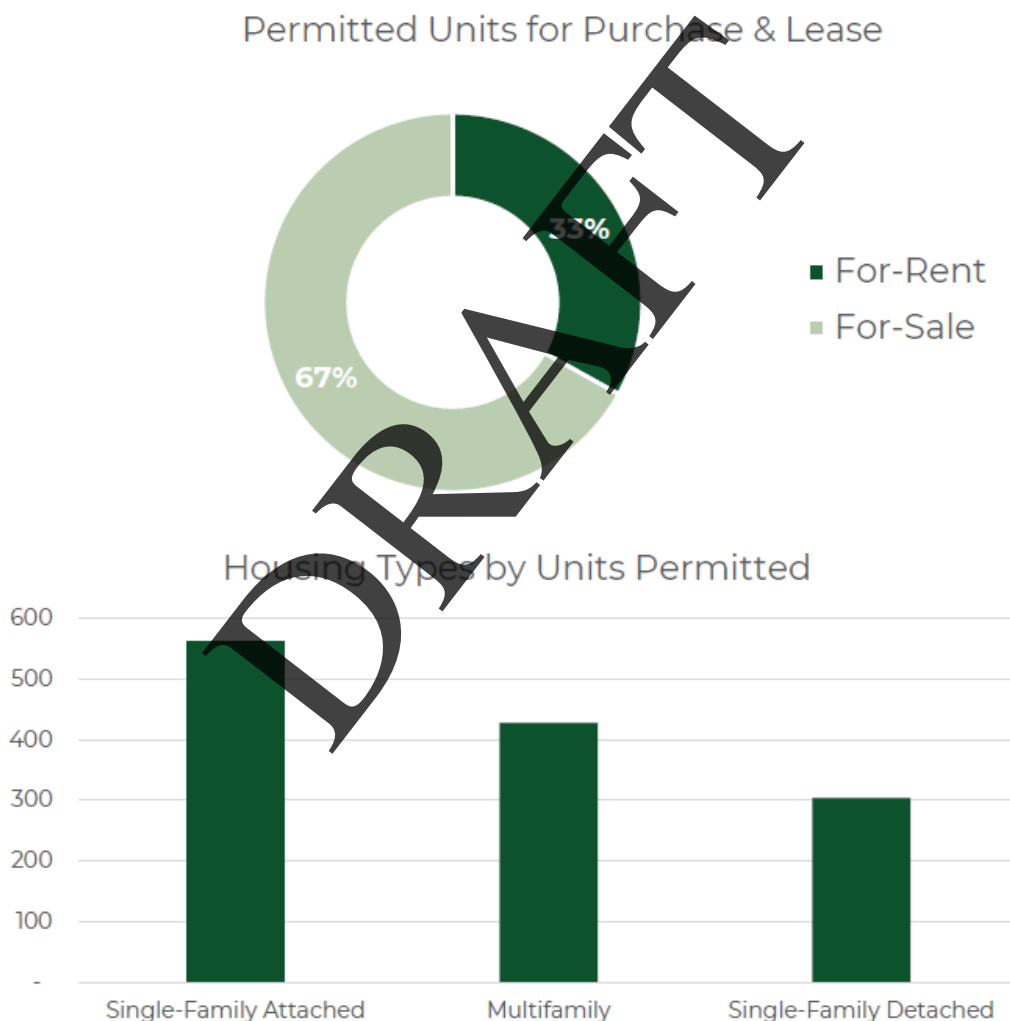


Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

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.



Data Source: Dalton-Whitfield Joint Development Authority, Believe Greater Dalton, Whitfield County Chamber of Commerce

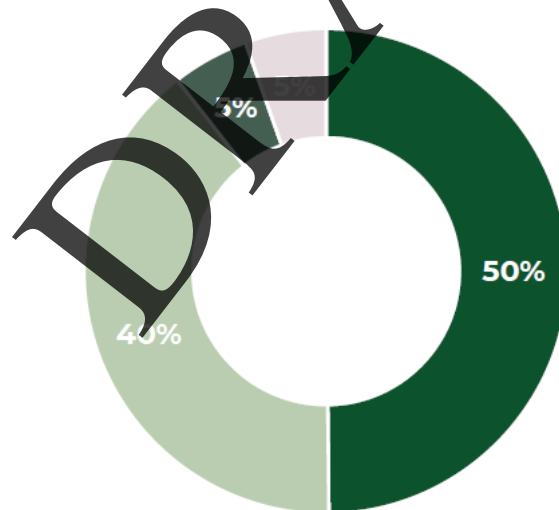
Housing Supply Analysis

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



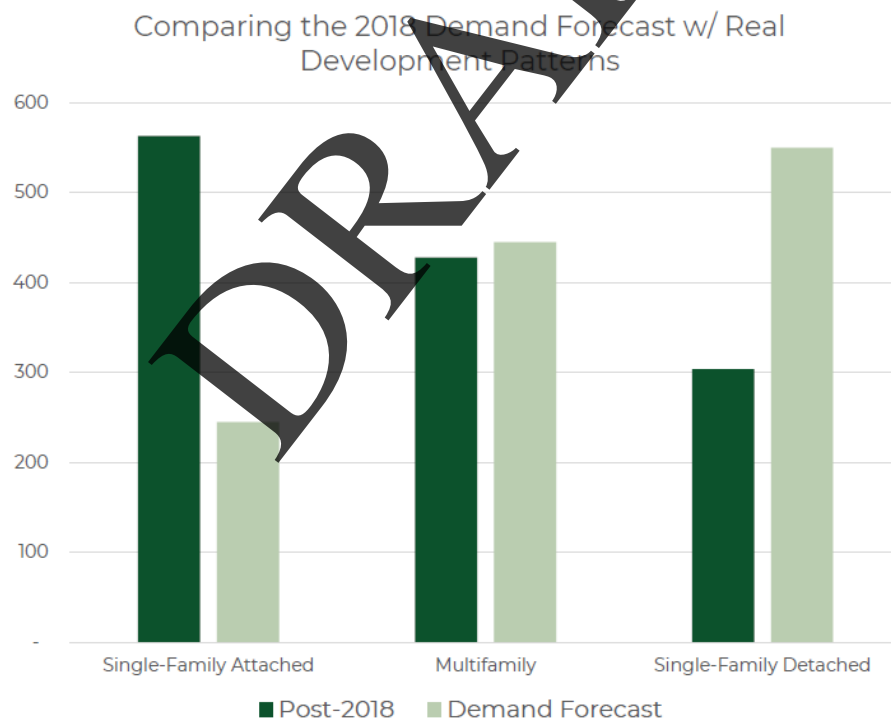
- \$50k - \$75k
- \$75k - \$100,000
- \$100k - \$150k
- \$150k +

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

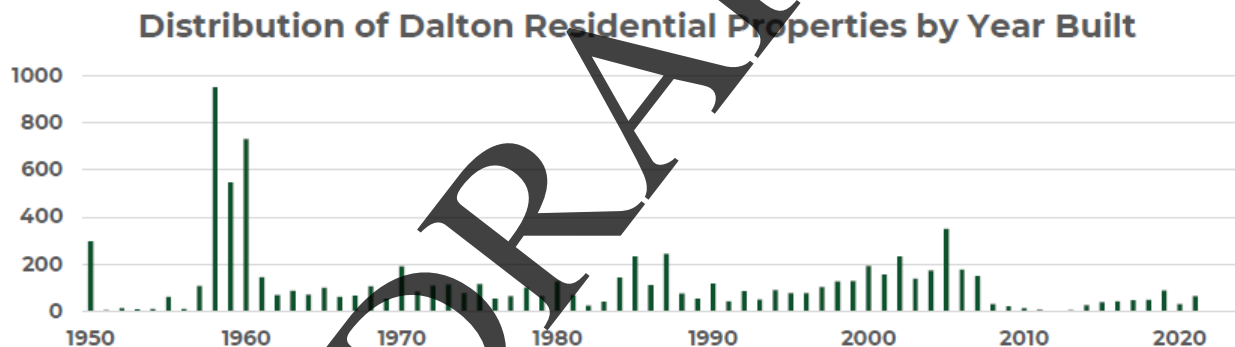
Historical Development Patterns

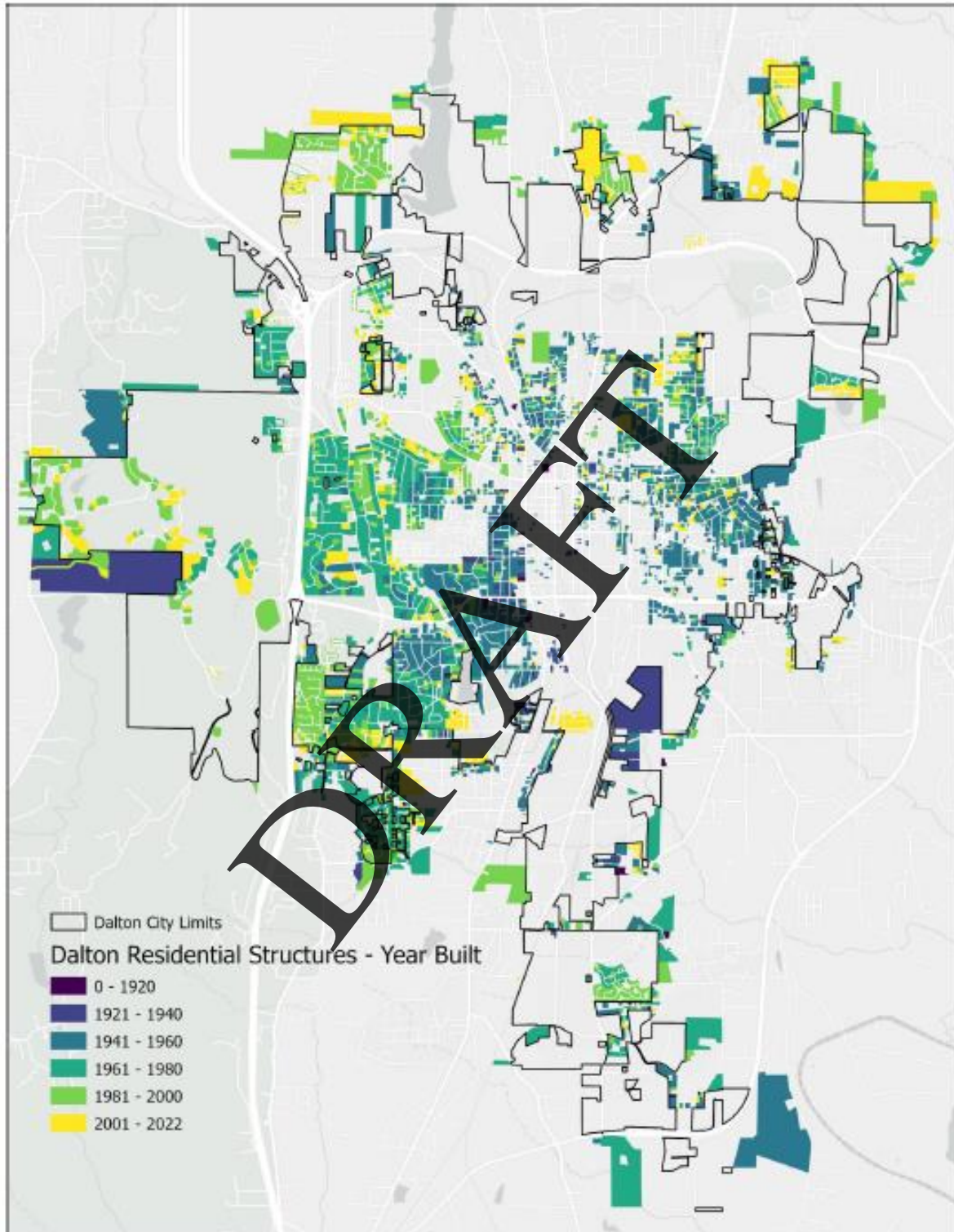
Residential development in the city of Dalton has occurred radially outwards from the downtown area, with the oldest buildings in the city located in downtown Dalton and progressively newer bands of development surrounding the downtown area.

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

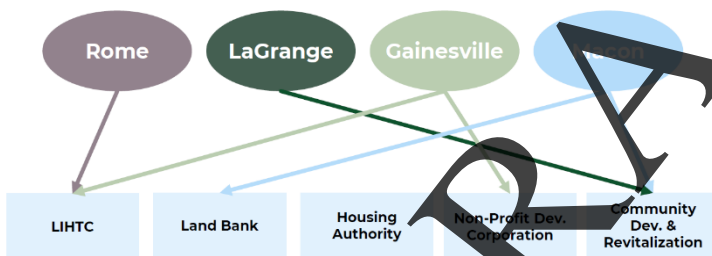
Comparative Cities Assessment

Population and Housing Units

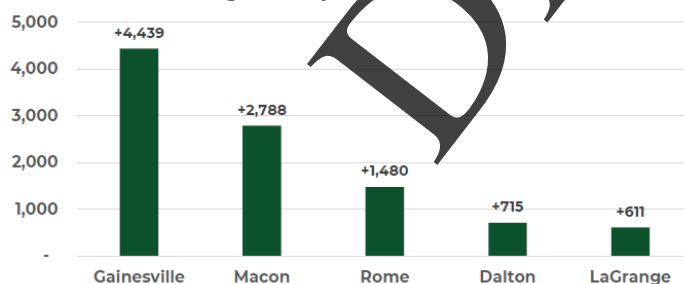
The population of every city in this analysis has increased over the past five years. The city that gained the most new residents was the city of Gainesville, adding nearly 4,500 new residents. Macon and Rome also added on average between 300 and 600 new residents annually between 2017 and 2021. While 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.

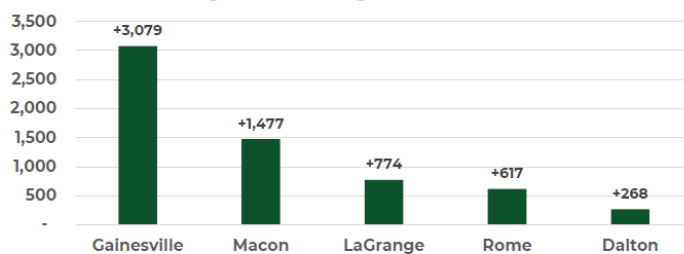
While Dalton's housing unit growth may seem to lag behind the other cities in this comparison, it is important to recognize that Dalton has seen significant growth in housing units just beyond its city limits, which if incorporated into this comparison might place Dalton closer to the third highest producer of housing units among the selected communities.



Change in Population, 2017-2021



Change in Housing Units, 2017-2021



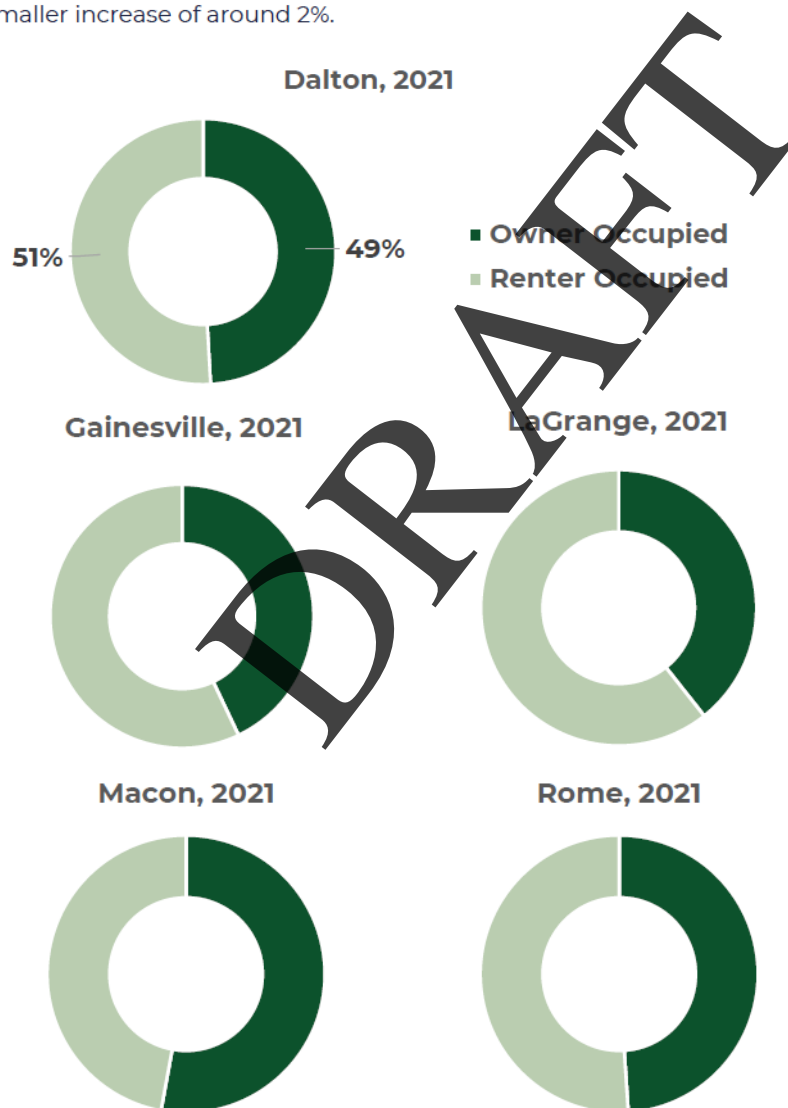
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

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%.



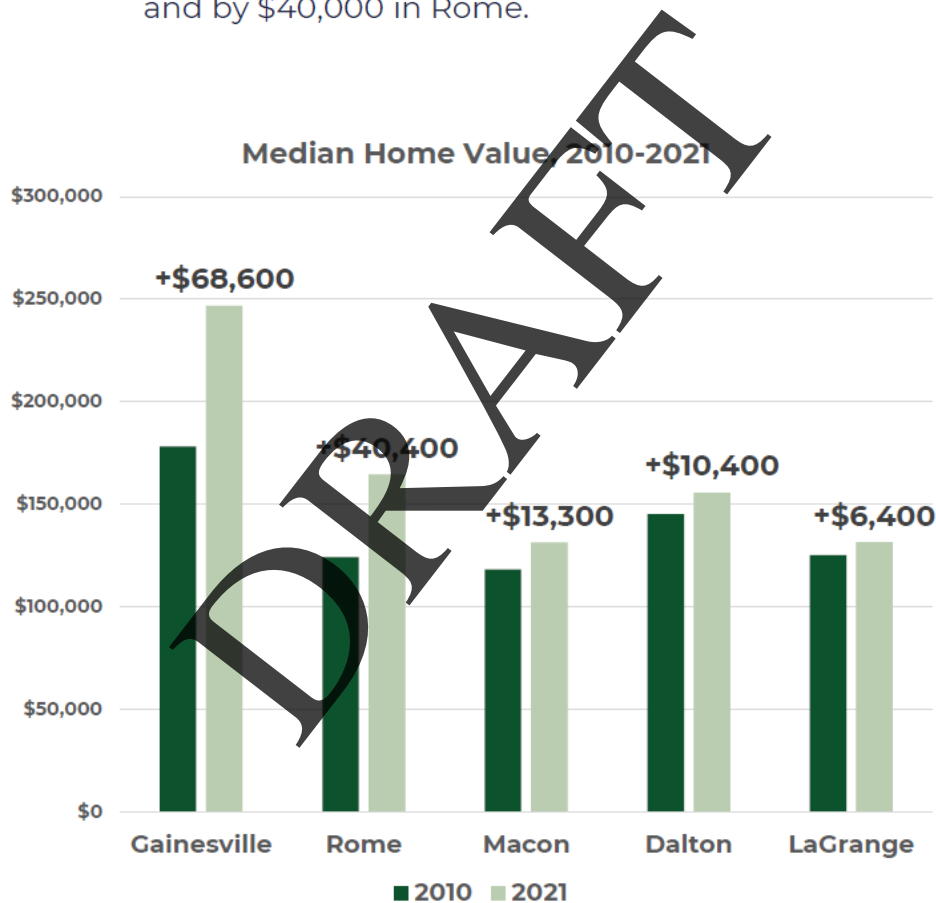
Data Source: U.S. Census ACS 5-Year Estimates 2021

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.



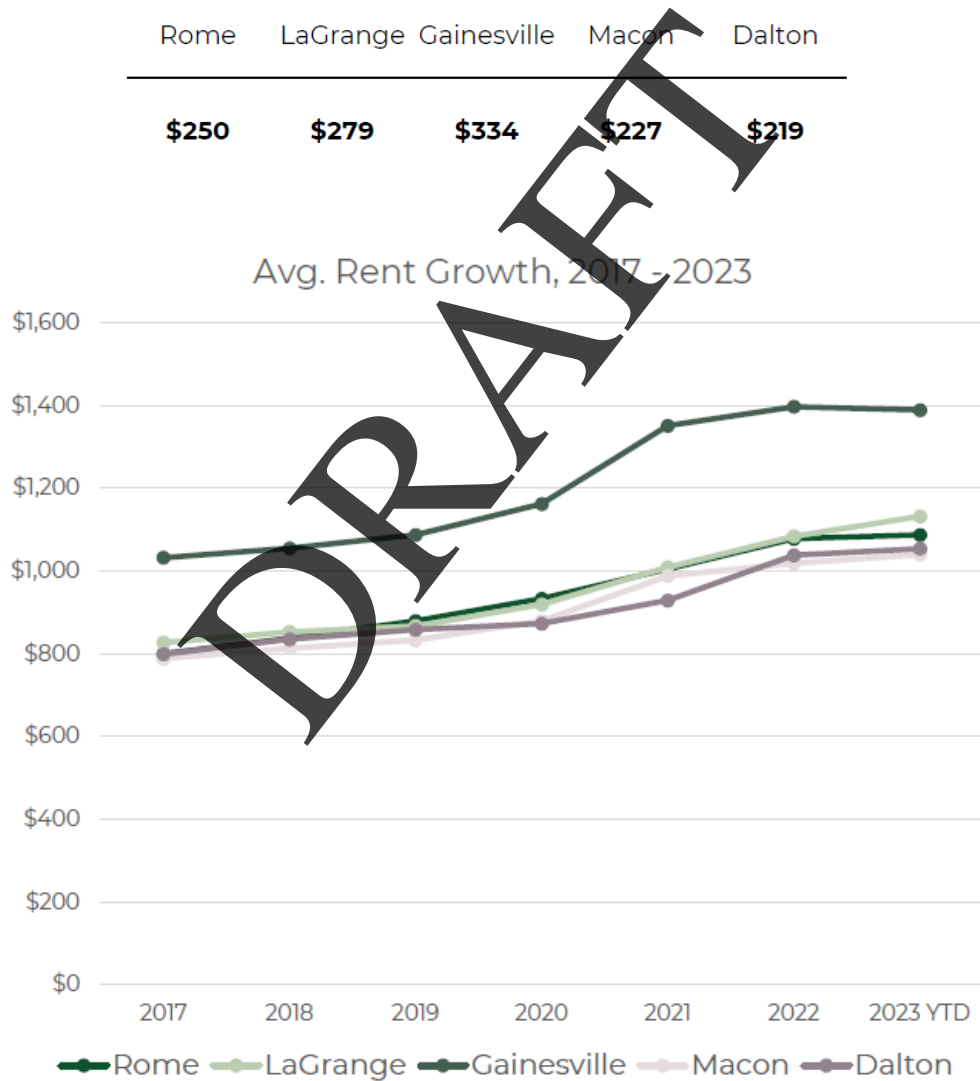
Data Source: U.S. Census ACS 5-Year Estimates, 2017, 2021

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.



Data Source: CoStar

TRANSPORTATION

Presenting a comprehensive transportation narrative for Whitfield County including needs, opportunities, goals and policies



DRAFT

POLICY STATEMENTS

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, 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 (home-ownership).
- 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.

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 set-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.

Whitfield County Joint Comprehensive Plan 2024-2028

- 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.
- 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

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; Projected Completion 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; Projected Completion Date	Postponed	Dropped	
Underwood Road, N. Dalton Bypass to Dawnvile Road reconstruction	2023			2025		Other projects took priority
NATURAL AND CULTURAL RESOURCES						
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 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
COMMUNITY FACILITIES AND SERVICES						
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; Projected Completion 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
Add infrastructure Edwards Park	2020-2023	X				

INTERGOVERNMENTAL COORDINATION

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
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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; Projected Completion Date	Postponed	Dropped	
Gain at least one more municipality in the Unified Zoning Ordinance	2023				X	Not a priority at this time

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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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
ECONOMIC DEVELOPMENT									
	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
	Participate in the Broadband Ready Community Program, with its adopted ordinance		X				\$1,000	General Fund	Community Development
	Purchase 50-100 acres of property for future industrial development	X	X	X	X	X	\$1,000,000	JDA Funds	JDA
HOUSING									
	Expand sewer from Cleveland Highway to serve future housing development		X	X			\$1,000,000	CDS Grant Matching Funds	
P	TRANSPORTATION								
	Improvements to Old LaFayette Road along SR 201 to SR 3	X					\$3,200,000	LMIG	County Engineer, Public Works
	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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	South Dixie Highway, W. Industrial Blvd. and Foster Road intersection improvements		X				\$1,800,000	LMIG	County Engineer, Public Works
	Underwood Road, N. Dalton Bypass to Dawnville Road reconstruction		X				\$1,200,000	LMIG	County Engineer, Public Works
	Add an additional mowing crew with a new tractor and Mowing Max machine		X	X			\$450,000	SPLOST Additional Salaries	Public Works
	Houston Valley + Mt. Vernon intersection roundabout	X	X				\$1,000,000	SPLOST	Engineering Dept.
	Brine Spray equipment and batch facility	X	X				\$175,000	General Fund	Public Works
	Purchase three new transit busses			X	X		\$350,000	5307 Funds and 10% Match	Transit Dept.
	Construct additional buss 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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Praters Mill new restroom facility	X	X				\$80,000	BIL Grant Match	Parks & Rec
	Praters Mill walking track		X	X			\$50,000	BIL Grant Match	Parks & Rec
	80 additional parking spaces at Praters Mill		X	X			\$100,000	BIL Grant Match	Parks & Rec
	Tennis Ball and Pickle ball courts at Edwards Park	X	X				\$1,100,000	SPLOST	Parks & Rec
	LED light retrofit at Edwards Park for walking tracks and parking lot			X			\$1,000,000	SPLOST	Parks & Rec
	Westside Park soccer field and walking track	X					\$2,700,000	SPLOST	Parks & Rec
	Hiking trail at Rocky Face Ridge Battlefield Park and privy	X	X				\$100,000	LWCF + matching funds	Parks & Rec

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

WHITFIELD COUNTY

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Additional restroom facilities at Rocky Face Ridge Battlefield Park			X	X		\$200,000	SPLOST	Parks & Rec
	Purchase property and Construct Westside Community Center			X	X	X	\$6,000,000	SPLOST	Parks & Rec
COMMUNITY FACILITIES AND SERVICES									
	Fire Station Renovations	X	X				\$550,000	SPLOST	Fire Dept.
	Sewer expansion to fire stations			X	X		\$625,000	SPLOST	Fire Dept.
	Water tender for additional water to suppress electric vehicle fires			X			\$895,000	SPLOST, Fire Fund Grant	Fire Dept.
	Develop and launch an education program aimed at spay and neuter promotion to reduce animal shelter occupancy over time		X	X			\$10,000	Staff Time	Animal Shelter
	Redesign Senior Center parking lot to improve traffic flow	X	X	X			\$10,000	Staff Time Materials	Senior Center Maintenance Dept.
LAND USE									

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

WHITFIELD COUNTY

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Adopt new parking requirements in the Unified Zoning Ordinance	X	X				\$5,000	Staff Time Legal Fees	Planning and Zoning

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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.

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

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						

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	
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; Projected Completion Date	Postponed	Dropped	
Update the town of Cohutta website with links to: 1. Annual recreation and entertainment events in town. 2. Marketing the community to professional offices and other service businesses. 3. Whitfield County Transit for public transportation. 4. Marketing of the Community Center for use. 5. Orientation information for newcomers. 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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
ECONOMIC DEVELOPMENT									
	Bury aerial utility lines in the town center and complete streetscape			X	X		\$500,000	SPLOST ARC Grant	Mayor & Council
	Participate in the Broadband Ready Community Program, with its adopted ordinance	X	X				\$1,000	Staff Time & Legal Fees	Mayor & Council
	Create a master plan to improve and connect recreation assets to the town center		X	X			\$50,000	ARC Grant	Mayor & Council
	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 Funding	Dalton Utilities
NATURAL AND CULTURAL RESOURCES									
	Andrews Chapel stabilization	X	X	X			\$150,000	SPLOST Grants	Mayor & Council
	Prepare and install interpretive signage for existing historic structures (possibly link with trails and Scenic Byway).			X	X		\$5,000	General Fund	Mayor & Council
COMMUNITY FACILITIES AND SERVICES									

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

TOWN OF COHUTTA

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Tennis and pickle ball courts		X	X			\$80,000	LWCF Grant	Mayor & Council
	Upgrade Garbage Truck			X			\$250,000	SPLOST USDA Grant	Mayor & Council
	Repave walking track	X					\$50,000	General Fund	Whitfield Public Works
	Build or lease new police station	X					\$300,000	SPLOST USDA Grant/loan	Mayor & Council
	Waste containers for residents	X	X	X			\$50,000	General Fund	Mayor and Council
	Create a Cohutta welcome sign		X	X			\$25,000	SPLOST	Mayor and 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; Projected Completion 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; Projected Completion 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; Projected Completion 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; Projected Completion 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				
LAND USE						
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				

REPORT OF ACCOMPLISHMENTS, 2019-2023

CITY OF DALTON

WORK PROGRAM ACTIVITY	YEAR	STATUS				Explanation if postponed or dropped
		Complete	Underway; Projected Completion 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			
INTERGOVERNMENTAL COORDINATION						
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** Continue the Neighborhood Stabilization Program to redevelop remaining properties

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

CITY OF DALTON

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
ECONOMIC DEVELOPMENT									
	Creation of housing improvement districts to address blight and incentivize reinvestment		X				\$5,000	General Fund	Code Enforcement
	Downtown Railroad quiet zone		X	X			\$2,500,000	SPLOST Grant Funds	City Administrator
HOUSING									
	Update the City's Urban Revitalization Plan	X	X				\$5,000	Staff Time	NWGRC, Housing Authority, Planning and Zoning
TRANSPORTATION									
	Install curbing/gutter, sidewalks and drainage on North Thornton Avenue from Tyler Street north to Memorial Drive		X				\$250,000	SPLOST	Public Works
	Install mast arm signals and pedestrian signals/crosswalks on Thornton Avenue at Crawford, Cuyler, Morris & Emery Streets intersections		X				\$350,000	2019 SPLOST & General Fund	Public Works Street & Traffic Divisions

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

CITY OF DALTON

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	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 BIL Grant for Cuyler St.	Public Works Street Division
	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
	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
	Construct walking/bike path between Crown Mill Area and Haig Mill Park	X	X	X	X	X	\$4,500,000	SPLOST & Gen Fund, RTP	Mayor and Council
	Micro On-Demand Transit Study		X				\$20,000	Federal 5307 funds	MPO
	Construct new sidewalks along N. Thornton Ave. from Tyler St. to the hospital campus			X	X	X	\$4,000,000	SPLOST ARC	Public Works
	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 General Fund	Public Works

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

CITY OF DALTON

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	improvements, Broadview Terrence flood storage, and stream bank restoration								
NATURAL AND CULTURAL RESOURCES									
	West Hill Cemetery Master Plan		X				\$50,000	General Fund	City Administrator
	Parks and Rec Master Plan			X			\$130,000	ARC Grant, Matching Funds	Parks and Rec
	Launch Mental Health Program		X						Police Department
COMMUNITY FACILITIES AND SERVICES									
	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
	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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	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
	Construct new City Fire Station (move Station #2) Use existing Station #2 as part of the new public safety training center	X	X	X			\$5,500,000	General Fund Public Safety Grant	Fire Department
	Standard of Cover Fire Service	X					\$30,000	Fire Dept. Budget	Fire Department
	Heritage Point Park Improvements: Walking trails, shade structures, pedestrian bridges, lights and fencing		X	X			\$3,750,000	Federal Grant, SPLOST	Parks and Rec
	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
	New ADA accessible dog park near Broadus-Durkan Complex or Heritage Point Soccer Complex			X	X		\$300,000	SPLOST LWCF	Parks and Rec
	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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Annex properties necessary to place Haig Mill Lake Park within corporate limits of Dalton	X					\$5,000	Staff Time	Asst. City Administrator
	Develop an Urban PUD to create more opportunities for urban redevelopment	X					\$5,000	Staff Time Legal Fees	Planning & Zoning Department
	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 Legal Fees	Planning & Zoning Department
INTERGOVERNMENTAL COORDINATION									
	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 Housing Authority

City of Tunnel Hill

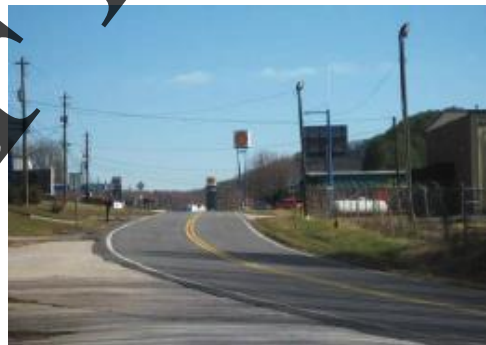
Vision Statement

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; Projected Completion 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; Projected Completion 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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
ECONOMIC DEVELOPMENT									
	Pass a Broadband Ordinance covering the process of providing broadband access to the citizens of Tunnel Hill	X					\$1,000	Staff time Legal Fees	City Manager NWGRC
	Participate in the Broadband Ready Community Program, with its adopted ordinance		X				\$1,000	Staff time Legal Fees	City Manager NWGRC
TRANSPORTATION									
	Varnell Road sidewalks from Spring Hill Drive to Main Street.	X	X				\$50,000	SPLOST General Fund	City Manager
	Sidewalks from Cherry Street to School Street				X	X	\$75,000	SPLOST General Fund	City Manager
	Sidewalks connecting Tunnel Hill Depot to Main St.			X	X		\$30,000	SPLOST General Fund	City Manager
	Sidewalks connecting School Street to 41 Highway				X	X	\$50,000	SPLOST General Fund	City Manager
COMMUNITY FACILITIES AND SERVICES									

Whitfield County Joint Comprehensive Plan 2024-2028

COMMUNITY WORK PROGRAM, 2024-2028

CITY OF TUNNEL HILL

Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Tennis and Pickleball court rehabilitation and redesign			X	X		\$75,000	LWCF Matching Funds	City Manager
	City Park fencing		X	X			\$25,000	LWCF Matching Funds	City Manager
	Sewer expansion to Regal Drive	X	X				\$100,000	SPLOST Grant Funds	City Manager
	Sewer Expansion to Mt. View Drive		X	X			\$750,000	SPLOST Grant Funds	City Manager
	Sewer Expansion to Bonifacious Road				X	X	\$1,000,000	SPLOST Grant Funds	City Manager
	Sewer expansion to Old Lake Road			X	X		\$400,000	SPLOST Grant Funds	City Manager
LAND USE									
	Digitize the City Zoning Map	X					\$50	General Funds	NWGRC 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; Projected Completion 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
LAND USE						
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		
INTERGOVERNMENTAL COORDINATION						
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/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
ECONOMIC DEVELOPMENT									
	Adopt the Broadband Ready Community Program ordinance	X					\$1,000	Legal Fees and staff time	City Manager
COMMUNITY FACILITIES AND SERVICES									
	Varnell Park	X	X	X	X	X	\$1,500,000	SPLOST Grants	City Manager
	New maintenance and police operations building			X	X		\$600,000	SPLOST	Public Works
	New Garbage Truck					X	\$450,000	General Fund	City Manager
	Add two police cars to account for city growth				X	X	\$130,000	General Fund	Police Dept.
	Marla Drive sewer expansion		X	X			\$300,000	SPLOST Grant	City Manager
	Playground equipment expansion at City Hall Park	X	X	X			\$50,000	SPLOST	City Manager

Whitfield County Joint Comprehensive Plan 2024-2028

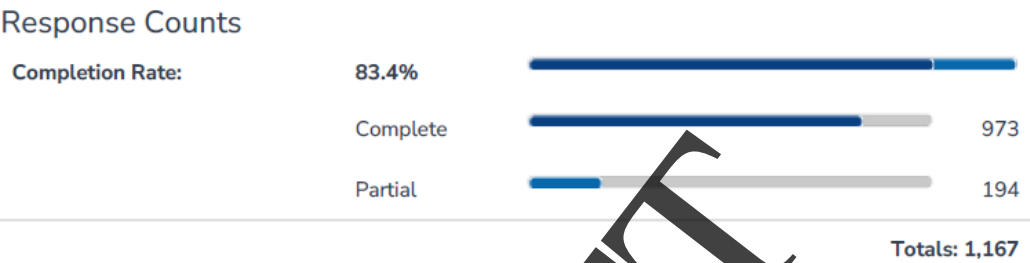
COMMUNITY WORK PROGRAM, 2024-2028

CITY OF VARNELL

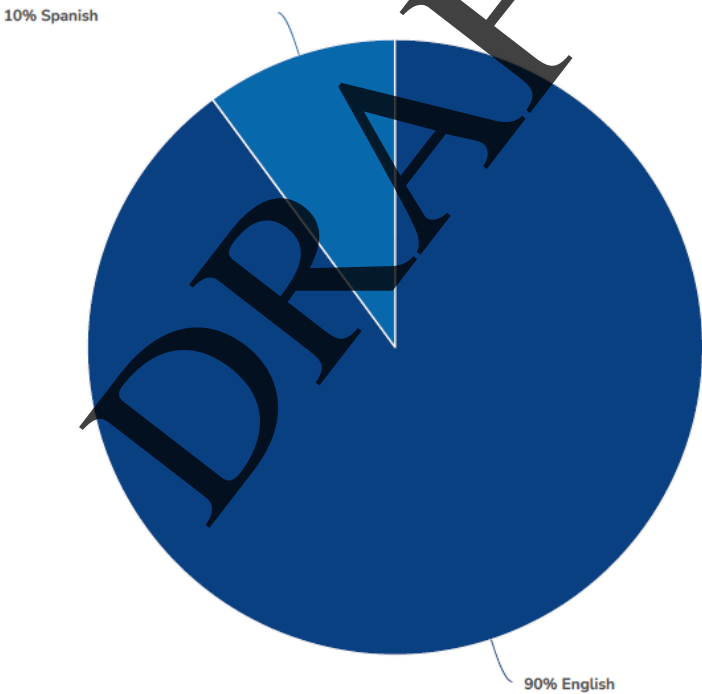
Need/ Opportunity Code:	Activity Description	2024	2025	2026	2027	2028	Cost Estimate	Funding Source	Responsible Party
	Add dog park	X	X				\$20,000	LWCF SPLOST	City Manager
	Renovate ball field area	X	X	X			\$250,000	SPLOST LWCF	City Manager
	Improve playground equipment at peacock alley	X	X				\$100,000	SPLOST LWCF	City Manager
	Add sidewalks to springs area to connect the Main Street picnic shelter to the road behind the community center		X	X			\$30,000	SPLOST RTP	City Manager
	Land acquisition of two remaining lots adjacent to existing city property on main street for future expansion			X			\$250,000	SPLOST	City Manager
	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
	Purchase 5 police cars+equipment	X					\$60,000	SPLOST General Fund	Police Dept.

APPENDIX A: COMMUNITY VISION SURVEY

Report for Whitfield County Community Vision Survey



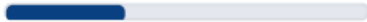
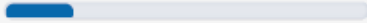
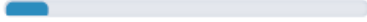
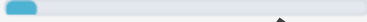
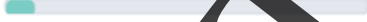
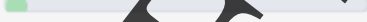
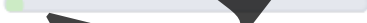
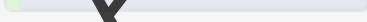
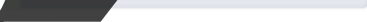
1. Which language?




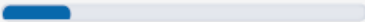
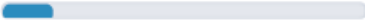
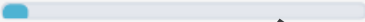
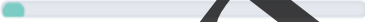
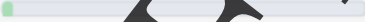
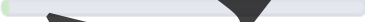
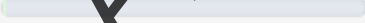
Value	Percent	Responses
English	89.9%	1,043
Spanish	10.1%	117
Totals: 1,160		

Whitfield County Joint Comprehensive Plan 2024-2028

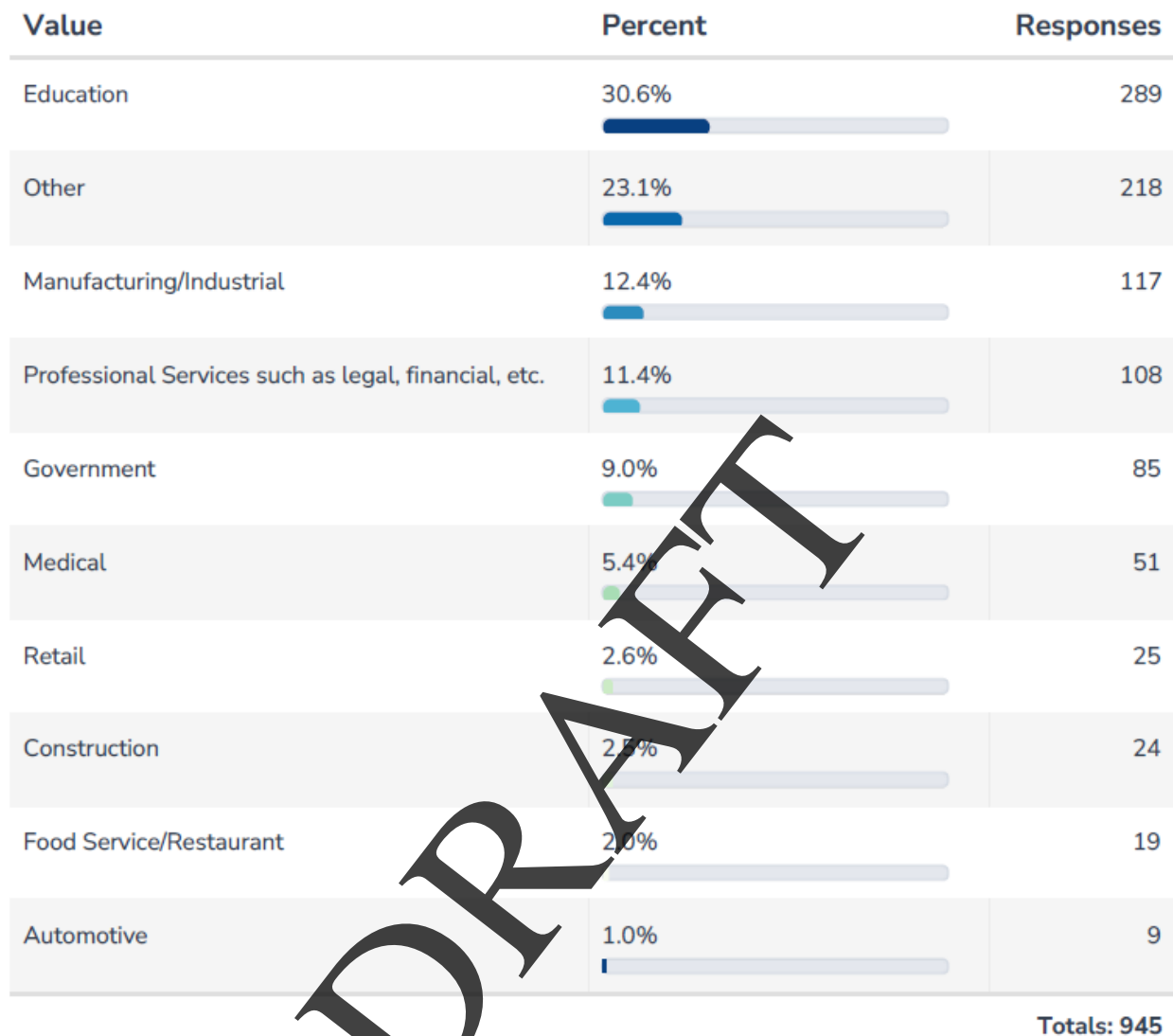
2. Which community best describes where you live? (Check only one)

Value	Percent	Responses
City of Dalton	33.1% 	320
North Whitfield County	19.2% 	186
South Whitfield County	11.5% 	111
Another county; List Other County	9.4% 	91
West Whitfield County	8.1% 	78
City of Varnell	6.2% 	60
City of Tunnel Hill	5.3% 	51
Town of Cohutta	3.8% 	37
East Whitfield County	3.5% 	34
		Totals: 968

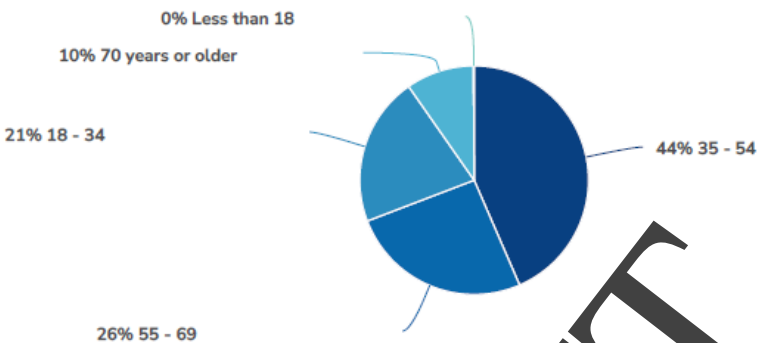
3. In what community do you work? (Check only one)

Value	Percent	Responses
City of Dalton	48.1% 	464
Unincorporated Whitfield County	19.1% 	184
Retired or otherwise not working	13.7% 	132
Work from home	6.6% 	64
Another county; List other county	5.8% 	56
City of Varnell	3.4% 	33
City of Tunnel Hill	1.9% 	18
Town of Cohutta	1.3% 	13
		Totals: 964

4. What best describes your employment?

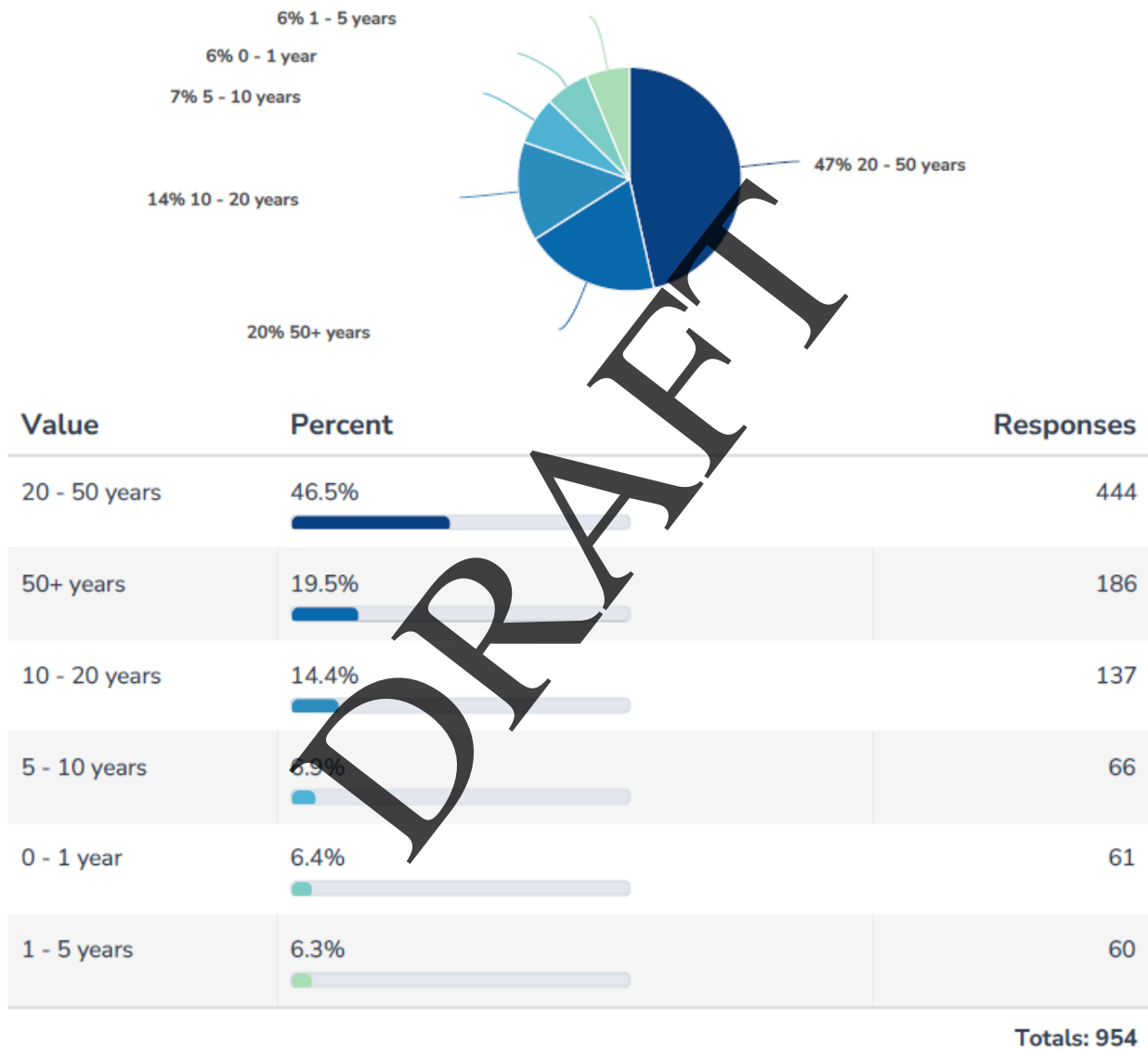


5. What is your age? (Check only one)



Value	Percent	Responses
35 - 54	43.5%	420
55 - 69	25.7%	248
18 - 34	21.1%	204
70 years or older	9.6%	93
Less than 18	0.1%	1
		Totals: 966

6. How long have you lived in Whitfield County? (Check only one)



7. What do you like about Whitfield County (including the cities)? (Check all that apply)

Value	Percent	Responses
Small town atmosphere	64.2%	614
Local businesses and restaurants	59.4%	568
Scenic views and natural wildlife assets	51.4%	491
Friendly and helpful neighbors	48.2%	461
Public schools and libraries	46.0%	440
Good EMS, fire and police protection	43.2%	413
Outdoor activities (fishing, hiking, paddling, etc.)	42.9%	410
Access to hospital facilities	35.9%	343
Cultural diversity	35.1%	336
Accessible public buildings and parks	32.6%	312
Many neighborhood churches	30.4%	291
Lots of active recreation (sports-related)	28.8%	275
Educational opportunities (post high school)	28.7%	274
Career opportunities	20.5%	196
Philanthropy	16.8%	161
Variety of housing choices	8.9%	85

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%	412
Not enough housing options	37.9%	361
Lack of entertainment for all ages	37.3%	355
Not enough major retail stores	35.3%	336
Limited public transportation	32.0%	305
Young professionals leaving	30.8%	294
Lack of sidewalks/bike lanes	29.1%	277
Lack of job diversity	25.8%	246
Poor access to high-speed internet broadband	25.8%	246
Not enough good jobs	23.9%	228
Not enough local stores and restaurants	23.7%	226
Too much litter	23.5%	224
Loss of scenic views and natural areas to growth	23.3%	222
Lack of growth	22.6%	215
Concerns over local schools	20.6%	196
Lack of public sewer	19.8%	189
Too much development	18.4%	175
Lack of diversity in community involvement	16.6%	158
Too much traffic	16.5%	157
Inadequate public services	10.4%	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	21.0%	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

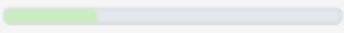

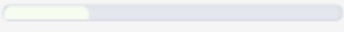
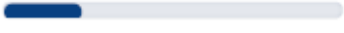

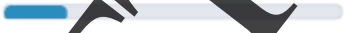
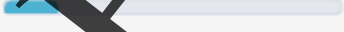
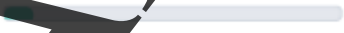
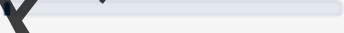
10. What type of housing are you interested in seeing developed in your community? (Check all that apply)

Value	Percent	Responses
Workforce/affordable housing	53.4%	505
More housing catering to the needs of retirees and /or seniors	38.4%	363
Owner-occupied homes with large lots	36.2%	342
More rental housing options	24.6%	233
Townhouses/Condos	23.8%	225
Assisted living/long-term care facilities	21.9%	199
High-end housing developments	16.1%	152
Large planned subdivisions	15.8%	149
More apartments	14.2%	134
None	13.2%	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%	478
Removal of blighted buildings for new development	49.5%	472
Invest in beautifying highways such as Walnut Avenue, Glenwood Avenue, and Cleveland Highway	46.6%	444
Invest into the downtowns to preserve historic landmarks, improve walkability, increase parking, etc.	44.7%	426
Projects aimed at improving education	43.2%	412
Protect more scenic open spaces and woodlands	42.9%	409
Increase and improve public water and sewer infrastructure	42.0%	400
Improve high speed internet broadband access throughout county	39.8%	379
Preserve more farms & agricultural land	39.6%	377
Better access to behavioral health treatment	39.5%	376
Recruit more local businesses	39.2%	374
Improvements in public parks such as: parking, trails, signs, and other amenities	35.6%	339
More sidewalks and bike lanes	34.3%	327
Increase outdoor recreation	32.9%	314
Recruit more commercial retail and dining businesses	30.7%	293

Whitfield County Joint Comprehensive Plan 2024-2028

Value	Percent	Responses
Invest in and improve public safety	28.1% 	268
Enhanced public transportation program	27.8% 	265
Incentives for new housing development	24.7% 	235
Increase number of free public Wifi locations	23.4% 	223
More strict land use ordinances to control future growth	22.6% 	215
Increase efforts to promote tourism	19.0% 	181
Recruit more industrial and manufacturing companies	16.4% 	156
More community owned industrial parks	8.9% 	85
None of the above	1.8% 	17

12. In your opinion, what is the most significant issue to Whitfield County and its four municipalities? (Check only one)

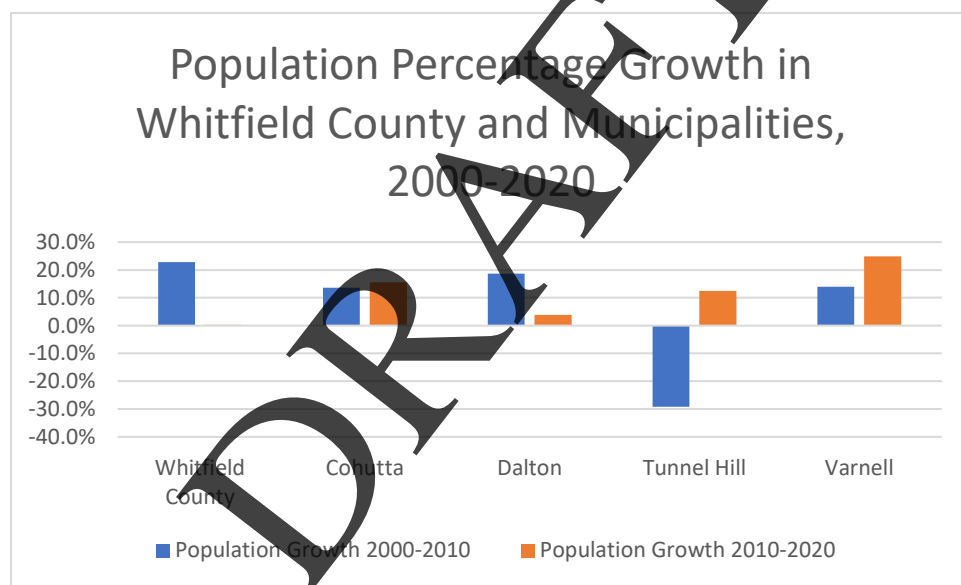
Value	Percent	Responses
Not enough housing options	13.0%	122
Not enough good jobs	11.0%	103
Young professionals leaving	9.2%	86
Blight and unkept properties	8.9%	83
Lack of growth	7.5%	70
Too much development	7.5%	70
Lack of job diversity	5.4%	51
Lack of entertainment for all ages	4.3%	40
Concerns over 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

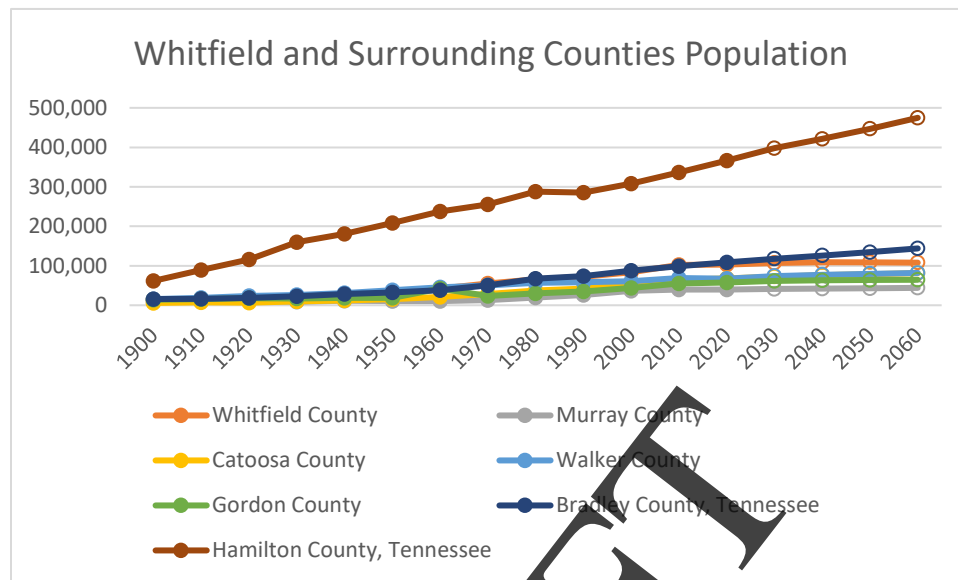
Population

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.



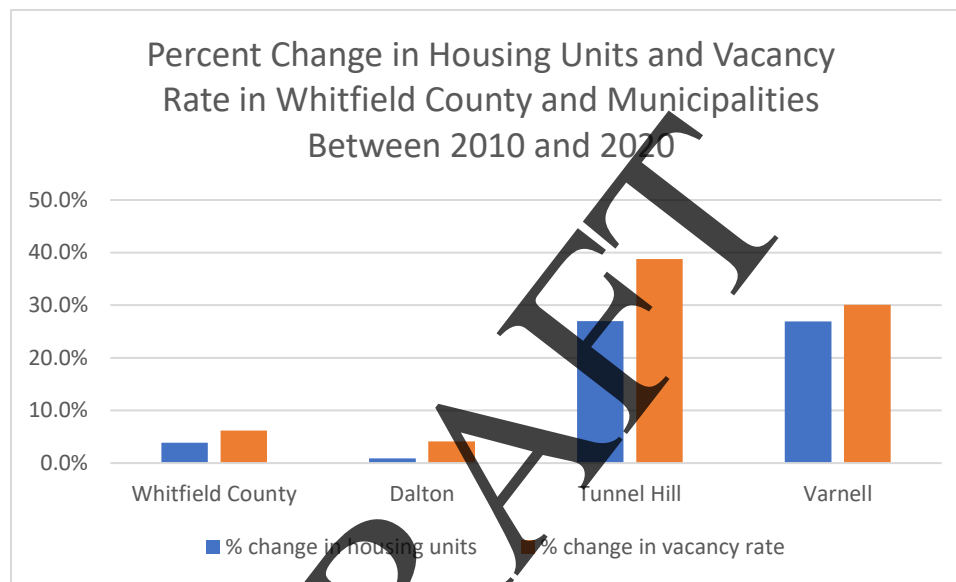
Population of Whitfield and adjacent Counties from the US Census 1900 Decennial count through 2020, followed by population projections from the Georgia Governor's Office of Planning and Budget, 2021 projections and population projections from the University of Tennessee Knoxville, 2022 projections. Source: 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.

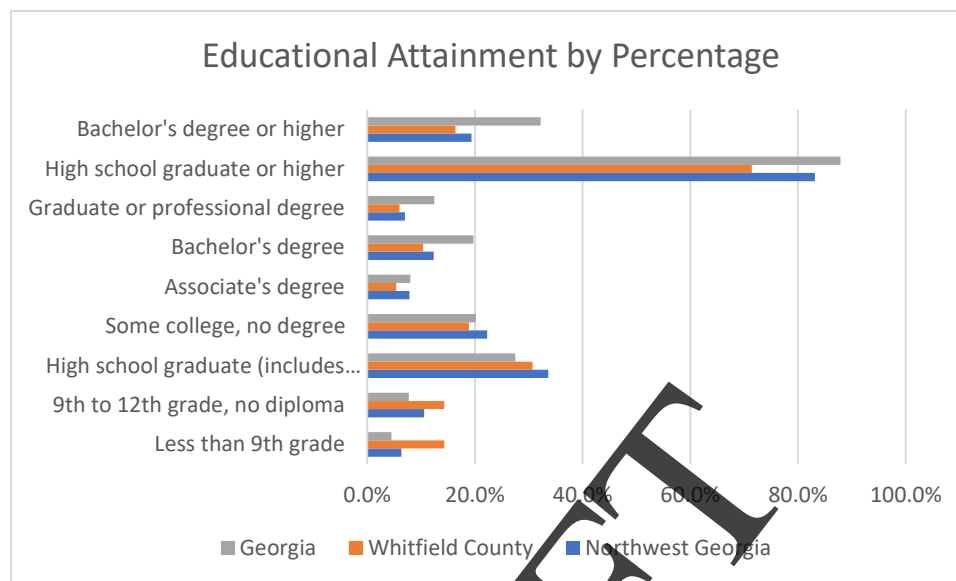
The vacancy rate in Whitfield County is 9.5%. Dalton is the only municipality that has a higher vacancy rate at 11.1%. Tunnel Hill has the lowest vacancy rate at 1.0%.



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.

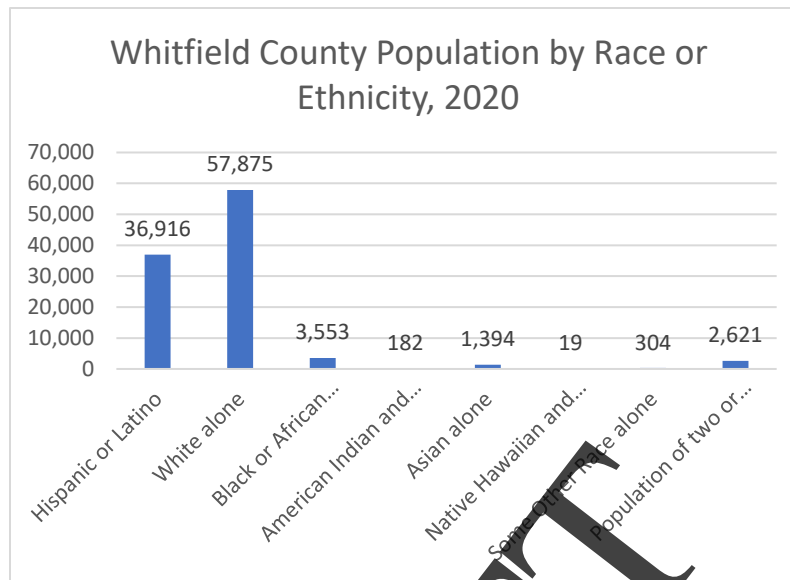
Education



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/>

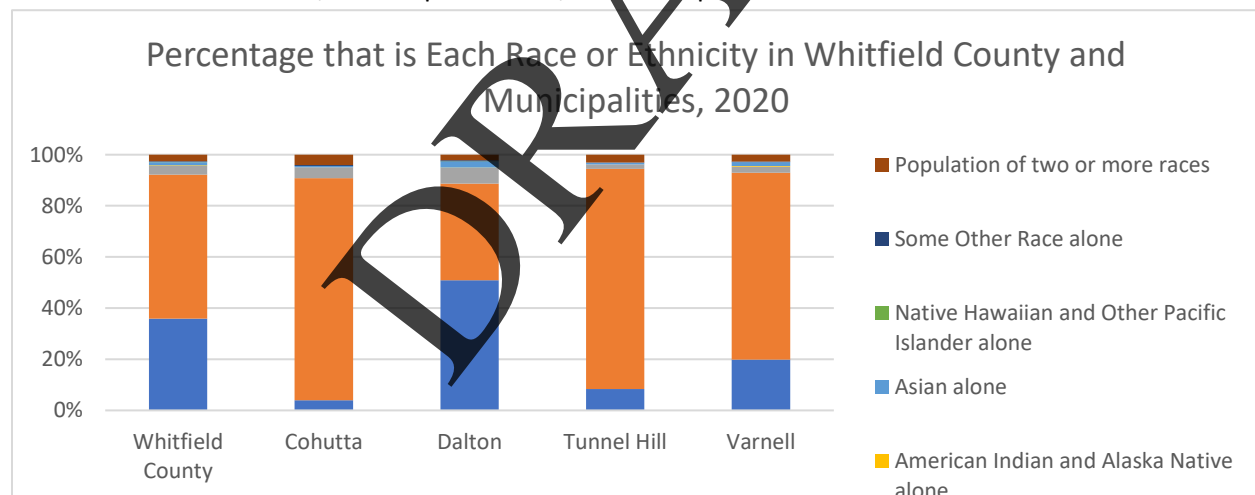
Educational attainment is important for each community of the Northwest Georgia region, as it provides for greater employment opportunities, attracts businesses, and increases the overall contentment of residents. Whitfield County has significantly lower levels of education than both the region and the state, having more people with less than 9th grade education or between 9th and 12th 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>

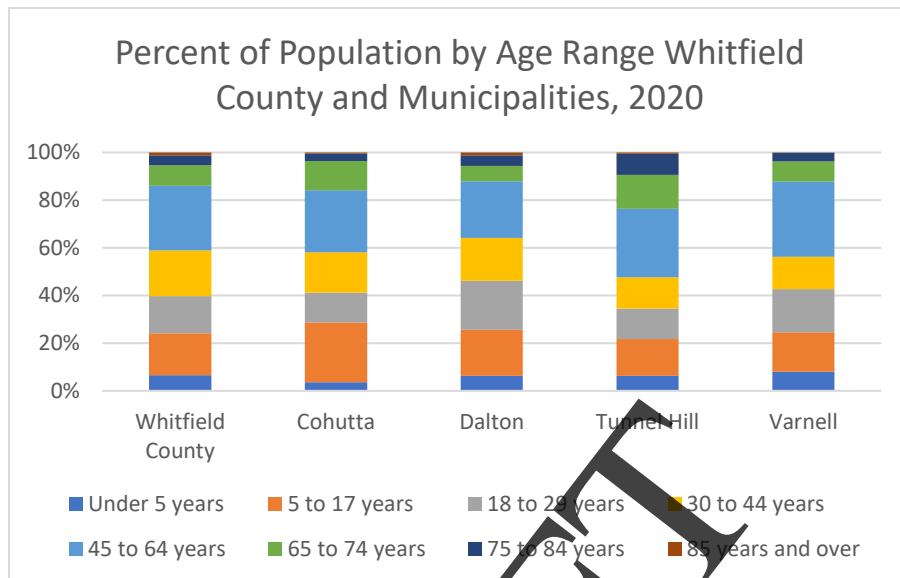
A small majority of the people in Whitfield County are non-Hispanic White. Hispanic or Latino people make up most of the rest of the residents of the county. Smaller portions of the county are non-Hispanic Black or African American, non-Hispanic Asian, or non-Hispanic and of two or more races.



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>

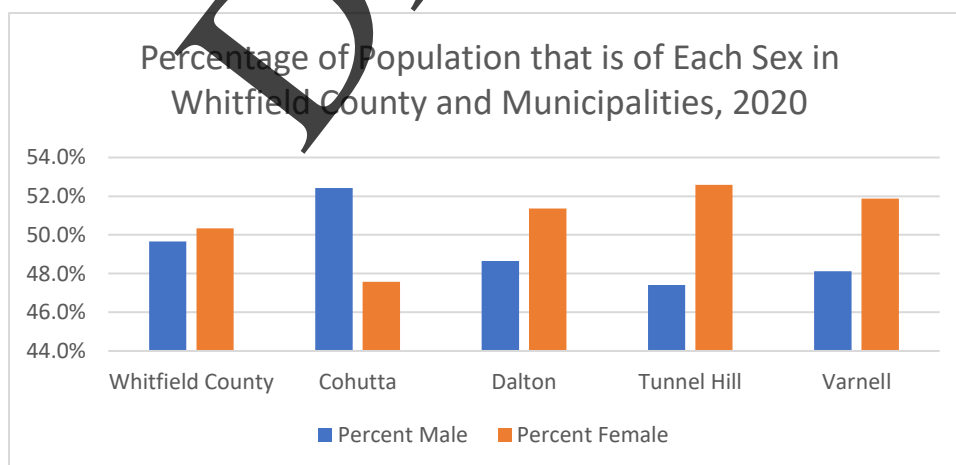
Just like with the county, three of Whitfield County's four municipalities have majority non-Hispanic White populations. Cohutta, Tunnel Hill, and Varnell have more than 70% non-Hispanic White populations, even more than the 56.3% figure for the county. As a result, their Hispanic populations are significantly 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>

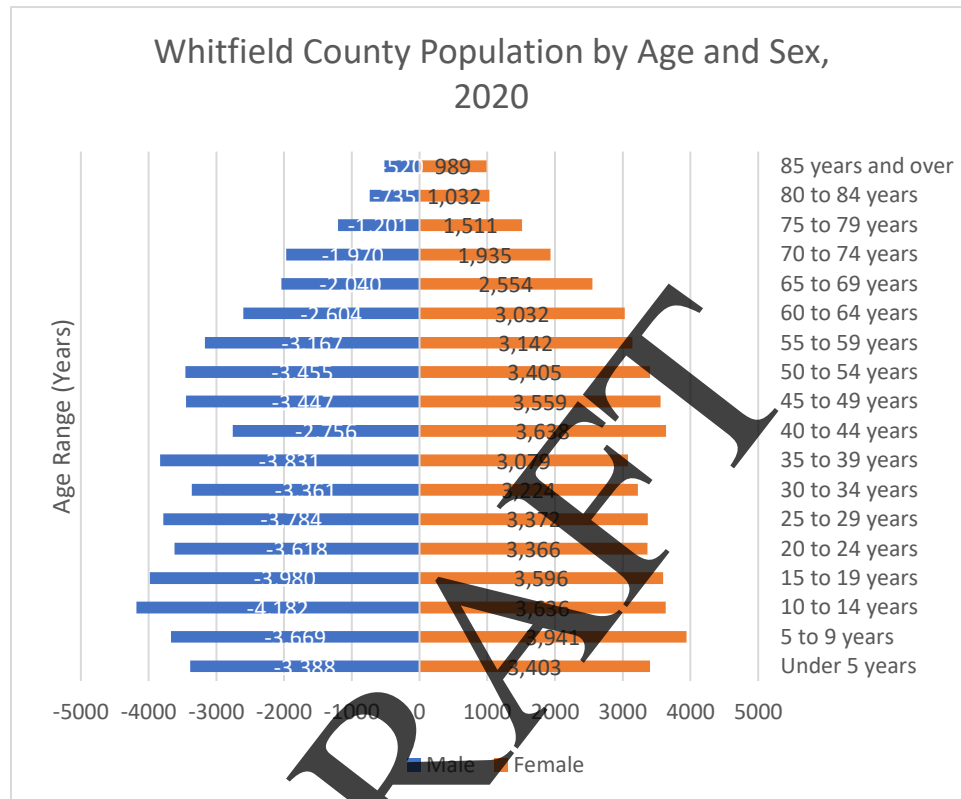
Most of the population in Whitfield County is between 5 and 64 years old. The largest share of any one age group is 45-64 at 27.7% of the population. Tunnel Hill has a significantly larger percentage of the population that is 65 or older than the county at 23.7% compared to 13.9% for the county. This 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

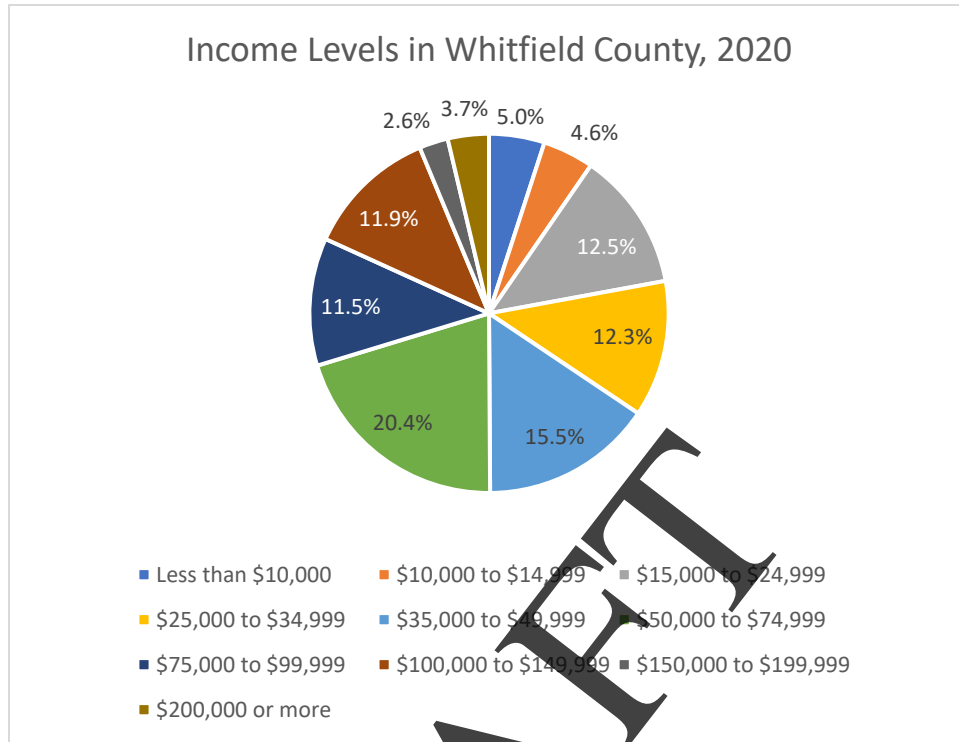
According to the 2016-2020 American Community Survey 5-year estimates, the mean household income level in Whitfield County is \$67,316 and the per-capita income is \$24,361.

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	58,606
Cohutta city, Georgia	52,396
Dalton city, Georgia	46,894
Tunnel Hill city, Georgia	50,859
Varnell city, Georgia	63,693
Georgia	61,224

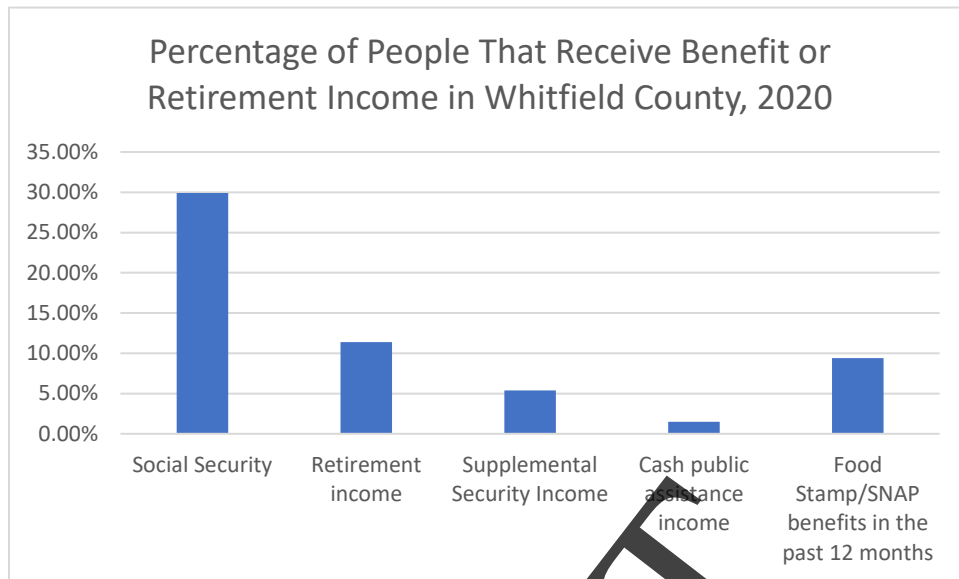
Median Household Income in Whitfield County, Surrounding Counties, Georgia, and Whitfield County Municipalities, 2016-2020. Source: "Table B19013: Median Household Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars)." <http://data.census.gov>

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.



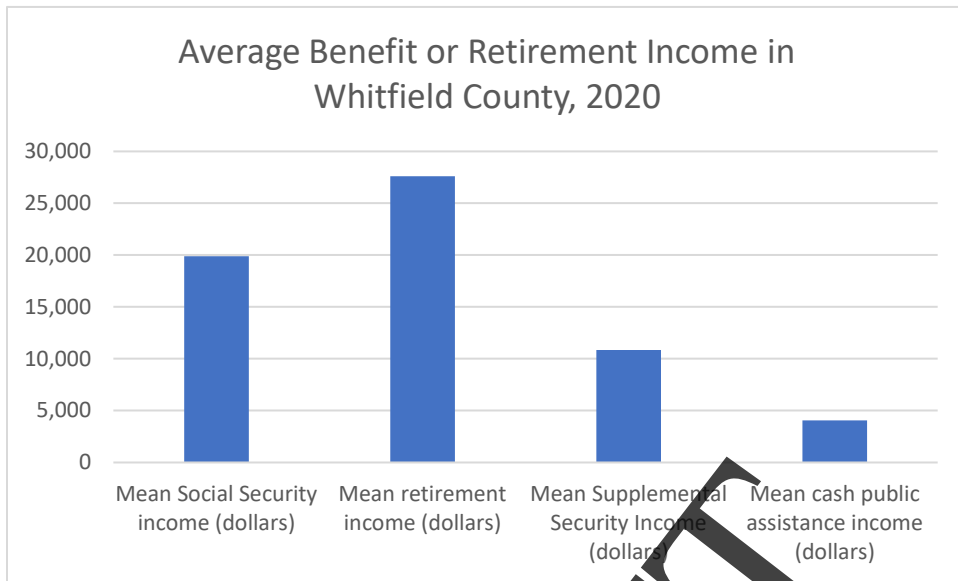
Income Levels in Whitfield County, 2016-2020. Source: "Table S1901: Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars)." <http://data.census.gov>

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

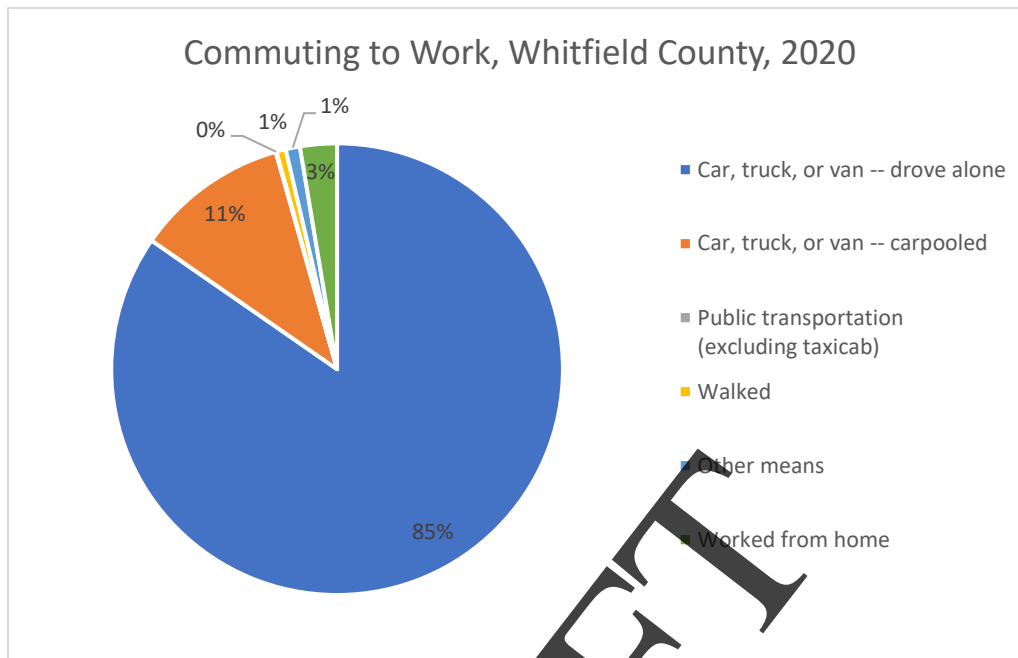
Poverty Income Level

<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>

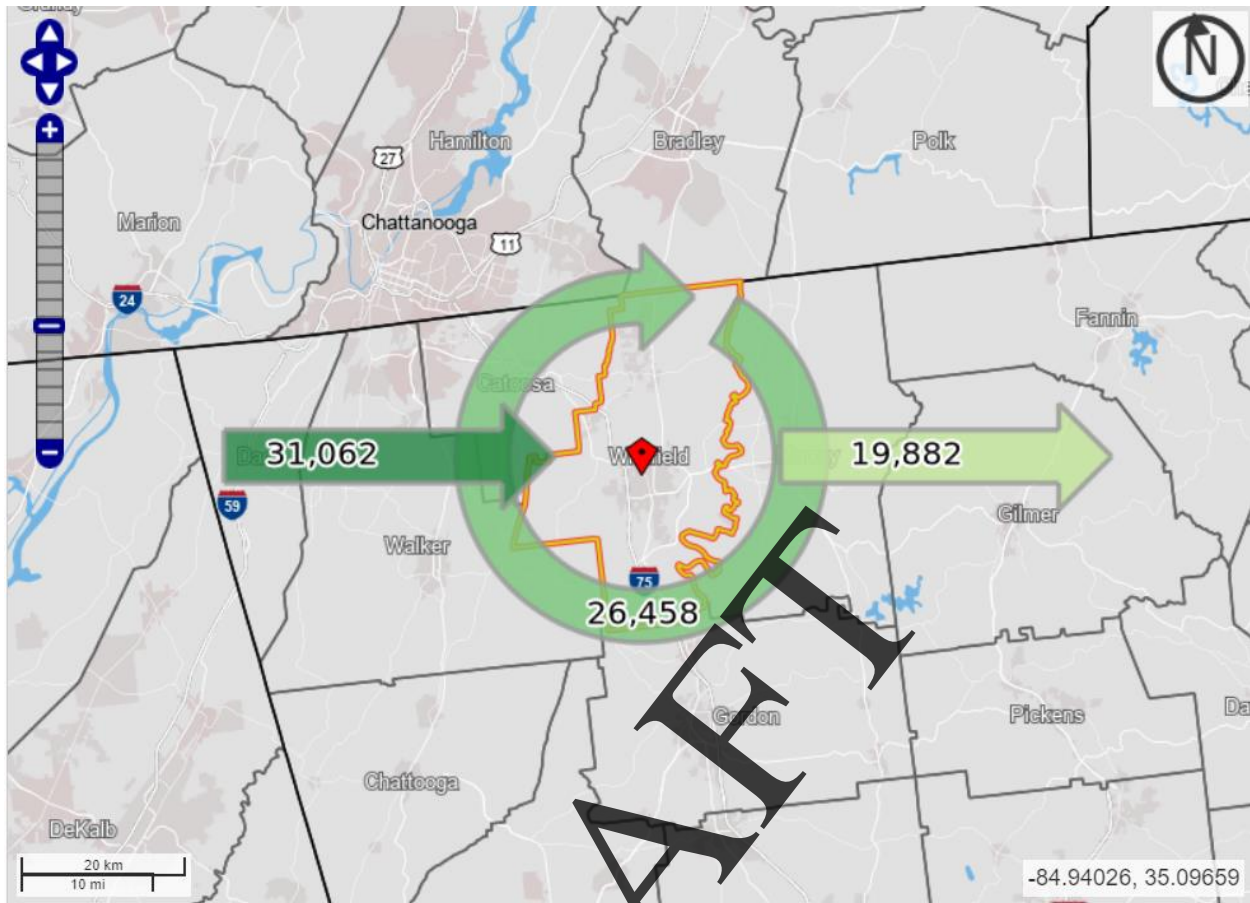
The poverty rate in Whitfield County is 16.2%, which is higher than all six adjacent counties and the state. The poverty level in Cohutta, Tunnel Hill, and Varnell is lower than the county while the poverty level in Dalton is higher. The poverty rate for people below the age of 18 in Whitfield County 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%.



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.

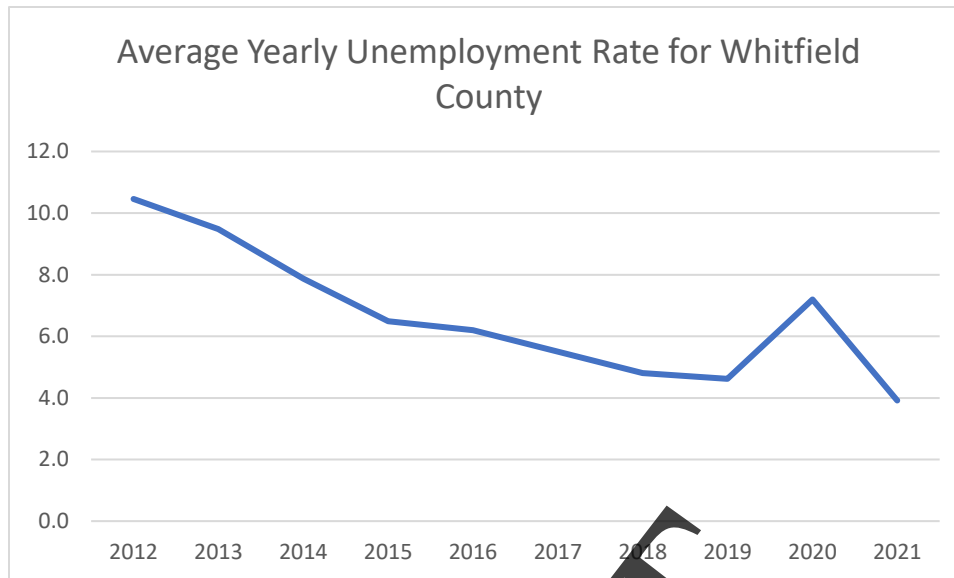
Employment

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%

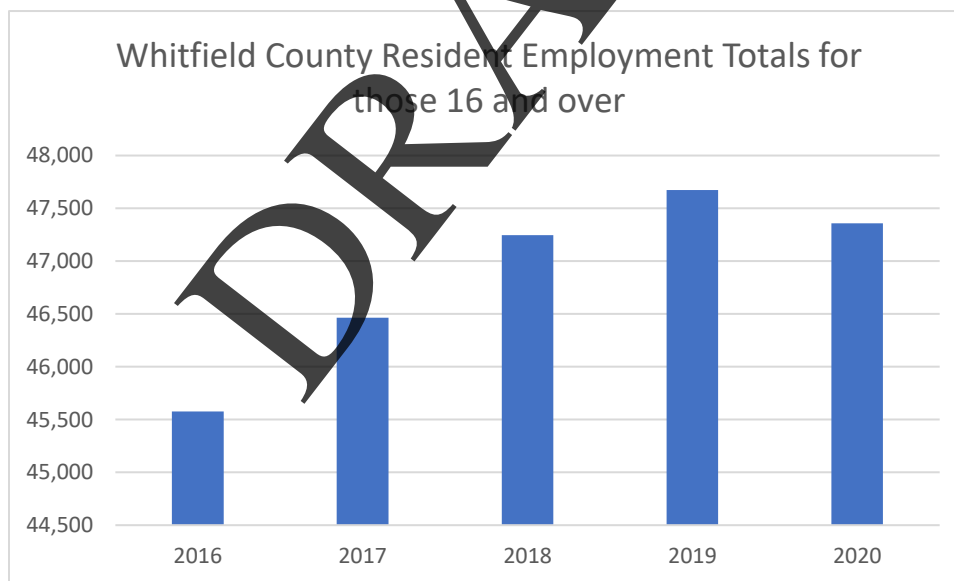
Local Unemployment Rate. Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. "Table S2301: Employment Status." <http://data.census.gov>

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.



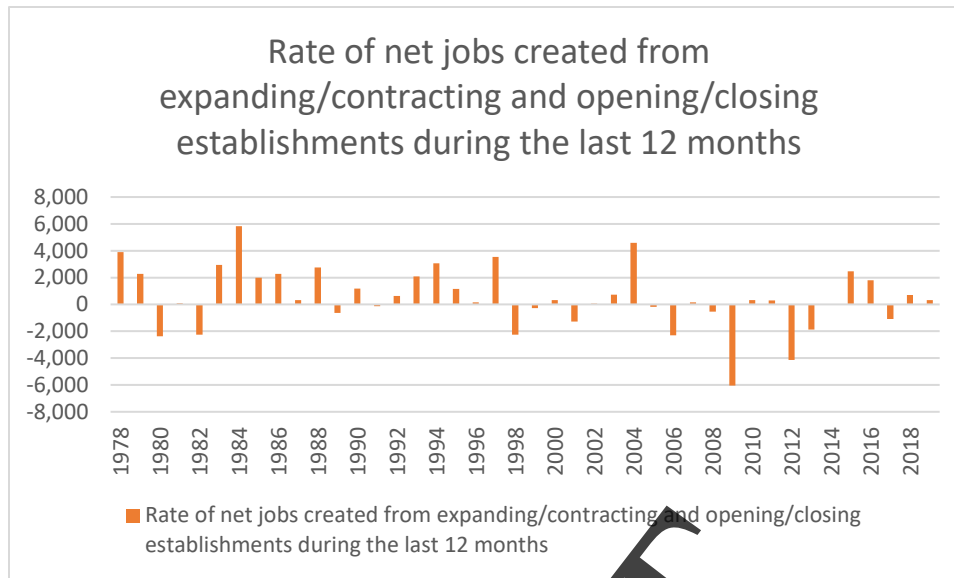
Average Yearly Unemployment Rate for Whitfield County, GA 2012-2021. Source: Whitfield County, GA unemployment - U.S. Bureau of Labor Statistics. <https://beta.bls.gov/dataViewer/view/timeseries/LAUCM130150000000003>

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>

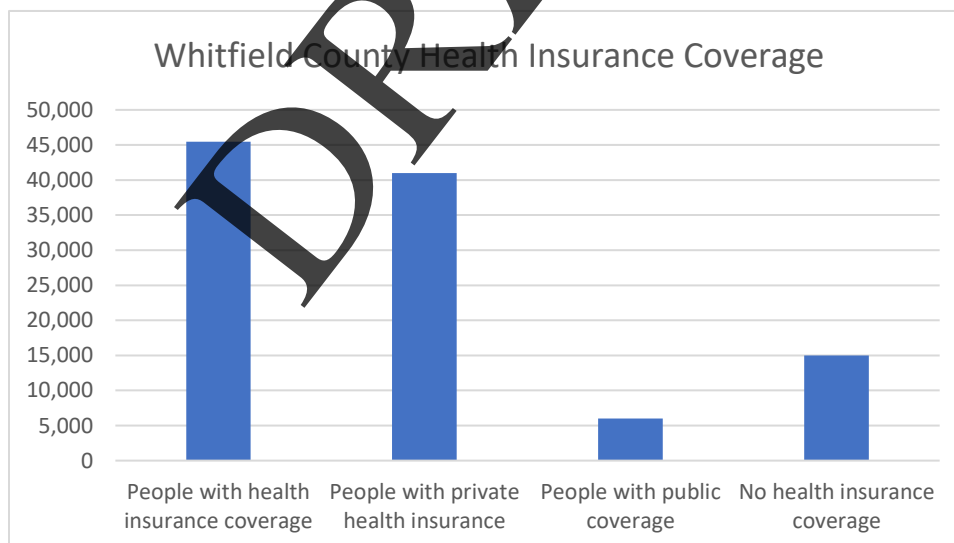
Whitfield County's employment consistently went up between 2016 and 2019, before dropping in 2020. This indicates that the employment situation was healthy before 2020, and it is too soon to tell whether the decline is a temporary decline due to COVID-19 or is a sign of a bigger issue.



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

DRAFT

DRAFT

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 5, 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 Dennis Mock, Tyree Goodlett and 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

Margaret Thigpen, Director of Tourism at the Dalton Convention Center gave a brief overview of August's economic impact regarding tourism.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of August 21, 2023. On the motion of Council member Mock, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

ADOPTION OF THE 2023 MILLAGE RATE

CFO Cindy Jackson presented the 2023 Millage Rate for the City of Dalton. Jackson stated the recommended rate be adopted at 1.936 mills which is equivalent to the rollback millage rate. On the motion of Council member Mock, second Council member Goodlett, the 2023 Millage Rate was approved. The vote was unanimous in favor.

ORDINANCE 23-15 - CHRIS JAMES REQUEST TO REZONE 923 S. HAMILTON STREET, DALTON, GEORGIA.

Ethan Calhoun, Assistant Planning Director of the North West Georgia Planning Commission presented Ordinance 23-15 a request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 923 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-000). On the motion of Council member Farrow, second Council member Mock, the rezoning request was approved. The vote was unanimous in favor.

ORDINANCE 23-16 - SANDRA MILTON REQUEST TO REZONE PARCELS ON LAVERT DRIVE, DALTON, GEORGIA

Ethan Calhoun, Assistant Planning Director of the North West Georgia Planning Commission presented Ordinance 23-16 a request of Sandra Milton to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) tracts of land totaling 0.46 acres located on Lavert Drive, Dalton, Georgia. Parcels (12-255-04-005 and 12-255-04-007). On the motion of Council member Mock, second Council member Goodlett, the rezoning request was approved. The vote was unanimous in favor.

ORDINANCE 23-17 - DAGOBERTO HERNANDEZ REQUEST TO REZONE A PARCEL LOCATED AT HIGH MOUNTAIN DRIVE, DALTON, GEORGIA

Ethan Calhoun, Assistant Planning Director of the North West Georgia Planning Commission presented Ordinance 23-17 a request of Dagoberto Hernandez to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling 0.52 acres located at High Mountain Drive, Dalton, Georgia. Parcel (12-241-06-017). On the motion of Council member Mock, second Council member Farrow, the rezoning request was approved. The vote was unanimous in favor.

ORDINANCE 23-18 - DAVID ARMSTRONG REQUEST TO REZONE TWO ADJACENT TRACTS OF LAND LOCATED AT INTERSECTION OF MACK STREET AND WALSTON AVENUE AND A TRACT OF LAND LOCATED ON WALSTON AVENUE, DALTON, GEORGIA

Ethan Calhoun, Assistant Planning Director of the North West Georgia Planning Commission presented Ordinance 23-18 a request of David Armstrong to rezone two adjacent tracts of land. The first tract is a request to rezone from Low Density Single Family Residential (R-2) to High Density Residential (R-7) a tract of land totaling 1.90 acres located at intersection of Mack Street and Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038). The second tract is to rezone from Transitional Residential (R-6) Cond to High Density Residential (R-7), a tract of land totaling 1.84 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035). On the motion of Council member Mock, second Council member Goodlett, the rezoning requests were approved with the condition there will be no access to Waugh Street. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT FOR 915 MARKET STREET

City Administrator Andrew Parker presented a Demolition Agreement and Easement for 915 Marker Street to remove an abandoned and dilapidated sign. On the motion of Council member Mock, second Council member Farrow the Agreement and Easement was approved. The vote was unanimous in favor.

APPOINTMENT TO DESIGN REVIEW BOARD

City Administrator Andrew Parker requested his replacement on the Walnut Avenue Gateway Corridor Design Review Board with the appointment of Todd Pangle to the Board. On the motion of Council member Mock, second Council member Farrow, the request was approved. The vote was unanimous in favor.

DESIGN-BUILD CONTRACT WITH ARMOURCO, INC. - VALLEY DRIVE CHANNEL STABILIZATION PROJECT

Public Works Director Chad Townsend presented the Design-Build Contract with Armourco, Inc. for Valley Drive Channel Stabilization Project in the amount of \$589,479.02 to be paid with Bonded Capital Projects. Townsend stated this project is part of the multi-phase North Walnut Drainage Improvement Project. On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved the Contract. The vote was unanimous in favor.

MISCELLANEOUS

Mayor Pennington introduced Ethan Smith and Daniel Baxter from Boy Scouts Troop 60 that were attending the meeting to receive their Citizenship in the Community Merit Badge.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:19 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/18/2023

Agenda Item: 2023 New Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(4) 2023 New Alcohol Beverage Applications

2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MONDAY SEPTEMBER 18, 2023

(4) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Circle K. Stores Inc.
d/b/a: Circle K. Stores Inc. #2709345
Applicant: Mark Alan Ostoits
Business Address: 2000 Chattanooga Rd.
License Type: Package Beer, Wine (Convenience Store / Gas Station)
Disposition: **New**

2. Business Owner: Family Dollar Store of Georgia, LLC
d/b/a: Family Dollar #20036
Applicant: Joni L. Dockery
Business Address: 1210 Murray Ave.
License Type: Package Beer, Wine (Convenience Store)
Disposition: **New**

3. Business Owner: Siyaram 98 Inc.
d/b/a: Quick Stop
Applicant: Ashiviniben Patel
Business Address: 511 East Morris St.
License Type: Package Beer (Convenience Store)
Disposition: **New**

4. Business Owner: The Carpentry, LLC
d/b/a: The Carpentry
Applicant: Kasey Carpenter
Business Address: 204 W. Cuyler St.
License Type: Pouring Beer, Wine, Liquor (Hotel)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: Sep 18, 2023

Agenda Item: Croy Task Order 6 Amendment for Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: \$21,134.14 (Funding already approved)

Funding Source if Not in Budget Federal Grant

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

Amendment of Croy task order 6 to include Construction Materials Testing as previously agreed to. Funding has already been included as a line item on GDOT grant contract #44 approved by the M&C 3/9/23.

**AMENDMENT NO. 1
TASK ORDER NUMBER 6
APRON PAVEMENT REHABILITATION – PHASE II**

Date : August 30, 2023

Croy Project No.: 2106.005

Changes to Task Order No. 6 with this Amendment

Scope of Services

The work shall be amended to include Construction Materials Testing services for the construction phase of the Apron Pavement Rehabilitation – Phase II project.

This service will be in addition to the professional services already being provided for in this project which are listed on the attached executed Task Order No.6.

Compensation:

Approved Task Order No. 6 – Elements 1 thru 10 **\$157,181.00**

The compensation shall be amended to include the following additional fees as shown below:

Element 11 – Construction Materials Testing **\$ 21,134.14**

Lump Sum Fee: \$21,134.14

Estimated Expenses: \$ 0.00

TOTAL COMPENSATION WITH AMENDMENT NO. 1 **\$178,315.14**

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment No. 1 to Task Order Number 6.

OWNER:

CITY OF DALTON

DAVID PENNINGTON
Mayor

ATTEST:

ENGINEER:

CROY ENGINEERING, LLC



GREGORY D. TEAGUE, P.E.
CEO

ATTEST:



PATRICK T. LENTON, P. E.
Aviation Division Manager

TASK ORDER NUMBER 6 - AMENDMENT NO.1

Page 1

August 30, 2023

TASK ORDER NUMBER SIX

This Task Order is made as of this 21 day of March, 2022, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*Professional Services for
Apron Pavement Rehabilitation – Phase II*

Section A - Scope of Services

The Engineering Design Services will consist of project formulation, preparation of construction drawings and specifications necessary to complete the project, the support services required to complete the design, and coordination with the Georgia Department of Transportation, Aviation Programs. The design services for the project at Dalton Municipal Airport are based on the findings of the GDOT provided July 2019 Pavement Management Report and will include the following elements of work:

Element 1 – Project Formulation and Coordination shall include;

1. The preparation of work scope and fees
2. A pre-design/scoping meeting with GDOT & the Sponsor
3. Preparing and assisting with the application for funding assistance
4. Preparation and submittal of Form 7460 to GDOT & FAA,
5. Coordination with regulatory agencies
6. Attend one (1) site visit to observe existing site conditions

Element 2 – Survey will consist of:

1. Field Data Collection will include the field time for a survey crew to locate and conduct a field run topographic survey of the existing apron and surrounding area. The scope of work shall include the following:
 - Begin site reconnaissance to determine survey limits and identify features to be located and take photos of the site as needed.
 - Establish survey control.
 - Identify storm drains or sewer drains in the survey limits to be located, prepare sketches, obtain invert, and pipe size & type information and direction of flow.
 - Begin field topographic survey, this is to be done on a 25' grid.
 - See Exhibit A for specific details of survey requirements.
 - Locate swales, ditches, storm and sewer structures and drains.
 - Locate power poles, guy anchors, guy poles, utility poles, wires, power boxes, and pads.
 - Locate visible water meters, gas meters, valves, hydrants, sprinkler heads.
 - Locate paint markings and stripes, aircraft tie downs, light poles and ground lights, EOP, etc.
 - Upon completion of field work analyze field survey data and notes.
 - Draft and prepare final topographic survey.

Element 3 – Geotechnical Evaluation will be performed by a sub-consultant to Croy and includes a geotechnical exploration in general accordance with FAA 150-5320-6F Airport Pavement Design and Evaluation and shall consist of predesign subsurface investigations for borings and soil samples in the existing apron and taxiway areas. It is anticipated that standard penetration test (SPT) data will be sufficient to evaluate soil strength and load carrying capability. Therefore, no Heavy Weight Reflectometer (HWD) testing will be performed. Please reference the sub-consultant proposal as attached. The scope consists of:

1. Conducting a visual reconnaissance of the site to observe the existing pavement conditions and look for indications of areas of geotechnical concern.
2. Hiring a private utility location company to locate utilities in the areas of the borings.
3. Coring the pavement at five (5) locations in the approximate locations shown in Exhibit B.
4. Drilling five (5) SPT borings at the cored location for depths of 10 feet or auger refusal, whichever occurs first.
5. Obtain three (2) bulk samples from auger cuttings. A bulk sample will be taken from each of the three areas shown on the boring plan (Exhibit B).
6. Run two (2) Proctor tests.
7. Run one (1) California Bearing Ratio (CBR) test.
8. Run in situ density tests on the Shelby tube samples and compare to our Proctor results in order to determine a relative percent compaction of the fill soils.
9. Run 5 grain size tests
10. Run 5 Atterberg limits tests.
11. Analyze the pavement cores for distresses.
12. Analyzing the field and laboratory data obtained.
13. Provide a written geotechnical report outlining the subconsultants findings, conclusions, and recommendations. This will include a pavement repair and design recommendations.

Element 4 – Construction Plans will consist of:

1. **Cover Sheet** listing the name of the airport, description of the project, vicinity and location maps, & project number.
2. **Summary of Quantities Sheets** listing the name pay item number, specification number, name of each pay item, unit of measure and estimated quantities determined during the design phase.
3. **General Notes** listing the overall project notes and any otherwise pertinent information to the project or project site as a whole.
4. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
5. **Existing Conditions and Demolition Plan** will show existing conditions provided by the surveys illustrating the current condition of the project site. These plans will also show the areas and items that are to be removed, relocated, cleared, etc. for the development of the project site.

6. **Grading Plans and Details** consists of the utilization of the topographic survey in refining the existing grading plan for the proposed apron rehabilitation, including the following:
 - a. Analysis and evaluation of existing apron slopes to ensure current FAA compliance.
 - b. Analysis and evaluation of areas to be removed and reconstructed.
 - c. Analysis and evaluation of areas to be milled and overlaid/reconstructed.
 - d. Analysis and evaluation of areas to receive crack seal and overlay
7. **Stormwater Plans and Details** Analysis and evaluation of the existing stormwater pipe underneath apron. Pipe will be visually inspected by camera to determine its condition. If replacement of the existing storm pipe is needed, project site will be analyzed for stormwater runoff and confirm size of pipe needed for replacement.
8. **Proposed Drainage Schedule** will show the breakdown of the stormwater system, identifying key information, components, and materials.
9. **Typical Sections** will delineate the width and typical makeup for the various sections of pavement included in the project.
10. **Paving and Jointing Plans and Details** will provide a layout of the paving for the rehabilitation or reconstruction including any joints with existing pavement to remain. The details for the pavement and joints will be included as support for the design.
11. **Pavement Marking and Striping Plans and Details** will provide a layout of the pavement marking and striping for the airfield and landside pavements and the details will support the layout.
12. **Construction Details** will be provided to support the design

Element 5 – Contract Documents (booklet) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.

Element 6 – Engineers/Design Report shall include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions for the maintenance and reconstruction repairs for the various areas of the project design.

Element 7 – Coordination, Review, and Comments will be addressed throughout the duration of the project through team, client, and agency coordination and meetings. GDOT comments will be addressed after the 60% and 90% submittals to GDOT.

The design will be completed within Sixty (60) business days from the Notice to Proceed.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, dated 2/26/2014. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables will consist of one (1) set of electronic Plans and Specifications to GDOT for review and comment prior to the bidding phase, one (1) set of the final plans and specifications, one (1) electronic copy of the final plan set in PDF format, and one (1) electronic copy of the plan set in

AutoCAD format will be provided to GDOT for the final submittal. The 7460 and CSPP documents will be submitted to GDOT for review prior to initial submittal to FAA.

Element 8 - Bid Phase Services shall include preparation of advertisement for bids, response to contractor questions during the bidding process, receipt of bids at a scheduled bid opening, preparation of the bid tabulation, and recommendation of award to the lowest responsive bidder.

Element 9 – Construction Administration Services shall include the following:

1. Engineering Services to include review of contractor submittals for acceptance of materials.
2. Attend and conduct Pre-Construction Meeting
3. Two (2) periodic site visits to observe the progress and inspect the quality of the executed work.
4. Provide response to Contractor questions and/or "requests for information"
5. Conformance to federal requirements (as delineated in the contract documents) including:
 - a. Review and approval of weekly payroll for contractors and sub-contractors.
 - b. Review and approval of employee wage rates and interviews.
 - c. Review of DBE submittals and forwarding to the State.
6. Contractor submitted pay application review and recommendation for processing.
7. Final Inspection shall include one (1) site visit to determine if the project was satisfactorily constructed in accordance with the plans and specifications.
8. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the punch list and preparation of a Final Inspection Report.
9. Close-Out Documentation
 - a. Review and approval of pay requests and invoicing
 - b. File project records (materials testing results, daily reports, etc.)

Element 10 – Construction Inspection/Observation Services shall include the following:

1. Full-time daily observation and reporting for 45 calendar days base bid.
2. Hotels for 5 nights/week for a total of 6.5 weeks for Inspector, plus per diem for 37 days.
3. Time and expenses for attendance at pre-construction meeting, final inspection and follow up site visit for punch list items.

Element 11 – Record Drawings and Final Engineer's Report shall include the following:

1. Preparation of record drawings showing the as-built conditions utilizing data to be supplied by the contractor.
2. Preparation of a Final Engineer's Report detailing the construction activity upon project completion.

Project Scope Exclusions

- ALP Update Services
- Sediment and Erosion Control Design Services
- Electrical Design Services
- Preparation and submittal of a CatEx.
 - GDOT will produce the CatEx for this project.

- Monthly update report(s) to the GDOT Project Manager identifying the aspects of the project that have been accomplished or focus on during the preceding month.
- Environment Services
- This proposal does not include the following items: easement exhibit plats, Boundary survey or ties to property lines, engineering work, ALTA Survey, recording the survey, Boundary line Disputes, preparation of legal descriptions, dividing property, court costs stemming from a boundary dispute, additional field work due to lack of evidence, re-staking of any features originally placed on the ground by our crews, fees associated with accessing property, easements not of record or underground utility locations, any efforts associated with rezoning the property, environmental Phase 1 considerations, Croy personnel will not perform any Subsurface Utility Engineering Level A or B utility locations.
- Review of existing conceptual design from previous consultant.

Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Project Initial Coordination Meeting	NTP Date
Survey Work to Begin	NTP Date + 5 Days
GDOT 60% Plan Set Submittal	NTP Date + 20 Days
GDOT 60% Review Comments Returned	NTP Date + 30 Days
GDOT 90% Plan Set Submittal	NTP Date + 40 Days
GDOT 90 % Review Comments Returned	NTP Date + 50 Days
100% Plan Set Submittal with Responses to GDOT Comments	NTP Date + 60 Days

Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

Section C - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$157,181, payable according to the following terms:

- Invoicing will be submitted monthly for work completed to-date.
- A lump sum fee applies for each task as follows, and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 1 – Project Formulation	\$ 6,739
Lump Sum Fee:	\$ 6,552
Estimated Expenses:	\$ 187

Element 2 – Survey Work	\$ 6,562
Lump Sum Fee:	\$ 6,321
Estimated Expenses:	\$ 241
Element 3 – Geo-Technical Investigation	\$ 14,389
Lump Sum Fee:	\$14,389
Estimated Expenses:	\$ 0
Element 4 – Construction Plans	\$ 29,670
Lump Sum Fee:	\$29,470
Estimated Expenses:	\$ 200
Element 5 – Contract Documents	\$ 6,540
Lump Sum Fee:	\$ 6,465
Estimated Expenses:	\$ 75
Element 6 – Engineer's/Design Report & As-Builts	\$ 4,486
Lump Sum Fee:	\$ 4,411
Estimated Expenses:	\$ 75
Element 7 – Coordination, Review and Comments	\$ 4,015
Lump Sum Fee:	\$ 3,940
Estimated Expenses:	\$ 75
Element 8 – Bid Services	\$ 7,482
Lump Sum Fee:	\$ 7,482
Estimated Expenses:	\$ 200
Element 9 – Construction Administration Services	\$ 24,682
Lump Sum Fee:	\$ 23,832
Estimated Expenses:	\$ 850
Element 10 – Construction Inspection Services	\$ 52,617
Lump Sum Fee:	\$ 47,668
Estimated Expenses:	\$ 4,949

TOTAL FEE \$157,181

2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to the following terms: Compensation for additional services shall be paid by the OWNER to the ENGINEER per the Croy Engineering Standard Hourly Rate Schedule attached to this Proposal.

Section D - Owner's Responsibilities

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

N/A

Section E - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

N/A

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

CITY OF DALTON


David Pennington
Mayor

ENGINEER:

CROY ENGINEERING, LLC


GREGORY D. TEAGUE, P.E.
President

ATTEST:



ATTEST:


PATRICK T. LENTON, P.E.
Director of Professional Services

Exhibit "B" Hourly Rate Schedule**Croy Engineering, LLC
STANDARD HOURLY RATES**

Principal	\$234.31
Project Manager	\$199.02
Engineer 3	\$188.25
Engineer 2	\$165.57
Engineer 1	\$146.53
Designer 2	\$127.36
Designer 1	\$118.12
Tech 2	\$108.25
Tech 1	\$103.18
CADD Operator	\$95.53
Admin	\$88.71
Field Rep 3	\$120.53
Field Rep 2	\$102.75
Field Rep 1	\$98.38
RLS/Survey Manager	\$191.03
Crew (2-Person)	\$177.49
Crew (3-Person)	\$239.08

Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/18/2023

Agenda Item: Contract Award to Bartow Paving Company for the 2023 Milling and Resurfacing Various City Streets Dalton Project No. PW-2023-LMIG

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$1,718,794.91

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 2023 Annual Milling and Resurfacing Project to Bartow Paving Company.

Approximately 50% of the work is to be completed by December 31st, 2023, and 100% to be completed by May 31st, 2024.

See attached bid package for additional information about the scope of work.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**2023 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2023-LMIG**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BID

**2023 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2023-LMIG**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

FRIDAY, JULY 28TH, 2023 AT 2 PM

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**2023 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2023-LMIG**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction are:

Approximately 4.252 centerline miles of variable depth milling (including around utilities), leveling, resurfacing, and thermoplastic striping of various City Streets using GDOT LMIG and local SPLOST funds. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications. Road mileage is subject to change and depends upon the availability of funding.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

One Contract shall be awarded covering all work and the bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner. Fifty percent (50%) of the contract is to be completed by December 31, 2023 and the project is to be fully complete by May 31, 2024. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents and the bid package for this project may be obtained electronically via the City of Dalton's webpage @ <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: jsheppard@daltonga.gov.

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

Anyone seeking to bid on and/or perform work on this project must be prequalified by the Georgia Department of Transportation.

CITY OF DALTON, GEORGIA

BY 
Jackson Sheppard
Project Manager

###

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: JULY 5TH, 2023

BID DATE: FRIDAY, JULY 28TH 2023

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. Which line item is used for patching? The bid schedule does not specify.
Line items used for patching within Bid Form coincide with the materials specified within the General Notes section of the contract documents. The Bid Form does not break out line items for patching from surface coarse hot mix asphalt overlay.
2. Can you provide a street list specifying what mix and tonnage for each street?
A complete breakdown for summary of quantities has been included for mill and overlay within bid package. This includes overlay mix unit weights, tonnages, and square yardages associated with milling of each individual street. As for deep patching, please refer to the 'General Notes' section of bid package for details regarding thickness, layer mix type, and corresponding unit weights for streets incorporating deep patching. A detailed visual including area dimensions has been included within the project visuals for all deep patching locations, and the dimensions can be used in conjunction with the specified unit weights listed within the 'General Notes' section for quantifying specific tonnage for each layer of deep patching specified for individual streets.
3. In the areas that the asphalt is above the curb line are we to reclaim the curb?
Contractor will not be directed to reclaim curb and gutter for the streets included within this bid package. This determination has been made based on existing field conditions.

BID PACKAGE REVISIONS:

1. Note No. 29 located on the General Notes section of the advertised Bid Package has been updated to include the surface coarse layer of which is incorporated within the quantities located within the Bid Form of the advertised Bid Package. The updated detail is the following: WESTCHESTER AND 11TH AVENUE DEEP PATCHING SHALL ENCOMPASS MILLING 6" AND OVERLAY 3" OF 25 MM GROUP 1 OR 2 SUPERPAVE AT 330 LBS/YD² AND 1.5" OF 19 MM GROUP 1 OR 2 SUPERPAVE AT 165 LBS/YD² FOR THE TWO BASE LAYERS. THE SURFACE COURSE FOR WESTCHESTER AVENUE SHALL BE 1.5" OF 9.5 MM SUPERPAVE TYPE 1, GROUP 1 OR BLEND 1 (ITEM CODE 402-3100) AT 165 LBS/YD². THE SURFACE COURSE FOR ELEVENTH AVENUE SHALL BE 1.5" OF 9.5 MM SUPERPAVE, TYPE 2, BLEND 1 (ITEM CODE 402-3102) AT 165 LBS/YD².



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

CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: July 18, 2023

BID DATE: Friday August 11th, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of the first addendum by writing in "Addenda No. 1" on page 0200-3 of bid submission.
2. Acknowledge receipt of the second addendum by writing in "Addenda No. 2" on page 0200-3 of bid submission.
3. Replace bid form (sheets 18 and 19) in bid package with 'Exhibit A' included within Addenda No. 002.
4. Replace Project Summary Sheet (page 68) in bid package with 'Exhibit B' included within Addenda No. 002.
5. Any prospective bidder who has already provided a bid submission prior to publishing of Addenda No. 002, may request their original sealed submission to the mailing address provided on the sealed submission.
6. Please refer to the interpretations within addenda no. 002, and the attached exhibits as the final pavement specifications for bid submissions.

PROCUREMENT ANNOUNCEMENTS

Given the revisions to the bid package specified within Addenda No. 002, the bid submission deadline has been moved to Friday, August 11th, 2023 at 2 PM to allow for sufficient time for revisions to the bid submission of prospective bidders. Please follow the instructions specified within the advertised bid package for submission instructions.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. GDOT Standard Specs only allow 9.5MM Type 1 to be placed at a maximum thickness of 1 1/4" per lift. What is the purpose of requesting that 9.5MM Type 1 be placed at 3" depth on Fairfield Dr per page 67 note 27? This would require 3 individual lifts. Is this the City's intent?
 - o The pavement specifications for Fairfield Drive have been revised in published addenda no. 002 to include milling of 3.25" below to top of the gutter line, installing

- 2" of 12.5MM TP 2, GP2 ONLY at 220 lbs/sy for the base layer, and 1.25" of 9.5MM TP2, GP 1 at 135 lbs/sy for the surface coarse. Age related pavement fatigue is observed throughout the corridors, and core samples taken indicate the most recent surface coarse adhesion characteristics may cause raveling when milling if milling does not continue below this layer. The Intent of this pavement design is to mill and overlay below the layer of concern, and provide sufficient durability for a residential street. Exhibits A and B reflect the changes specified above. Quantities for tack coating for both layers is accounted for within the bid form as well.
2. Page 67 Shows Fairfield Dr to get 9.5MM Type 1. Page 68 Shows Fairfield Dr to get 9.5MM Type 2. Which is correct?
 - Please refer to the exhibits included within this addendum for the final specifications for all streets.
 3. If Fairfield is to get 9.5MM Type 2, GDOT Standard Specs only allow it to be placed at a maximum thickness of 1 1/2" per lift. This would require 2 individual lifts to gain a 3" total depth. Is this the City's intent?
 - Please refer to responses to questions one (1) and two (2) for clarifications to this question. The intent of the pavement layers specified above is to complete in two passes i.e. one pass for 2" for 12.5MM and one pass for 1.25" of 9.5MM surface coarse.
 4. Please clarify the use of the word "Partially" under the milling column for S Hamilton St on Page 68. Does S Hamilton St get milled 1.5" across the entire width of the roadway for the entire road length?
 - Partially has been removed in Exhibit B within Addenda no. 002 since the intent is to mill 1.5" of the full street width, and quantities within Exhibit A account for this clarification.
 5. How will the contractor be paid for the milling of the deep patch areas? Will another pay item be added for this?
 - To account for deviations pertaining to milling of deep patched areas, a line item for deep patching has been included in the revised bid form to account for all deep patching specified within this contract. Fairfield Drive quantities are accounted for within the non-deep patching milling line item.
 6. Most of these roads have asphalt that is currently higher than the gutter line. Does the city wish that the contractor mill an additional depth to allow the topping layer to be flush with the gutter line? I.e. for a road that is 1" higher than the gutter, mill 2.5" and pave back 1.5" to be flush.
 - As mentioned in addenda no. 001, contractor will not be required to reclaim curb and gutter for any streets included within this bid package. Reclaiming curb pertains to asphalt that has been placed in the gutter line. Contractor is required to maintain any gutter lines that do not have asphalt paved into them. Unless concerns regarding maintaining adequate drainage is present for streets where overlay is above the gutter line, but not spilling into the gutter line; contractors shall assume milling sufficient depth to overlay flush with gutter lines without pavement spilling over shall be required for all streets within this bid package. Contractor shall be

required to coordinate concerns regarding maintaining sufficient drainage characteristics and/or ride qualities with the Department's Project Engineer or Project Manager prior to milling beginning for any specific street sections of concern included in this project. An example of ride quality includes if milling a specific terminus to pave flush with a gutter line would introduce a sudden transition (bump / change elevation) with respect to the rest of the corridor that may impact safety or ride quality of the finish grade once resurfacing has been completed.

BY:

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

EXHIBIT A REVISED BID FORM

Bid Proposal Form - Dalton Project No. PW-2023-LMIG

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS		TRAFFIC CONTROL	
402-1812	8	TN		RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	
402-3100	659	TN		RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H-LIME	
402-3102	825	TN		RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, BLEND I, INCL BITUM MATL & H-LIME	
402-3130	5,145	TN		RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MTL. AND H-LIME	
402-3190	459	TN		RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	
402-3121	919	TN		RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	
413-1000	6,174	GL		BITUM TACK COAT	
432-5010	69,510	SY		MILL ASPH CONC PVMT., VARIABLE DEPTH	
432-5010	4,300	SY		MILL ASPH CONC PVMT., VARIABLE DEPTH (FOR DEEP PATCHING)	
611-8050	123	EA		MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	
653-0100	3	EA		THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	
653-0120	15	EA		THERMOPLASTIC PVMT. MARKING, ARROW, TP 2	
653-1704	272	LF		THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN., WHITE	
653-1804	176	LF		THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN., WHITE	
653-2501	5.144	LM		THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., WHITE	
653-2502	6.150	LM		THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., YELLOW	
653-4501	0.047	GLM		THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN., WHITE	

653-6004	106	SY		THERMOPLASTIC TRAFFIC STRIPING, WHITE	
654-1001	848	EA		RAISED PVMT MARKERS TP 1	
654-1003	32	EA		RAISED PVMT MARKERS TP 3	
				TOTAL BID PROPOSAL	

Bidding Company Name: _____

Authorized Bidding Rep. Signature & Title _____

EXHIBIT B REVISED SUMMARY OF QUANTITIES SHEET

2023 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2023-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?	Deep Patching
1	S. Hamilton Street	E. Morris St.	Brickyard Rd.	3.190	Varies from 23' to 40'	Yes; 1.5" full width mill	402-3130	4521	165 lbs/square yard	Edgelines, Centerlines, Crosswalk, White Hatching, Stop Bars, Arrows	Yes	Yes
2	Fairfield Drive	Mineral Springs Rd.	Mineral Springs Rd.	0.264	22'	Yes, 3.25" full width mill	402-3102 402-3130	312.2 624.3	135 lbs/square yard 220 lbs/square yard	N/A	No	No
3	Sheffield Place	Cul-de-sac	Kingsridge Dr.	0.152	Varies from 22' to 23'	Yes, 1.5" full width mill	402-3100	207.4	165 lbs/square yard	N/A	No	No
4	Kingsridge Drive	Cul-de-sac	Westchester Dr.	0.151	Varies from 22' to 25'	Yes, 1.5" full width mill	402-3100	218.7	165 lbs/square yard	N/A	No	No
5	Westchester Drive	Cul-de-sac	Dug Gap Rd.	0.151	22'	Yes, 1.5" full width mill	402-3100	233	165 lbs/square yard	Stop Bar Only	No	Yes
6	Eleventh Avenue	E. Morris St.	Dead End	0.344	Varies from 24' to 29'	Yes, 1.5" full width mill	402-3102	441.2	165 lbs/square yard	Stop Bar Only	No	Yes
Total =				4.252								

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SECTION 0400 – GENERAL NOTES

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30722 until JULY 28TH, 2023 AT 2 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

2023 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2023-LMIG

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. **ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT. THIS DOCUMENT CAN BE FOUND IN THE BID PROPOSAL SECTION.** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

0103 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all

except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

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 with a significant portion (minimum of fifty (50) %) to be completed in 2023 and to fully complete the project by May 31, 2024. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard (jsheppard@daltonga.gov) and to be given consideration must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

0114.01 Unit bid prices of various items as they relate to total bid price.

0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.

0114.03 Litigation record of the Bidder.

0114.04 Satisfactory completion of similar projects.

0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, 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.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners 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. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

0121 SALES TAX NOTICE

Bidders are hereby advised that they are not entitled to take advantage of Owner's tax-exempt status and all bids should reflect sales tax on any materials purchased.

..... END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Bartow Paving Company, Inc.

of the City of Cartersville State of Georgia and County of Bartow

as Principal and Philadelphia Indemnity Insurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of ---Five Percent (5%) of Amount Bid---

Dollars (\$ ---5%---) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this 28th day of July, 2023

The condition of the above obligation is such that whereas the Principal has submitted to
the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part
hereof to enter into a contract in writing for the construction of the project entitled:

2023 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2023-LMIG

NOW, THEREFORE,


- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto *(properly completed in accordance with
said bid)* and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

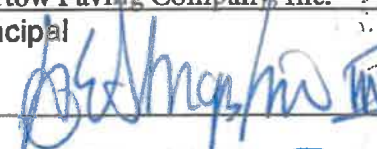
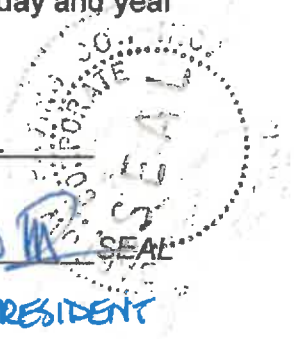
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


Witness As To Principal
LANDIS S. CARNES


Witness As To Surety Cynthia Kay Troxel

Bartow Paving Company, Inc.
Principal

By  
GE SHROPSHIRE, III, PRESIDENT

Philadelphia Indemnity Insurance Company
Surety

8358 Main Street, Woodstock, GA 30188
Address

By  
Attorney-in-Fact Marvella Brinkola

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John David Potts, Melissa Potts, Marvala Erinkitola & Cynthia Kay Troxel of Founders Insurance Group, LLC a division of Oakbridge Insurance Agency, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



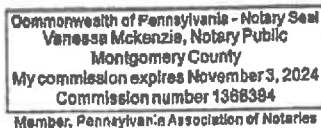
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of July, 20 23.



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BID PROPOSAL

Place CARTERSVILLE, GA
Date 08/11/2023

Proposal of BARTOW PAVING COMPANY, INC. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of CARTERSVILLE
State of GEORGIA and County of BARTOW, * ~~an individual~~, a
corporation, ~~or a partnership~~ doing business as BARTOW PAVING COMPANY, INC.

TO: CITY OF DALTON, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2023 Milling and Resurfacing , VARIOUS CITY STREETS, PW-2023-LMIG having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder 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. Fifty percent (50%) of the contract is to be completed by December 31, 2023 and the project is to be fully complete by May 31, 2024. Bidder 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."

Bidder acknowledges receipt of the following addenda:

#1 dtd 07/05/23 and #2 dtd 07/18/23

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond ~~or certified check on the~~ _____ of _____ in the amount of 5% according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

G.E. SHROPSHIRE, III, PRESIDENT, 39 CASSVILLE RD, CARTERSVILLE, GA 30120

C. ANDREW SHROPSHIRE, V.P./SEC, 2 VIRGINIA CIRCLE, ROME, GA 30161

BID PROPOSAL
(Continued)

Dated at:

BARTOW PAVING COMPANY, INC., CARTERSVILLE, GA

The 11th day of AUGUST, 2023

Brian Bullock

Principal

By **BRIAN BULLOCK**
CHIEF ESTIMATOR



Bid Proposal Form - Dalton Project No. PW-2023-LMIG

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	\$ 131,298.67	TRAFFIC CONTROL	\$ 131,298.67
402-1812	8	TN	\$ 139.85	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$ 1,118.80
402-3100	659	TN	\$ 139.65	RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H-LIME	\$ 92,029.35
402-3102	825	TN	\$ 152.33	RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, BLEND I, INCL BITUM MATL & H-LIME	\$ 125,672.25
402-3130	5,145	TN	\$ 158.83	RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MTL. AND H-LIME	\$ 817,180.35
402-3190	459	TN	\$ 155.63	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$ 71,434.17
402-3121	919	TN	\$ 153.32	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$ 140,901.08
413-1000	6,174	GL	\$ 8.30	BITUM TACK COAT	\$ 51,244.20
432-5010	69,510	SY	\$ 2.59	MILL ASPH CONC PVMT., VARIABLE DEPTH	\$ 180,030.90
432-5010	4,300	SY	\$ 13.95	MILL ASPH CONC PVMT., VARIABLE DEPTH (FOR DEEP PATCHING)	\$ 59,985.00
611-8050	123	EA	\$ 46.42	MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	\$ 5,709.66
653-0100	3	EA	\$ 500.00	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	\$ 1,500.00
653-0120	15	EA	\$ 75.00	THERMOPLASTIC PVMT. MARKING, ARROW, TP 2	\$ 1,125.00
653-1704	272	LF	\$ 10.50	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN., WHITE	\$ 2,856.00
653-1804	176	LF	\$ 2.00	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN., WHITE	\$ 352.00
653-2501	5.144	LM	\$ 2,753.21	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., WHITE	\$ 14,162.51
653-2502	6.150	LM	\$ 2,750.00	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., YELLOW	\$ 16,912.50
653-4501	0.047	GLM	\$ 1,861.00	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN., WHITE	\$ 87.47
653-6004	106	SY	\$ 7.50	THERMOPLASTIC TRAFFIC STRIPING, WHITE	\$ 795.00
654-1001	848	EA	\$ 5.00	RAISED PVMT MARKERS TP 1	\$ 4,240.00
654-1003	32	EA	\$ 5.00	RAISED PVMT MARKERS TP 3	\$ 160.00
				TOTAL BID PROPOSAL	\$ 1,718,794.91

Authorized Bidding Rep. Signature & Title

Brian Bullock Chief Estimator

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:

Bartow Paving Company, Inc.
1055 Rowland Springs Rd.
Cartersville, GA 30121

OWNER *(Name and Address)*:

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location)*:

2023 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2023-LMIG

SURETY *(Name and Principal place of Business)*:

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)*:

Bartow Paving Company, Inc.
1055 Rowland Springs Rd.
Cartersville, GA 30121

OWNER *(Name and Address)*:

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location)*:

2023 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2023-LMIG

SURETY *(Name and Principal place of Business)*:

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 18th day of September, 2023, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Bartow Paving Company, Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Cartersville, County of Bartow, and State of Georgia
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:

2023 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2023-LMIG

hereinafter called the "Project", for the sum of \$1,718,794.91
Dollars () 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 specifications 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. Fifty percent (50%) of the
contract is to be completed by December 31, 2023 and the project is to be fully complete
by May 31, 2024. 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

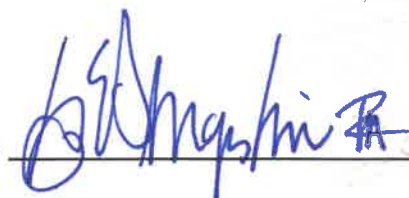
Witness


Title

ATTEST:




Secretary

By:  _____ SEAL



Witness



President
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

149803

11/03/2009

EEV/Basic Pilot Program* User Identification Number

Brian Bullock

08/11/2023

BY: Authorized Officer or Agent

Date

(Contractor Name) **BARTOW PAVING COMPANY, INC.**

CHIEF ESTIMATOR

Title of Authorized Officer or Agent of Contractor

BRIAN BULLOCK

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

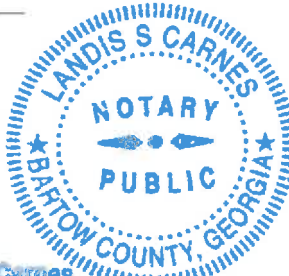
11th DAY OF **AUGUST**, 20**23**

Landis S. Carnes

Notary Public

My Commission Expires:

Landis S. Carnes
Notary Public, Bartow County, GA
My Commission Expires November 5, 2024



* 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 (SSA).

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 Advertisement for Bids; Instructions to Bidders; Bid Package; 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 are intended to conform and agree with the Specifications; 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. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

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.

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 0323 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 purposed 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 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, 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 (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$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
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- 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, 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

SECTION 0300: APPENDIX A

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 DALTON PROJ. NO. PW-2023-LMIG.

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 SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND GIS 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. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND CONSTRUCTION DETAILS.
3. **THE BEGINNING AND ENDING TERMINI FOR EACH RESURFACING PROJECT ARE SHOWN ON THE LOCATION MAPS AND PROJECT SUMMARY REPORT INCLUDED IN THE GENERAL NOTES (SECTION 0400).**
4. QUANTITIES FOR MILLING AND RESURFACING OF DECELERATION LANES, FLARES (WIDTH TRANSITIONS), ETC., ARE INCLUDED WITHIN THE DETAILED ESTIMATE.
5. MILLING AND PAVING OF TURNOUTS FOR SIDEROADS SHALL BE REQUIRED **WHEN DIRECTED BY THE PROJECT ENGINEER** TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM THE MAINLINE BEING RESURFACED. UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER, THE MILLING AND PAVING OF TURNOUTS FOR SIDE ROADS SHALL BE TO THE BACK OF RADIUS FOR EACH SIDE STREET. QUANTITIES FOR THESE AREAS ARE INCLUDED ON THE DETAILED ESTIMATE.
6. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY. **MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED.**
7. FAILURE BY THE CONTRACTOR TO COVER MILLED SURFACES WITHIN FOURTEEN (14) CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED AT A RATE OF \$200 PER DAY LEFT EXPOSED.
8. 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 IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
9. PERMANENT STRIPING: THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS

ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION ONLY WHEN APPLICABLE. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPIING INCLUDING REQUIRED STOP BARS AND PROVIDING CONSTRUCTION LAYOUT WILL BE PAID FOR UNDER 653 PAY ITEMS.

10. EDGELINES – EDGELINES SHALL **ONLY** BE INSTALLED AS DIRECTED ON THE PROJECT SUMMARY SHEET SHOWN IN THIS SECTION.
11. RPMS- RPMS SHALL BE INSTALLED AS SHOWN IN GDOT CONSTRUCTION DETAIL T-15A.
12. THIS PROJECT DOES NOT REQUIRE A NOI.
13. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF GDOT SPECIFICATIONS.
14. THIS PROJECT IS A GDOT LMIG PROJECT. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE PROJECT SUMMARY SHEET FOR ALL STREETS WHICH WILL BE RESURFACED. **DESIGN MIXES FOR THESE LMIG STREETS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN ADVANCE.** PLEASE SUBMIT MIX DESIGNS TO THE OWNER FOR APPROVAL UPON NOTICE OF AWARD. FAILURE TO MEET THESE SPECIFICATIONS CAN RESULT IN GDOT NOT REIMBURSING THE CITY FOR THE MATERIALS USED.
15. ASPHALT PATCHING IS PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT AS DIRECTED ON THE PROJECT SUMMARY SHEET.
16. THE REPLACEMENT OF TRAFFIC SIGNAL LOOPS IS NOT PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THIS WORK USING IN-HOUSE FORCES.
17. THE CONTRACTOR SHALL BEGIN MILLING THE FULL WIDTH OF THE ROADWAY ONE HUNDRED (100) FEET AT THE BEGINNING AND ENDING OF THE PROJECT AT EACH PROJECT TERMINI (ONLY FOR STREETS THAT REQUIRE MILLING). THE CONTRACTOR SHALL COMPLETE THIS MILLING SUCH THAT AT THE POINT THAT FULL WIDTH MILLING BEGINS, THE ROADWAY SHALL BE MILLED FROM 0" DEPTH AND TAPER (FADE) TO 1 ½" DEPTH BUTT JOINT TO PROVIDE A SMOOTH TIE IN DURING PAVING OPERATIONS. QUANTITIES FOR THE FULL WIDTH MILLING ARE INCLUDED IN THE DETAILED ESTIMATE PAY ITEM.
18. **BIDDERS SHOULD REFER TO THE PROJECT SUMMARY SHEET INCLUDED IN THE GENERAL NOTES (0400) SECTION FOR SPECIFIC MILLING REQUIREMENTS/DETAILS FOR EACH STREET INCLUDED IN THIS PROJECT.**

UPON COMPLETION OF THE MILLING OPERATIONS, THE CONTRACTOR SHALL REMOVE ANY REMAINING ASPHALT "STRIP/SLIVER" CREATED IN THE GUTTER AS A

RESULT OF MILLING OPERATIONS (IF APPLICABLE). THIS "STRIP" SHALL BE REMOVED PRIOR TO PLACEMENT OF ASPHALT RESURFACING IF PAVING IN THE GUTTER IS REQUIRED BECAUSE OF PRE-EXISTING CONDITIONS.

19. MATERIALS TRANSFER VEHICLE (MTV, SHUTTLE BUGGY) – THE CONTRACTOR SHALL UTILIZE A MATERIALS TRANSFER VEHICLE WHEN PLACING ASPHALTIC CONCRETE MIXTURES ON THIS PROJECT ONLY AS REQUIRED BY THE APPLICABLE GDOT STANDARD SPECIFICATION.
20. PILOT VEHICLE SHALL BE USED FOR TWO (2) LANE SECTIONS OF HAMILTON STREET, AS DIRECTED BY PROJECT ENGINEER.
21. BUMP SIGNAGE – BUMP SIGNAGE SHALL BE INSTALLED ON ALL TRANSVERSE "BUTT" JOINTS CREATED AS A RESULT OF MILLING OPERATIONS. CONTRACTOR SHALL PLACE A WEDGE OF COLD MIX ASPHALT ON TRANSVERSE JOINTS AS A TEMPORARY MEASURE OF PROVIDING A SMOOTH TRANSITION TO PROJECT TIE-INS. THIS COLD MIX WEDGE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO COMMENCING RESURFACING. THE OWNER IS NOT RESPONSIBLE FOR DAMAGED VEHICLES CAUSED BY TRANSVERSE "BUTT" JOINTS.
22. LEVELING – LEVELING SHALL ONLY BE PLACED ON THE PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
23. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE COMPLETED BY THE CONTRACTOR ON **RESIDENTIAL STREETS BETWEEN THE HOURS OF 9:01PM THROUGH 7:59AM (I.E. NO NIGHTTIME WORK ON RESIDENTIAL STREETS)**. FOR STREETS IN **COMMERCIAL AND INDUSTRIAL DISTRICTS, NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 7:01AM THROUGH 7:59AM (I.E. NO WORK ON COMMERCIAL DISTRICT STREETS DURING THE AM RUSH)**. FOR A SECTION 500 FT EACH DIRECTION FROM THE FRIENDSHIP HOUSE (1300 S. HAMILTON ST.), NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:30 AM THROUGH 8:30 AM AND 5:00 PM THROUGH 5:45 PM. FOR A SECTION 500 FT EACH DIRECTION FROM FIRST STUDENT (1810 S. HAMILTON ST.), NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 5:30 AM THROUGH 8:30 AM. CONTRACTOR SHALL MAINTAIN ACCESS TO FIRST STUDENT BETWEEN THE HOURS OF 1:00 PM THROUGH 4:00 PM. THE CONTRACTOR SHALL KEEP AT LEAST ONE TRAVEL LANE OPEN IN EACH DIRECTION OF TRAVEL AT ALL TIMES. LIQUIDATED DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.
24. THE CONTRACTOR WILL BE PERMITTED TO USE ADVANCED WARNING SIGNS ON TRIPODS THROUGHOUT THE PROJECT AS LONG AS THE SIGNS AND TRIPODS CONFORM TO THE REQUIREMENTS ESTABLISHED BY PART 6 OF THE MUTCD AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF THE GEORGIA DOT STANDARD SPECIFICATIONS.
25. THE CONTRACTOR WILL NOT BE REQUIRED TO PERFORM ANY SHOULDER BUILDING/GRASSING NOR PLACE WORK ZONE BARRELS OR LOW/SOFT SHOULDER SIGNS AFTER PLACING ASPHALT TOPPING ON STREETS WITHOUT CURB AND

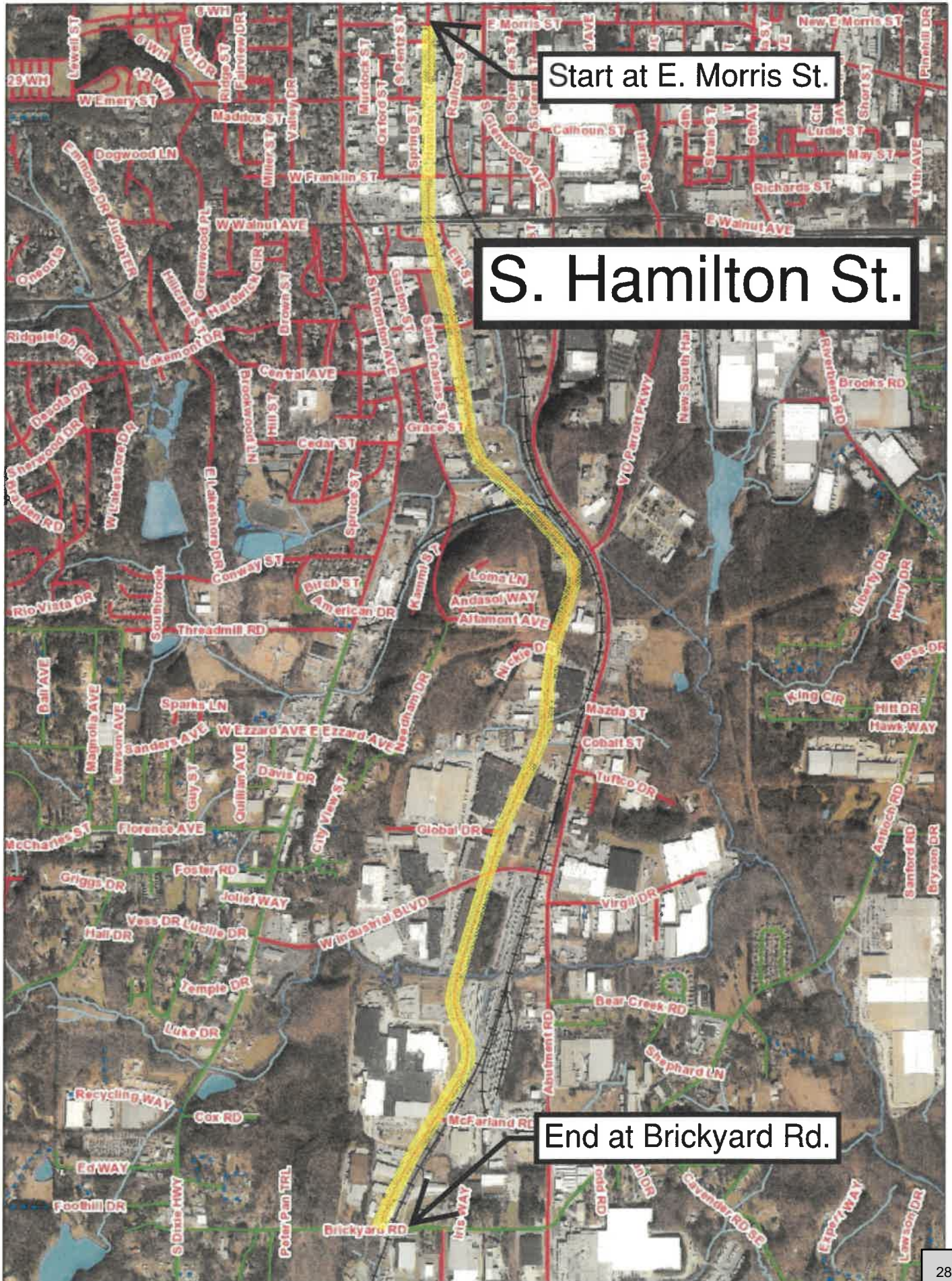
GUTTER. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THE PREVIOUSLY MENTIONED WORK ITEMS USING IN-HOUSE FORCES.

26. **MILLING/REMOVAL OF ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING** – CONTRACTOR SHALL PROVIDE UNIT PRICING TO PERFORM THE NECESSARY MILLING AROUND IN-PAVEMENT UTILITY MANHOLES AND VALVES. THIS MILLING WILL REQUIRE A SMALL MILLING MACHINE TO APPROPRIATELY MILL AROUND THE UTILITY INFRASTRUCTURE AT THE SAME MILLING DEPTH SPECIFIED FOR EACH STREET TO PREPARE FOR RESURFACING. THE UNIT PRICE FOR THIS WORK SHOULD INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THE WORK.
27. FAIRFIELD DRIVE SHALL BE MILLED 3" AND OVERLAID WITH 3" OF 9.5 MM TYPE 1, GP 1 OR BLEND 1, SUPERPAVE AT 330 LBS/YD². ALL OTHER STREETS SHALL BE MILLED 1.5" AND OVERLAID 1.5" WITH THE RESPECTIVE HMA MIX, PER THE PROJECT SUMMARY SHEET.
28. HAMILTON STREET DEEP PATCHING SHALL ENCOMPASS MILLING 7.5" AND OVERLAY 4" OF 25 MM GROUP 1 OR 2 SUPERPAVE AT 440 LBS/YD² AND 2" OF 19 MM GROUP 1 OR 2 SUPERPAVE AT 220 LBS/YD² FOR THE TWO BASE LAYERS, AND 1.5" OF 12.5 MM GROUP 2 ONLY AT 165 LBS/YD² FOR THE SURFACE COURSE.
29. WESTCHESTER AND 11TH AVENUE DEEP PATCHING SHALL ENCOMPASS MILLING 6" AND OVERLAY 3" OF 25 MM GROUP 1 OR 2 SUPERPAVE AT 330 LBS/YD² AND 1.5" OF 19 MM GROUP 1 OR 2 SUPERPAVE AT 165 LBS/YD² FOR THE TWO BASE LAYERS, AND 1.5" OF 12.5 MM GROUP 2 ONLY AT 165 LBS/YD² FOR THE SURFACE COURSE.

2023 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2023-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?	Deep Patching
1	S. Hamilton Street	E. Morris St.	Brickyard Rd.	3.190	Varies from 23' to 40'	Yes; 1.5" full width mill	402-3130	4521	165 lbs/square yard	Edgelines, Centerlines, Crosswalk, White Hatching, Stop Bars, Arrows	Yes	Yes
2	Fairfield Drive	Mineral Springs Rd.	Mineral Springs Rd.	0.264	22'	Yes, 3.25" full width mill	402-3102 402-3130	312.2 624.3	135 lbs/square yard 220 lbs/square yard	N/A	No	No
3	Sheffield Place	Cul-de-sac	Kingsridge Dr.	0.152	Varies from 22' to 23'	Yes, 1.5" full width mill	402-3100	207.4	165 lbs/square yard	N/A	No	No
4	Kingsridge Drive	Cul-de-sac	Westchester Dr.	0.151	Varies from 22' to 25'	Yes, 1.5" full width mill	402-3100	218.7	165 lbs/square yard	N/A	No	No
5	Westchester Drive	Cul-de-sac	Dug Gap Rd.	0.151	22'	Yes, 1.5" full width mill	402-3100	233	165 lbs/square yard	Stop Bar Only	No	Yes
6	Eleventh Avenue	E. Morris St.	Dead End	0.344	Varies from 24' to 29'	Yes, 1.5" full width mill	402-3102	441.2	165 lbs/square yard	Stop Bar Only	No	Yes
Total =				4.252								

ArcGIS Web Map



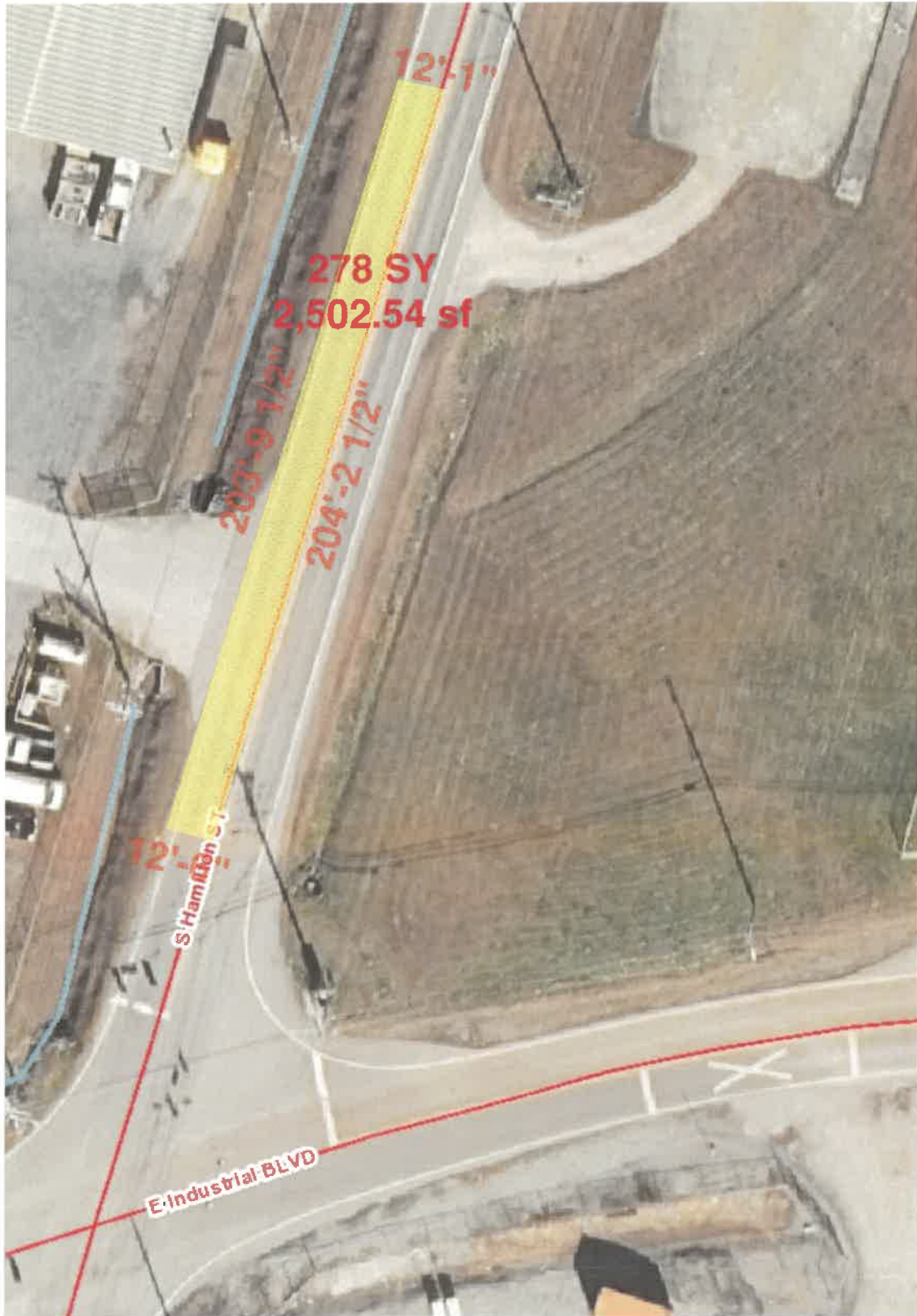
South Hamilton Deep Patching
South of Industrial Blvd. - Gate 2 of Mohawk Industries



South Hamilton Deep Patching Industrial Blvd. Intersection



South Hamilton Deep Patching North of Industrial Blvd. Intersection



South Hamilton Deep Patching Near First Student - Nickie Dr.



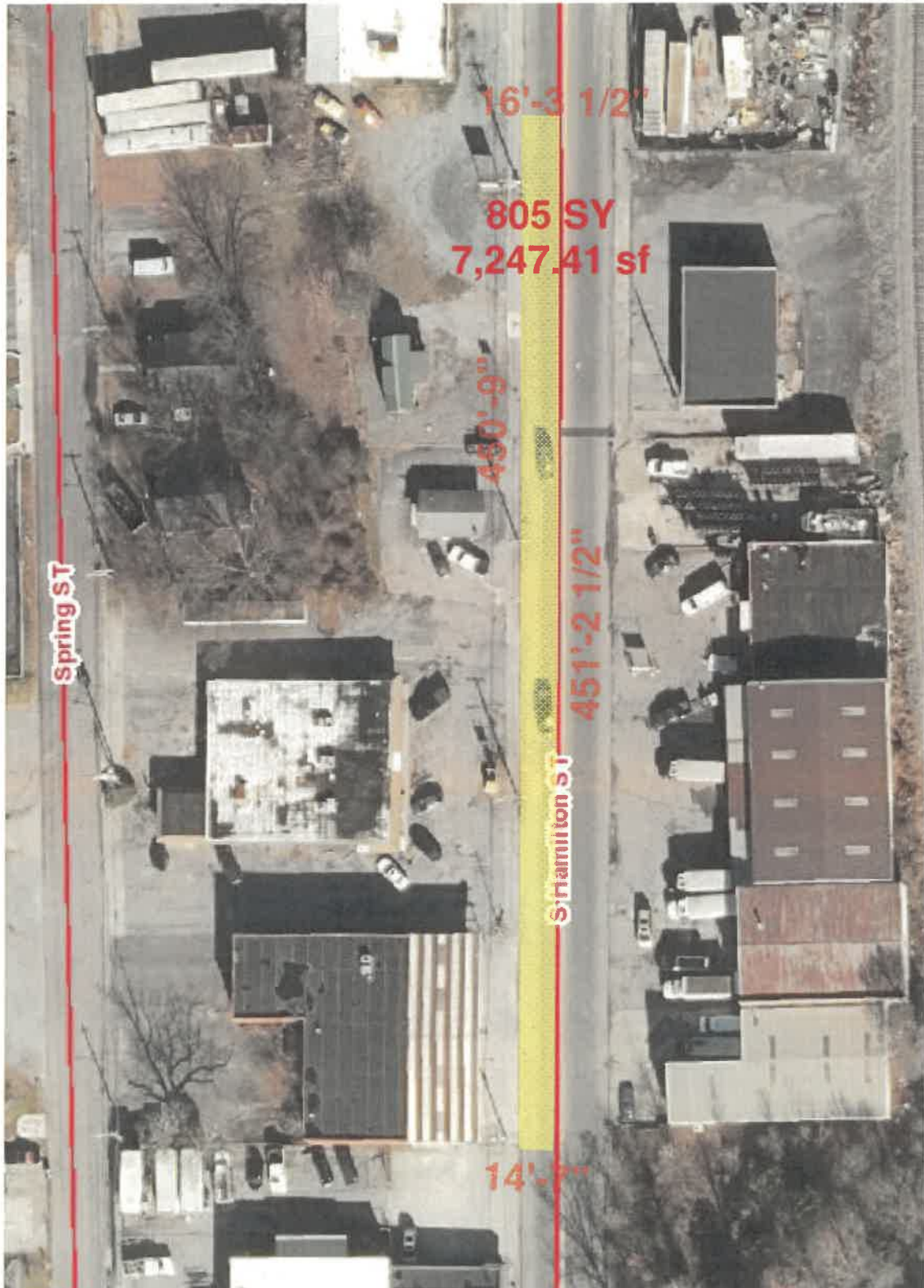
South Hamilton Deep Patching Friendship House

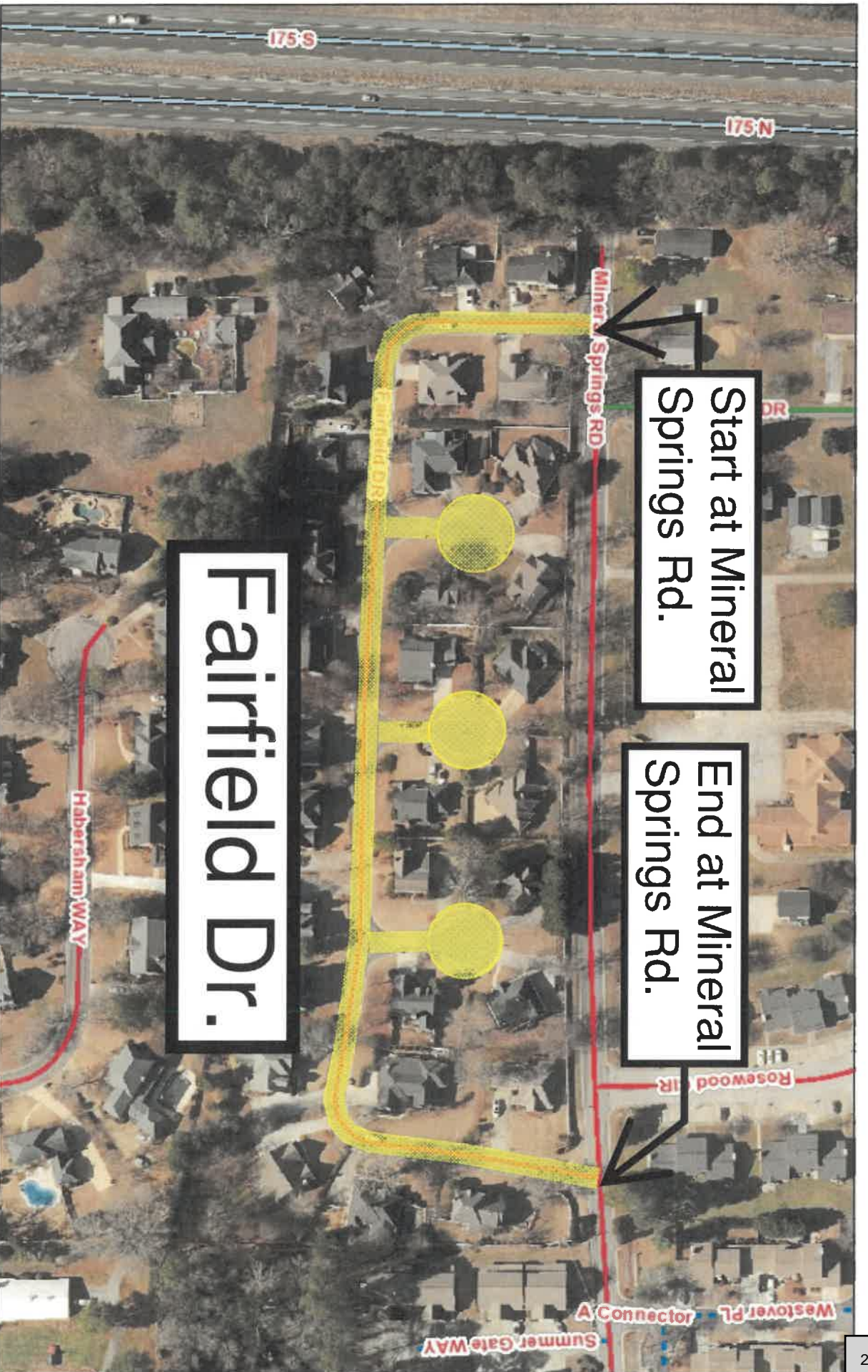


South Hamilton Deep Patching South of Emery St. - 1



South Hamilton Deep Patching South of Emery St. - 2





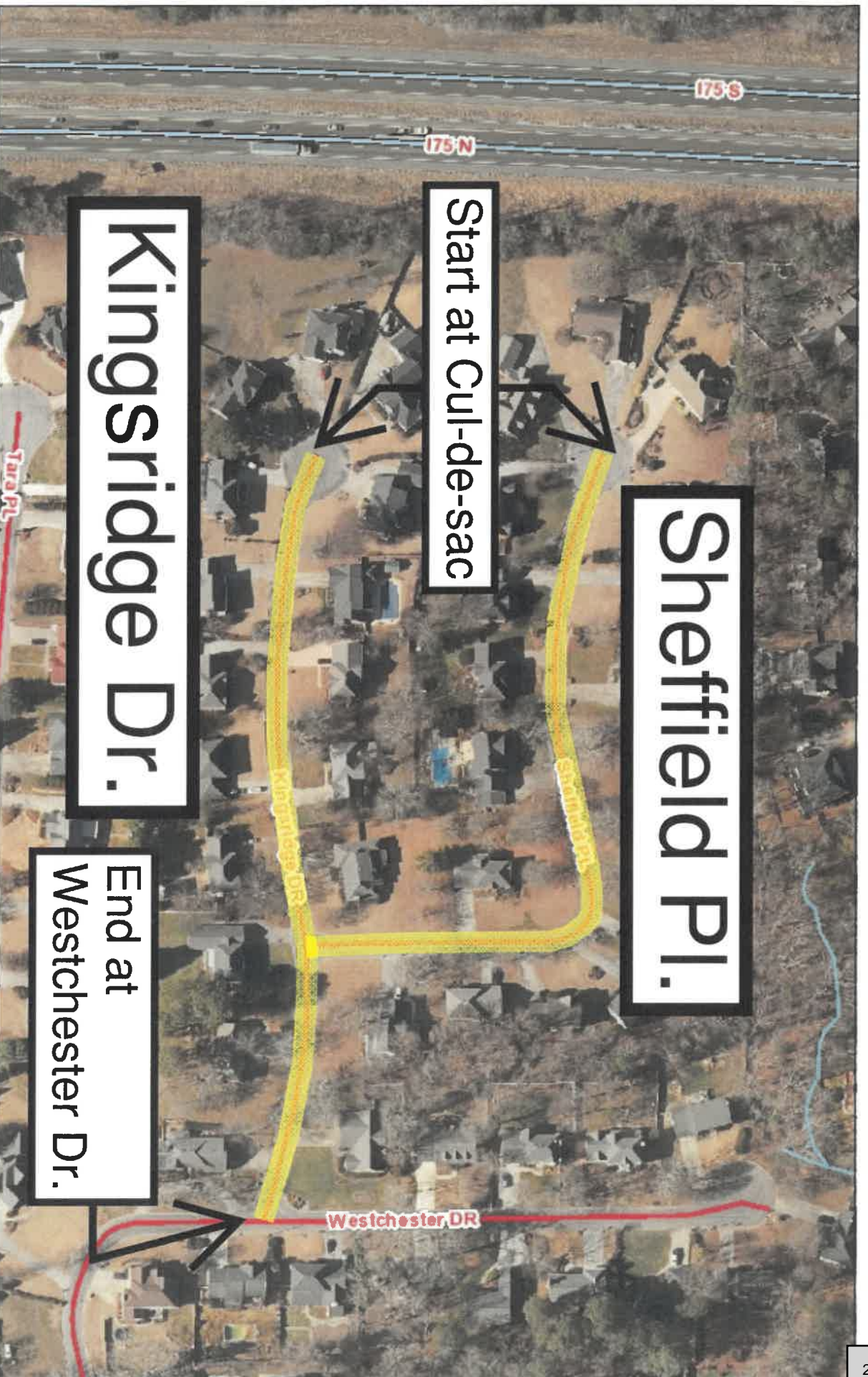
Start at Mineral Springs Rd.

End at Mineral Springs Rd.

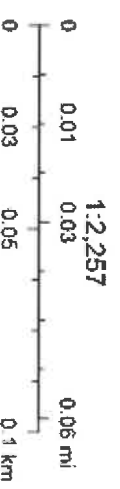
Fairfield Dr.

12/8/2022, 11:03:05 AM





12/8/2022, 11:06:52 AM



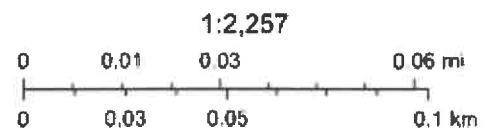


Westchester Dr.

Start at
Cul-de-sac

End at Dug Gap Rd.

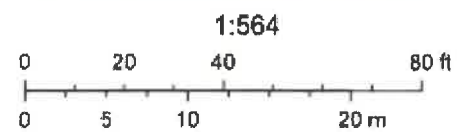
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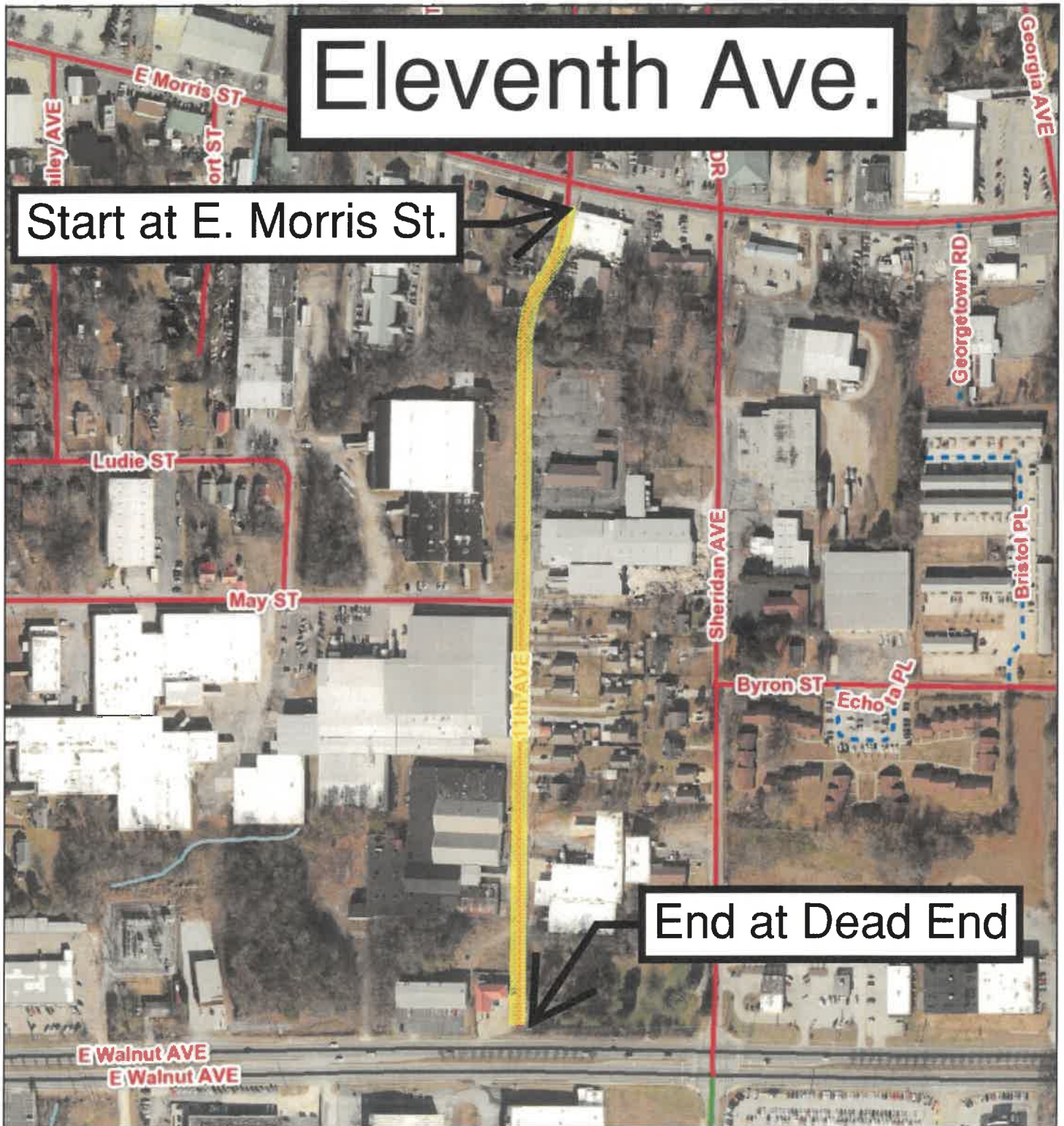


Westchester Dr. Patching

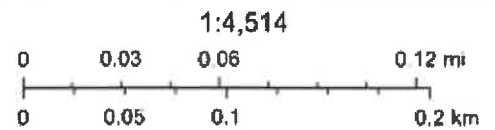


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6/14/2023, 11:50:18 AM



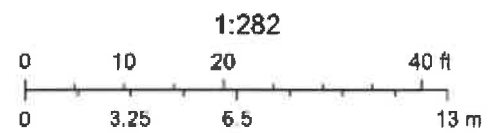
11th Ave. Patching Dead End



11th Ave. Patching



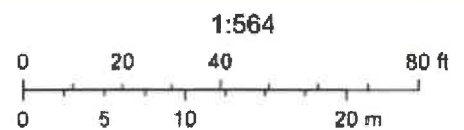
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11th Ave. Patching - Church



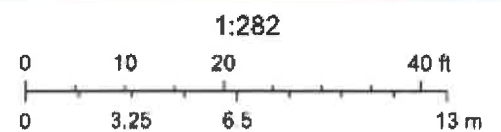
6/16/2023, 3:40:57 PM



11th Ave. Patching - Culvert & 407



6/16/2023, 4:03:03 PM





1055 Rowland Springs Rd. | Cartersville, GA 30121 | www.bartowpaving.com

Info@bartowpaving.com | P: (770) 382-2025 | F: (770) 387-1309

STATEMENT OF POLICY 01/01/2023

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race religion sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Furthermore, it is the policy of this Company to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act of 1964, Executive Order No. 11246, and amendments thereto. A copy of this statement of policy shall be furnished to all our sub-contractors, and major suppliers, and shall be posted at our offices and bases of operation. This policy will be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

NOTICE ENCOURAGING REFERRAL OF MINORITY AND FEMALE APPLICANTS

We encourage employees to refer minority and female applicants for employment. If you know a minority or female who is seeking employment, please refer them to us.

COMPLAINT PROCEDURES

To assure implementation of the above policy Travis Christiansen is designated as the Equal Employment Opportunity Officer. Any complaint of alleged discrimination by this Company should be brought to his attention. He may be contacted in writing at 1055 Rowland Springs Road, Cartersville, GA 30121 or by telephone at 770-382-2025.

AFFIRMATIVE ACTION

The equal employment objective of the Company is to achieve an employee profile that is an approximate reflection of the community's demographic distribution with respect to race and sex in each major job classification. This objective demands full utilization of minorities and women in all job classifications, as well as the absence of discrimination in employment as a result of race, religion, national origin, sex, age, disability, veteran status or any other condition or status protected by applicable federal or state statutes, except where a bona fide occupational qualification applies.

In addition to our commitment to provide equal opportunities to all qualified individuals, we will make every effort to reach an appropriate mix of employees with respect to minority employment in order to maintain our status as an equal opportunity employer in every sense of the word.

By executing this agreement, you agree to adopt the above policy statement and provide us with the name, address and phone number of your Equal Employment Officer.


GEORGE E. SHROPSHIRE, III, PRESIDENT


TRAVIS CHRISTIANSEN, EEO OFFICER



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 8, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 2BA780

Bartow Paving Company, Inc
1055 Rowland Springs Road
Cartersville, GA 30121

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: **\$117,600,000.00**

CERTIFICATE EXPIRES: **April 30, 2025**

PRIMARY WORK CLASS/CODE: **400**

SECONDARY WORK CLASS(ES)/CODE(S): **205, 209, 301, 310, 432 and 550**

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 Subcontractor may request an extension of its current registration **prior** to the expiration date of the registration 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 registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor 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 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: 2023.05.11 13:29:41-04'00'

MM:TKA



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **BARTOW PAVING
COMPANY, INC.** Control Number: **H505605**

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

Business Purpose: **NONE**

Principal Office Address: **1055 Rowland Springs
Road, Cartersville, GA,
30120-1685, USA** Date of Formation /
Registration Date: **2/18/1950**

State of Formation: **Georgia** Last Annual Registration
Year: **2022**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHROPSHIRE GEORGE**

Physical Address: **1055 ROWLAND SPRINGS ROAD, CARTERSVILLE, GA, 30121, USA**

County: **Bartow**

OFFICER INFORMATION

Name	Title	Business Address
Charles Andrew Shropshire	Secretary	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CEO	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CFO	1055 Rowland Springs Road, Cartersville, GA, 30120, 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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[Report a Problem](#)

307

Occupational Tax Certificate

City of Cartersville, Georgia



Business Mailing Address:

G.E. SHROPSHIRE
BARTOW PAVING COMPANY, INC
PO BOX 2045
CARTERSVILLE, GA 30121

Certificate Number
0001202201076

Business Address: 1055 ROWLAND SPRINGS RD SE

Business Type: 324121 - Asphalt Paving Mixture and
Block Manufacturing

Customer Number: LCB201700430

Certificate Issued To: BARTOW PAVING COMPANY, INC

Certificate Amount: 675.00

Expiration Date: 12/31/2023

A handwritten signature in black ink that reads "Randy Manning".

Date Issued: November 07, 2022

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE**

MISC00000889315



SYSTEM FOR AWARD MANAGEMENT

Bartow Paving Company, Inc.
DUNS: 033620337 CAGE Code: 0J4R5
Status: Active
SAM Unique Entity ID: L9YUALBPP4H7
Expiration Date: 05/01/2024
Purpose of Registration: All Awards

1055 Rowland Springs Rd
Cartersville, GA, 30121-2951
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 033620337
Name: Bartow Paving Company, Inc.
Business Type: Business or Organization
Last Updated by: LANDIS CARNES
Registration Status: Active
Activation Date: 05/04/2023
Expiration Date: 05/01/2024

Exclusion Summary

Active Exclusion Records? No

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BARTOW PAVING COMPANY, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1055 ROWLAND SPRINGS ROAD		Requester's name and address (optional)
6 City, state, and ZIP code CARTERSVILLE, GEORGIA 30120-2951		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	8	-	0	8	3	3	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

08/11/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DRUG-FREE

Certification

Bartow Paving Company, Inc.

Has Been Certified As A
DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers Compensation

March 10, 2023

This Day of

March 10, 2024

And Expires



CHAIRMAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cobbs Allen
115 Office Park Drive, Suite 200
Birmingham AL 35223

CONTACT NAME: Susan Gore
PHONE (A/C, No, Ext): 205-874-1305 FAX (A/C, No): 205-414-8105
E-MAIL: sgore@cobbsallen.com
ADDRESS:

INSURED
Bartow Paving Company, Inc.
1055 Rowland Springs Road
Cartersville, GA 30121

BARTO-2

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Arch Insurance	11150
INSURER B: Travelers P&C of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 698956615

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZAGLB9215806	10/1/2022	10/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ZACAT9238006	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP3S966117	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS	<input checked="" type="checkbox"/> N/A	ZACAT9381906	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability -
- Blanket Additional Insured if required by written contract
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract
- Primary and Non-Contributory if required by written contract

Automobile Liability -
- Blanket Additional Insured if required by written contract
See Attached...

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cobbs Allen		NAMED INSURED Bartow Paving Company, Inc. 1055 Rowland Springs Road Cartersville, GA 30121
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract
- Primary and Non-Contributory if required by written contract
- Hired Car Physical Damage is ACV or Cost of Repair which ever is less

Workers' Compensation -

- Broad Form - All States
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract

Umbrella

- Follow Form GL, Auto and Work Comp
- Blanket Waiver of Subrogation if required by written contract
- 30 Day Notice of Cancellation if required by written contract
- Primary basis or Primary and Non-contributory if required by written contract or agreement



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/18/2023

Agenda Item: Award of Dalton Parks and Recreation Synthetic Turf Replacement Project

Department: Parks and Recreation Department

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$381,340.00

Funding Source if Not in Budget 2023 Capital Improvement Project Fund

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

The Parks and Recreation Department requested competitive sealed proposals for the Dalton Parks and Recreation Synthetic Turf Replacement Project on August 4, 2023. Interviews were conducted with each proposer. After interviews, an invitation to submit a best and final offer was provided to each. Based on the submitted offers and the various proposal evaluation criteria, The Parks and Recreation Department recommends awarding the Dalton Parks and Recreation – Synthetic Turf Replacement project to ActGlobal.

The project total entails the manufacturing of materials and installation of new synthetic turf for the listed complexes. The total for both Mack Gaston Community Center and Joan Lewis is \$1,248,426. The individual sum of each complex is listed below.

Mack Gaston Community Center - \$299,357.00

Joan Lewis Park - \$81,983.00

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

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this _____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and ActGlobal., hereinafter referred to as "CONTRACTOR".

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on the project site located at 218 North Fredrick St. Dalton, GA, 30721 and 700 Fourth Ave., Dalton, GA, 30721 hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint, and solvents or, other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of the CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount and stored and used only as approved by the CITY and in accordance with applicable federal, state, and local statutes, ordinances, rules and regulations in force during the term of this Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Seal Competitive Proposals – "Dalton Parks and Recreation -Synthetic Turf Replacement for Mack Gaston Community Center Multipurpose Field" which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before February 1, 2023.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 381,340 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.

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

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

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

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
 - (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, 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 CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (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 CONTRACTOR'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.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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

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

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

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

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

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

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

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

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

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

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

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

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

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

15. **SUBCONTRACTORS:** The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. 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 nor 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/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: ActGlobal Act Global Americas Inc.
Attn: Candice Robb
4201 West Parmer Lane
Suite B 175
Austin, Texas, 78727

When so mailed, the notice shall be deemed to have been given as of the 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: This Agreement shall include the advertisement or invitation to sealed competitive proposals, Instructions to proposers, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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 CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

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

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

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

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period of two 1 year from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Bid Package for Request for Request for Seal Competitive Proposals – “Dalton Parks and Recreation -Synthetic Turf Replacement for Mack Gaston Community Center Multipurpose Field” including but not limited to a Performance Bond, in the amount proscribed by law, which is equal to the full value of the Contract Sum and must be increased proportionate to any increase in the contracted sum.

23. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

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

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR 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 CONTRACTOR 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.

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR: Act Global Americas, Inc.

By: Mark Weightman



Title: Vice President of Operations

Date September 14, 2023

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit “A”

The City of Dalton
Parks and Recreation Department
REQUEST FOR SEALED COMPETITIVE PROPOSAL – advertised on 6/19/2023
The sealed Envelope shall be marked with the following information:

“Dalton Parks and Recreation – Synthetic Turf Replacement”

SYNTHETIC TURF FIELD REPLACEMENT FOR:

Mack Gaston Community Center Multipurpose Field

SCHEDULE OF EVENTS	
Mandatory Pre-RFP Conference and site visit – 218 N. Fredrick St, Dalton, GA, 30721	July 10, 2023 at 2 pm
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov	3:00 PM July 12, 2023
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.	4:00 PM July 21, 2023 August 4, 2023 4 PM
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE:	SSN OR FEDERAL TAX ID:
ZIP:	TITLE OF AUTHORIZED REPRESENTATIVE:
EMAIL:	AUTHORIZED SIGNATURE:
PRINTED NAME:	

*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 acknowledgement of all applicable addenda (on the included form) with their solicitation. Offeror should not expect to be individually notified by the City of Dalton.

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NAME OF PROJECT:

Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field

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: **“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field”**.

The requirements for 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>

Caitlin Sharpe, csharpe@daltonga.gov will be contact person for questions. **All Proposers are should email Caitlin Sharpe to be added to the contact list.**

The City recognizes that there are multiple local synthetic turf manufacturers. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they submitted for the purpose of obtaining best and final offers.

Included in RFP packet will be Instructions to Proposers, Proposal Form which must be fully completed and submitted along with Bid Bond, and Executed E-Verify affidavit. Proposals not including executed E-verify affidavit 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 the 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:

- A. The Contractor's proposed synthetic turf system including durability, cost of ownership, specific application, player safety, warranty, and maintenance. (35 Points)
- B. The contractor's proposed sum of contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (30 Points)
- C. The installer's qualifications, certifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least five projects comparable in size and scope to this project. For purposes of this factor, the Project should not be more than 30 percent greater in scope or cost than the similar projects identified by contractor. (25 Points)
- D. The completeness and accuracy of proposals. (10 Points)

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 **July 21, 2023 4:00 PM August 4, 2023 4 PM.**

A total of 2 copies of the RFP, tabbed, in bound notebooks 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.

INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, wishes to replace the existing synthetic turf at Mack Gaston Community Center with a new synthetic turf meeting the minimum requirements listed below.

The contractor's proposal shall include a complete description of the proposed product and installation method including, but not limited to: backing, bedding material, infill material and depth, recommended % compaction of sub-grade material, drainage, and edge details. Please note: the product description will be weighed heavily in the evaluation of proposals. The contractors are encouraged to provide as much pertinent information as possible to allow the owner to make a clear evaluation of the proposed system. Installation details and product specifications should be included.

It is the City's desire to install quality, long-lasting synthetic turf systems at these locations to facilitate year-round, daily use. The contractor's proposal shall include all information necessary to demonstrate why the installation of its product will provide the best available system for the intended use. Any proposed system shall meet all impact and safety requirements. The contractors are encouraged to provide as much pertinent information as possible to allow the owner to make a clear evaluation of the proposed system. At a minimum, the Contractor's proposal shall include the following:

Synthetic Turf System: The Contractor's proposal shall include a detailed description of its proposed synthetic turf system including information on player safety, impact ratings, durability, cost of ownership, blade material/thickness, backing, seaming, drainage, thatch layer, edge details, infill material and installation.

Mack Gaston Community Center

- Synthetic Turf Minimum requirements:
- Pile Height 2” min.
- Face Weight 50 oz. min.
- Fiber Type: Slit Film & Monofilament
- Shock pad w/ minimum thickness of 16 mm
- Organic infill topper

The City wishes to include an additional location – Joan Lewis- within proposals. This is an alternate and should be priced separately. This proposal price should only include material and installation. It will be the responsibility of the City to complete all work related to preparation of the site for the installation of new synthetic turf. City will remove and dispose of the existing material.

See mandatory price sheet on page 18 - Joan Lewis Park

1. Synthetic Turf Minimum requirements:
2. Pile Height 2” min.
3. Face Weight 50 oz. min.
4. Fiber Type: Slit Film & Monofilament
5. Organic infill topper

(City encourages Proposer to propose better products and/or provide alternates to their pricing)

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 each 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).

Stone base and drainage: Proposals are to include unit price per ton of top dressing of the stone if needed.

Installer's Qualifications: The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations in the southeastern United States. Provide Owner references, project values and locations, and type of turf system. The proposal shall also include the installer's certifications from the manufacturer and professional associations. Synthetic Turf Contractors must provide references for fields constructed in the state of Georgia. Synthetic Turf Council Membership and Certified Field Builder (CFB) are encouraged and will be noted during interviews but are not mandatory.

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.

Maintenance: The Contractor's proposal shall provide a description of any proposed maintenance program included in its lump sum price for each field. The proposal shall also include information for any additional maintenance programs that are available along with the proposed cost.

Lump Sum Price: On the attached proposal form, provide the lump sum price for a complete installation of each field as described in the Contractor's proposal. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal.

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

Alternates: (at contractor's option)

Contractors are encouraged to offer any voluntary deviations to the above described system in the form of an alternate. Provide a detailed description in the form of one of the following:

PROPOSAL FORM

EXHIBIT “A”

NAME OF PROJECT: Synthetic Turf Field Replacement For Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: _____ (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: **“Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field”** at 218 N. Fredrick St, Dalton, GA, 30721. This Proposal is submitted in response to the City’s Request for Proposals dated 6/19/2023.

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 Contractor that it has carefully read the “Instructions to Proposers”.

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. 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.

A. Base Proposal

The Contractor proposes to properly renovate the infield of each field to meet safety standards 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

Mack Gaston Community Center Field lump sum contract price of:

Joan Lewis Park Field:

The City recognizes that there are multiple local synthetic turf manufacturers. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they are submitted for the purpose of obtaining the best and final offers.

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 proposed infield repairs. 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.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2023.

NOTARY PUBLIC: _____

Commission Expirations: _____

SECTION 00130 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

CONTRACTOR:

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

_____,
as Surety (the “Surety”), and _____, 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: Synthetic Turf Field Replacement for Mack Gaston
Community Center Multipurpose Field

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 ____ day of _____, 2023.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2023.

NOTARY PUBLIC: _____

Commission Expirations: _____

[NAME OF SURETY]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2023.

NOTARY PUBLIC: _____

Commission Expirations: _____

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

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.

BY: Authorized Officer or Agent

Date

Authorization Date for EEV Program

Contractor Name

Employment Eligibility (EEV) #

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This ____ day of _____, 20____

Notary Public

My Commission Expires:

***MUST BE NOTARIZED**

*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.

Checklist for Bid Documents

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. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Company's Name: _____ **Date:** _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

REFERENCES

Must list references of three similar projects and site contact information

Project #1

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

Project #2

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

Project #3

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

<p align="center">“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field”</p> <p align="center">Price Sheet</p>	
Mack Gaston Community Center	Lump sum: \$ _____
Nailer Board (Unit Price per LF)	\$ _____
Concrete Curb (Unit Price per LF)	\$ _____
Stone Top Dressing (Price per Ton)	\$ _____
<p align="center">“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field”</p> <p align="center">Add Alternate: Joan Lewis Park Field</p> <p align="center">Price Sheet</p>	
Joan Lewis	Lump sum: \$ _____
Nailer Board (Unit Price per LF)	\$ _____
Concrete Curb (Unit Price per LF)	\$ _____

SUBMITTED:

Company Name

Company Address

Authorized Signature

Print Name & Title

Additional Project Details:

Mack Gaston Community Center – 218 N Fredrick St., Dalton, GA, 30721



- Scope of Work: Replace synthetic turf for one large multipurpose fields
 - Equipment and Mobilization
 - Construction Entrance including fence Removal/Replacement
 - Sidewalk Protection
 - Erosion Control
 - Removal and recycling of Standard SBR/Sand Synthetic Turf System
 - Line striping matching the existing except the logo will not be included.
 - Line package must include soccer field lines and football field lines.
 - Soccer Fields:
 - Large: 50 yards x 100 yards

- Second field within the large field (75x50)
- Small-sided soccer fields size: 40 yards x 50 yards
- Football field dimensions:
 - 50 yards x 80 yards
- Maintenance/Grooming Equipment including owner training
- Manufacturer warranty
- Nailer board may have to be replaced (bid should include price per LF)
- Concrete curb may need to be replaced or repaired (bid should include price per LF)

Add Alternate – Joan Lewis Park - 700 Fourth Ave. **Dalton, GA 30721**



- Equipment and Mobilization
- Sidewalk Protection
- Erosion Control
- Line striping matching the existing except the logo will not be included.
- Manufacturer warranty
- Nailer board may have to be replaced (bid should include price per LF)
- Concrete curb may need to be replaced or repaired (bid should include price per LF)

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

Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field

Due Date and Time: ~~July 21, 2023 at 4 pm~~ **August 4, 2023 4 PM**

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

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





CORPORATE OFFICE | AMERICA
4201 West Parmer Lane
Suite B 175
Austin, Texas 78727 USA
T + 1.512.733.5300



BEST AND FINAL OFFER

August 25, 2023

Ms. Caitlin Sharpe
Director
Dalton Parks and Recreation Department
904 Civic Drive
Dalton, GA 30721

RE: Mack Gaston Community Center and Joan Lewis Park
Synthetic Turf Project – Best and Final Offer

Dear Ms. Sharpe:

First of all, Candice and I very much appreciate the time and efforts you have made throughout this process. You have made your community support and safety top priorities and we are pleased to highlight how we are the best option in this regard as we also sharpened our pencil for a best and final offer. We respectfully submit the following for your review accordingly.

Relationship Foundation – Community Values

Thank you very much for sharing your insights regarding the Joan Lewis Park in particular. You will notice that we are volunteering some upgrades to Joan Lewis Park since the specs do not include a shock pad. We highlight the following:

Social Culture – Act Global has a strong social culture that motivates us to improve communities and impact kids' lives while we execute our business objectives. Our Corporate Mission align with providing inspiration and opportunity to help those who want to improve their world. Act Global supports Homeless World Cup, CARE, World Vision, numerous community outreach play areas, and other charities. We have been recognized with two Synthetic Turf Council Philanthropy Award.

Technical Expertise to drive Player Safety - Act Global is a leader in synthetic turf research and development. We exist to improve player safety and performance at all levels. We have demonstrated this performance on NFL fields and our proposal features technology that we have used at the NFL level and on almost 300 FIFA certified fields, not to mention our World Rugby and Field Hockey Preferred Turf Producers credentials. In fact, our products and expertise have been delivered in over 90 countries around the world.

Partnership Approach

As I mentioned last Friday, you have my commitment to deliver a successful project that your community will love. Act Global looks to form partnerships and we have a TEAM approach. Our partnerships are solid and long lasting to ensure the best Quality Service for our team and clients alike.



Player Safety Approach

Act Global delivers its player safety and performance turf through a process of R&D, manufacturing and turnkey, in-house installation services.

We start with understanding injury rates and natural grass benchmarks. This includes testing:

- ✓ Natural grass fields for baseball (Houston Astros and NY Yankees spring training fields), football (NFL natural grass and Texas A&M Kyle Field) and soccer (FIFA testing).
- ✓ Performance for shock absorption, traction, foot stability, skin abrasion and ball interaction for baseball (splash, ball speed) and soccer (ball roll and bounce).
- ✓ Factors for fatigue, concussion and lower extremity risks.
- ✓ Environmental stewardship and infill that meets European Toy Standards, ASTM and Synthetic Turf Council Guidelines.



As part of this approach, we have included the following features to upgrade both locations:

BrockFill Upgrade compared to Coconut-based Infills

- BrockFill comes with a Performance Guarantee to meet the performance criteria of the One Turf Concept at installation. The One Turf Concept is supported by FIFA and includes many of the same tests I presented last Friday. **One Turf Concept testing includes vertical deformation, rotational resistance, shock absorption, ball rebound, ball roll, infill depths, and HIC (head injury criterion)**
- BrockFill compacts less than coconut-based infill which is important for surface hardness (Infill Compaction Report by SportsLabs available upon request)
- Significant temperature reduction – 20-30 degrees cooler than fields with rubber when dry, up to 50+ degrees cooler than fields with rubber when wet
- Made in the USA and in the great state of Georgia!
- By comparison, coconut based infills often:
 - Have no warranty but require higher maintenance
 - Must stay wet or else it becomes more brittle and breaks down even quicker
 - Compact more than Brockfill which hardens the surface
 - Not made in the USA
- ***We also looked at supplying Schmitz ProPlay, but Dalton Park and Rec has a tight installation window and Schmitz is currently experiencing force majeure with significant supply interruptions.***

Turf and Install Proposal

Act Global™ is pleased to submit the following proposal for the supply of the new synthetic turf playing surface for the Mack Gaston Field project located in Dalton, GA. Act Global™ has reviewed the bid information and bases the following proposal on the information contained in those documents.

Scenario #1 Mack Gaston Community Center ONLY Synthetic Turf Breakdown:

- Act Global™ DXF50 blended monofilament and slit-film synthetic turf system, approximately **49,280** square feet with necessary waste factors, with the following compositions:
 - Remove and dispose of existing synthetic turf material
 - Brock SP17XL pad
 - 2" (50 mm) tall pile fiber height
 - Polyethylene with exclusive 300/360 micron monofilament + 110 micron slit film
 - 3/8" tufting gauge
 - 8 oz/sy primary back (13+) with 20 oz/sy polyurethane secondary backing
 - 50 oz/sy face weight (grass yarn)
 - 1 lb Brockfill and 4 lb silica sand infill mixture, by weight
 - Inlaid lines for one football field layout, one large soccer field layout and two small soccer field layouts
 - Safety testing - One g-max testing regimens within two (2) weeks of substantial completion
 - Maintenance training – one 2-hour training session of Owner personnel on maintenance

Turf and install Proposal Pricing

Act Global™ proposes to complete the scope of work herein for the lump sum price of **\$299,357.00.**

Scenario #1 Add Alternate - Joan Lewis Park ONLY Synthetic Turf Breakdown:

- Act Global™ F50 slit-film synthetic turf system, approximately **14,450** square feet with necessary waste factors, with the following compositions:
 - Remove and dispose of existing synthetic turf material
 - 2" (50 mm) tall pile fiber height
 - Polyethylene with exclusive 110 micron slit film
 - 3/8" tufting gauge
 - 8 oz/sy primary back (13+) and 20 oz/sy polyurethane secondary backing
 - 41 oz/sy face weight (grass yarn)
 - 60% ambient SBR crumb rubber and 40% silica sand infill mixture, by weight
 - Inlaid lines for one soccer field layout
 - One g-max testing regimens within two (2) weeks of substantial completion
 - One 2-hour training session of Owner personnel on maintenance

Turf and install Proposal Pricing

Act Global™ proposes to complete the scope of work herein for the lump sum price of **\$81,983.00.**

Scenario #2 Mack Gaston Community Center ONLY Synthetic Turf Breakdown:

- Act Global™ DXF50 blended monofilament and slit-film synthetic turf system, approximately **49,280** square feet with necessary waste factors, with the following compositions:
 - Remove and dispose of existing synthetic turf material
 - Brock SP17XL pad
 - 2" (50 mm) tall pile fiber height
 - Polyethylene with exclusive 300/360 micron monofilament + 110 micron slit film
 - 3/8" tufting gauge
 - 8 oz/sy primary back (13+) and 20 oz/sy polyurethane secondary backing
 - 46 oz/sy face weight (grass yarn)
 - 1 lb Brockfill and 4 lb silica sand infill mixture, by weight
 - Inlaid lines for one football field layout, one large soccer field layout and two small soccer field layouts
 - Safety testing - One g-max testing regimens within two (2) weeks of substantial completion
 - Maintenance training – one 2-hour training session of Owner personnel on maintenance

Turf and install Proposal Pricing

Act Global™ proposes to complete the scope of work herein for the lump sum price of **\$296,073.00.**

Scenario #2 Add Alternate - Joan Lewis Park ONLY Synthetic Turf Breakdown:

- Act Global™ F50 slit-film synthetic turf system, approximately **14,450** square feet with necessary waste factors, with the following compositions:
 - Remove and dispose of existing synthetic turf material
 - 2" (50 mm) tall pile fiber height
 - Polyethylene with exclusive 110 micron slit film
 - 3/8" tufting gauge
 - 8 oz/sy primary back (13+) and 20 oz/sy polyurethane secondary backing
 - 41 oz/sy face weight (grass yarn)
 - 60% ambient SBR crumb rubber and 40% silica sand infill mixture, by weight
 - Inlaid lines for one (1) soccer field layout
 - One g-max testing regimens within two (2) weeks of substantial completion
 - One 2-hour training session of Owner personnel on maintenance

Turf and install Proposal Pricing

Act Global™ proposes to complete the scope of work herein for the lump sum price of **\$81,983.00.**

Free Upgrades to Enhance Longevity and Player Safety! A \$67,000 value!

Ms. Sharpe, we listened to the repeated comments in the RFP document, the meeting and in your communication that these fields are extremely important for the community and that player safety is of utmost concern. We are pleased to join you with the following upgrades no additional cost:

- Two (2) years' annual maintenance both fields - \$11,000 value
- 10-year warranty both fields - \$45,000 value
- Upgrade to Joan Lewis field turf specifications for scenario #1 and #2 - \$11,000 value plus greater safety!
 - 44oz face weight – we need more grass blades for player comfort, longevity and appearance – it will also lock in the infill more.
 - 2 1/4" pile height – 2" pile without a shock pad is not high enough for safety – we need to raise the pile height and add more infill – increased shock absorption and longevity!
 - Monofilament/slit film blend – greater performance and appearance – let's deliver a first-class field!
- Upgrade from coconut-based infill to Brockfill and Brock Pad (see above player safety benefits) – also Schmitz Foam is currently experiencing a force majeure with supply interruptions

Included in the Proposed Scope of Work

- Delivery (FOB Destination)
- Standard wage rates
- Provide 10-year standard warranty
- Maintenance Manual for the care and cleaning of the synthetic turf playing surface

Act Global™ excludes any and all work not specifically included in the above scope of work.

Excluded from the Proposed Scope of Work

- Sales tax, permits, fees, bonding costs or liquidated damages
- Shock pad for Joan Lewis Park field
- Wood nailer, site or base or concrete work of any kind
- Additional sports equipment, field grooming or sweeper
- Relocation of any existing services
- Addendums or any additional project site access requirements

Proposal pricing for turf colors for tufted and inlaid game markings are based upon the use of Act Global™ standard colors, unless otherwise noted herein. Specific costs and lead times are excluded from this proposal and shall be negotiated separately upon notice and selection by Owner, unless otherwise included or noted herein.

Upon reaching a mutually agreeable schedule and upon the 100% completion of all work of trades that could be injurious to the new synthetic turf playing surface in the area of the field, Act Global™ forces will require unencumbered access to the material staging areas, access and haul routes, and field installation location. Act Global™ shall present an anticipated installation timeframe required to complete the installation upon award of project and execution of final contracts. Schedule shall be inclusive of shop drawing reviews, approvals, manufacturing and delivery.


The scope of work and proposal pricing included herein are valid for a period of Thirty (30) calendar days from the date of this proposal. Negotiations continuing beyond the date of expiration shall require the submittal of a separate proposal, at the discretion of the parties named herein.

Adverse Weather or other Delays shall be quantified, recorded and qualified for any monthly totals exceeding normal weather occurrences as recorded by the nearest Weather Station. Normal Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1" precipitation or when low temperatures are 32° Fahrenheit or below. Delays in excess of normal occurrence shall be submitted and granted for contract extension. Date of substantial completion shall be adjusted accordingly and be based on approved contract time extensions submitted and approved by the Owner, Design Professional-of-record and General Contractor.

Please contact Candice Robb at (330) 388-7814 or crobb@actglobal.com if you have any questions or require additional data, product specifications, samples or literature related to this proposal.

Sincerely,


John Baize
CEO


Mark Weightman, MBA
Vice President





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	September 18, 2023
Agenda Item:	Service Agreement with Rent.Fun
Department:	Recreation
Requested By:	Caitlin Sharpe
Reviewed/Approved by City Attorney?	Yes
Cost:	\$26,000
Funding Source if Not in Budget	Restricted Donation from 2018/2019

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

A self-service kayak vending machine is an automated system designed to provide kayaks to users without the need of staff assistance. Users can select a kayak and/or paddle board, make a payment, and receive access to the equipment, through a secure and user-friendly interface provided through Rent.Fun. This is an innovative solution to enhance convenience and accessibility for park visitors to use kayaks and paddleboards.

Rent.Fun will provide a rental locker that contains kayaks/paddle boards, lifejackets, and paddles in solar-powered smart lockers at Haig Mill Lake Park. To gain access to the equipment, users will download the rent.fun app, scan the QR code on the outside of the locker, sign waivers, and pay for the use.

There will be a one-time activation fee of \$26,000 for an 8-unit smart locker. The City will receive 50% of the gross rental revenue received. The agreement term is for 3 years, which can be terminated with written notice. The city will have two, one-year options to extend the terms after the initial 3 years.

Rent.Fun is responsible for:

- Delivery, installation, and ongoing maintenance of lockers and equipment
- Onsite signage
- Providing users with technical support
- Mobile app
- Utilization of reporting
- Collecting and processing rental revenue and refunds
- Insurance and liability coverage

MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2023 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and _____ (“City”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – City Obligations

Schedule D – Vendor Packet

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only paddlesport rental operator-with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Notwithstanding the above, City may terminate this Agreement for any reason or no reason by providing 30 days written notice to Company. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within thirty (60) days.

6. Liability for Loss; Indemnity. The Parties agree that City shall not be liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against City arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of City and any limitation of City's liability shall to the same extent apply to City's officers, employees, agents, and contractors. Operator shall indemnify and hold City harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

7. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the City as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the City. Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City. Operator shall further obtain and maintain compliance with the City's Vendor Packet, including its insurance requirements, through the term of this Agreement.

8. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

9. Publicity Subject to the prior written approval of the City, Operator may release a press release announcing the parties' relationship hereunder, and may use City's name, logos, trademarks and service marks to (i) create marketing and advertising materials for City to use to promote the Rental Station Services, and (ii) place City on Operator's customer list, which will be displayed on Operator's website and in other publications.

10. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
201 SOUTH DIVISION STREET
ANN ARBOR, MI48104
Attn: Adam Greenstein
adam@rent.fun

With a copy to:
Legal Department
info@movatic.co

If to City:

City of Dalton
Attn: City Manager
PO Box 1205 - 300 W. Waugh St
Dalton, GA, 30721

With a copy to:

City Attorney

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving

notice, excluding any automatic or computer generated response.

11. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Georgia (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and City, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of City under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Georgia and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR: Rent.fun, LLC

City: City of Dalton

By: Adam Greenstein

Name: Adam Greenstein

Title: CEO

By:

Name: David Pennington

Title: Mayor

Schedule A

Rental Station Services and Obligations

A. **EQUIPMENT & INITIAL LAUNCH**: Operator will make available for rent two (2) Kayak Rental Stations and shall provide the Kayak Rental Station Services. Each Kayak Rental Station shall include:

- **Four (4)** sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. **SIGNAGE**. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. **CUSTOMER SUPPORT**: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. **MARKETING**: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch, at no cost to City.

E. **MAINTENANCE**: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

Schedule B

Term & Premises

1. **Term**: The Term shall commence on the Effective Date and shall continue for a period of 3 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”). City shall have two (2) one-year options to extend the Term under the same terms and conditions herein.
2. **Revenue Share**. City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include: (a) moving the locker to a new location, on written request of City. (b) damage to the locker or equipment therein due to natural disasters or negligence of the City.
3. **Revenue Share Payment**. Revenue share payments shall be paid by Operator to City on an annual basis by check, mailed to an address as designated by the City.

Schedule C

City Obligations

1. EQUIPMENT. City will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. City, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. City agrees to link to the program website from the City's web properties and social media accounts.
3. COMPENSATION.

- Activation Fee: \$26000

4. PAYMENT. Operator shall send an invoice for the Activation Fee following the full execution of this Agreement, with payment terms of net 30 days. Operator shall not make the Rental Station Services available to the public until payment has been received in full.

How Self-Service Kayak Rentals Work

Kayaks, lifejackets, and paddles are stored in solar-powered “smart lockers” and secured with app-controlled locks.

To rent and access equipment, users just download the rent.fun app, add payment information and sign the digital waiver, and then unlock and rent by scanning a QR code on the smart locker.

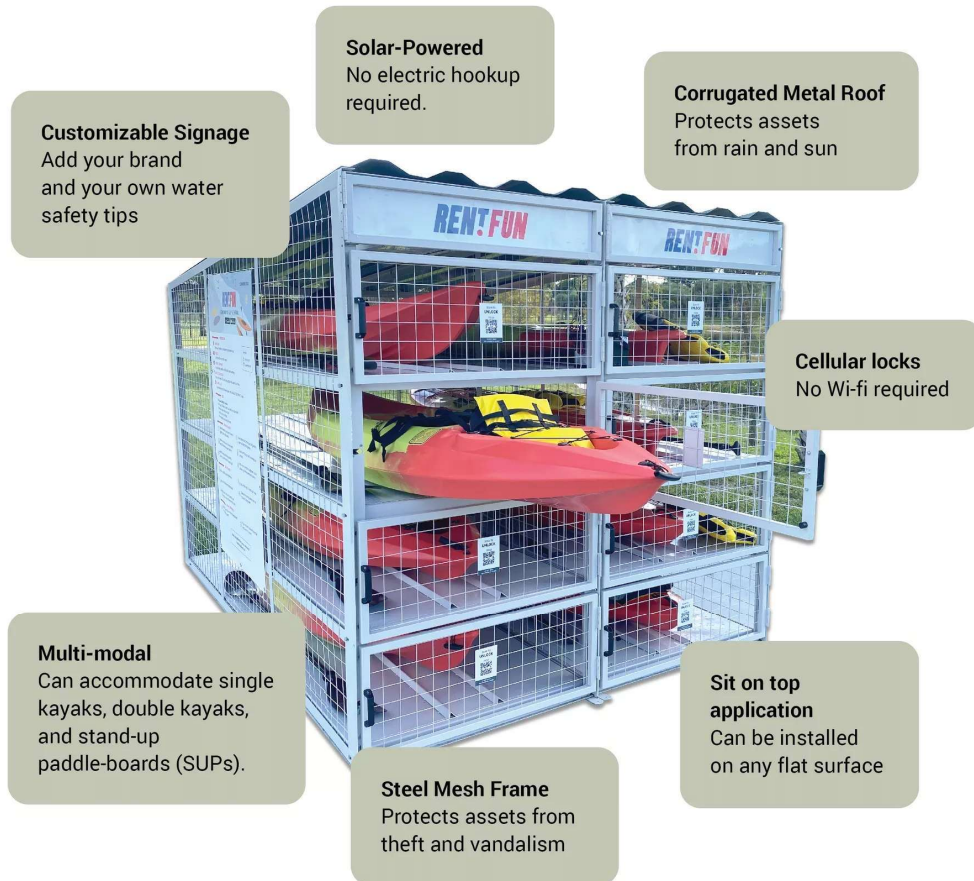
In-app tutorials provide water safety instructions and kayaking tips for beginners.

After a paddle on the water, the user returns the items to the same locker where they got it. The rental automatically ends and the user’s credit card is charged for the duration of their rental.

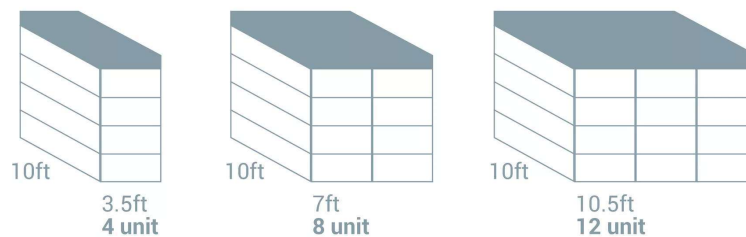


The Smart Locker

The First Kayak Locker controlled via Smart Phone:



Size Options



Example Installations

We can install on any service. A concrete pad is not required.



The Software

The Mobile App

Everything that a user needs to rent their favorite equipment - without needing to make reservations, wait in line, or fill out paper forms.

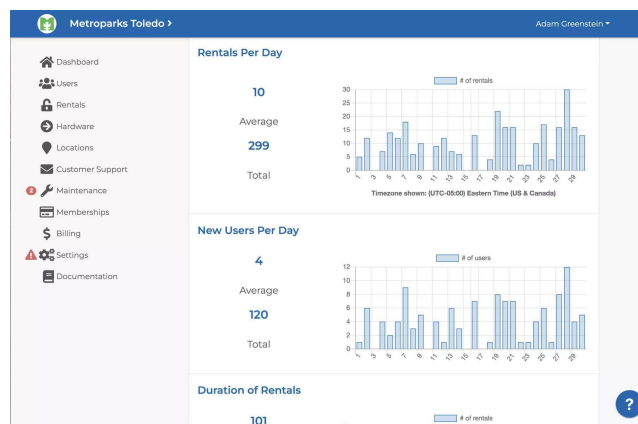


- Rental Instructions and Safety Tips
- Scan QR Code to Lock & Unlock Equipment
- Start & End Rentals
- Accepts Credit Card, Debit Card
- Communicate with Customer Support
- Sign Electronic Waivers
- Get your receipts sent via email
- View Available Units

The Admin Dashboard

Everything that a park system needs to manage and track the performance of their program.

- Utilization Data
- Revenue Reports
- Customizable Hours of Operation
- Track Maintenance Tickets.





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/18/23

Agenda Item: First Reading - Ordinance 23-19 Taxicabs

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

First Reading - 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.

CITY OF DALTON

ORDINANCE

ORDINANCE NO. 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

WHEREAS, the State of Georgia has by legislation applicable to cities and counties preempted the entire field of administration and regulation over ride share network services, transportation referral services, transportation referral services providers; and taxi services (O.C.G.A. § 40-1-191); and

WHEREAS, the City of Dalton’s regulatory provisions for the safety and protection of the public are now preempted by State law and the City of Dalton does not specify rates and fares under its Vehicles For Hire regulations nor issue medallions or certificates of public necessity;

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

-1-

Th foregoing statements hereof are made findings of fact by the Mayor and Council.

-2-

Sections 126-31 through 126-68 of the 2001 Revised Code of Ordinances of the City of Dalton, constituting Article II-Taxicabs of Chapter 126 Vehicles For Hire are hereby repealed in their entirety and such Sections shall be reserved.

-3-

This Ordinance shall be effective upon its enactment by the Mayor and Council and after it has been posted in two (2) public places in the City of Dalton for five (5) consecutive days after passage.

All laws, ordinances, and regulations of the City of Dalton in conflict with the provisions of this Ordinance are hereby repealed.

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