



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 05, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Executive Session - 5:00 P.M.

1. Discussion of Real Estate

Regular Meeting - 6:00 P.M.

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

Minutes:

2. Mayor & Council Minutes of November 14, 2022

New Business:

3. (137) 2023 Alcohol Beverage Application Renewals
4. Ordinance 22-30 The request of Maria Aguilar to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 0.28 acres located at 800 Luckie Street, Dalton, Georgia. Parcel (12-200-07-078).
5. Ordinance 22-31 The request of Tammy Herndon to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013).
6. Ordinance 22-32 The request of James Suttles to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.11 acres located at 842 McAfee Street, Dalton, Georgia. Parcel (12-218-02-068).
7. Professional Services Agreement with Professional Land Surveyors, LLC for Additional Surveys within the Walnut North and North Glenwood Drainage Improvement Projects.
8. RSC West Hill Drainage Improvements Project Construction Contract Award to B and J Reed Construction, LLC.

- [9.](#) Resolution 22-13 To Request The Legislative Delegation Representing The City Of Dalton In The 2023 General Assembly Of Georgia To Introduce Local Legislation To Amend The City's Charter To Reapportion The Voting Wards/Districts For Election Of Members Of The Mayor And Council In Accordance With The 2020 Decennial Census And In Accordance With All Requirements Of Federal And State Law; To Send Census Block Data And Geographic Boundary Data In Conjunction Herewith.
- [10.](#) Resolution 22-14 Adoption Of Proposed 2023 Budget For The General Fund, Debt Service Fund, Capital Projects Fund, And Special Revenue Funds.
- [11.](#) FY-2022 Budget Amendment #5.
- [12.](#) Resolution 22-15 A Resolution Of The Mayor And Council Requesting Financial Assistance From The State Of Georgia For The Dalton Municipal Airport In The Amount Of \$2,250,000 In Support Of Hangar Development.

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 14, 2022

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC HEARING – FY2023 BUDGET

Mayor David Pennington opened the Public Hearing at 6:02 p.m.

CFO Cindy Jackson presented the proposed 2023 General Fund, Debt Service Fund, and Special Revenue Funds Budget to the Mayor and Council. Jackson stated this is the first reading of the proposed budget and a second reading will be held December 5, 2022. A copy of the proposed budget is a part of these minutes.

Mayor David Pennington asked for comments, there were no comments. The Public Hearing was closed at 6:14 p.m.

PUBLIC COMMENTARY

Allyson Coker invited everyone to the “Gratefull Dalton” event that will be held November 21st on Hamilton Street in front of Burr Park. Coker stated all will come together as a community and enjoy a meal at one table.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of November 7, 2022. On the motion of Council member Farrow, second Council member Sams, the minutes were approved. The vote was unanimous in favor.

CITY OF DALTON PARKS AND RECREATION GENERAL CONSTRUCTION
AGREEMENT WITH RIVER CITY ATHLETIC FIELDS

The Mayor and Council reviewed the General Construction Agreement with River City Athletic Fields in the amount of \$66,000 for Infield Renovations to Heritage Point Park. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor. Note: Project to be funded from 2022 Capital Improvement Funding.

CITY OF DALTON PARKS AND RECREATION GENERAL CONSTRUCTION
AGREEMENT WITH DALTON FENCE

The Mayor and Council reviewed the General Construction Agreement with Dalton Fence in the amount of \$135,000 for Backstop Fence and Netting Replacement at Heritage Point Park. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the Agreement. The vote was unanimous in favor. Note: Project to be funded from Hotel Motel Tax.

CITY OF DALTON PARKS AND RECREATION LEASE AGREEMENT WITH
CHATTANOOGA TRAILER AND RENTAL

The Mayor and Council reviewed the Lease Agreement with Chattanooga Trailer and Rental in the amount of \$5020.00 for additional storage space while renovations take place at John Davis Recreation Center. On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor. Note: Project to be funded from FY2023 Recreation Operation Budget.

TRAFFIC CONTROL CHANGE REQUEST - LESLEY DRIVE

Public Works Project Engineer, T. Jackson Sheppard, E.I.T., presented the Traffic Control Change Request - No Parking on Both Sides of Portion of Lesley Drive. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Request. Council member Tyree Goodlett recused himself. The vote was in favor.

TRAFFIC CONTROL CHANGE REQUEST -LESLEY DRIVE - JENNIFER COURT
INTERSECTION

Public Works Project Engineer, T. Jackson Sheppard, E.I.T., presented the All-Way-Stop at Lesley Drive - Jennifer Court Intersection. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Request. Council member Tyree Goodlett recused himself. The vote was in favor.

CORRECTIVE ACTION PLAN, TEMPORARY CONSTRUCTION EASEMENT & PERMANENT DRAINAGE EASEMENT - DRAINAGE SWALE IMPROVEMENTS

Public Works Project Engineer, T. Jackson Sheppard, E.I.T., presented the Corrective Action Plan, Temporary Construction Easement & Permanent Drainage Easement for 1023 Roan Street & 407 Dantzler Avenue Drainage Swale Improvements. A copy of both Temporary Construction Easements is a part of these minutes. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Easements. The vote was unanimous in favor. Note: Project to be funded from current Stormwater Operating Budget

ARCADIS PROFESSIONAL SERVICES TASK ORDER NO. 006A AMENDMENT FOR STORMWATER INFRASTRUCTURE STRATEGY ANALYSIS

Public Works Project Engineer, T. Jackson Sheppard, E.I.T. presented the Arcadis Professional Services Task Order No. 006A Amendment for Stormwater Infrastructure Strategy Analysis for Threadmill Road Culvert Crossings. Sheppard stated the Amendment is for additional services to review existing runoff conditions of the Tar Creek drainage basin within the proximity of the culvert crossings. Sheppard further stated the cost of the project is \$8740.00 and will be paid from Bonded Capital Projects. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Amendment. The vote was unanimous in favor.

CONTRACT WITH NORTHWEST GEORGIA PAVING FOR ASPHALT PARKING LOT REPAIRS

Fire Chief Todd Pangle presented a contract with Northwest Georgia Paving for Asphalt Parking Lot Repairs for Dalton Fire Department Station 2 in the amount of \$210,766.80 to be paid from 2022 Capital Improvement Funding. On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved the Contract. The vote was unanimous in favor.

ORDINANCE 22-27 - REQUEST OF DALE REED REZONE FROM TRANSITIONAL RESIDENTIAL (R-6) TO NEIGHBORHOOD COMMERCIAL (C-1)

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of Dale Reed rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.48 acres located 709 Arbella Street, Dalton, Georgia. Parcel (12-161-01-018). On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Request. The vote was unanimous in favor.

ORDINANCE 22-28 REQUEST OF BENJAMIN CORDOVA TO REZONE FROM HEAVY MANUFACTURING (M-2) TO TRANSITIONAL RESIDENTIAL (R-6)

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of Benjamin Cordova to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land totaling 0.59 acres located 1905 Abutment Road, Dalton, Georgia. Parcel (12-315-01-004). On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved the Request. The vote was unanimous in favor.

ORDINANCE 22-29 THE REQUEST OF DAVID ARMSTRONG TO REZONE FROM LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-2) TO TRANSITIONAL RESIDENTIAL (R-6)

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of David Armstrong to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 1.83 acres located at 1103 Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035). On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Request. The vote was unanimous in favor.

RATIFICATION OF THE WH PLATTS FINALIZED QUOTE FOR CITY HALL AV SYSTEM REFRESH PROJECT

City Administrator Andrew Parker presented The WH Platts Finalized Quote for City Hall AV System Refresh Project in the amount of \$120,419.00 to be paid from the 2022 Capital Improvement Funding. Parker stated the project was previously approved at the Finance Committee Meeting on 10/19/22. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Quote. The vote was unanimous in favor.

NEW 2022 ALCOHOL BEVERAGE APPLICATION

The Mayor and Council reviewed the following 2022 Alcohol Beverage Application:

1. Business Owner: Smiles Glenwood Inc.
d/b/a: Smile Food
Applicant: Manisha Dhanani
Business Address: 400 N. Glenwood Ave.
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)
Disposition: **New**

On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the Application. The vote was unanimous in favor.

TREE BOARD APPOINTMENTS

The Mayor and Council reviewed the following appointments to the Tree Board:

- Reappointment of Rita Norville for a 3-year term to expire 12/31/25.
- Reappointment of Melva Purvis for a 3-year term to expire 12/31/25.
- Appointment of Anna Verhoeff for a 3-year term to expire 12/31/25. Current member is David Potts.
- Appointment of Robin Hasselberg for an unexpired 3-year term to expire 12/31/23. Current member is Dianne Atkins.

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

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ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:52 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/05/2022
Agenda Item: 2023 Alcohol Beverage Application Renewals
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:

Renewal of (137) 2023 Alcohol Beverage Applications.

2023 ALCOHOL RENEWALS

	DBA	LOC DESCRIPTION	CONTACT	CHANGE	RENEWAL DATE
1	STOP SHOP	700 REDWINE ST. STE 1	MIRTHA CARRANZA MALDONADO	NO CHANGE	M&C 12/05/22
2	1704 DALTON SHELL	1704 ABUTMENT RD	DHAVAL NAUNIT PATEL	NO CHANGE	M&C 12/05/22
3	ABC PACKAGE STORE	530 N GLENWOOD AVE	FALGUNI PATEL	NO CHANGE	M&C 12/05/22
4	ACCESS FOOD MART	1128 S. THORNTON AVE	SHAKILA BANO	NO CHANGE	M&C 12/05/22
5	AK TOBACCO OUTLET & GIFT	906 S THORNTON ST STE B	DAWOODD HUSSAIN	NO CHANGE	M&C 12/05/22
6	ALDI #93	2210 E WALNUT AVE	ANDREW CARLETON	APPLICANT	M&C 12/05/22
7	ALONDRA'S #2	101 W. WALNUT AVE STE 9	KRISTINA BARRAGAN	NO CHANGE	M&C 12/05/22
8	ANTOJO COCINA Y CANTINA	116 W. KING ST	KARINA SILVA PEREZ	NO CHANGE	M&C 12/05/22
9	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	KENDALL ALLISON	APPLICANT	M&C 12/05/22
10	BAJA COOP	222 N. HAMILTON ST	JOHN MCKINNEY	NO CHANGE	M&C 12/05/22
11	BIG'S AXE THROWING, LLC	825 CHATTANOOGA AVE	ROGER MELENDREZ JR.	DESIGNATED AGENT	M&C 12/05/22
12	BP WALNUT AVE	1522 W WALNUT AVE	NAREN PATEL	NO CHANGE	M&C 12/05/22
13	CAFE OSTRO	240 N. HAMILTON ST	HAISAN SHEIMDEH	NO CHANGE	M&C 12/05/22
14	CARNICERIA 18	737 RIVERBEND RD	MARGARITA MORALES	NO CHANGE	M&C 12/05/22
15	CASA FRIDA	238 N. HAMILTON ST.	RIGOBERTO BARRAGAN	ADDRESS CHANGE	M&C 12/05/22
16	CHEF LIN	100 W WALNUT AVE 146	JIM WU LIN	NO CHANGE	M&C 12/05/22
17	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	KASEY CARPENTER	NO CHANGE	M&C 12/05/22
18	CHEVRON FOOD MART	100 N. OAKS DR.	SABINA LANDEROS	NO CHANGE	M&C 12/05/22
19	CHIHUAHUA MEXICAN FOOD	314 N. GLEENWOOD AVE	ROSA JIMENEZ	NO CHANGE	M&C 12/05/22
20	CHIL'S GRILL & BAR	881 HOLIDAY INN DR.	KATHERINE HASTY	NO CHANGE	M&C 12/05/22
21	CIGAR TYME LOUNGE	267 N. HAMILTON ST	JUAN CARLOS ESCUDERO	NO CHANGE	M&C 12/05/22
22	CIRCLE K #2723523	1010 E. WALNUT AVE	KELLI PAIGE MUCHLEISEN	NO CHANGE	M&C 12/05/22
23	CIRCLE K #2723590	2214 E WALNUT AVE	KELLI PAIGE MUEHLEISEN	NO CHANGE	M&C 12/05/22
24	CIRCLE K #2723604	1200 CLEVELAND HWY	KELLI PAIGE MUENLEISEN	NO CHANGE	M&C 12/05/22
25	CITY LIQUOR	1215 N GLENWOOD AVE	HIRENKUMAR B. PATEL	NO CHANGE	M&C 12/05/22
26	CMI DESIGNS, INC.	921 S. THORNTON AVE	COURTNEY MYERS	NO CHANGE	M&C 12/05/22
27	COLD CREEK, LLC	101 N. OAKS DR SUITE 1	CASEY RIDLEY	NO CHANGE	M&C 12/05/22
28	CORNER EXPRESS 2	324 N. GLENWOOD AVE	MIDHUN PILLAI	NO CHANGE	M&C 12/05/22
29	COURTYARD DALTON	785 COLLEGE DR.	BETTY LOVAIN	DESIGNATED AGENT	M&C 12/05/22
30	COX'S LIQUOR	1301 EAST WALNUT AVE	CHIRAG PATEL	NO CHANGE	M&C 12/05/22
31	CREATIVE ARTS GUILD COMMUNITY SUPPORT CO	520 WEST WAUGH ST	LEANNE MARTIN	NO CHANGE	M&C 12/05/22
32	CRESCENT CITY TAVERN	324 S. DEPOT ST	GARETH ROSS ROGERS	NO CHANGE	M&C 12/05/22
33	CVS/PHARMACY #5608	2501 EAST WALNUT AVE	LESLIE LARA	APPLICANT	M&C 12/05/22
34	CYRA'S OPEN RANGE & GARDEN	208 NORTH PENTZ ST	THOMAS DAVD POTTS JR.	NO CHANGE	M&C 12/05/22
35	D FOOD COLLAB	301 E. MORRIS ST	VIBIANA RAMIREZ	NO CHANGE	M&C 12/05/22
36	DALTON BEVERAGES	1007 THORNTON AVE	RAJAN PATEL	NO CHANGE	M&C 12/05/22
37	DALTON BREWING COMPANY	112 W. KING ST	CHRISTOPHER BROWN	NO CHANGE	M&C 12/05/22
38	DALTON DISTILLERY	109 E MORRIS ST	JEFFERY WAYNE JONES	APPLICANT	M&C 12/05/22
39	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	WILLIE ROBERSON JR.	NO CHANGE	M&C 12/05/22
40	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	ANKIT PATEL	NO CHANGE	M&C 12/05/22
41	DALTON FOOD MART	2201 CHATTANOOGA RD	ANIL PATEL	NO CHANGE	M&C 12/05/22
42	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	SCOTT F STUART	NO CHANGE	M&C 12/05/22
43	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	BABUBHAI C. PATEL	NO CHANGE	M&C 12/05/22
44	DELRAY FARMS	2518 E WALNUT AVE	MARIO PEREZ	NO CHANGE	M&C 12/05/22
45	DISCOTEQUE EL VENENO	600 MLK JR BLVD SUITE A	RENEE TORRES	NO CHANGE	M&C 12/05/22
46	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	LESLIE PARRISH	NO CHANGE	M&C 12/05/22
47	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	TAWANA CLEM	NO CHANGE	M&C 12/05/22
48	DOWNTOWN DALTON DEVELOPMENT AUTHORITY	101 S. HAMILTON ST.	AUDREY BATTS	NO CHANGE	M&C 12/05/22
49	EL MAGUEY MEXICAN CUISINE	209 W. CUYLER ST	JOSAFAT RODRIGUEZ	NO CHANGE	M&C 12/05/22
50	EL MILAGRO	608 MLK JR. BLVD	ELVIA ESPINOZA	NO CHANGE	M&C 12/05/22
51	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	NANCY HERNANDEZ	NO CHANGE	M&C 12/05/22
52	EL REY DE ORO	1523 EAST MORRIS ST STE 5	LUCIANO RODRIGUEZ	NO CHANGE	M&C 12/05/22
53	EZ STOP	1524 E. MORRIS ST	MUKESHBHAI C PATEL	NO CHANGE	M&C 12/05/22
54	FARM GOLF CLUB	187 S GOOSE HILL RD	SHANNON ARCHER	NO CHANGE	M&C 12/05/22
55	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	BRIANA A. RANGEL	NO CHANGE	M&C 12/05/22
56	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	LUIS JOSE GANDARA	NO CHANGE	M&C 12/05/22
57	FOOD CITY #211	1308 WEST WALNUT AVE	RONALD J. DILLS, JR.	NO CHANGE	M&C 12/05/22
58	FORTUNE COOKIE	801 E. WALNUT AVE SUITE J	AIYUN GAO	NO CHANGE	M&C 12/05/22
59	FREYA'S LOUNGE CORP.	303 EAST MORRIS ST	RUDY AVILES	NO CHANGE	M&C 12/0
60	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	YAN BIN CHEN	NO CHANGE	M&C 12/0
61	GARMONY HOUSE	109 W. CUYLER ST	JAMES LIDDERDALE	NO CHANGE	M&C 12/05/22

62	GONDOLIER PIZZA	1229 N GLENWOOD AVE	MARCO AVILA	NO CHANGE	M&C 12/05/22
63	GONDOLIER PIZZA	900 S. THORNTON AVE	MARCO A. AVILA	NO CHANGE	M&C 12/05/22
64	GOOD TIMES LIQUOR	100 N. OAKS DR. SUITE B	ASIF ALI	NO CHANGE	M&C 12/05/22
65	GUADALAJARA OF DALTON	817 S. HAMILTON ST	ALVARO ALBERTO BARRAGAN	NO CHANGE	M&C 12/05/22
66	HAMILTON'S	243 N HAMILTON ST STE 5	GARY WOOD	NO CHANGE	M&C 12/05/22
67	HILTON GARDEN INN	879 COLLEGE DR	GAUTAN NANDA	NO CHANGE	M&C 12/05/22
68	HOLMES LIQUOR	2205 CHATTANOOGA RD	RUPAL A. PATEL	NO CHANGE	M&C 12/05/22
69	JAS TOBACCO	601 FLEMING ST STE A	LINDA CRIDER	NO CHANGE	M&C 12/05/22
70	JAX'S LIQUOR	1300 E MORRIS ST	ANKIT KUMAR PATEL	NO CHANGE	M&C 12/05/22
71	JEFFERSON'S OF DALTON	200 N. HAMILTON ST	JAKE LUND	NO CHANGE	M&C 12/05/22
72	JIM'S LIQUOR	1507 E. WALNUT AVE	ASHISH CHAUDHARI	NO CHANGE	M&C 12/05/22
73	JY LIQUOR STORE	101 W WALNUT AVE SUITE 13	CHEN YAO WU	NO CHANGE	M&C 12/05/22
74	KROGER COMPANY #265	1205 CLEVELAND RD	DONALD MCDANIEL	NO CHANGE	M&C 12/05/22
75	KROGER STORE #458	1365 W WALNUT AVE	DONALD MCDANIEL	NO CHANGE	M&C 12/05/22
76	KUMO SUSHI HIBACHI	1277 N. GLENWOOD AVE	XIONG WEI CHEN	NO CHANGE	M&C 12/05/22
77	KWIK SERV #10	2210 CHATTANOOGA RD	RAHIM MERCHANT	NO CHANGE	M&C 12/05/22
78	LA CORONITA	1001 E. MORRIS ST	HUMBERTO CORONA JR.	NO CHANGE	M&C 12/05/22
79	LA DONA NIGHT CLUB	700 REDWINE ST STE 3,4,5	MIRTHA CARRANZA	NO CHANGE	M&C 12/05/22
80	LA ESQUINITA	1205 EAST MORRIS ST	MIRTHA CARRANZA	NO CHANGE	M&C 12/05/22
81	LA FOGATA FUSION RESTAURANT	702 5TH AVE	GRECHY SUAZO	NO CHANGE	M&C 12/05/22
82	LA HIDALGUENSE	628 FIFTH AVE	ELSA CORONA	NO CHANGE	M&C 12/05/22
83	LA PROVIDENCIA	1300 UNDERWOOD ST	AMIN TAJUDIN	NO CHANGE	M&C 12/05/22
84	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	MARTHA CASTILLO	NO CHANGE	M&C 12/05/22
85	LOGAN'S ROADHOUSE #427	811 WALNUT SQR BLVD	AUDREA MILLS	NO CHANGE	M&C 12/05/22
86	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	KELLIE WASHINGTON	APPLICANT	M&C 12/05/22
87	LOS PABLO'S MEXICAN RESTAURANT #1	2204 CHATTANOOGA RD	JEANNETTE RODRIGUEZ	NO CHANGE	M&C 12/05/22
88	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	ROSARIO SALAZAR ENRIQUEZ	NO CHANGE	M&C 12/05/22
89	MAGANA'S LIQUOR	604 MLK JR BLVD	MAYRA HERNANDEZ	NO CHANGE	M&C 12/05/22
90	MAPCO #3615	2000 CHATTANOOGA RD	LISA SHORT	APPLICANT	M&C 12/05/22
91	MAPCO #3622	811 RIVERBEND RD	LISA SHORT	APPLICANT	M&C 12/05/22
92	MARISCOS EL CUHHHMARON	239 HAMILTON ST	JOSE G. MARTINEZ	NO CHANGE	M&C 12/05/22
93	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	MIGUEL NUNO-ROBLES	NO CHANGE	M&C 12/05/22
94	MARKET PLACE	1001 MARKET ST SUITE 23	BHAVANA S. PATEL	NO CHANGE	M&C 12/05/22
95	MURPHY USA #7812	885 SHUGART RD	MELANIE A. POE	NO CHANGE	M&C 12/05/22
96	NATIVE	825 CHATTANOOGA AVE	DUSTIN COKER	NO CHANGE	M&C 12/05/22
97	NIZZIE PACKAGE STORE	1902 CHATTANOOGA RD	KANTABEN PATEL	NO CHANGE	M&C 12/05/22
98	NORTHWEST GA TRADE & CONV CTR AUTHORITY	2211 DUG GAP BATTLE RD	DOUGLAS W PHIPPS	NO CHANGE	M&C 12/05/22
99	OUTBACK STEAKHOUSE #1128	955 MARKET ST	CURTIS LEE JONES	NO CHANGE	M&C 12/05/22
100	OYSTER PUB	930 MARKET ST STE# 12	RAFEEK MUGHRABI	NO CHANGE	M&C 12/05/22
101	PABLITO'S CANTINA & GRILL LLC	933 MARKET ST STE 13, 14, 14A	PABLO RODRIGUEZ	NO CHANGE	M&C 12/05/22
102	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	RUBEN DIAZ	NO CHANGE	M&C 12/05/22
103	QUICK STOP	507 E MORRIS ST	TULSIDAS PATEL	NO CHANGE	M&C 12/05/22
104	RACETRAC #213	1907 CHATTANOOGA RD	ANGELA D. CONNER	NO CHANGE	M&C 12/05/22
105	RACETRAC #289	1511 W WALNUT AVE	ANGELA D. CONNER	NO CHANGE	M&C 12/05/22
106	RASPBERRY ROW	205 W CUYLER ST	KRISTA LONG	NO CHANGE	M&C 12/05/22
107	RED LOBSTER #0782	901 W BRIDGE	JERRY DAVIS	NO CHANGE	M&C 12/05/22
108	ROYAL FOOD MART	705 S. THORNTON AVE SUITE A	PRAHLADBHAI CHAUDHARI	NO CHANGE	M&C 12/05/22
109	ROYAL FOODMART #2	1246 N. THORNTON AVE	MITUL CHAUDHARI	NO CHANGE	M&C 12/05/22
110	ROYAL VAPE	920 MARKET ST SUITE F & E	UMAR SHEIKH	NO CHANGE	M&C 12/05/22
111	SALON RIO GRANDE	514 COMMERCE DR	JESUS RAMOS GONZALEZ	NO CHANGE	M&C 12/05/22
112	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	JIM WU LIN	NO CHANGE	M&C 12/05/22
113	SMILE FOOD	400 N. GLENWOOD AVE	CANDY GARNICA	NO CHANGE	M&C 12/05/22
114	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	KARINA CERVANTES	NO CHANGE	M&C 12/05/22
115	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	LOWELL KIRKMAN	NO CHANGE	M&C 12/05/22
116	SUNRISE MARKET #4	105 W WALNUT AVE	RAJAN B PATEL	NO CHANGE	M&C 12/05/22
117	SUPERMERCADO ESCONDIDA	532 UNDERWOOD ST	RAHIM LALANI	NO CHANGE	M&C 12/05/22
118	TAQUERIA EL REY #3	801 E. WALNUT AVE STE C,D,E	NANCY HERNANDEZ	NO CHANGE	M&C 12/05/22
119	TENOCH	319 N. HAMILTON ST	LAURA VITAL	NO CHANGE	M&C 12/05/22
120	TEQUILA'S LIQUOR	312 NORTH GLENWOOD AVE	JUAN CARLOS JIMENEZ	NO CHANGE	M&C 12/05/22
121	THE BUCKIN' BURRITO	212 N HAMILTON ST	STAN FETZER	NO CHANGE	M&C 12/05/22
122	THE GALLANT GOAT	307 S. HAMILTON ST	JOHN H. WILSON	NO CHANGE	M&C 12/05/22
123	THE GREEN DOOR GENERAL STORE LLC	246 N. HAMILTON ST	ASHLEE GODFREY	NO CHANGE	M&C 12/05/22
124	TIBBS CONVENIENCE STORE	813 N TIBBS RD	KIRITKUMAR PATEL	NO CHANGE	M&C 12/05/22
125	TIENDA TIKAL #2	616 4TH AVE SUITE 4-6	ANDRES JUAN PASCUAL	NO CHANGE	M&C 12/05/22

126	TIJUANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	PEDRO GANDARA	NO CHANGE	M&C 12/05/22
127	TOBACCO OUTLET	1339 W WALNUT AVE	MAYUR K PATEL	NO CHANGE	M&C 12/05/22
128	UNIK SWEET DELIGHTS	238 N. HAMILTON STE 1	JOSE L. JIMENEZ LOPEZ	NO CHANGE	M&C 12/05/22
129	VIP LIQUORS	785 SHUGART RD STE 1	VIPULKUMAR G. CHAUDHARI	NO CHANGE	M&C 12/05/22
130	VIP TOBACCO MART	785 SHUGART RD SUITE 4	ASHIT KADAKIA	NO CHANGE	M&C 12/05/22
131	VIP TOBACCO MART 2	314 N. GLENWOOD AVE STE 105	VIPULKUMAR G. CHAUDHARI	NO CHANGE	M&C 12/05/22
132	WALGREENS #05954	1247 W. WALNUT AVE	APRIL RENEE SMITH	NO CHANGE	M&C 12/05/22
133	WALGREENS #11994	2225 E. WALNUT AVE	APRIL SMITH	NO CHANGE	M&C 12/05/22
134	WALGREENS #17232	1320 CLEVELAND HWY	MICHAEL CADDEN	NO CHANGE	M&C 12/05/22
135	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	GEORGE JEUNELOT JRO	NO CHANGE	M&C 12/05/22
136	WALMART SUPERCENTER #5173	815 SHUGART RD	SHIRLEY RENAE BEATTY	NO CHANGE	M&C 12/05/22
137	WALNUT EXPRESS	2524 E WALNUT AVE	JERRY M. WAITS	NO CHANGE	M&C 12/05/22



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/5/2022

Agenda Item: **The request of Maria Aguilar to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 0.28 acres located at 800 Luckie Street, Dalton, Georgia. Parcel (12-200-07-078)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-30

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low Density Single Family Residential (R-2) To Transitional Residential (R-6) Being A Tract of Land Totaling 0.28 Acres Located At 800 Luckie Street, Dalton, Georgia (Parcel No. 12-200-07-078); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Christopher Maria Aguilar (Owner) has filed an application with the City to rezone property located at 800 Luckie Street (Parcel No. 12-200-07-078);

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

WHEREAS, the Owner is requesting the Property be rezoned to Transitional Residential (R-6);

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

WHEREAS, the rezoning is not in conformity with the City of Dalton Joint Comprehensive Plan in the opinion of the Planning Staff;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 28, 2022 and subsequently forwarded its recommendation to the Mayor and Council for rezoning the property to Rural Residential (R-5) and not the applied for Transitional Residential (R-6);

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

-1-

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

-2-

The Property located at 800 Luckie Street identified as Parcel No. 12-200-07-078 is hereby rezoned from Low Density Single Family Residential (R-2) to Rural Residential (R-5) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning

Commission. The owner's application for re-zoning to Transitional Residential (R-6) is denied.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: November 29, 2022

SUBJECT: The request of Maria Aguilar to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 0.28 acres located at 800 Luckie Street, Dalton, Georgia. Parcel (12-200-07-078)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 28, 2022 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Maria Aguilar.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended an R-5 rezoning rather than the requested R-6 rezoning. There were no further questions for Calhoun.

Sebastian Alvarez served as Maria Aguilar's translator during the public hearing. Aguilar stated that she owned the adjacent property and wished to develop the subject property. Jody McClurg confirmed with Aguilar that they would accept the staff recommendation of only allowing up to a duplex rather than the request for a triplex. With no other comments heard for or against, this hearing closed at approximately 7:51pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **Jody McClurg then made a motion to approve an R-5 rezoning based on her agreement with the content of the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve an R-5 rezoning followed, 3-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Christopher Maria Aguilar is requesting to rezone from Low-Density Single-Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 0.28 acres located at 800 Luckie Street, Dalton, Georgia. Parcel (12-200-07-078). The subject property is currently undeveloped, and the petitioner has requested a rezoning to allow for the construction of a triplex dwelling.

Surrounding uses include both R-2 and R-3. To the north and east, adjacent lots are all R-2 and each contain a single-family detached dwelling. To the south across Matilda Street, adjacent parcels are R-3, and each contain a single-family detached dwelling. To the west across Luckie St, are two tracts of land zoned R-3 that each contain single-family detached dwellings.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby property.

The proposed rezoning would significantly increase the density of the subject property as compared to its current character. This proposed increase in density would also be notably higher than any of the adjacent properties. One cannot, however, overlook the amount of non-conformity in this area as well as the existence of multiple multi-family properties throughout the Crown Mill Village community. While this planner understands the desire and demand for in-town multi-family residential development, there must be consideration given to the affects of added density to existing neighborhoods. While the R-2 and R-3 zone districts would be a much more appropriate fit for this location, the R-5 zone district may offer a reasonable compromise. The R-5 zone district would, at most, allow for a duplex dwelling on the subject property as well as the option for single-family detached dwellings.

(B) Whether the proposed R-6 amendment would adversely affect the economic value of adjacent and nearby property.

Given the age and condition of the adjacent and nearby properties, the proposed rezoning would not likely have an adverse effect on the values of said properties. On the other hand, establishing islands of multi-family zoning and new multi-family development may set a pattern or precedent that could begin to alter the single-family dominant character of this community. Limited multi-family density such as duplexes may be an alternative to create opportunity for redevelopment and affordable housing without having as significant an impact as higher-density housing in this area.

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

The subject property could currently be developed for single-family detached use as it was developed historically with no obvious impediments. The proposed rezoning would permit an increase in unit/acre density of three times that of the current R-2 zoning. Other zone districts such as R-3 and R-5 may create opportunity for an increase in density but to a lesser degree than the requested R-6 rezoning.

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

N/A

(E) Whether the proposed (R-6) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

Changing the zoning will have an impact on the overall density potential for the subject property. This planner is unsure as to whether or not the subject property is large enough to support a triplex dwelling and meet City stormwater and parking requirements. Even if the property could meet said parking and stormwater requirements, the subject property would be notably different from the surrounding single-family detached dwellings. The R-3 or R-5 zone districts would offer greater opportunity for multiple single-family detached tracts or even a single duplex dwelling.

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

The proposed rezoning is within the Town Neighborhood Revitalization character area. This character area is intended to promote redevelopment and reinvestment within areas of Whitfield County that have been impacted by aging housing stock and blight. The development pattern recommended for this character area should be in attempt to protect single-family residential uses as well as infill development that reflect the established character of the area in terms of housing, setbacks and overall lot density. Infill development and affordable housing are also key development patterns in this character area. The subject property has been vacant for some time now since the former dwelling on the property has been demolished. Infill development is the only option available for the subject property moving forward. As stated previously, the R-6 zone district would be in conflict with the established development pattern of this area despite islands of multi-family. Other zone districts such as R-3 or R-5 would not create the notable conflicts in terms of compatibility with the established development pattern in this area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zoning) as interpreted by current Georgia law.

While this rezoning would not be deemed as “spot zoning” since it would be of residential nature, it would introduce a significantly higher unit/acre density than that established in this area. The introduction of the R-6 zone district at this location could set a precedent for other developers or landowners in this area to seek higher lot density zone districts. If more properties are redeveloped for multi-family use in this already dense community, one could expect to see that pattern continue over time whereby reducing the number of single-family dwellings. While a certain amount of multi-family development is needed to create affordable housing options, this planner believes that multi-family should be limited.

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

The subject property was once developed with a single-family detached dwelling. The former dwelling would have been a historic dwelling part of the Crown Mill Village. There are no factors in place that would prohibit the development of the subject property.

Conclusion:

The staff cannot recommend approval of the requested zoning change from R-2 to R-6 on the subject property. The R-3 or R-5 zone districts may be a better fit based on the surrounding zoning and development in this area.

Reasons for approval:

1. The proposed R-6 rezoning and triplex would simply be too great an increase in unit/acre density at this location based on the established character of this area.
2. The change in zoning to R-6 would be in conflict with the intent of the comprehensive plan and future development map at this location due to the significant increase in unit/acre density and proposed transition from single-family to triplex infill development.
3. This planner recommends considering the R-3 zone district or possibly the R-5 zone district in order to create either multiple single-family detached lots or even the opportunity for a single duplex dwelling. Either of the R-3 or R-5 zone districts would mitigate the concerns cited throughout the staff analysis.

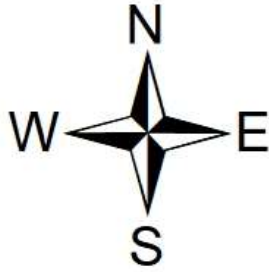
Aguilar Rezoning Request

R-2, Low Density Single Family Residential

to

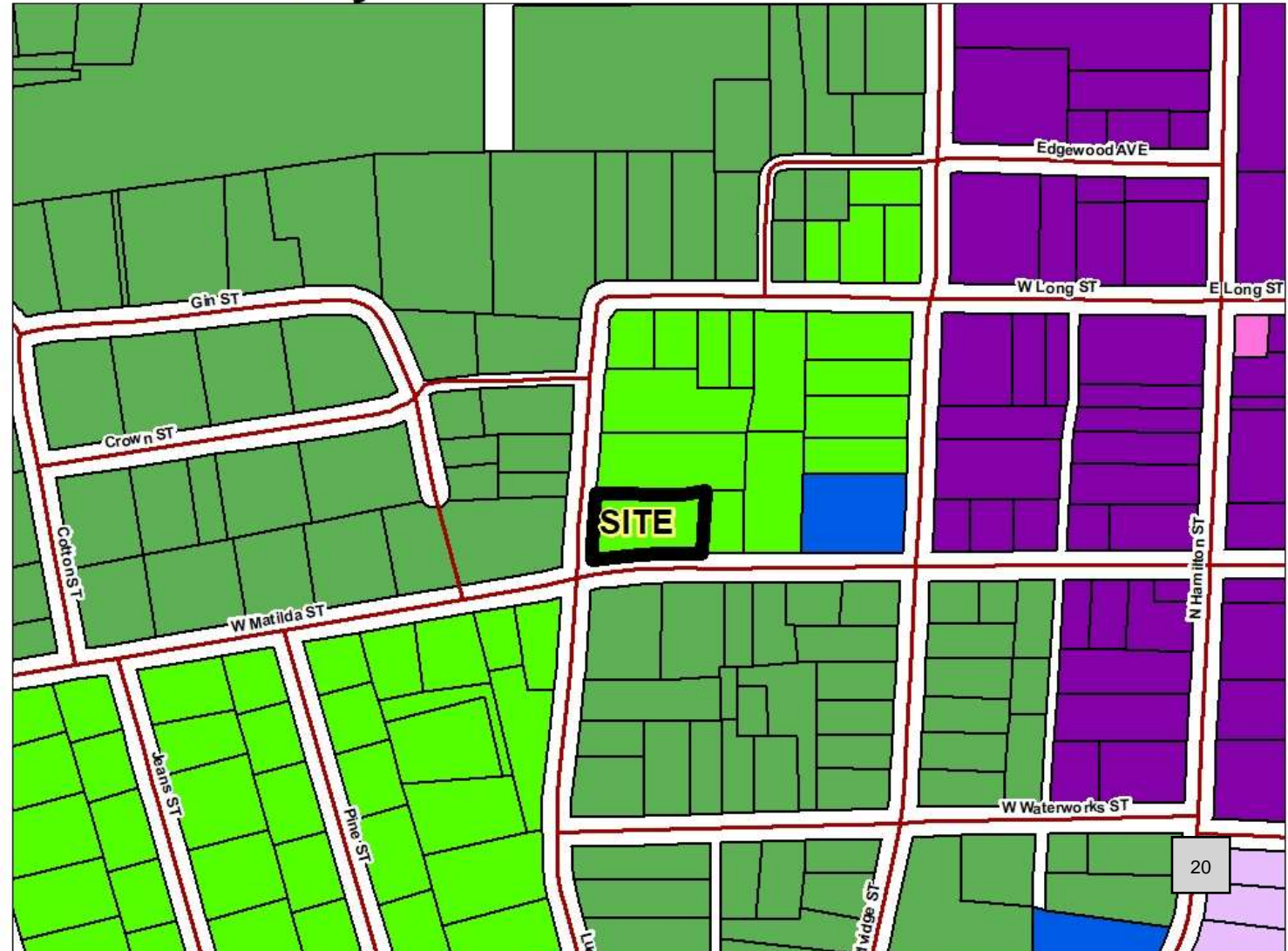
R-6, Transitional Residential

City of Dalton Jurisdiction

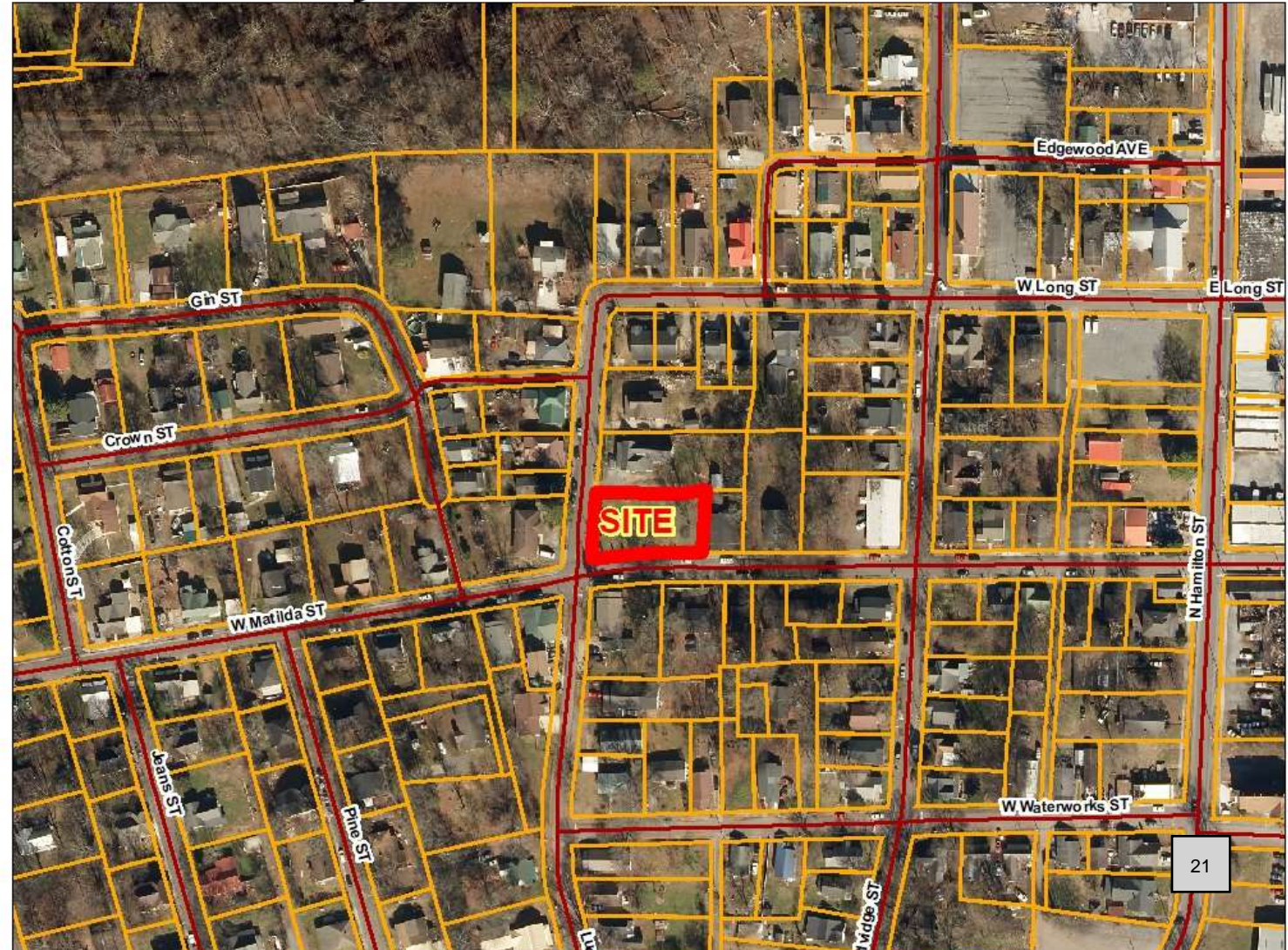
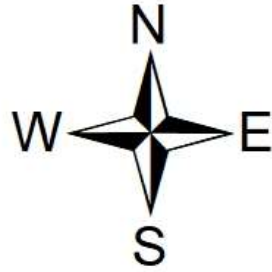


Unified Zoning	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	High Density Residential (R-7)
	Neighborhood Commercial (C-1)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

FEET
200



Aguilar Rezoning Request R-2, Low Density Single Family Residential to R-6, Transitional Residential City of Dalton Jurisdiction



FEET
200



**Aguilar Rezoning Request
R-2, Low Density Single Family Residential
to
R-6, Transitional Residential
City of Dalton Jurisdiction**



**FEET
100**

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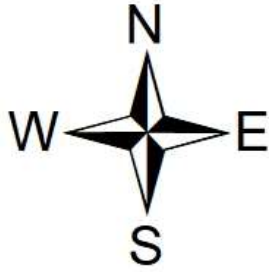
Aguilar Rezoning Request

R-2, Low Density Single Family Residential

to

R-6, Transitional Residential

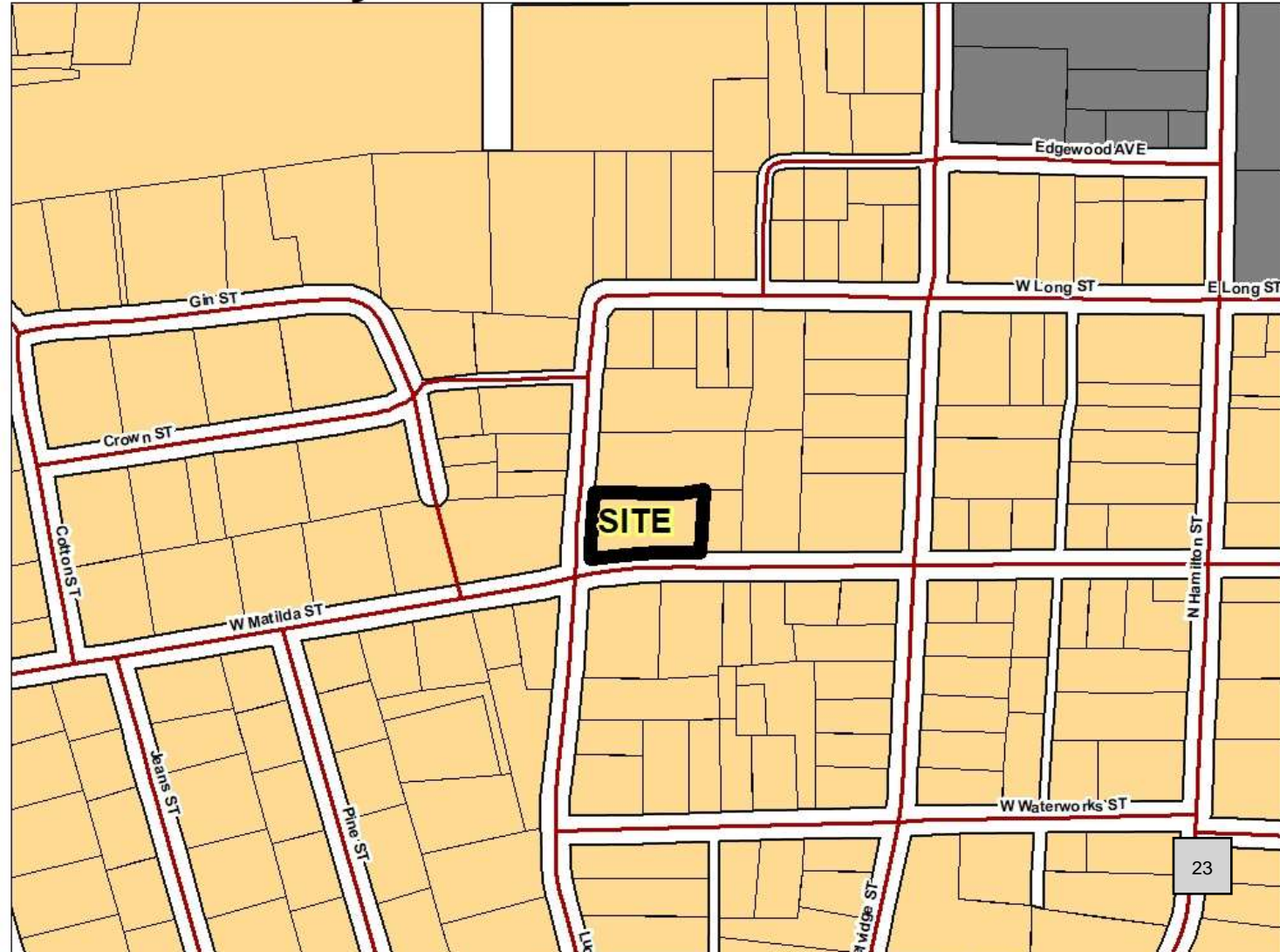
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Industrial
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/5/2022

Agenda Item: **The request of Tammy Herndon to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-31

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low Density Single Family Residential (R-2) To Limited Commercial (C-1A) Being A Tract of Land Totaling 0.39 Acres Located At 207 Jones Street, Dalton, Georgia (Parcel No. 12-200-10-009, and 013); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Tammy Herndon (Owner) has filed an application with the City to rezone property located at 207 Jones Street (Parcel No. 12-200-10-009, and 013);

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

WHEREAS, the Owner is requesting the Property be rezoned to Limited Commercial (C-1A);

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

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

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 28, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-1A;

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

-1-

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

-2-

The Property located at 207 Jones Street identified as Parcel No. 12-220-10-009, and 013 is hereby rezoned from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: November 29, 2022

SUBJECT: The request of Tammy Herndon to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on november 28, 2022 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tammy Herndon.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested C-1A rezoning. There were no further questions for Calhoun.

Tammy Herndon noted the nearby Shaw Living Lab development that she had previously developed and that she wished to redevelop the subject property for high-end multi-family use. Chairman Lidderdale confirmed with Herndon that the limiting factors may allow less than her original request for 10-units.

With no other comments heard for or against, this hearing closed at approximately 7:56pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1A rezoning. **Chris Shiflett then made a motion to approve the C-1A rezoning based on his agreement with the content of the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve the C-1A rezoning followed, 3-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Tammy Herndon is requesting to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013)

The subject property currently consists of two tracts of land that each contain a single-family detached dwelling and are each zoned R-2. The proposed rezoning has been sought in order for the petitioner to redevelop the subject property with up to 10 fee simple townhouses.

The surrounding uses and zoning are as follows: 1) to the north across School St, is a 4.4-acre tract of land that once contained the old County jail that is zoned C-1A. 2) to the east across Jones St, is a 7-acre tract of land that contains the City Park School campus that is also zoned C-1A. 3) to the south, are two adjacent tracts of land zoned C-1A that each contain a duplex dwelling. 4) to the west, is a 0,2-acre tract of land zoned R-2 that contains a single-family detached dwelling. This area is a point of convergence between the C-1A and R-2 zone districts. In recent years, multiple properties in the immediate vicinity have been redeveloped for multi-family use. This residential neighborhood, though aging, is not within the City's historic district.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby property.

This area has been an area of converging residential and commercial zoning and development for a number of decades. The intent of the C-1A zone district has always been to create a softer transition between conventional commercial development and single-family residential development. The C-1A zone district allows for a very conservative list of office and retail commercial uses as well as single and multi-family residential uses. It is worth noting that the former County jail property is currently under development for the construction of a new apartment complex. It is also worth noting that the petitioner has recently completed the redevelopment of another property at the northeast corner of Jones and School St. where a former commercial building was converted for multi-family residential use. The two southern adjacent tracts of land were also recently rezoned to C-1A and redeveloped with two new duplex dwellings. The demand for multi-family housing in this area has grown significantly in recent years. This demand for increased housing stock in this area is likely a byproduct of the growing attraction of living in or near the historic downtown area. The subject property is adjacent to the C-1A zone district on three of its boundaries and flanked along its entire northern and southern boundaries by multi-family style development. The proposed C-1A rezoning of the subject property would, if approved, create a more even transition

between the R-2 and C-1A zone districts while allowing the subject property to be developed similarly to the majority of adjacent properties.

(B) Whether the proposed C-1A amendment would adversely affect the economic value of adjacent and nearby property.

The limitations associated with the C-1A zone district prohibit any type of intensive commercial development, and the limitations of the subject property's size would limit the unit/acre density of any residential development. Regardless of whether or not the subject property were to be developed for commercial or residential use, a 15' buffer would be required along the entire length of the subject property's western boundary since it is adjacent to the R-2 zone district. The only adjacent property subject to any notable impact would be the western adjacent single-family detached dwelling, but the net effect of the subject property's proposed redevelopment would likely go unnoticed by the neighboring single-family dwelling given the large multi-family development to the north.

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

The subject property has been developed as it stands for a number of decades with no apparent issues to note. The suitability of the subject property to be redeveloped for the proposed single-family attached townhomes, however, is a reasonable option to consider at this location due to the established development pattern in this area. The petitioner noted in the rezoning application that they would like to construct up to 10 new units on the subject property. Since the subject property only measures approximately 150' at its widest point, the maximum number of potential townhouse units on the subject property would be 6. This 6-unit estimate was determined by the requirements within the UZO such as the required 15' buffer and average unit width of 20' for townhouse units. Off street parking and stormwater requirements will also be required since the subject property would undergo a total redevelopment. If the subject property is redeveloped with up to 6 townhouse units, a minimum of 12 parking spaces will be required, and said parking spaces must allow for the vehicles to make a forward egress of the subject property as opposed to backing onto the City streets.

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

N/A

(E) Whether the proposed (C-1A) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There are no expectations that this rezoning would create a burden on public infrastructure or utilities. The limitations of the subject property's size curb the potential for significant trip generation regardless of the use of the subject property. Since the

proposed use of the subject property would require a total redevelopment of the site, all City and County codes would have to be met in order to obtain building and occupancy permits. This ensures that safe and adequate off-street parking accommodations will be met no matter the specific use of the subject property.

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

The subject property is within the Town Neighborhood character area of the Comprehensive Plan's future development map. This character area is intended to protect the integrity of the established in-town single-family neighborhoods. The proposed development would remain classified as single-family, but the proposed townhouses would introduce an attached dwelling style rather than the existing detached style housing most common in this neighborhood. The Downtown/Town Center character area shown on the future development map is adjacent to the subject property to the east. Based on the established development pattern of this area, the proposed rezoning and redevelopment of the subject property does not create a concern in regard to the neighborhood's integrity. The proposed rezoning and redevelopment of the subject property would actually help to create a more gradual transition between the more intensive development and the single-family detached residential neighborhood.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zoning) as interpreted by current Georgia law.

This rezoning would simply decrease the area of the existing R-2 zone district and enlarge the established C-1A zone district.

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

N/A

Conclusion:

The staff can recommend approval of the requested zoning change from *R-2* to *C-1A* for the subject property.

Reasons for approval:

1. The proposed amendment would allow for a use that is generally suitable for the site compared to other uses. The parcel's relatively small size and limitations of the C-1A zone district prevents any intensive commercial or residential development.
2. The majority of adjacent properties are already zoned C-1A and are developed in a conforming fashion.
3. There is no anticipated negative impact to the values of the adjacent residential properties based on the established development of adjacent properties coupled with the required 15' buffer along the subject property's western boundary.

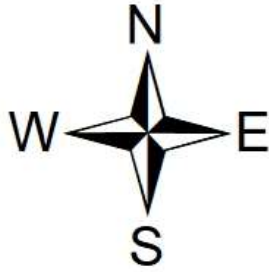
Herndon Rezoning Request





R-2, Low Density Single Family Residential

to

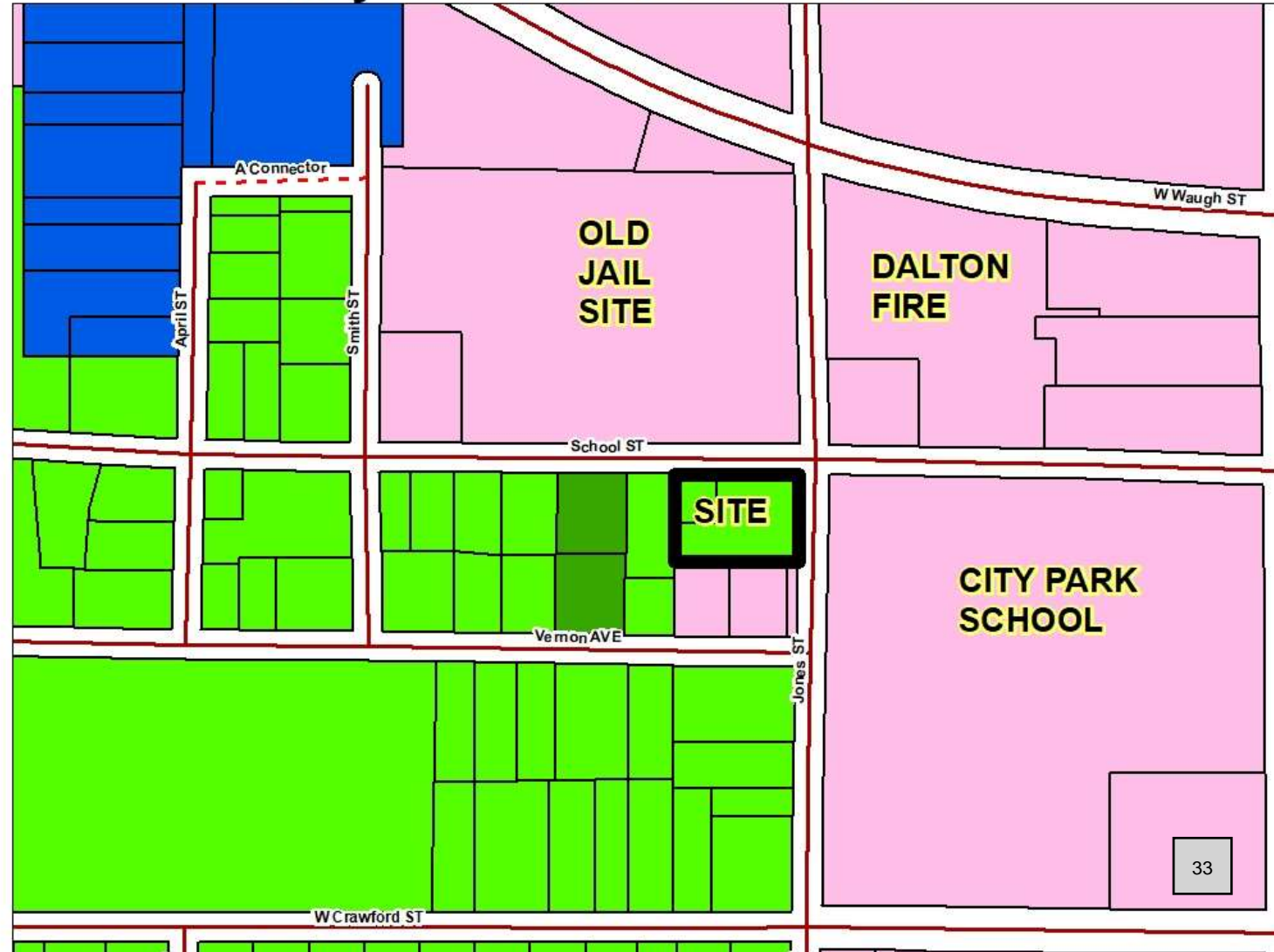
C-1A, Limited Commercial

City of Dalton Jurisdiction



Unified Zoning	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	High Density Residential (R-7)
	Limited Commercial (C-1A)

FEET
200



Herndon Rezoning Request R-2, Low Density Single Family Residential to C-1A, Limited Commercial City of Dalton Jurisdiction



**FEET
200**

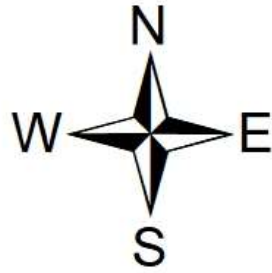
Herndon Rezoning Request R-2, Low Density Single Family Residential to C-1A, Limited Commercial City of Dalton Jurisdiction



**FEET
100**



Herndon Rezoning Request R-2, Low Density Single Family Residential to C-1A, Limited Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

	Downtown/Town Center
	Preserve
	Suburban
	Town Neighborhood

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/5/2022

Agenda Item: **The request of Tammy Herndon to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-32

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract of Land Totaling 0.11 Acres Located At 842 McAfee Street, Dalton, Georgia (Parcel No. 12-218-02-068); To Provide An Effective Date; And For Other Purposes.

WHEREAS, James Suttles (Owner) has filed an application with the City to rezone property located at 842 McAfee Street (Parcel No. 12-218-02-068);

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

WHEREAS, the Owner is requesting the Property be rezoned to Neighborhood Commercial (C-1);

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

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

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 28, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-1;

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

-1-

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

-2-

The Property located at 842 McAfee Street identified as Parcel No. 12-218-02-068 is hereby rezoned from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: November 29, 2022

SUBJECT: The request of James Suttles to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.11 acres located at 842 McAfee Street, Dalton, Georgia. Parcel (12-218-02-068)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on november 28, 2022 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by James Suttles.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested C-1 rezoning. There were no further questions for Calhoun.

James Suttles stated that he had owned the adjacent property and commercial building for quite some time and always struggled with leasing the space due to the lack of parking. Suttles stated that he purchased the subject property with the plan to create more parking for the adjacent commercial building.

With no other comments heard for or against, this hearing closed at approximately 8:01pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1 rezoning. **Chris Shiflett then made a motion to approve the C-1 rezoning based on his agreement with the content of the staff analysis. Jody McClurg then seconded the motion and a unanimous recommendation to approve the C-1 rezoning followed, 3-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: James Suttles is seeking to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.11 acres located at 842 McAfee Street, Dalton, Georgia. Parcel (12-218-02-068)

The subject property currently contains a building formerly used as a single-family detached dwelling. The petitioner's plan is to demolish the existing dwelling in order to utilize the subject property as parking for the adjacent commercial business.

The surrounding uses and zoning are as follows: 1) to the north across McAfee St, is a 0.4-acre tract of land zoned R-2 that contains a commercial retail building. 2) to the east across Bogle St, are two adjacent tracts of land that are each zoned R-2 and each contain a single-family detached dwelling. 3) to the south, are two adjacent undeveloped tracts of land zoned R-2. 4) to the west, is a 0.1-acre tract of land zoned C-1 that contains a commercial retail building. Despite the large R-2 zone district, this area is home to a number of developments both residential, public, and commercial. Many of the residential and commercial tracts were developed prior to the City's original zoning ordinance and have issues related to setbacks and adequate off-street parking accommodations. It is worth noting here that on-street parking is prohibited along either right-of-way (R/W) of McAfee St.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby property.

This area was largely developed prior to the City's original zoning ordinance, and/or it was developed during the time of early zoning ordinances that were more lenient than today's Unified Zoning Ordinance (UZO). A look at the surrounding zoning and development shows a predominantly single-family detached neighborhood with a few small commercial buildings. It was once common to have small commercial retail stores amid residential neighborhoods to provide goods and services to the residents of the neighborhood. We can see the adjacent tract to the west of the subject property is a conforming neighborhood commercial development zoned C-1. The western adjacent commercial property has very limited parking accommodations and requires patrons of the business to back onto the City street in order to exit. The petitioner's request would allow for the adjacent subject property to be redeveloped in a manner where it can be used to improve the amount of off-street parking to serve the adjacent business. Based on the existing zoning and development of this area, this planner believes that the proposed redevelopment would be a benefit to this area and improve both parking and public safety as it relates to the ingress/egress of the adjacent commercial business.

(B) Whether the proposed C-1 amendment would adversely affect the economic value of adjacent and nearby property.

The subject property has been burdened by being only a few feet away from the adjacent commercial building, and this building may at one time have been used in conjunction with the commercial building. If the proposed rezoning is approved, there would be little to no adverse impact to the surrounding properties given that the adjacent commercial building has been zoned and utilized for commercial purpose for some time now. Due to the limited size of the subject property, the proposed rezoning would not allow for an additional expansion of commercial building area. This rezoning would simply allow for the removal of a non-conforming residential dwelling in order to develop a conforming parking area for the adjacent commercial business that currently suffers from a lack of necessary parking space. If approved, the subject property would be required to provide for a 20' buffer along the entire southern boundary of the subject property even though the two southern adjacent tracts are currently undeveloped.

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

The subject property, as stated previously, contains an aging non-conforming single-family detached dwelling. The dwelling is encroaching on the western side setback of the subject property and does not meet the minimum 1,200 square feet of gross floor area required in the R-2 zone district. The proposed C-1 rezoning would allow for the petitioner to utilize the subject property for the much-needed parking area to serve the adjacent commercial business. In short, this rezoning would help to bring two non-conforming properties into conformity.

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

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There is no expectation that this rezoning would have any negative impact to public infrastructure or utilities. In fact, the proposed rezoning and parking lot expansion would help to create much-needed off-street parking for the adjacent commercial business.

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

The subject property, like most in this area, is within the Town Neighborhood Revitalization character area on the Comprehensive Plan's future development map. This character area is intended to promote appropriate redevelopment and infill development in areas that have suffered from aging buildings and/blight. The proposed rezoning and redevelopment of the subject property would remove a non-conforming single-family detached dwelling and replace it with a much-needed parking expansion for the adjacent commercial business. Since the adjacent commercial building has existed at this location for a number of decades, the proposed rezoning and development would simply improve the conforming status of the commercial building by allowing for a more appropriate parking area than has previously existed. Neighborhood commercial land use is a development pattern recommended for this character area in the Comprehensive Plan.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zoning) as interpreted by current Georgia law.

The C-1 zone district has already been established on the western adjacent tract, and the adjacent commercial building has existed at this location for multiple decades. There is no concern for either an entering wedge or a “spot zone” at this location if the proposed C-1 rezoning is approved.

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

N/A

Conclusion:

The staff can recommend approval of the requested zoning change from *R-2 to C-1* for the subject property.

Reasons for approval:

1. The proposed amendment would allow for a use that is generally suitable for the site compared to other uses. The parcel's relatively small size of 1.65 acres limits its potential for an expansion of commercial buildings.
2. The existing dwelling on the subject property is undersized and encroaching on the side setback making it a non-conforming structure. The proposed redevelopment of this property would reduce the amount of non-conformity in the

area by eliminating the dwelling and providing much-needed parking for the adjacent commercial business.

3. There is no anticipated negative impact to the values of the adjacent residential properties based on the established commercial use of the adjacent business. There will also be a 20' buffer required that will be triggered at the stage of permitting the proposed parking lot expansion.

Suttles Rezoning Request

R-3, Medium Density Single Family Residential

to

C-1, Neighborhood Commercial

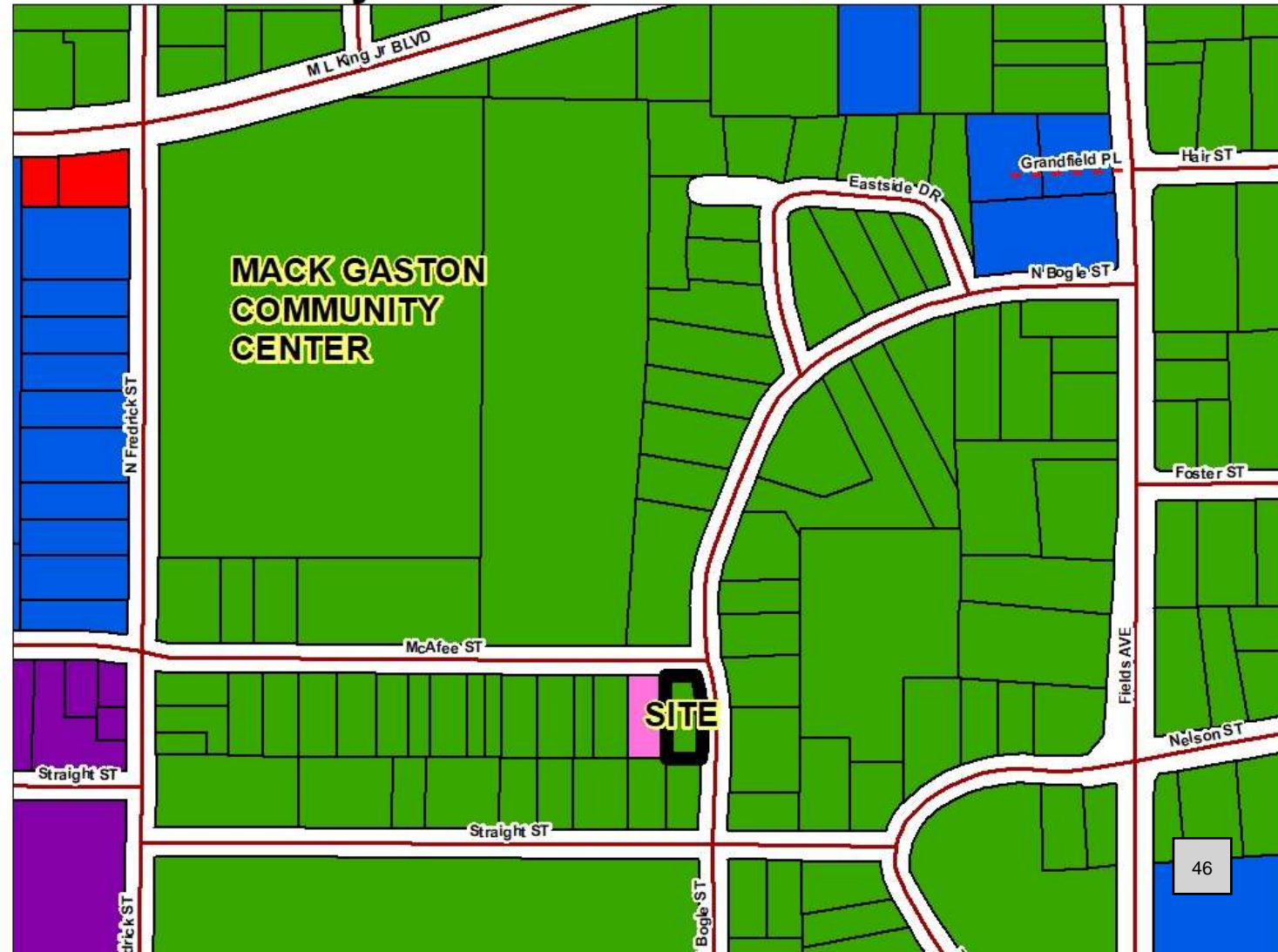
City of Dalton Jurisdiction



Unified Zoning

-  Medium Density Single Family Residential (R-3)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200



Suttles Rezoning Request R-3, Medium Density Single Family Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



FEET
200

A solid black horizontal bar representing a scale of 200 feet.

**Suttles Rezoning Request
R-3, Medium Density Single Family Residential
to
C-1, Neighborhood Commercial
City of Dalton Jurisdiction**



**FEET
50**

A thick black horizontal line representing a scale of 50 feet.

Suttles Rezoning Request

R-3, Medium Density Single Family Residential

to

C-1, Neighborhood Commercial

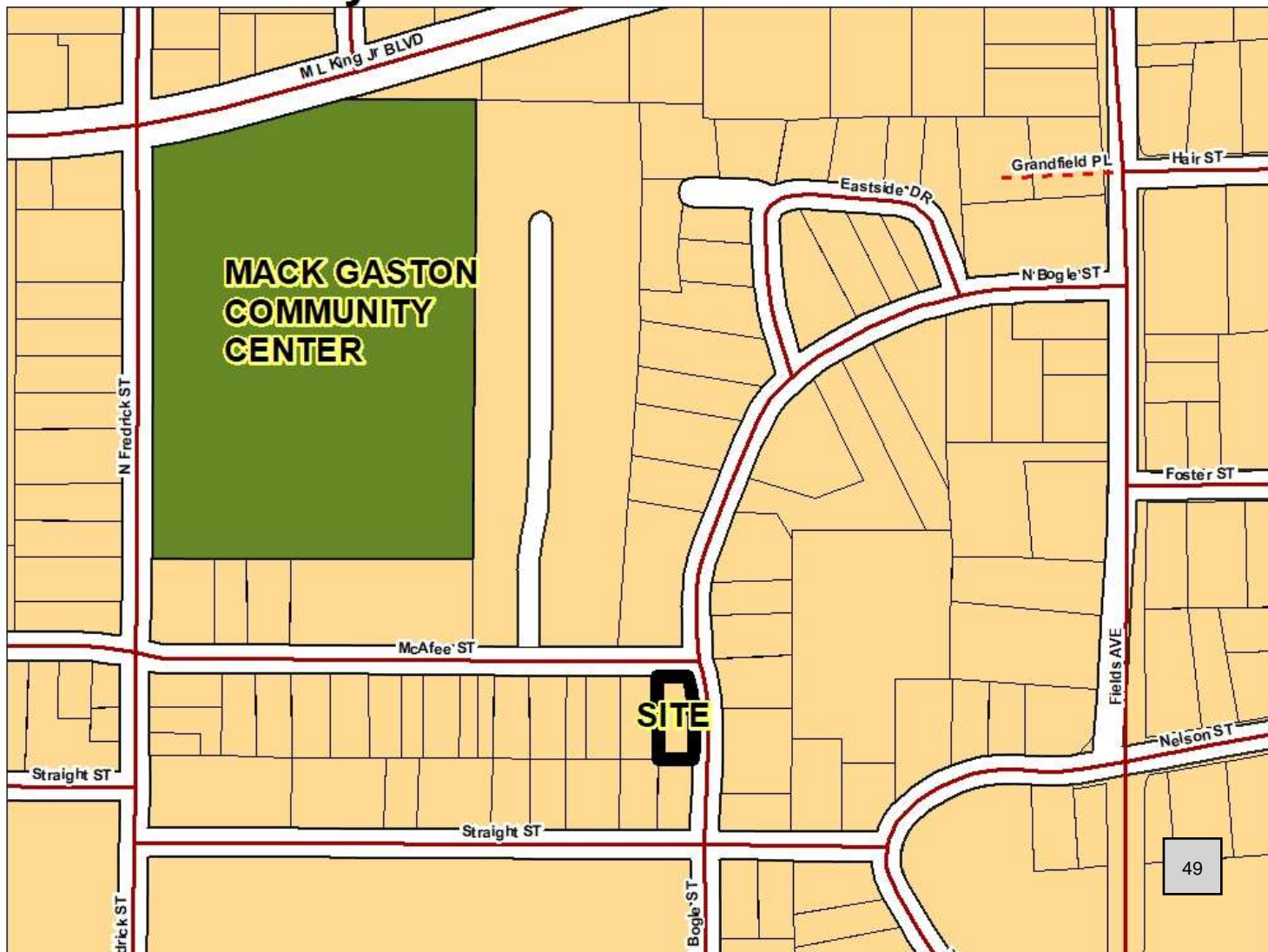
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Preserve
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	12/05/2022
Agenda Item:	Professional Services Agreement with Professional Land Surveyors, LLC for Additional Surveys within the Walnut North and North Glenwood Drainage Improvement Projects
Department:	Public Works
Requested By:	Chad Townsend
Reviewed/Approved by City Attorney?	No
Cost:	\$31,000.00
Funding Source if Not in Budget	Bonded Stormwater Capital Projects

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

This request is to approve the Professional Services Agreement with Professional Land Surveyors, LLC to complete the needed remaining survey items within the Walnut North and North Glenwood Avenue Drainage Improvement projects. This information is mandatory for completion of the engineered designs currently underway by Arcadis.

The work is to be completed within 14 weeks of the Notice to Proceed (Weather Permitting).

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



November 15, 2022

City of Dalton
Attn: Andrew Parker

SURVEY SCOPE OF SERVICES

Professional Land Surveyors, LLC (PLS) will provide a complete survey as specified below. The survey limits are depicted on the following pages of this proposal.

Road right of way and property lines will be established and shown using available deeds and plats obtained through courthouse records research. Revisions and any extra trips to the site about requested revisions will be billed at a fee to be negotiated at time of request. A survey of the site will be completed to locate all visible improvements including but not limited to buildings, curbs, walks, driveways, fences, sewer, and storm drainage. Trees 18 inches and larger shall be shown. Contours will be shown at a 1-foot interval and will be based upon the North American Vertical Datum of 1988. The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) and Adobe (.pdf) formats will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request.

DELIVERY & FEE SCHEDULE

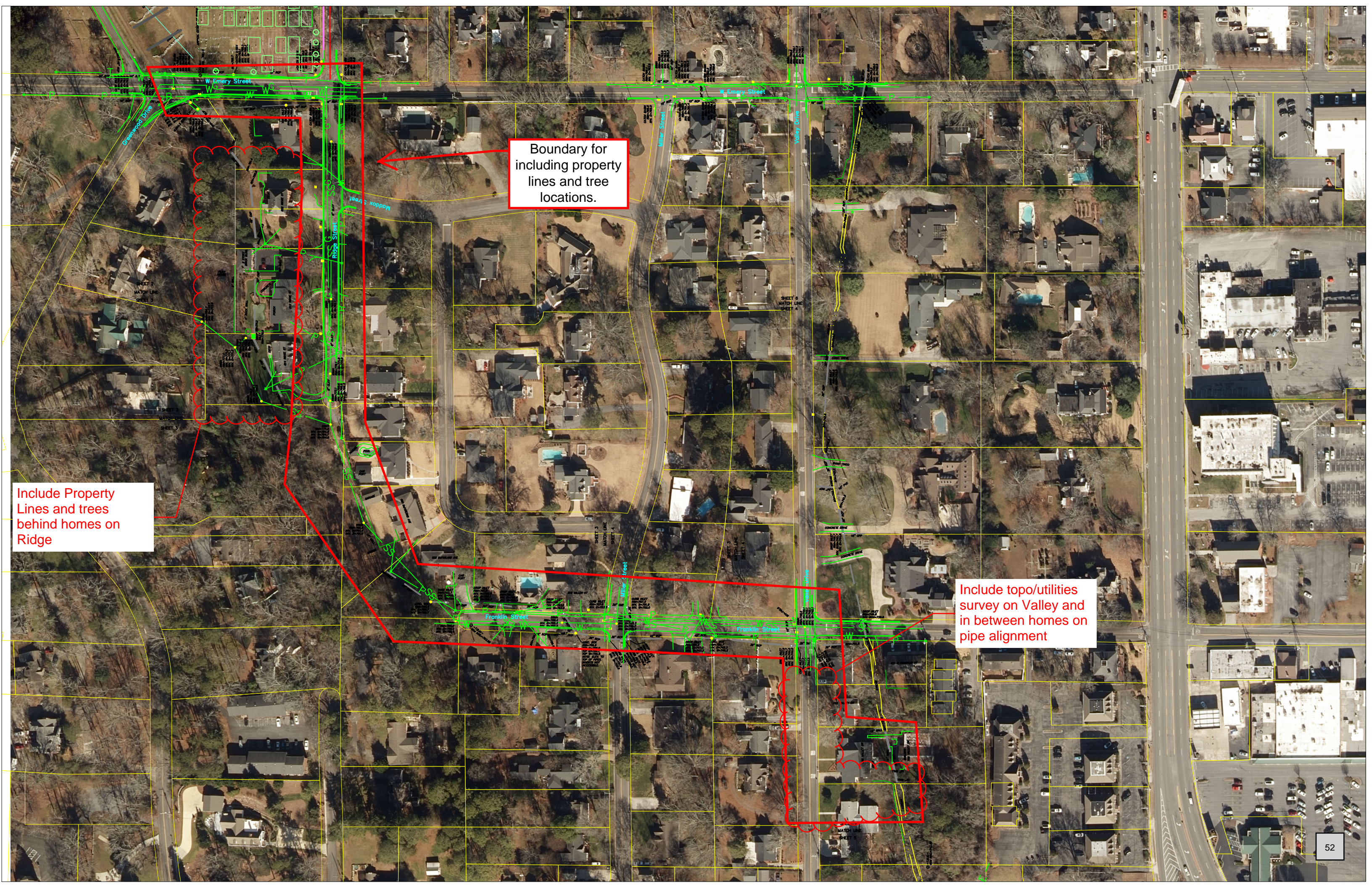
The estimated delivery date of the final survey is to be determined based upon workload at time of notice to proceed. If released on date of proposal, survey would be completed within 14 weeks, weather permitting. Payment will be made based upon an invoice issued with the delivery of the plat. Payment not made within 30 days of invoice date may be considered a default. In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs. It is understood that payment of surveying fees is not subject to any other conditions. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. PLS may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on PLS net income. All payments shall be made via EFT or sent to Professional Land Surveyors, LLC, P.O. Box 201470, Cartersville, Georgia 30120. Any shipping fees other than standard first-class mail through the U.S. Post Office are not included in this fee and will be added to the final invoice, including but not limited to Federal Express and courier.

Lump Sum Fee for the complete survey as specified above: \$31,000.00

I authorize Professional Land Surveyors, LLC to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

Jason Burnette, Principal
Professional Land Surveyors, LLC

Andrew Parker
City of Dalton



Boundary for including property lines and tree locations.

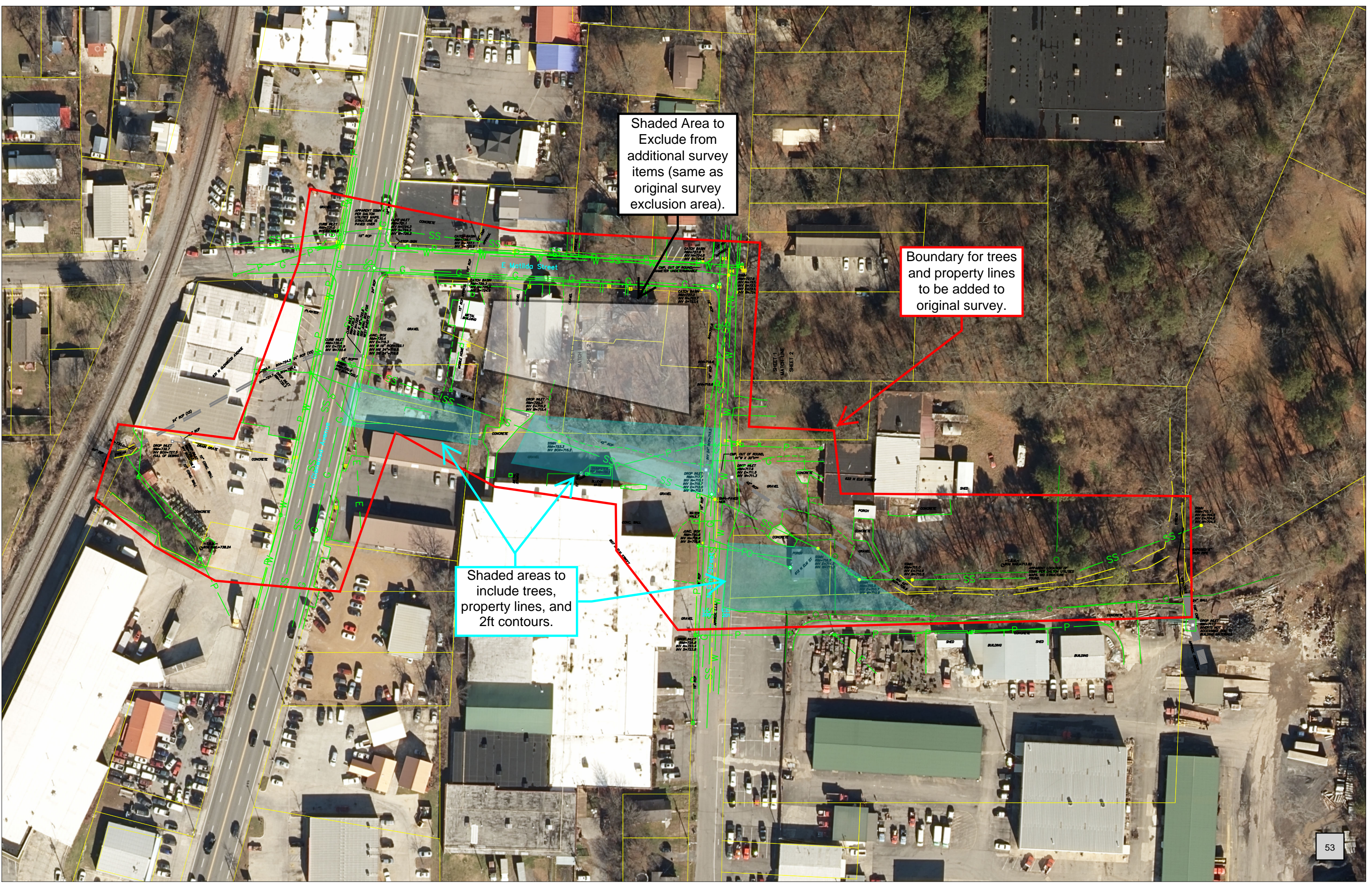
Include Property Lines and trees behind homes on Ridge

Include topo/utilities survey on Valley and in between homes on pipe alignment

Shaded Area to Exclude from additional survey items (same as original survey exclusion area).

Boundary for trees and property lines to be added to original survey.

Shaded areas to include trees, property lines, and 2ft contours.





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/05/2022

Agenda Item: RSC West Hill Drainage Improvements Project Construction Contract Award to B and J Reed Construction, LLC

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$833,465.75

Funding Source if Not in Budget Bonded Stormwater Capital Projects

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

The agenda item is to award the Construction Contract for the RSC West Hill Drainage Improvements Project to B and J Reed Construction, LLC. Work shall be completed within 12 weeks following Notice to Proceed.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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

ADVERTISEMENT FOR BID

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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

FRIDAY, NOVEMBER 18, 2022 AT 2:00 PM

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

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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 include:

The site is +/- 3.6 acres in West Hill Cemetery owned by the City of Dalton along Evans Whitener Drive. The Contractor will be responsible for installing a Regenerative Stormwater Conveyance system in the existing channel and expanding the existing dry detention stormwater basins on the site. The work includes the removal of trees, excavation, grading, transport of soil to the designated spoils site, and grading of the spoils site to designed grades. Approximately 3.6 acres will be disturbed during construction. The work shall be done as directed by the plans developed by Arcadis-U.S., Inc and work within the schedule as directed by the cemetery sexton. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

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.

A **Mandatory** pre-bid meeting is scheduled for **1:00 PM Thursday, November 3, 2022** to begin at the Public Works Office. Please reserve time to tour the site locations. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be submitted in

writing via email by the **questions deadline of 2:00 PM November 9, 2022**. Questions must be directed to Jackson Sheppard at: jsheppard@daltonga.gov.

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the bids due date. Bidders are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all work, and the contract duration shall be 12 weeks from notice to proceed. 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, plans, 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.

CITY OF DALTON, GEORGIA

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

###

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SECTION 0400 – GENERAL NOTES

EXHIBIT A – ARCADIS U.S., INC. SITE DEVELOPMENT PLANS DATED AUGUST 2022

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 NOVEMBER 18, 2022
AT 2:00 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:

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **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.uscis.gov/e-verify> 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 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic 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 electronically mailed 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 (bid bond) 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 and to fully complete the project within 12 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for January 9, 2022.

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 by the questions deadline of 2:00 PM November 9, 2022. 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.

..... END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
B and J Reed Construction

of the City of Chatsworth State of Georgia and County of Murray
as Principal and Fair American Insurance and Reinsurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as
Owner in the penal sum of Forty Thousand
Dollars (\$ 40,000.00) 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 18th day of November, 2022.

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:

RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190

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

Principal

By _____ SEAL

Witness As To Surety

Surety

Address

By _____ SEAL
Attorney-in-Fact

 **AIA** Document A310™ – 2010

Bid Bond

Bond Number: BND1010084-00

CONTRACTOR:

(Name, legal status and address)
B and J Reed Construction
669 Will Evans Road
Chatsworth Ga 30705

SURETY:

(Name, legal status and principal place of business)
Fair American Insurance and Reinsurance Company
365 Northridge Road, Suite 400
Atlanta, GA 30350

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
City Of Dalton Public Works
535 Elm Street
Dalton, GA 36305

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

BOND AMOUNT: 5% of Amount Bid, Not To Exceed \$40,000

PROJECT:

(Name, location or address, and Project number, if any)
RSC West Hill Cemetery Drainage


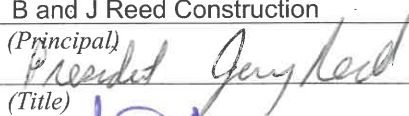
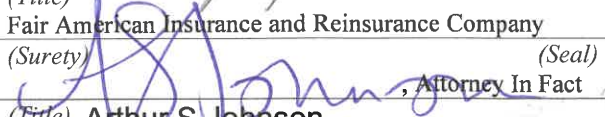
Project Number, if any:
PW-2022-SP-190

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of Novemeber, 2022.

<p>_____ <i>(Witness)</i>  _____ <i>(Witness)</i></p>	<p>B and J Reed Construction <i>(Principal)</i> _____ <i>(Seal)</i>  <i>(Title)</i> Fair American Insurance and Reinsurance Company <i>(Surety)</i> _____ <i>(Seal)</i>  <i>(Title)</i> Arthur S Johnson, Attorney In Fact</p>
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FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

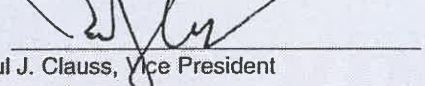
RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 11th day of July 2021.

Fair American Insurance and Reinsurance Company

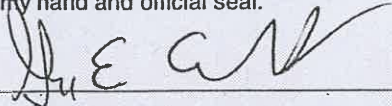
By: 
Christopher O'Gwen, President and CEO

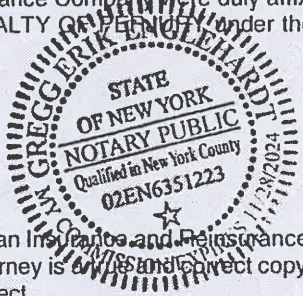
By: 
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On July 11, 2022 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature  (Seal)



I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 18th day of November, 2022


Christopher O'Gwen, President and CEO

No. **6242**
BND1010084-00

CITY OF DALTON

ADDENDUM NO. 001

NOVEMBER 4TH, 2022

**Revised Bid Form Dalton Project No. PW-2022-SP-190
RSC WEST HILL CEMETERY DRAINAGE**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
1	GENERAL CONDITIONS	LS	1	20,000	20,000
2	PAYMENT & PERFORMANCE BONDING	LS	1	16,000	16,000
3	MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES TO GA	LS	1	1500	1500
4	CONSTRUCTION STAKING & Stamped As-Builts	LS	1	10,000	10,000
5	TRAFFIC CONTROL	LS	1	12,000	12,000
6	ANCILLARY ITEMS	LS	1	49,500	49,500
7	OWNER DIRECTED WORK	LS	1	\$ 20,000.00	\$ 20,000.00
SUB TOTAL					129,000
DEMOLITION					
8	CURB & GUTTER REMOVAL	LF	58	15	870
9	CHECK DAM REMOVAL	LS	1	5000	5000
10	EARTHWORK SPOILS MATERIAL (HAUL OFF)	CY	5700	15	85,500
11	TREE REMOVAL	LS	1	40,000	40,000
SUB TOTAL					131,370
DRAINAGE SYSTEM					
12	BOULDER STEP	EA	9	10,376.66	93,390
13	RIFFLE COBBLE MIX	EA	9	27,721.22	249,491
14	OUTLET CONTROL STRUCTURE 6FT DIA.	EA	1	7000	7000
15	OUTLET CONTROL STRUCTURE 5FT DIA.	EA	1	6500	6500
16	STORMWATER CHANNEL & BASIN GRADING	LS	1	20,000	20,000
SUB TOTAL					376,381
ROADWAY					
17	CURB & GUTTER WITH FLUME	LF	58	40	2320
18	DRIVEWAY REPAIR	EA	1	6000	6000
SUB TOTAL					8320

SITE RESTORATION & EROSION CONTROL						
19	RIPRAP (INSTALLED)	SY	1063	165		69,095
20	TREE PROTECTION FENCE	LF	342	8		2,736
21	ORANGE BARRIER CONSTRUCTION FENCE	LF	430	8		3,440
22	CHECK DAM	EA	10	800		8000
23	DETENTION BASIN SEEDING	SY	2518	1.00		2,518
24	TURF GRASS SEEDING	SY	11570	.80		9256
25	TURF REINFORCED MATTING	SY	7569	2.75		20,814.75
26	SILT FENCE	LF	3280	5		16,400
27	TEMPORARY OUTLET CONTROL STRUCTURE	EA	1	4500		4500
28	TEMPORARY SKIMMER	EA	2	1500		3000
29	FILTER RING	EA	3	800		2400
30	CONSTRUCTION EXIT	EA	4	1100		4400
31	ROCK REMOVAL	CY	570	100		57000
					SUB TOTAL	203,559.75

Change to 153 SY

\$9945.00
Revised Line Item Total

Change to 0 CY

\$0.00
Revised Line Item Total

\$87,409.75
Revised Subtotal

Alternate Bid Item No. 1 (Replace Line No. 20 "RIP RAP (INSTALLED)" in Bid Form If Awarded)						
1	FIELD STONE RIPRAP (INSTALLED) 1.75 ft Diameter)	(1.25 -	SY	1063	95	100,985
					SUB TOTAL	100,985

Company Name: Band J Reed Const.
Authorized Bid Rep. Signature: [Signature]
Authorized Bid Rep. Title: Owner

TOTAL ~~848,630.75~~

\$ 732,480.75
Revised Base Bid

CONTRACT AWARD SUMMARY
1. Base Bid Award: \$732,480.75
2. Add Alternate No. 1 Award: \$100,985.00
Contract Award Total: **\$833,465.75**

- T. Jackson Sheppard, E.I.T.
12/05/2022

BID PROPOSAL

Place Dalton, Ga
Date 11-27-22

Proposal of Bond J Reed Const. L.L.C. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Dalton State of Ga and County of Whitfield, * an individual, a corporation, or a partnership doing business as Bond J Reed Construction L.L.C.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the RSC WEST HILL CEMETERY DRAINAGE (DALTON PROJECT NO. PW-2022-SP-190) 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 and to fully complete the project within 12 weeks following "Notice to Proceed". 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 and 2

*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:

Jeremy Reed · 1669 Will Evans Rd, Chatsworth, Ga 30705
Band J Reed Const, L.L.C.

BID PROPOSAL
(Continued)

Dated at:

Band J Reed Construction L.L.C.

The 18 day of November, 2022

Band J Reed Construction L.L.C.
Principal

By [Signature] SEAL

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

B and J Reed Construction, LLC
1669 Will Evans Road
Chatsworth, Georgia 30705

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: _____
Amount: _____

Description *(Name and location):*

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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)*:

B and J Reed Construction, LLC

1669 Will Evans Road

Chatsworth, Georgia 30705

OWNER *(Name and Address)*:

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location)*:

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

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 5th day of December, 2022, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and B and J Reed Constrcution

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Chatsworth, County of Murray, 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:

**RSC WEST HILL CEMETERY DRAINAGE
DALTON PROJECT NO. PW-2022-SP-190**

hereinafter called the "Project", for the sum of EIGHT HUNDRED AND THIRTY THREE THOUSAND-FOUR HUNDRED AND SIXTY FIVE DOLLARS AND SEVENTY FIVE CENTS (\$833,465.75) 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 Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks of receiving "Notice to Proceed". 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

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.

361539
EEV/Basic Pilot Program* User Identification Number

Jeremy Reed Const 11-18-22
BY: Authorized Officer or Agent Date
(Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

Jeremy Reed
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18 DAY OF November, 2022

[Signature]
Notary Public
My Commission Expires:
4/7/23

* 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.

- 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 contradiction of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner

immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the

expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall

obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.

0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.

0323.02.5 Supplemental costs including the following:

0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages *(including compensation for additional professional*

services) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of

the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up

any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;

0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-2 through O.C.G.A § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the

Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.

0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

0331.06 If at any time the Owner shall determine that the amount of work completed

at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow

any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such

insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor,

Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 36.1.1. 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
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
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Employer's Liability – Disease – Each Employee:	\$1,000,000
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Employer's Liability – Disease – Policy Limit:	\$1,000,000
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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.

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 be specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

0342.01 To take every precaution against injuries to persons or damage to property;

0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims

or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed,

when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in

his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining

to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full

completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of

time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled RSC WEST HILL CEMETERY DRAINAGE.

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/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. 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, CONSTRUCTION DETAILS, AND THE **ARCADIS U.S., INC. PLANS INCLUDED AS EXHIBIT A.**
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.
9. NOI – AN NOI IS REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL OBTAIN NOI AND MAINTAIN NPDES INSPECTIONS AS REQUIRED BY THE STATE OF GEORGIA. A

GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE CONTRACTOR.

10. COORDINATION OF PROJECT WITH OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT, AS WELL AS CEMETERY SEXTON.
11. NOTE: GRASSING COMPLETE SHALL INCLUDE STRAW, SLOPE MIX SEED, AND FERTILIZER AS REQUIRED.
12. CONTRACTOR IS REQUIRED TO FURNISH THE CITY AN AS-BUILT SURVEY OF THE IMPROVEMENTS FROM A LICENSED SURVEYOR UPON COMPLETION OF THE PROJECT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS SURVEY AND THE EXPENSE SHOULD BE INCLUDED IN GRADING COMPLETE.

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: November 4th, 2022

BID DATE: Friday, November 18th, 2022

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.
2. Attach populated revised bid form included within Addendum No. 001 to bid submission.
3. Submit any additional questions to City Project Manager by Wednesday, November 9th by 2:00 PM to be clarified by Owner/City within published Addendum No. 002 of which, will be provided by 2:00 PM on Thursday, November 10th by 2:00 PM. Publishing Addendum No. 002 is contingent upon additional information requested by prospective bidders.

CLARIFICATIONS:

Responses by City of Dalton Follow the Request for Clarifications in Red Font

1. Please clarify the required of use of manufactured vs natural sand.
 - Specifications for sand material used will be provided in Published Addendum No. 002 on Thursday, November 10th.
2. Temporary Service and Utility Conflict.
 - Line item for Temporary Service and Utility Conflict has been removed from bid form.
3. In the case of encountering rock during excavation.
 - Line item No. 31 "ROCK REMOVAL" has been included on revised bid form to account for approximately 10% of total excavation quantity. This is to provide a 10% contingency in the event rock is encountered that cannot be removed under normal excavation practices.
4. Reuse of existing rip rap.
 - Contractor will be permitted to reuse existing rip rap.



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

CITY OF DALTON

ADDENDUM NO. 001

NOVEMBER 4TH, 2022

**Revised Bid Form Dalton Project No. PW-2022-SP-190
RSC WEST HILL CEMETERY DRAINAGE**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
1	GENERAL CONDITIONS	LS	1		
2	PAYMENT & PERFORMANCE BONDING	LS	1		
3	MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES TO GA	LS	1		
4	CONSTRUCTION STAKING & Stamped As-Builts	LS	1		
5	TRAFFIC CONTROL	LS	1		
6	ANCILLARY ITEMS	LS	1		
7	OWNER DIRECTED WORK	LS	1	\$ 20,000.00	\$ 20,000.00
				SUB TOTAL	
DEMOLITION					
8	CURB & GUTTER REMOVAL	LF	58		
9	CHECK DAM REMOVAL	LS	1		
10	EARTHWORK SPOILS MATERIAL (HAUL OFF)	CY	5700		
11	TREE REMOVAL	LS	1		
				SUB TOTAL	
DRAINAGE SYSTEM					
12	BOULDER STEP	EA	9		
13	RIFFLE COBBLE MIX	EA	9		
14	OUTLET CONTROL STRUCTURE 6FT DIA.	EA	1		
15	OUTLET CONTROL STRUCTURE 5FT DIA.	EA	1		
16	STORMWATER CHANNEL & BASIN GRADING	LS	1		
				SUB TOTAL	
ROADWAY					
17	CURB & GUTTER WITH FLUME	LF	58		
18	DRIVEWAY REPAIR	EA	1		
				SUB TOTAL	

SITE RESTORATION & EROSION CONTROL				
19	RIPRAP (INSTALLED)	SY	1063	
20	TREE PROTECTION FENCE	LF	342	
21	ORANGE BARRIER CONSTRUCTION FENCE	LF	430	
22	CHECK DAM	EA	10	
23	DETENTION BASIN SEEDING	SY	2518	
24	TURF GRASS SEEDING	SY	11570	
25	TURF REINFORCED MATTING	SY	7569	
26	SILT FENCE	LF	3280	
27	TEMPORARY OUTLET CONTROL STRUCTURE	EA	1	
28	TEMPORARY SKIMMER	EA	2	
29	FILTER RING	EA	3	
30	CONSTRUCTION EXIT	EA	4	
31	ROCK REMOVAL	CY	570	
				SUB TOTAL

Alternate Bid Item No. 1 (Replace Line No. 20 "RIP RAP (INSTALLED)" in Bid Form If Awarded)				
1	FIELD STONE RIPRAP (INSTALLED) (1.25 - 1.75 ft Diameter)	SY	1063	
				SUB TOTAL

Company Name: _____

Authorized Bid Rep. Signature: _____

Authorized Bid Rep. Title: _____

TOTAL

Plan Holders List

The following list is the official plan holders list following the mandatory Pre-Bid Meeting held at 1:00 PM on November 3rd, 2022 in the Public Works Department's main conference room.

City of Dalton Public Works Department
 Mandatory Pre-Bid Sign-In Sheet - RSC WEST HILL CEMETERY DRAINAGE
 Thursday, November 3, 2022 - 1:00 PM

Sign-In Sheet

Name	Company	Phone	Email (Project Addenda will be sent to this address)
<i>S. Jackson Sheppard</i>	<i>Dalton Public Works</i>	<i>706-278-7077</i>	<i>jsheppard@daltonga.gov</i>
<i>Chad Townsend</i>	<i>Dalton Public Works</i>	<i>706-278-7077</i>	<i>ctownsend@daltonga.gov</i>
<i>Mike Mlezarski</i>	<i>Muzgama Contracting</i>	<i>470-505-8606</i>	<i>mmlezarski@muzgamacontracting.com</i>
<i>Bryan Roberts</i>	<i>NWGP</i>	<i>770-547-4088</i>	<i>broberts@NWGPINC.com</i>
<i>Jeremy Reed</i>	<i>BJ Reed Const</i>	<i>706-463-2009</i>	<i>Jeremy@ReedConstruction.com</i>
<i>Jeff Duxote</i>	<i>Parsons Environmental</i>	<i>404-242-3423</i>	<i>j.smith@parsonsenv.us jduxote@parsonsenv.us</i>
<i>Jorge Campos</i>	<i>Dalton Public Works</i>	<i>706-278-7077</i>	<i>jcampos@daltonga.gov</i>

CONTRACT ADDENDUM

ADDENDUM NO.: 002

DATE ISSUED: November 10th, 2022

BID DATE: Friday, November 18th, 2022

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 2" on page 0200-3 of bid proposal.

CLARIFICATIONS:

Responses by City of Dalton Follow the Request for Clarifications in Red Font

1. Please clarify the required of use of manufactured vs natural sand.
 - The sand shall meet the AASHTO-M-6 or ASTM-C-33 standard, 0.02 inches to 0.04 inches in size. Sand substitutions such as Diabase and Graystone (AASHTO) #10 is not acceptable. No calcium carbonate or dolomitic sand substitutions are acceptable. No "rock dust" can be substituted for sand.
2. Additional Clarification Regarding the Reuse of existing rip rap.
 - If 'Alternate Bid Item No. 1' is awarded, contractor will be permitted to reuse existing rip rap for temporary erosion control measures only.



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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/5/22

Agenda Item: Resolution 22-13 To Amend City Charter for Voting Ward Reapportionments

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:

RESOLUTION 22-13 To Request The Legislative Delegation Representing The City Of Dalton In The 2023 General Assembly of Georgia To Introduce Local Legislation To Amend The City's Charter To Reapportion The Voting Wards/Districts For Election Of Members Of The Mayor And Council In Accordance With The 2020 Decennial Census And In Accordance With All Requirements Of Federal And State Law; To Send Census Block Data And Geographic Boundary Data In Conjunction Herewith.

**RESOLUTION
NO. 22-13**

To Request The Legislative Delegation Representing The City Of Dalton In The 2023 General Assembly of Georgia To Introduce Local Legislation To Amend The City's Charter To Reapportion The Voting Wards/Districts For Election Of Members Of The Mayor And Council In Accordance With The 2020 Decennial Census And In Accordance With All Requirements Of Federal And State Law; To Send Census Block Data And Geographic Boundary Data In Conjunction Herewith

WHEREAS, each municipal governing authority of the State of Georgia is authorized to reapportion the election districts from which members of the municipal governing authority are elected following publication of the latest United States decennial census to be effective for election of members of the municipal governing authority at the next regular general municipal election following publication of the decennial census; and

WHEREAS, upon publication of the 2020 Decennial Census the City has consulted the Legislative Reapportionment Office of the General Assembly of Georgia for advice on reapportionment of the City's present Ward districts for compliance with all federal and State law requirements; and

WHEREAS, the Legislative Reapportionment Office has provided the City with its recommendation for reapportionment using Census block data from the 2020 Decennial Census along with shape map and such recommendation has been reviewed and is acceptable to the Mayor and Council;

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

-1-

The City formally requests that the Legislative Delegation serving the City of Dalton in the 2023 General Assembly of Georgia introduce and pass a local Act amending the Charter of

the City of Dalton to reapportion the election districts (wards) from which members of the municipal governing authority are elected in accordance with the advice of the Legislative Reapportionment Office so as to be effective at the next regular general municipal election of the City of Dalton following publication of the 2020 Decennial Census.

-2-

The General Assembly may act in this matter pursuant to O. C. G. A. § 36-35-4.1 (d).

-3-

The City Administrator and City Clerk shall transmit a copy of this Resolution to the local Legislative Delegation along with the recommendation and data of the Legislative Reapportionment Office.

SO RESOLVED this _____ day of _____, 2022.

City of Dalton

By: _____
Mayor

Attest:

City Clerk

The foregoing Resolution was read at regular meeting of the Mayor and Council on September 6, 2022. Upon Motion by Council member _____ and second by Council member _____ the question was called and the vote was _____ AYES, _____ NAYS and the Motion DOES pass.

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-5-22

Agenda Item: 2023 Budget Resolution

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved by
City Attorney?** No

Cost: \$0

**Funding Source if Not in
Budget**

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

2023 Budget Adoption and Budget Resolution

RESOLUTION 22-14

TO ADOPT THE 2023 BUDGET FOR EACH FUND OF THE CITY OF DALTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED REVENUE SOURCES; AFFIRMING THAT EXPENDITURES IN EACH FUND MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the City of Dalton Mayor and Council is the governing authority of said Municipality; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balance budget for the City’s fiscal year, which runs from January 1st to December 31st of each year; and

WHEREAS, the Mayor and Council have reviewed the 2023 Proposed Budget as presented by the City Administrator and Chief Financial Officer and which is the City’s financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, each of the funds is a balanced budget, so that anticipated revenues and other financial resources of each fund equal the proposed expenditures; and

WHEREAS, an appropriated advertised public hearing was held on the 2023 Proposed Budget, as required by federal, state, and local laws and regulations.

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

-1-

The 2023 Proposed Budget, attached hereto and incorporated herein as a part of this Resolution, is herein adopted as the Budget for the City of Dalton, Georgia.

-2-

The “legal level of control” as defined by OCGA §36-81 is set at the department level, meaning that the Chief Financial Officer is authorized to move appropriations from one line item to another within a department, but expenditures may not exceed the amount appropriated for a department without a Budget amendment approved by the Mayor and Council.

-3-

All appropriations shall lapse at the end of the fiscal year.

-4-

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted and approved this 5th day of December, 2022.

City of Dalton, Georgia

David Pennington, Mayor

Attested To:

Bernadette Chattam, City Clerk

**PROPOSED 2023 BUDGET
GENERAL FUND**

City of Dalton
General Fund 2023 Proposed Budget

With Comparative Amounts - 2021 Actual and 2022 Adopted

	<u>Actual 2021</u>	<u>Adopted 2022</u>	<u>Proposed 2023</u>	<u>% Change 2023 to 2022</u>
Revenues				
Taxes	\$ 21,979,338	\$ 21,363,000	\$ 23,967,000	12.19%
Licenses and permits	355,720	360,900	414,000	14.71%
Intergovernmental	343,871	734,700	746,700	1.63%
Charges for services	1,624,173	1,652,600	1,596,300	-3.41%
Fines and forfeitures	438,735	446,000	440,000	-1.35%
Investment income	42,980	120,000	400,000	233.33%
Miscellaneous	310,875	278,300	372,335	33.79%
Total Revenues	<u>25,095,692</u>	<u>24,955,500</u>	<u>27,936,335</u>	<u>11.94%</u>
EXPENDITURES				
General Government				
Elections	\$ 8,737	\$ -	\$ 8,750	0.00%
Legislative	125,867	154,000	132,565	-13.92%
Administrative	643,329	659,500	685,975	4.01%
City Clerk	310,932	367,530	390,810	6.33%
Finance	729,900	861,000	879,500	2.15%
Human Resources	436,837	528,350	490,675	-7.13%
Information Technology	478,580	567,300	644,340	13.58%
Building & Grounds	281,261	266,950	376,600	41.08%
Judicial				
Municipal Court	437,671	500,310	513,470	2.63%
Public Safety				
Fire	8,794,050	9,754,970	9,918,365	1.67%
Police	8,326,496	10,230,505	10,368,480	1.35%
Public Works & Infrastructure				
Public Works	6,912,894	7,893,055	8,607,955	9.06%
Infrastructure	300,928	35,000	10,000	-71.43%
Recreation & Culture				
Recreation	3,308,530	3,791,780	3,837,170	1.20%
Payments to Other Agencies	355,200	355,200	355,200	0.00%
Health & Welfare				
Payments to Other Agencies	85,798	1,000	1,000	0.00%
Housing & Development				
Code Compliance	-	-	343,360	#DIV/0!
Payments to Other Agencies	295,000	372,500	407,500	9.40%
Contingency	-	200,000	200,000	0.00%
Total Expenditures	<u>31,832,010</u>	<u>36,538,950</u>	<u>38,171,715</u>	<u>4.47%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	-	5,000	2,000	-60.00%
Transfers In	11,062,538	19,125,350	12,152,500	-36.46%
Transfers Out	(2,715,427)	(7,546,900)	(1,919,120)	-74.57%
Total Other Financing Sources (Uses)	<u>8,347,111</u>	<u>11,583,450</u>	<u>10,235,380</u>	<u>-11.64%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 1,610,793</u>	<u>\$ -</u>	<u>\$ -</u>	

**2023 PROPOSED BUDGET
SUPPLEMENTAL SCHEDULES**

City of Dalton
General Fund 2023 Proposed Budget

By Classification

	Proposed 2023	% of Total
Revenues:		
Property taxes	\$ 9,300,000	23.20%
Other taxes	14,667,000	36.58%
Licenses and permits	414,000	1.03%
Charges for services	1,596,300	3.98%
Fines and forfeitures	440,000	1.10%
Investment income	400,000	1.00%
Intergovernmental	746,700	1.86%
Miscellaneous	<u>372,335</u>	<u>0.93%</u>
Total Revenues	<u>27,936,335</u>	<u>69.68%</u>
Other Sources:		
Transfers in:		
Utility transfer	11,500,000	28.68%
Hotel-Motel tax fund	652,500	1.63%
Sale of fixed assets	<u>2,000</u>	<u>0.00%</u>
Total Other Sources	<u>12,154,500</u>	<u>30.32%</u>
Total Revenue & Other Sources	<u>\$ 40,090,835</u>	<u>100.00%</u>
Expenditures:		
Personal services & benefits	\$ 28,417,635	70.88%
Professional & other purchased services	4,286,655	10.69%
Supplies & operating charges	4,383,325	10.93%
Capital outlay	120,400	0.30%
Payments to others	763,700	1.90%
Contingency	<u>200,000</u>	<u>0.50%</u>
Total Expenditures	<u>38,171,715</u>	<u>95.21%</u>
Total Other Uses		
Transfers out:		
SPLOST Fund 2020 (paving)	606,100	1.51%
Airport Operations	72,420	0.18%
Airport Grant Match	34,200	0.09%
Debt Service Fund	<u>1,206,400</u>	<u>3.01%</u>
Total Other Uses	<u>1,919,120</u>	<u>4.79%</u>
Total Expenditures & Other Uses	<u>\$ 40,090,835</u>	<u>100.00%</u>

City of Dalton

General Fund 2023 Proposed Budget - Expenditures & Other Financing Uses

As a Percentage of Total Proposed - By Legal Level of Control

	Proposed 2023	% of Total
EXPENDITURES		
General Government		
Elections	\$ 8,750	0.02%
Legislative	132,565	0.33%
Administrative	685,975	1.71%
City Clerk	390,810	0.97%
Finance	879,500	2.19%
Human Resources	490,675	1.22%
Information Technology	644,340	1.61%
Building & Grounds	376,600	0.94%
Judicial		
Municipal Court	513,470	1.28%
Public Safety		
Fire	9,918,365	24.74%
Police	10,368,480	25.86%
Public Works & Infrastructure		
Public Works	8,607,955	21.47%
Infrastructure	10,000	0.02%
Recreation & Culture		
Recreation	3,837,170	9.57%
Payments to Other Agencies	355,200	0.89%
Health & Welfare		
Payments to Other Agencies	1,000	0.00%
Housing & Development		
Code Compliance	343,360	0.86%
Payments to Other Agencies	407,500	1.02%
Contingency	<u>200,000</u>	<u>0.50%</u>
Total Expenditures	<u>38,171,715</u>	<u>95.21%</u>
OTHER FINANCING USES		
Total Other Financing Uses		
SPLOST 2020 (paving)	606,100	1.51%
Airport Operations	72,420	0.18%
Airport Grant Match	34,200	0.09%
Debt Service Fund	<u>1,206,400</u>	<u>3.01%</u>
Total Other Financing Uses	<u>1,919,120</u>	<u>4.79%</u>
Total Revenue & Other Financing Uses	<u>\$ 40,090,835</u>	<u>100.00%</u>

City of Dalton
General Fund 2023 Proposed Budget
Expenditures & Other Financing Sources by Classification

	Proposed 2023	Classification Type						
		Personal Services & Benefits	Purchased Services	Supplies	Capital Outlay	Payments to Others	Contingency	Transfer to Other Funds
EXPENDITURES								
General Government								
Elections	\$ 8,750	\$ -	\$ 8,750	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative	132,565	79,965	36,915	15,685	-	-	-	-
Administrative	685,975	471,620	200,105	14,250	-	-	-	-
City Clerk	390,810	344,890	40,120	5,800	-	-	-	-
Finance	879,500	525,415	340,785	13,300	-	-	-	-
Human Resources	490,675	453,825	31,050	5,800	-	-	-	-
Information Technology	644,340	367,690	265,650	11,000	-	-	-	-
Building & Grounds	376,600	61,345	185,000	130,255	-	-	-	-
Judicial								
Municipal Court	513,470	283,450	215,970	14,050	-	-	-	-
Public Safety								
Fire	9,918,365	9,084,985	346,630	482,750	4,000	-	-	-
Police	10,368,480	8,842,435	1,042,050	469,595	14,400	-	-	-
Public Works & Infrastructure								
Public Works	8,607,955	5,160,815	971,890	2,388,250	87,000	-	-	-
Infrastructure	10,000	-	10,000	-	-	-	-	-
Recreation & Culture								
Recreation	3,837,170	2,461,260	560,280	800,630	15,000	-	-	-
Payments to Other Agencies	355,200	-	-	-	-	355,200	-	-
Health & Welfare								
Payments to Other Agencies	1,000	-	-	-	-	1,000	-	-
Housing & Development								
Code Compliance	343,360	279,940	31,460	31,960	-	-	-	-
Payments to Other Agencies	407,500	-	-	-	-	407,500	-	-
Contingency	200,000	-	-	-	-	-	200,000	-
Total Expenditures	<u>38,171,715</u>	<u>28,417,635</u>	<u>4,286,655</u>	<u>4,383,325</u>	<u>120,400</u>	<u>763,700</u>	<u>200,000</u>	<u>-</u>
OTHER FINANCING USES								
SPLOST 2020 (paving)	606,100	-	-	-	-	-	-	606,100
Airport Operations	72,420	-	-	-	-	-	-	72,420
Airport Grant Match	34,200	-	-	-	-	-	-	34,200
Debt Service Fund	1,206,400	-	-	-	-	-	-	1,206,400
Total Other Financing Uses	<u>1,919,120</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,919,120</u>
Total Expenditures & Other Financing Uses	<u>\$ 40,090,835</u>	<u>\$ 28,417,635</u>	<u>\$ 4,286,655</u>	<u>\$ 4,383,325</u>	<u>\$ 120,400</u>	<u>\$ 763,700</u>	<u>\$ 200,000</u>	<u>\$ 1,919,120</u>

Other Agency Allocations

	2023 <u>Proposed Budget</u>	2022 <u>Adopted Budget</u>
General Fund:		
Downtown Development Authority	\$ 135,000	\$ 135,000
Creative Arts Guild	56,000	56,000
Dalton-Whitfield Joint Development Authority	157,500	157,500
Dalton-Whitfield Community Development Corp.	80,000	80,000
Georgia Department of Veterans Affairs	1,000	1,000
Dalton-Whitfield County Library		
Cash	264,000	264,000
In-kind	6,000	6,000
Whitfield Murray Historical Society		
Cash	22,600	22,600
In-kind	2,400	2,400
Huff House - In-kind	1,800	1,800
Crown Mill - In-kind	2,400	2,400
Junior Achievement (limited commitment)	10,000	-
Believe Greater Dalton (limited commitment)	25,000	-
	<u>\$ 763,700</u>	<u>\$ 728,700</u>
Hotel-Motel Tax Fund:		
Northwest Georgia Trade & Convention Center		
Operations	\$ 238,775	\$ 238,775
Capital	358,675	358,675
Dalton Area Convention & Visitors Bureau		
Operations	205,000	205,000
Designated Marketing Organization	250,000	225,000
	<u>\$ 1,052,450</u>	<u>\$ 1,027,450</u>
Total Agency Allocations	<u>\$ 1,816,150</u>	<u>\$ 1,756,150</u>

**PROPOSED 2023 BUDGET
DEBT SERVICE & CAPITAL PROJECTS**

City of Dalton
Debt Service Fund & Capital Projects Fund
2023 Proposed Budgets

	Debt Service Fund	2020 SPLOST Capital Projects
Revenues		
Interest income	\$ 200	\$ -
Total Revenues	<u>200</u>	<u>-</u>
Expenditures		
General government and administrative	17,800	-
Public works (paving)	-	606,100
Debt service - principle & interest	1,188,800	-
Total Expenditures	<u>1,206,600</u>	<u>606,100</u>
(Deficiency) of Revenues (Under Expenditures)	<u>(1,206,400)</u>	<u>(606,100)</u>
Other Financing Sources (Uses)		
Transfers in (out)	1,206,400	606,100
Proceeds from sale of capital assets	-	-
Total Other Financing Sources (Uses)	<u>1,206,400</u>	<u>606,100</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>

Please note the 2015 SPLOST Fund, 2020 SPLOST Fund, and the 2021 Bonded Capital Projects Funds are multi-year budgets and not adopted annually. Any changes to these funds are achieved by Budget Amendments.

**PROPOSED 2023 BUDGETS
SPECIAL REVENUE FUNDS**

**City of Dalton
Special Revenue Funds
2023 Budgets**

	Hotel Motel Tax	Confiscated Assets	Economic Development	CDBG Grant Fund	Airport Grant Fund
Revenues					
Hotel motel taxes	\$ 1,755,000	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	50,000	-	-	-
Property taxes	-	-	-	-	-
PILOT payments	-	-	25,000	-	-
Intergovernmental - federal and state	-	-	-	356,000	649,600
Investment earnings	-	300	3,000	-	-
Total Revenues	1,755,000	50,300	28,000	356,000	649,600
Expenditures					
General government	-	-	-	53,400	683,800
Housing and development	-	-	2,100,000	231,400	-
Public safety	-	65,600	-	-	-
Public works and infrastructure	-	-	-	-	-
Health and welfare	-	-	-	71,200	-
Culture, recreation and tourism	1,102,500	-	-	-	-
Total Expenditures	1,102,500	65,600	2,100,000	356,000	683,800
(Deficiency) of Revenues (Under Expenditures)	652,500	(15,300)	(2,072,000)	-	(34,200)
Other Financing Sources (Uses)					
Transfers in (out)	(652,500)	-	-	-	34,200
Proceeds from sale of capital assets	-	6,000	-	-	-
Total Other Financing Sources (Uses)	(652,500)	6,000	-	-	34,200
Net Change in Fund Balance	\$ -	\$ (9,300)	\$ (2,072,000)	\$ -	\$ -
Utilization of Fund Balance		\$ 9,300	2,072,000		



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12-5-22
Agenda Item: 2022 Budget Amendment #5
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? No
Cost: NA

Funding Source if Not in Budget

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

2022 Budget Amendment #5 adjusts various governmental funds to projected year-end results.

2022 Budget Amendment

Budget Amendment #5

GENERAL FUND	Increase (Decrease)	
Revenues & Transfers-In		
Real & personal property taxes	\$ (903,700)	(1)
Other taxes	991,460	(2)
Fines & forfeitures	100,000	(3)
Investment income	50,000	(4)
Transfers - in from other funds or sources	1,586,370	(5)
	<u>\$ 1,824,130</u>	
Expenditures & Transfers-out		
Wages & benefits - various departments	\$ (1,038,945)	(6)
Utilities - various departments	144,000	(7)
Commercial insurance - various departments	19,100	(8)
Buildings & grounds - General Government	60,000	(9)
Transfers - out to other funds	3,561,280	(10)
	<u>\$ 2,745,435</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (921,305)</u></u>	

- (1) Estimated reduction due to late mailing of property tax notices
- (2) Estimated overages in sales, TAVT, electric franchise fees, & other revenue accounts
- (3) Estimated overages based on current collections & historical trend
- (4) Increase in interest rates
- (5) Transfer ARPA revenue from grant fund & transfer of TAD revenue
- (6) Estimated excess wages & benefits after vacation cash-in
- (7) Due to increased utility costs
- (8) Allocate budgets from other departments to cover \$32k insurance for underground storage tanks PW's
- (9) Building maintenance @ City Hall
- (10) Funding for Greenway Project, Aquatic Center, and Airport grant match

Grant Fund - CDBG	Increase (Decrease)	
Expenditures & Transfers-out		
Federal Grant	\$ 162,940	(1)
	<u>\$ 162,940</u>	
Expenditures & Transfers-out		
Administrative	\$ 67,175	(1)
Other equipment	50,500	(1)
Public service	24,005	(1)
Public facility	21,260	(1)
	<u>\$ 162,940</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) To adjust grant proceeds for 2022 -2023 grant year by function

Grant Fund - ARPA	Increase (Decrease)	
Expenditures & Transfers-out		
Federal Grant	\$ 4,436,706	(1)
Interest income	852	(2)
	<u>\$ 4,437,558</u>	
Expenditures & Transfers-out		
Public safety wages - transferred to general fund	\$ 4,436,706	(1)
Interest - transferred to general fund	852	(2)
	<u>\$ 4,437,558</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	
(1) ARPA funds 2nd tranche received and expended for public safety wages		
(2) Interest earned transferred to general fund		

Tax Allocation District #1	Increase (Decrease)	
Expenditures & Transfers-out		
Application fee	\$ 10,000	(1)
Interest income	20	(2)
	<u>\$ 10,020</u>	
Expenditures & Transfers-out		
Professional fees - legal	\$ 300	(3)
Transfer to general fund	13,005	(3)
	<u>\$ 13,305</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (3,285)</u></u>	
(1) Application fee received		
(2) Interest earned		
(3) Legal fees incurred & transfer of prior taxes back to the general fund		

Tax Allocation District #4	Increase (Decrease)	
Expenditures & Transfers-out		
Interest income	\$ 50	(1)
	<u>\$ 50</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 50</u></u>	
(1) To adjust budget to interest earnings		

Debt Service Fund	Increase (Decrease)	
Expenditures & Transfers-out		
Transfer from general fund	\$ 375,275	(1)
	<u>\$ 375,275</u>	
Expenditures & Transfers-out		
Bond payment	\$ 375,125	(1)
Fiscal & administrative fees	\$ 11,635	(1)
	<u>\$ 386,760</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (11,485)</u></u>	
(1) Transfer to debt service for 2021 bond payment		



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	12/5/22
Agenda Item:	Resolution requesting State funding assistance for development at the Dalton Airport
Department:	Airport
Requested By:	Andrew Wiersma
Reviewed/Approved by City Attorney?	No
Cost:	N/A
Funding Source if Not in Budget	N/A

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

The Dalton Airport Authority would like to request funding from the State of Georgia to assist in hangar development projects at the Dalton Airport. Hangar development funds are extremely hard to procure via normal grant-funding processes which primarily focus on safety and pavement rehabilitation project funding. We have been instructed by members of the State legislature to officially request funding for hangar projects from the General Assembly as there is currently a surplus of State funds available. While there is no guarantee of funding, now is apparently a good time to ask. We don't want to be in a "have not because you ask not" scenario. We are requesting \$2.25M which corresponds to estimated funds needed for development of 20 t-hangars, 2 box style hangars and associated grading and asphalt work.

RESOLUTION 22-15

A RESOLUTION OF THE MAYOR AND COUNCIL REQUESTING FINANCIAL ASSISTANCE FROM THE STATE OF GEORGIA FOR THE DALTON MUNICIPAL AIRPORT IN THE AMOUNT OF \$2,250,000 IN SUPPORT OF HANGAR DEVELOPMENT.

WHEREAS, the Dalton Municipal Airport is a resource of critical importance to not only the economic health of the City of Dalton, Whitfield and Murray Counties, but to the State of Georgia; and

WHEREAS, the Airport is strategically located in Dalton, Georgia and delivers \$7.8M in annual economic impact to the State of Georgia's economy; and

WHEREAS, the City of Dalton has consistently invested capital to improve and maintain the Dalton Municipal Airport since its acquisition in 1960; and

WHEREAS, it has become increasingly difficult for the Dalton Municipal Airport to maintain operational self-sufficiency from revenues generated by the current hangar capacity of the airfield; and

WHEREAS, Dalton Municipal Airport has a high demand and extensive waiting list for aircraft hangars; and

WHEREAS, it has become unreasonably difficult to secure Federal funding for hangar development projects; and

WHEREAS, it has become exceedingly difficult for the City of Dalton to shoulder the full financial burden of large investment projects like hangar development; and

WHEREAS, hangar development is a critical need of the Airport which will enable the airport to maintain operational self-sufficiency by generating lease and fuel sale revenue as well as increasing based aircraft numbers; and

WHEREAS, an increase in hangar capacity directly results in an increase in based aircraft, based corporate flight departments, fuel sales, and ad-valorem tax revenues which together represent a significant positive economic impact to the State economy; and

WHEREAS, the proposed hangar development is outlined in the Airport Capital Improvement Program (CIP) for Fiscal Years 2024-28.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Dalton Georgia respectfully request financial assistance from the State of Georgia in the amount of \$2,250,000 for hangar development at the Dalton Municipal Airport. The City

Administrator is hereby authorized to execute all necessary documents that are consistent with the scope and obligation approved in this resolution.

BE IT FURTHER RESOLVED, that a fully executed copy of this resolution be delivered to each member of the Georgia General Assembly who represents a portion of the City of Dalton or Whitfield County.

This _____ of ____, 20__.

CITY OF DALTON

BY:

David Pennington, Mayor

ATTEST:

Bernadette Chattam, City Clerk